

Governor Brian Sandoval
Chairman

James R. Wells, CPA
Clerk of the Board



Attorney General Adam Paul Laxalt
Member

Secretary of State Barbara K. Cegavske
Member

STATE OF NEVADA BOARD OF EXAMINERS

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

PUBLIC MEETING NOTICE AND AGENDA

Date and Time: July 5, 2017, 10:00 AM

Location: Old Assembly Chambers of the Capitol Building
101 N. Carson Street
Carson City, Nevada 89701

Video Conference Location: Grant Sawyer Building
555 E. Washington Avenue, Ste. 5100
Las Vegas, Nevada 89101

AGENDA

1. **Call to Order / Roll Call**
2. **Public Comment** (No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically include on an agenda as an action item)
3. **Approval of the June 13, 2017 Minutes** (For possible action)

4. State Vehicle Purchases (For possible action)

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Administration – Fleet Services Division	1	\$28,883
Total	1	\$28,883

5. Approval to Pay a Cash Settlement (For possible action)

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.

A. Department of Transportation (NDOT) – Administration - \$2,888,000

The Department requests settlement approval in the total amount of \$2,888,000 to fully resolve an eminent domain action to acquire 1.735 acres of real property owned by the O'Rourke Family, located at 1710, 1712, 1716, 1750 and 1920 Highland Drive in Las Vegas. NDOT previously deposited \$2,112,000 with the Court for a right of occupancy. NDOT now requests an additional \$2,888,000 to resolve the action. Approval of the additional amount of 2,888,000 would bring the total to \$5,000,000.

B. Department of Transportation (NDOT) – Administration - \$681,889

The Department requests settlement approval in the total amount of \$681,889 to fully resolve an eminent domain action to acquire 1.8024 acres of real property owned by Clark County Credit Union, located on the west side of Martin Luther King Boulevard South in Las Vegas. NDOT previously deposited \$183,111 with the Court for a right of occupancy. NDOT now requests an additional \$681,889 to resolve the action. Approval of the additional amount of \$681,889 would bring the total to \$865,000.

6. Salary Adjustments (For possible action)

The 2015 Legislative Session made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet certain salary deficiencies for fiscal year 2017 that might be created between the appropriated money of the respective departments, commissions, and agencies and the actual cost of the personnel of those departments, commissions, and agencies that are necessary to pay for salaries. Under this legislation, the following amounts from the General Fund and/or Highway Fund are requested:

A. Governor's Office

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
1000	Governor's Office	\$34,726	
	Total	\$34,726	

B. Tourism – Museum and History Administration

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
2941	Tourism - Museum and History Administration	\$4,689	
	Total	\$4,689	

C. Department of Corrections

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
3706	NDOC – Prison Medical Care	\$378,837	
3717	NDOC – N. Nevada Correctional Center	\$75,033	
3738	NDOC – S. Desert Correctional Center	\$382,445	
3751	NDOC – Ely State Prison	\$393,967	
3761	NDOC – Florence McClure Woman Correctional Center	\$264,790	
3762	NDOC – High Desert State Prison	\$134,059	
	Total	\$1,629,131	

7. Approval to Join or Use Other Governments' Contracts (For possible action)

A. Department of Administration – Director’s Office/Purchasing Division - \$218,000

Pursuant to NRS 332.195, the Division requests to utilize a Clark County Master Services Agreement (CBE #604060-16) to contract with Gartner, Inc. on a work order for the Enterprise Resource Planning (ERP) project.

B. Department of Administration – Purchasing Division - \$1,750,000

Pursuant to NRS 332.195, the Division requests to utilize a State of Texas Department of Information Resources contract to contract with Periscope Holdings, Inc. on a work order for the eProcurement project.

8. Leases (For possible action)

9. Contracts (For possible action)

10. Master Service Agreements (For possible action)

11. Information Item – Clerk of the Board Contracts

Pursuant to NRS 333.700, the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$49,999). Attached is a list of all applicable approvals for contracts and amendments approved from May 24, 2017 through June 12, 2017.

12. Information Item – Report

A. Governor’s Finance Office – Budget Division

Pursuant to NRS Chapter 353, the Governor’s Finance Office, Budget Division presents a reconciled fund balance report for the TORT Claim Fund, Statutory Contingency Account, Stale Claims Account, Emergency Account, Disaster Relief Account, IFC Unrestricted Contingency Funds and IFC Restricted Contingency Funds as of June 9, 2017.

TORT Claim Fund	\$ 6,262,363.93
Statutory Contingency Account	\$ 2,960,201.21 **
Stale Claims Account	\$ 1,839,495.03 **
Emergency Account	\$ 239,336.01
Disaster Relief Account	\$ 7,263,051.14

IFC Unrestricted Contingency Fund General Fund	\$16,327,408.70 */**
IFC Unrestricted Contingency Highway Fund	\$ 1,676,832.35
IFC Restricted Contingency Fund General Fund	\$ 3,429,834.00
IFC Restricted Contingency Highway Fund	\$14,966,311.00 *

* Pending claims approved at January 26, 2017 Interim Finance Committee Meeting are deducted from available balance.

B. Fiscal Year 2017 – 3rd Quarter Overtime Report

13. Public Comment (No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically include on an agenda as an action item)

14. Adjournment (For possible action)

NOTE: Items may be considered out of order. The public body may combine two or more agenda items for consideration. The public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. The public body may place reasonable restrictions on the time, place, and manner of public comments but may not restrict comments based upon viewpoint.

We are pleased to make reasonable accommodations for members of the public who have disabilities and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Dale Ann Luzzi at (775) 684-0223 as soon as possible and at least two days in advance of the meeting. If you wish, you may e-mail her at daluzzi@finance.nv.gov. Supporting materials for this meeting are available at: 209 E. Musser Street, Suite 200, Carson City, NV 89701 or by contacting Dale Ann Luzzi at (775) 684-0223 or by email at daluzzi@finance.nv.gov

Agenda Posted at the Following Locations:

1. Blasdel Building, 209 E. Musser Street, Carson City, NV 89701
2. Capitol Building, 101 North Carson Street, Carson City, NV 89701
3. Legislative Building, 401 N. Carson Street, Carson City, NV 89701
4. Nevada State Library & Archives, 100 North Stewart Street, Carson City, NV 89701
5. Grant Sawyer Building, Capitol Police, 555 E. Washington, Las Vegas, NV 89101

Notice of this meeting was posted on the Internet: <http://budget.nv.gov/Meetings/> and <https://notice.nv.gov>

Governor Brian Sandoval
Chairman

James R. Wells, CPA
Clerk of the Board



Attorney General Adam Paul Laxalt
Member

Secretary of State Barbara K. Cegavske
Member

STATE OF NEVADA BOARD OF EXAMINERS

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

Date and Time: June 13, 2017, 10:00 AM

Location: Old Assembly Chambers of the Capitol Building
101 N. Carson Street
Carson City, Nevada 89701

Video Conference Location: Grant Sawyer Building
555 E. Washington Avenue, Ste. 5100
Las Vegas, Nevada 89101

MINUTES

MEMBERS PRESENT:

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

OTHERS PRESENT:

Kacey KC, Acting Administrator, Department of Conservation and Natural Resources,
Forestry Division
Charles Donohue, Administrator, Department of Conservation and Natural Resources,
Division of State Lands
Eric Johnson, Administrator, Department of Conservation and Natural Resources,
Parks Division

1. Call to Order / Roll Call

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

Las Vegas: We can Governor, thank you.

Governor: All right, thank you. All Members are present.

2. Public Comment (No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically include on an agenda as an action item)

Governor: We will proceed to agenda item number 2, Public Comment. Is there any member of the public in Carson City that would like to provide public comment to the Board? I hear and see none. Is there anyone present in Las Vegas that would like to provide public comment to the Board?

Las Vegas: No Governor.

Governor: Thank you.

3. Approval of the May 9, 2017 Minutes (For possible action)

Governor: We will move to agenda item number 3, Approval of the May 9, 2017 Minutes. Have the Members had an opportunity to review the minutes and are there any changes?

Secretary of State: I have no changes, Governor. Move for approval.

Governor: Secretary of State has moved to approve the May 9, 2017 Meeting Minutes. Is there a second?

Attorney General: I second.

Governor: Attorney General has seconded the motion. Are there any questions or discussion on the motion? I hear and see none. The motion passes 3-0.

Governor: If I am correct, Mr. Wells, we are pulling off agenda items 4 and 5?

Clerk: That is correct Governor.

Governor: Okay. If any of you are here for items 4 or 5, you are politely excused.

4. Authorization to Contract With a Current and/or Former Employee (For possible action)

Department of Transportation

Pursuant to NRS 333.705, subsection 1, the Department of Transportation (NDOT) requests authority to contract with Paula Aiazzi, a former Business Process Analyst I, to review current processes and procedures to bring the department into compliance with Federal regulations. The employee will support NDOT part-time from June 10, 2017 through December 31, 2017.

5. Approval to Pay a Cash Settlement (For possible action)

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.

Department of Transportation (NDOT) – Administration - \$681,889

The Department requests settlement approval in the total amount of \$681,889 to fully resolve an eminent domain action to acquire 1.8024 acres of real property owned by Clark County Credit Union, located on the west side of Martin Luther King Boulevard South in Las Vegas. NDOT previously deposited \$183,111 with the Court for a right of occupancy. NDOT now requests an additional \$681,889 to resolve the action. Approval of the additional amount of \$681,889 would bring the total to \$865,000.

6. Salary Adjustments (For possible action)

The 2015 Legislative Session made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet certain salary deficiencies for fiscal year 2017 that might be created between the appropriated money of the respective departments, commissions, and agencies and the actual cost of the personnel of those departments, commissions, and agencies that are necessary to pay for salaries. Under this legislation, the following amounts from the General Fund and/or Highway Fund are requested:

A. Attorney General

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
1036	Attorney General - Crime Prevention	\$7,860	
	Total	\$7,860	

B. Nevada System of Higher Education

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
2986	NSHE - System Administration	28,588	
2980	NSHE – University of Nevada, Reno	3,129,031	
2982	NSHE – School of Medicine	646,582	
2983	NSHE – Intercollegiate Athletics, UNR	32,737	
2985	NSHE – Statewide Programs, UNR	119,684	
2990	NSHE – Cooperative Extension Service	115,263	

2989	NSHE – Agricultural Experiment Station	104,914	
3221	NSHE – State Health Lab	32,855	
3003	NSHE – Business Center North	43,012	
2987	NSHE – University of Nevada, Las Vegas	4,799,042	
2988	NSHE – Intercollegiate Athletics, UNLV	34,737	
2992	NSHE – Law School	30,880	
3001	NSHE – Statewide Programs, UNLV	26,763	
3002	NSHE – Dental School	364,613	
3004	NSHE – Business Center School	37,582	
3010	NSHE – Desert Research Institute	165,639	
3011	NSHE – College of Southern Nevada	2,298,445	
3012	NSHE – Western Nevada College	314,896	
2994	NSHE – Great Basin College	265,493	
3005	NSHE – Nevada State College	300,141	
	Total	12,890,897	

C. Department of Public Services – Training Division General

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
3775	Department of Public Safety – Training Division	\$5,504	\$10,358
	Total	\$5,504	\$10,358

Governor: We will move to agenda item number 6, Salary Adjustments.

Clerk: Thank you Governor. Sections 4, 5, 6 and 7 of AB 489 of the 2015 Legislative Session appropriated Salary Adjustment funds to the Board of Examiners to cover vacancy salary savings built into agency budgets as well as the 1% and 2% cost of living adjustments (COLA) effective on July 1, 2015 and July 1, 2016 respectively as those COLAs are not built into the agency salary budgets.

Agencies whose actual salaries exceed their budgeted amount due to the vacancy savings or the COLAs are allowed to request salary adjustment dollars from the Board of Examiners. This item represents the first requests to access those funds for Fiscal Year 2017 by the Office of the Attorney General, Crime Prevention Budget Account, to cover the cost of the COLAs in the amount of \$7,860, the Nevada System of Higher Education for their various accounts to cover the 1% and 2% COLAs as well as the vacancy savings in

the amount of \$12,890,897, and, the Department of Public Safety Training Division to cover the cost of the COLAs in the amount of \$5,504 in General Funds and \$10,358 in Highway Funds.

Representatives from the agencies are available to answer any questions Members may have.

Governor: Just a question for you Mr. Wells, this is all expected and budgeted for, correct?

Clerk: That is correct. These are normal and you will probably see some more of these in both July and August Board of Examiners meetings.

Governor: All right, thank you. Are there any questions from Board Members? If there are none, the Chair will accept a motion to approve the Salary Adjustments presented in agenda item number 6.

Secretary of State: I move to approve the Salary Adjustments in item number 6.

Governor: The Secretary of State has moved to approve. Is there a second?

Attorney General: I second.

Governor: Seconded by the Attorney General. Are there any questions or discussion on the motion? I hear and see none. The motion passes 3-0.

Governor: Like agenda items 4 and 5, Mr. Wells, agenda item number 7 has also been removed from the agenda?

Clerk: That is correct. Item 7 has also been withdrawn.

7. Approval to Pay Retirement Request (For possible action)

Department of Administration – Division of Human Resource Management

Pursuant to NRS 286.3007, subsection 1(c), the Division of Human Resource Management requests to purchase up to 5 years of retirement credit in an amount not to exceed \$92,316.21 for Position Control Number 43 (Ann Avitia), Personnel Technician 3, provided that the 2017 Legislature authorizes the elimination of the position.

8. Victim of Crime Fiscal Year 2017 3rd Quarter Report and Fiscal Year 2017 4th Quarter Recommendation (For possible action)

Pursuant to NRS 217.260, the Board of Examiners estimates 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 2017 Victims of Crime Program report states all approved claims were resolved totaling \$2,273,225.39 with \$1,053,957.52 paid out of the Victims of Crime Program account and \$1,219,267.87 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at \$13 million to help defray crime victims' medical costs.

Based on these 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 fiscal year 2017.

Governor: We will move to agenda item number 8, Victim of Crime, Fiscal Year 2017, Third Quarter Report and Fiscal Year 2017, Fourth Quarter Recommendation.

Clerk: Pursuant to NRS 217.260, the Board of Examiners is required to estimate the available revenue and anticipated claims costs for the State Victims of Crime Program. This item includes a report on the claims paid for the third quarter of 2017 and a recommendation to pay Priority 1, 2 and 3 claims at 100% for the fourth quarter of Fiscal Year 2017. The Program anticipates having a reserve at the end of the fourth quarter of FY 2017 of approximately \$11.9 million after covering all expenses and a 45-day operating reserve which is slightly less than the \$13.3 million projected at the end of the last quarter but still a comfortable reserve for the program. Representatives from the Victims of Crime Program are available to answer questions the Board Members may have.

Governor: Thank you Mr. Wells. My only question is, we do have a robust reserve, as good as we have ever had, but there may be a change in federal policy, so will that alter how we look at paying the claims that are presented?

Clerk: Certainly, Governor. There has been some discussion about removing some of the funding for this program. In the current federal fiscal year, there is some rescission of unused or unspent funds. I have not heard for sure where this will go in upcoming future budgets for the federal government, for the grants that fund a large chunk of this program. The other funding source for this program is the court assessment fees. Those too have been decreasing over time. This program does, right now, have a very comfortable reserve.

Governor: Thank you Mr. Wells. Are there any questions or comments from the other Board Members on this agenda item?

Secretary of State: I have none.

Attorney General: No questions Governor.

Governor: Thank you. If there are no further questions, the Chair will accept a motion to approve the Victim of Crime Fiscal Year 2017 Third Quarter Report and Fiscal Year 2017 Fourth Quarter Recommendation.

Attorney General: Move to approve.

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

Secretary of State: Second.

Governor: Seconded by the Secretary of State. Are there any questions or discussion on the motion? I hear and see none. The motion passes 3-0.

9. Leases (For possible action)

Governor: We will move to agenda item number 9, Leases.

Clerk: Thank you Governor. There are 11 leases in agenda item number 9 for approval by the Board this morning and no additional information has been requested by any of the Members.

Governor: I have no questions. Board Members are there any questions?

Attorney General: No questions Governor.

Secretary of State: No questions.

Attorney General: Move to approve.

Governor: The Attorney General has moved to approve Leases 1-11, as presented in Agenda item number 9, is there a second?

Secretary of State: I second.

Governor: Seconded by the Secretary of State. Are there any questions or discussion on the motion? I hear and see none. The motion passes 3-0.

10. Contracts (For possible action)

Governor: We will move to agenda item number 10, Contracts.

Clerk: Thank you Governor. There are 135 contracts in agenda item number 10 for approval by the Board this morning. Contract number 4, between the Office of the State Treasurer and Amplified Relations has been withdrawn, as has Contract number 74 between the Department of Health and Human Services, Division of Healthcare, Financing and Policy and Liberty Dental of Nevada. Members have requested additional information

on Contracts 106-115, between the Department of Conservation and Natural Resources, Division of Forestry and 10 local government fire-fighting agencies.

Governor: Ms. KC, if you would come forward please. I had asked for these to be pulled just to have another opportunity for you to go through what we are looking at for the fire season and what these contracts mean.

Kacey KC: Thank you Governor and Members of the Board. Kacey KC, Acting State Forester for the Nevada Division of Forestry. As we had talked about earlier, we are looking at a pretty significant fire season this year. Predictive services have said because of the grasses that have grown due to winter weather and rain, these typically are our highest fire seasons - the years following our wettest years, historically speaking. So, these contracts mean a lot, both for the counties who participate, the Division of Forestry, and for the administrative support, the access to our 4096 Account, so they can actually go right back into being ready for initial attack.

As an update on the fire season thus far, we have had 94 starts so far this year. 87 of which have been human caused and seven of which are lightning caused. That is typical for the early fire season. We are looking at tracking normal fire season entry at the lower levels and higher elevations, we are looking at a later start - probably the end of June.

An update on our fire trucks - they are here and will be in service next week.

Governor: I appreciate that. I am sure all of the firefighters are excited about having that equipment. Just out of curiosity, when you say that you have 87 fires that have been human caused, can you break that down a little bit?

Kacey KC: I do not have exact numbers, but for the most part, it has been target shooting fires. Some have also been power transmission poles and power surges. A lower amount of arson and accidental fire starts.

Governor: And, again, you know how I feel about all of you. We have already had those starts that have had close proximity to urban areas and you guys have been on it and have been able to put them out right away.

Kacey KC: I think we are at 3,000 acres so far, in the 94 starts, so a little above. It has been a testament to all of the jurisdictions working together, closest resources being called immediately upon start, and having fire cameras and getting that early detection has been very helpful.

Governor: You anticipated my next question in regards to fire cameras. So, those are making a big difference?

Kacey KC: Yes, we have had access to them over the last couple of years at our dispatch centers. They certainly have put in a bunch more, covering a lot more of the state and they are still continuing to do that. A lot of those early detections starts were detected by the public and the dispatch centers who were watching those cameras.

Governor: That's great. Board Members are there any questions?

Secretary of State: I saw the article in the paper and I thought it was really good. I just wanted to commend you on that and thank you and the Forestry Division for all your efforts. I know it is no small task. I know that has been something that we have had to watch on a regular basis up there. Everyone thought because of all the water we got, that we would be clear. We know that that is not true. Thank you all and please thank all of the firefighters for us.

Kacey KC: Thank you all for your support as well.

Governor: All right, thank you Madam Secretary and thank you Ms. KC. If there are no further questions, the Chair will accept a motion to approve Contracts 1-135 with the exception of number 4 and 74.

Attorney General: Move to approve.

Governor: Attorney General has moved for approval. Is there a second?

Secretary of State: Seconded.

Governor: Seconded by the Secretary of State. Are there any questions or discussion on the motion? I hear and see none. The motion passes 3-0.

11. Master Service Agreements (For possible action)

Governor: We will move to agenda item number 11, Master Service Agreements.

Clerk: Thank you Governor. There are 13 Master Service Agreements in agenda item 11 for approval by the Board this morning and no additional information has been requested by any of the Members.

Governor: Board Members, are there any questions on agenda item number 11?

Secretary of State: No Governor.

Governor: If there are none, the Chair will accept a motion for approval.

Attorney General: I move to approve.

Governor: The Attorney General has moved to approve the Master Service Agreements, identified in agenda item number 11. Is there a second?

Secretary of State: Second.

Governor: Seconded by the Secretary of State. Are there any questions or discussion on the motion? I hear and see none. The motion passes 3-0.

12. Information Item – Clerk of the Board Contracts

Pursuant to NRS 333.700, 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 April 18, 2017 through May 23, 2017.

Governor: We will move to agenda item number 12 which is an information item for the Clerk of the Board Contracts.

Clerk: Thank you Governor. There were 67 contracts under the \$50,000 threshold that were approved by the Clerk between April 18, 2017 and May 23, 2017. This item is informational only, and no additional information has been requested by any of the members.

Governor: Board Members, are there any questions? I hear and see none.

13. Information Item – Department of Public Safety – Emergency Management – Disaster Relief Account Request

Pursuant to NRS 353.2755, the Division of Emergency Management is notifying the Board of Examiners of its intent to request a recommendation by the Board of Examiners to the Interim Finance Committee for approval of grants and/or loans from the Disaster Relief Account to:

- A. Multiple state and local agencies to cover expenses for storm cleanup and repairs incurred as a result of February 2017 flooding events.
- B. Counties of Churchill and Lyon and the Walker River Irrigation District (WRID) to cover expenses for preparation and mitigation efforts to prevent damage to public infrastructure resulting from anticipated spring thaw events in those regions.

Governor: We will move to agenda item 13, which is another information item from the Department of Public Safety, Emergency Management, Disaster Relief Account Request.

Clerk: Thank you Governor. Item 13 includes two notifications from the Division of Emergency Management of intent to request allocations from the Disaster Relief Account pursuant to NRS 353.2755. Pursuant to this Statute, state agencies and local governments can request a grant or loan through the Division of Emergency Management

from the Disaster Relief Account if, because of the disaster, the local government or state agency is unable to pay for an expense from available funds. Applicants must submit their intention to apply not later than 60 days after the Governor or the governing body of a local government determines an event constitutes a disaster. The Division must then notify the Board of Examiners and the Fiscal Analysis Division of the Legislative Counsel Bureau of the intent. Within 18 months of the determination, the event constitutes a disaster, the state agency or local government must submit their final request to the Division of Emergency Management and the Department of Taxation, including whether the request is for a loan or a grant and the final amount of the request. The Division of Emergency Management and the Department of Taxation are then required to review the requests and submit reports to the Board of Examiners who will make a recommendation to the Interim Finance Committee on the proposed amount and the determination of whether it is a grant or loan.

This notification is just the first step in this process. The applications will come to the Board for approval of a recommendation to the Interim Finance Committee at a later date. Last month, the Board received notification regarding the January flooding events in Northwestern Nevada. Item A is a notification regarding the February flooding events in Northern Nevada, and Item B is a notification regarding preparations and mitigation efforts for spring runoff events in Central Nevada. I would be happy to answer any questions the Members may have.

Governor: Thank you Mr. Wells. We do not have the specific amount that the local governments are going to seek, do we?

Clerk: We do not have the specific amounts at this time. We do have some projected amounts for the three events and the—the February event total and again, this is for 50% of the local government's share. Since most of these will be covered by the Federal Emergency Management Agency who will pay 75%, we're really looking at about 12.5% of the total cost. So, for the February events, the 12.5% right now is roughly estimated at \$1.6 million and for the spring thaw events, the 12.5% is roughly \$114,000.

Governor: I think I read that we have \$7.5 million in the account, so we have sufficient funds in the event these are approved?

Clerk: That is correct and we will be putting about \$500,000 per quarter into the Disaster Relief Account too. So, the Disaster Relief Account continues to grow and there is a little over \$7 million dollars in there at this point.

Governor: Thank you. Board Members, are there any questions with regard to agenda item number 13?

Secretary of State: None from me Governor.

Attorney General: I guess my question would be regarding the timing of when this comes back to us and what time we are given to prepare for that decision? You mentioned we

have to decide what is coming out of the fund. I just want to make sure we have the adequate time to prepare.

Clerk: The local government agencies and the state agencies that are requesting money from the Disaster Relief Account have 18 months to bring back their requests for access to the Disaster Relief Account. They have to submit information to both the Division of Emergency Management, as well as the Department of Taxation. Part of the reason that they go to the Department of Taxation is the Department of Taxation determines whether or not they have or do not have sufficient existing funds of their own to cover the disasters. That's part of the rationale for them to be able to access the Disaster Relief Account is if they don't have local resources to pay. After the Department of Taxation has reviewed the applications, they submit their recommendations to the Board of Examiners who then will make a recommendation to the Interim Finance Committee for the allocation.

Attorney General: Thank you.

Governor: All right. Are there any other questions with regard to agenda item number 13? I hear and see none.

14. Information Item – Department of Conservation and Natural Resources State Lands - Conveyance Agreement

Pursuant to NRS 407.063, NRS 321.001 and NRS 321.003, the Division of State Lands is notifying the Board of Examiners of its intent to request approval from the Interim Finance Committee of a Conveyance Agreement of approximately 12,000 acres of land commonly known as Pitchfork Ranch, Rafter 7 Ranch, Flying M Ranch, Nine Mile Ranch and Wabuska Gauge, and to make an assignment of the above mentioned land to the Nevada Division of State Parks for governmental purposes as the newly formed Walker River State Recreation Area.

Governor: We will move to agenda item number 14 which is the Department of Conservation and Natural Resources, State Lands Conveyance Agreement.

Clerk: Thank you Governor. Item 14 is an informational report on an action item to be presented to the Interim Finance Committee on June 20, 2017 regarding the conveyance of approximately 12,000 acres of land to create the new Walker River State Recreation Area. There are representatives from the Department of Conservation and Natural Resources to present this item this morning.

Governor: So, if we could have the representatives come forward please. Many times our agendas are routine. This is not a routine item. This is a very exciting development.

Charles Donohue: Good morning Governor and Members of the Board. For the record, my name is Charlie Donohue., Administrator of the Division of State Lands, as well as the State Land Registrar. This is an exciting opportunity for the State where we will be accepting a gift of over 12,000 acres. I will be assigning a significant portion of that to

Division of State Parks to operate as the Walker River Recreation Area, as well as 43 acres to the Department of Wildlife. Those 43 acres are immediately adjacent to the Wildlife Management Area in Yerington.

I would like to publicly call out the fact that my Supervisor and Land Agent Elise Quick spent an awful lot of time executing this deal. We are also very fortunate that the Legislature was also willing to support your budget initiative and I think it is a wonderful opportunity for the State. I would be happy to answer any questions you might have.

Governor: I will hold questions and let Mr. Johnson kind of take us through it and perhaps, you could as well, give us a little history lesson as to the nature of this property; what it was and what it is going to be.

Eric Johnson: Thank you Governor, Eric Johnson, Administrator for Nevada State Parks. The ranches are located along East Walker. They go essentially from Yerington to almost the Stateline. They have been in private ownership since Statehood. As a result, they have not been publicly accessible. The intent of the initiative was to acquire these three properties, operate them as recreation areas, and open up this fairly vast acreage including 28 miles of the East Walker River to the public for fishing, camping, hiking, and for equestrian use and cabin rentals.

So, moving to today, we have actually been on site. We are looking at stakes in the ground already at some of those locations. We are ready to hit the ground running once July 1st gets here.

Governor: I signed the bill yesterday, so you have the money now. As I said, this is a generational opportunity. I have told people, you would have had to be John Fremont to have access to this property because it has been in private hands since Statehood. There are so many incredible natural resource and recreational opportunities that truly have not been available anywhere in the State. To be able to get on a canoe or a paddle board and be able to go those 30 miles on the Walker River or to fish or hike as you said. There are even petroglyphs that are up there - the solitude that you can have. This is Central Nevada at its best, to be able to go out there and be able to look for 100 miles and not see anything. The part I was hoping you would talk about Mr. Johnson was the cabin that was there that actually was used by Mark Twain. It was damaged in an earthquake but Mark Twain had provided some assistance in repairs. That is a remarkable spot that is going to be restored and is going to be a Visitor's Center, as well as a place for some of your State Parks Officers to be able to stay as well. It is just one of those places that there is going to be something for everybody. You do not really appreciate it, the vastness of it, until you go out there.

Mr. Donohue, the other thing that I would like you to place on the record is how much the State paid for that.

Charles Donohue: Sure Governor. This is a gift coming from the National Fish and Wildlife Foundation so the cost to the State is zero dollars for taking possession of these properties.

Governor: This is going to be an incredible destination. I know Mr. Johnson has great plans for it and will make sure that it is accessible to everyone. I cannot think of anything that you cannot do out there in terms of taking advantage of it all. The other piece of it that I am excited about it is, I have described it as a free-range zoo because there are antelope, deer, and turkey. What else do we have out there, Eric?

Eric Johnson: Driving through that area Governor is like driving through multiple western states. You see so many changes in elevation and topography that you will see a host of mammals. The bird life down there is tremendous. There are dozens of species of birds, some of which are quite rare. I am particularly excited about the fishing opportunities down there. I have been working with the Department of Wildlife and they have been very responsive toward planting and increasing the fish population there. Obviously, it is an important area for sage-grouse and as you said, antelope are all over that country. It is quite a mule deer migration route and a home property for them.

Governor: All right, thank you very much. Are there any questions from the Attorney General or Secretary of State?

Secretary of State: Governor, I just wanted to thank the gentlemen at the table so much and thank you Governor for this. I am looking forward, as you said Governor, to be able to go and look at these properties that we have for the State now. What a wonderful gift, so congratulations to the State of Nevada. I did watch this Governor as it proceeded through session and I am very happy to see you signed it and that it is going forward. That is incredible.

Governor: Thank you. I would like to publicly thank Fish and Wildlife Foundation for this donation. I think the real value of it is, over \$11 million, is that accurate, Mr. Donohue? Somewhere in that ballpark or was it \$8 million?

Charles Donohue: Without the water on it Governor, it is about \$8.3 million.

Governor: I do not know if there has ever been a donation of property that large to the State of Nevada. Do you have any understanding of that history?

Charles Donohue: I believe this would be the largest donation of real property to the State from looking at our records.

Governor: Thank you.

Secretary of State: Governor, for the record, the Attorney General corrected me and said, 12,000 acres, but I think you said something about 28 acres?

Governor: No, 28 miles of access to East Walker.

Secretary of State: Oh, 28 miles. I want to be correct, 12,000 acres. That is enormous.

Governor: 28 miles. You get into some places that no one has been able to have access to in 152 years. I know that when I talk about this with people they want to go. One of those ranches is the Hilton Ranch. Mr. Hilton, that is an individual that can stay anywhere in the world that he wants, and guess where he chooses to go? He likes to go to that ranch - that is how special it is. There is also another building that is on that property that I know is still going to be a few more years until it is going to be freely available, but it is a Pony Express Stop or a stagecoach stop that had been used pre-Statehood as well.

Charles Donohue: Yes Governor, it is called the Mobley Motel and it was actually a stable area built in the 1860s. It has been restored. It is in, I would say, as close to perfect condition as it could be. It is a phenomenal structure.

Governor: All right, whoever wants to go, raise your hand! Again, thank you very much. I truly appreciate your hard work, both of you, because I know it was a monumental task to make this a reality. There is a lot to do. Now it is on you Eric, but I think that is going to be truly a labor of love for you, thank you gentlemen.

All right, are there any further questions with regard to agenda number 14? I hear and see none.

15. Information Item – Department of Conservation and Natural Resources – Division of State Lands

Pursuant to NRS 321.5954, the Department of Conservation and Natural Resources, Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program. Also, pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the 3rd quarter of fiscal year 2017.

Additional Information:

- 1989 Tahoe Basin Act
There were no transfers of lands or interest in lands during the quarter.
- Lake Tahoe Mitigation Program
The agency reports that there were no acquisitions of land or interest during the quarter.

Governor: We will move to agenda item number 15, Department of Conservation and Natural Resources, Division of State Lands.

Clerk: Thank you Governor. Agenda Item 15 is an informational report regarding lands or interests in lands transferred, sold, exchanged or leased under the Tahoe Basin Act Program, as well as a quarterly report on the status of real property or interest in real

property transferred under the Lake Tahoe Mitigation Program which are required pursuant to NRS 321.5954 and Chapter 355, of the Statutes of Nevada, 1993 respectively. This report is for the quarter ending March 31, 2017 and there were no activities under either of these two programs for the quarter.

Governor: All right, thank you Mr. Wells. I would assume no questions since there was no activity.

16. Public Comment (No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically include on an agenda as an action item)

Governor: We will move to agenda item number 16, Public Comment. Is there any member of the public here in Carson City that would like to provide comment to the Board? I hear and see none. Is there any public comment from Las Vegas?

Las Vegas: None Governor.

17. Adjournment (For possible action)

Governor: Is there a motion to adjourn?

Attorney General: Move to adjourn.

Governor: Attorney General has moved to adjourn. Is there a second?

Secretary of State: I second.

Governor: Seconded by the Secretary of State. The motion passes 3-0, this meeting is adjourned. Thank you ladies and gentlemen.

Brian Sandoval
Governor



Patrick Gates
Director

Lee-Ann Easton
Deputy Director

Keith Wells
Administrator

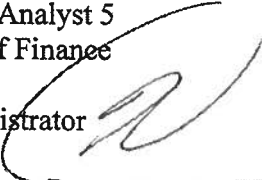
**STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
FLEET SERVICES DIVISION**

750 E. King Street
Carson City, Nevada 89701-4768
Phone: (775) 684-1880 | Fax: (775) 684-1888
Website: www.fleetservices.nv.gov

MEMORANDUM

June 6, 2017

TO: Paul Nicks, Budget Analyst 5
Governor's Office of Finance

FROM: Keith Wells, Administrator 

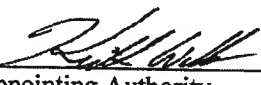

SUBJECT: June BOE Agenda Item Request

Can you please schedule the attached Board of Examiners (BOE) vehicle purchase request on the June BOE agenda. The request is to replace one 2016 Ford Police Utility Interceptor which was totaled in an accident.

Attachments:

- BOE Vehicle Purchase Request Form
- Vehicle Purchase Spreadsheet
- New Vehicle Quote
- Risk Management Payoff Notification

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

Agency Name: Administration / Fleet Services	Budget Account #: 1356	
Contact Name: Keith Wells	Telephone Number: 775-684-1880	
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:		
Number of vehicles requested: <u>One</u> Amount of the request: <u>\$28,883</u> Is the requested vehicle(s) new or used: <u>New</u> Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: Police SUV Mission of the requested vehicle(s): Nevada Transportation Authority		
Were funds legislatively approved for the request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, please provide the decision unit number: If no, please explain how the vehicles will be funded? Reserves / Insurance Recovery	
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> <u> </u> Addition(s) <input checked="" type="checkbox"/> <u> </u> Replacement(s)		
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. N/A		
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: 2016 Ford Police SUV Odometer Reading: 13952 Type of Vehicle: Ford Police SUV Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:	Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. Vehicle Totaled in Accident If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.	
<i>Please attach an additional sheet if necessary</i>		
APPOINTING AUTHORITY APPROVAL:		
 Agency Appointing Authority	 Title	<u>6.6.17</u> Date
BOARD OF EXAMINERS' APPROVAL:		
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase		
Board of Examiners _____ Date _____		

**Fleet Services Division FY2018 Accident Recovery July
2017 BOE Vehicle Purchase**

Order ID	Purchase Order	FS Order Date	B/A	Agency	Loc	Make	Model	Dealer	O/Cost	I/Cost	Total	QTY	Replaces
FS007			3922	NTA	Reno	Ford	Interceptor	Jones West	1,394.00	27,489.00	28,883.00	1	57C018
						Utility						<u>Quantity</u>	
												<u>1</u>	
											<u>28,883.00</u>		

STANDARD PAGE/COST MATRIX ~ BID #8477 POLICE VEHICLES~ UPDATED 20160927

(Use separate page for each package)

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

Specify State's Vehicle Item Number: <small>(i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)</small>		1.2, SUV, 4DR, 4WD, 5-6PASS	
Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:		Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
2017 FORD UTILITY POLICE INTERCEPTOR (K8A)		AWD / \$27,489 ✓	AWD / \$27,825
State vehicle miles per gallon (MPG): 16 CITY / 21 HWY			
State manufactures warranty: 3 YRS/36000 MILES			
Specify alternate fuel engine size and emission rating: 3.7L V6 TIVCT FFV			
Includes Minimum Standard Equipment Listed: ___ Yes ___ No If no, state exceptions:			
Exterior Color: List available colors: (CC=CLEARCOAT; M=METALLIC)			
ARIZONA BEIGE CC/M	E3	LIGHT BLUE M	LN
MEDIUM BROWN M	BU	ULTRA BLUE M	MM
MEDIUM TITANIUM M	YG	INGOT SILVER CC/M	UX
DARK TOREADOR RED CC/M	JL	SILVER GRAY CC/M	TN
KODIAK BROWN M	J1	EBONY CC	UA
NORSEA BLUE M	KR	OXFORD WHITE CC	YZ
DARK BLUE	LK	STERLING GRAY CC/M	UJ
BLUE JEANS M	N1	SMOKESTONE M	HG
ROYAL BLUE	LM	SHADOW BLACK	G1
Seats, Cloth: List available colors:			
BLACK			
GVW: NA# <small>(When Applicable)</small>		WHEELBASE: 114" / LENGTH: 197" <small>(When Applicable)</small>	

Accident Recovery
Order ID F5007
B/A 3922
Replaces 57C018

27489 Base
1394 options

\$28,883

2017 UTILITY POLICE INTERCEPTOR POLICE INTERCEPTOR CONTENT

Unique Utility Police Interceptor Features Include:

MODEL/SERIES/AVAILABILITY

- 2 Available Models
 - 3.7L V6 Ti-VCT FFV AWD
 - 3.5L V6 EcoBoost® AWD
- 1 Available Series
 - 500A

MECHANICAL

- AWD Drivetrain – Standard for enhanced handling precision and unsurpassed traction on wet or dry surfaces
- 3.7L Ti-VCT V6 FFV High efficient Police Calibrated (V6 displacement technology is optimal for long days spent idling or on the job)
- Brakes – Police calibrated high performance system. 4-Wheel heavy-duty disc w/heavy-duty front and rear calipers
- Rotors – large mass for high thermal capacity and calipers with large swept area.
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Transmission – 6-speed automatic, exclusively police calibrated for maximum acceleration and faster closing speeds
- Alternator – Heavy-Duty 220 Amp
- Battery – Heavy-Duty 750 CCA
- Cooling System – Heavy-duty, large high volume radiator, Engine oil cooler and transmission oil cooler
- Engine Hour Meter
- Powertrain mounts – Heavy-Duty.
- Wheels
 - Heavy-duty steel, vented with center cap
 - Full size spare tire w/TPMS

INTERIOR FEATURES

- Cargo Area – Spacious area for police equipment
- Column Shifter
- Flooring – Heavy-duty vinyl, offers ease of cleaning, long term durability
- Pedals – Power-adjustable
- Seats
 - Front – Police grade cloth – 6-way power-adjustable Manual lumbar, seatback foam designed to comfortably accommodate a utility belt
 - Built-in steel intrusion plates in both front-seatbacks
 - 2nd Row – Police grade vinyl, offer easy care for cleaning
 - Liftgate access with manual lock cylinder
- Simple Fleet Key (w/o microchip, easy to replace)
- Speedometer – Certified, digital readout in message center and analog gauge
- Universal equipment tray atop instrument panel (ideal for radar and other police equipment)

POLICE UPFIT FRIENDLY

- Consistent 9-inch space between driver and passenger seats for aftermarket consoles
 - Console mounting plate
 - Dash pass-thru opening for aftermarket wiring
 - Headliner – Easy to drop
 - Integrated LED police flashers (Available)
 - Taillamps – Integrated police flashers (Available)
 - ★ Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2nd row passenger seat floorboard).
- Note:** Now standard on the Police Interceptor Utility

TECHNOLOGY

- BLIS® – Blind Spot Monitoring with Cross-traffic Alert (Available)
- Ford SYNC® – Hands-free communications with programmable steering wheel-mounted controls (Available)
- Rear Video Camera with Washer (Standard)
- Reverse Sensing (Available)
- Unique Steering Wheel (with up to 4-remappable configurations – Available)

COMMONALITY

- Commonality of parts between the Sedan and Utility Interceptors include: Front brake calipers, rear brake calipers, wheels, battery, 220 amp alternator, PTU, RDU and front-seats.
- Maintenance Components – Oil filter, air filter, spark plugs, front and rear brake pads, front and rear brake rotors and tires.

SAFETY/SECURITY HIGHLIGHTS

- AdvanceTrac® w/RSC® (Roll Stability Control™) police tuned gyroscopic sensors work seamlessly with the ABS
- Ballistic Door-Panels (National Institute of Justice (NIJ) certified to stop Type III, IV and all lesser NIJ rounds) (Available)
- Exterior Key Locks – Driver, passenger side and liftgate
- 75-mph Rear End Crash Tested
(Note: The full-size spare tire secured in the factory location is necessary to achieve police-rated 75 mph rear impact crash-test performance attributes)

WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper

FORD POLICE INTERCEPTOR EXTENDED SERVICE PLAN Powertrain CARE PROTECTION

- 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) on ALL 2017MY Police Interceptors – Sedan and Utility (Standard)

NEW FOR 2017

- Police Engine Idle feature (47A) Available
- Police Silent Mode (43L) Available
- Global Lock / Unlock feature (18D) Available
- Front Interior Visor Light Bar (96W) Available
- Two (2) 50 amp battery ground circuits – power distribution junction block – Now standard

LATEST ORDER GUIDE UPDATES

- Clarification to Dark Car Feature (43D) and Police Silent Mode (43L)
- Front Interior Visor Light Bar (96W) requires Rear Console Plate (85R)

Product Changes and Features Availability

Features, options and package content subject to change. Please check www.fmcdealer.com or Dealer eStore for the most current information.

★ = New for this model year

2017 UTILITY POLICE INTERCEPTOR STANDARD EQUIPMENT

The following items are std. 2017MY UTILITY POLICE INTERCEPTOR vehicle:

MECHANICAL

- Alternator – 220-Amp
- Axle Ratio – 3.65 (AWD)
- Battery – H.D. maintenance-free 78A/750-CCA
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Column Shifter
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.7L V6 Ti-VCT
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 18.6 gallons
- Suspension – independent front & rear
- Transmission – 6-speed automatic

EXTERIOR

- Antenna, Roof-mounted
- Cladding – Lower bodyside cladding (Black)
- Deflector Plate – Undercarriage deflector plate protect the underbody, powertrain and chassis components (Standard on EcoBoost® Only)
- Door Handles – Black (MIC)
- Exhaust True Dual
- Front-Door-Lock Cylinders (Front Driver / Passenger / Liftgate – Lock cylinder repositioned into decklid appliqué trim)
- Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass
- Grille – Black
- Headlamps – LED Low Beam; Incandescent (Halogen) High Beam
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®)
- Spare – Full size 18" Tire w/TPMS
- Spoiler – Painted Black
- Tailgate Handle – Painted Black
- Tail lamps – LED
- Tires – 245/55R18 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 18" x 8.0 painted black steel with wheel hub cover
- Windshield – Acoustic Laminated

INTERIOR/COMFORT

- Cargo Hooks
- Climate Control – Single-Zone Manual
- Door-Locks
 - Power
 - Rear-Door Handles and Locks Operable
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-illuminated
- Grab Handles – (1 – Front-passenger side, 2-Rear)
- Liftgate Release Switch located in overhead console (45 second timeout feature)
- Lighting
 - Overhead Console with sunglass holder
 - 1st row task lights (driver and passenger)
 - Dome Lamp – 1st row (red/white)
 - 2nd/3rd row overhead map light
- Mirror – Day/night Rear View
- Particulate Air Filter
- Power-Adjustable Pedals (Driver Dead Pedal)
- Powerpoints – (2) First Row
- Rear-window Defrost
- Scuff Plates – Front & Rear

INTERIOR/COMFORT (continued)

- Seats
 - 1st Row Police Grade Cloth Trim, Dual Front Buckets
 - 1st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar)
 - 1st Row – Passenger 2-way manual track (fore/aft. with manual recline)
 - Built-in steel intrusion plates in both driver/passenger seatbacks
 - 2nd Row Vinyl, 60/40 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Speed (Cruise) Control
- Speedometer – Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt, Urethane wheel finish w/Silver Painted Bezels) with Speed Controls and Redundant Audio Controls
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P for mounting aftermarket equipment
- Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™) w/Hydraulic Brake Assist
- Airbags, 2nd generation driver & front-passenger, side seat, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- Belt-Minder® (Front Driver / Passenger)
- Child-Safety Locks (capped)
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

FUNCTIONAL

- Audio
 - AM/FM / CD / MP3 Capable / Clock / 6 speakers
 - 4.2" Color LCD Screen Center-Stack "Smart Display"
 - 5-way Steering Wheel Switches, Redundant Controls
- Note: Radio does "not" include USB Port or Aux. Audio Input Jack
- Note: USB Port and Aux. Audio Input Jack requires SYNC® (53M)
- Easy Fuel® Capless Fuel-Filler
- Front door tether straps (driver/passenger)
- Power pigtail harness
- Rearview Camera with Washer viewable in 4" centerstack – OR – Rear View Camera viewable in rear view mirror 87R (No charge option)
- Recovery Hook, Rear Only
- Simple Fleet Key (w/o microchip, easy to replace)
- Two-way radio pre-wire
- ★ Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2nd row passenger seat floorboard)
- Windows – Rear Defroster
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

* = New for this model year

**2017 UTILITY POLICE INTERCEPTOR
EQUIPMENT GROUP**

Series	Option Code	Police Interceptor 500A
Utility Police Interceptor AWD (incl. D&D)	K8A	S
3.7L V6 Ti-VCT FFV with 6-Speed Automatic Transmission	99R / 44C	S
3.5L V6 EcoBoost® – (131mph Top Speed)	99T / 44C	\$3103
EQUIPMENT GROUP		
Interior Upgrade Package – 1 st and 2 nd Row Carpet Floor Covering – Cloth Seats – Rear – Center Floor Console less shifter w/unique Police console finish plate – Includes Console – Top Plate – Finish 3 (incl. 2 cup holders) – Floor Mats, front and rear (carpeted) – Deletes the standard console mounting plate (85D) Note: Not available with options: 67G, 67H, 67U	65U	\$371
Front Headlamp / Police Interceptor Housing Only – Pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) – Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights) Note: Not available with options: 66A and 67H	86P	\$119
Front Headlamp Lighting Solution – Includes base LED Low beam/Incandescent (Halogen) High beam headlamp with High Beam Wig-wag function and two (2) white rectangular LED side warning lights – Includes pre-wire for grille LED lights, siren and speaker (60A) – Wiring, LED lights included. Controller "not" included Note: Not available with option: 67H Note: Recommend using Cargo Wiring Upfit Package (67G) or Ultimate Wiring Package (67U)	66A	\$809
Tail Lamp / Police Interceptor Housing Only – Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies) Note: Not available with options: 66B and 67H	86T	\$58
Tail Lamp Lighting Solution – Includes base LED lights plus two (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps – LED lights only. Wiring, controller "not" included Note: Not available with option: 67H Note: Recommend using Cargo Wiring Upfit Package (67G) or Ultimate Wiring Package (67U)	66B	\$404
Rear Lighting Solution – Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass – Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) – LED lights only. Wiring, controller "not" included Note: Not available with option: 67H Note: Recommend using Cargo Wiring Upfit Package (67G) or Ultimate Wiring Package (67U)	66C	\$433
Cargo Wiring Upfit Package – Rear console plate (85R) – contours through 2 nd row; channel for wiring – Wiring overlay harness with lighting and siren interface connections – Vehicle Engine Harness: o Two (2) light connectors – supports up to six (6) LED lights (engine compartment) o Two (2) grille light connectors o One (1) 10-amp siren/speaker circuit (engine to cargo area) – Whelen Lighting PCC8R Control Head – Whelen PCC8R Light Relay Center (mounted behind 2 nd row seat) – Light Controller / Relay Center Wiring (jumper harness) – Whelen Specific Cable (console to cargo area) Connects PCC8R to Control Head – Pre-wiring for grille LED lights, siren and speaker (60A) – Does "not" include LED lights o Recommend Police Wire Harness Connector Kits 47C and 21P Note: Not available with options: 65U, 67H and 67U	67G	\$1272
Ready for the Road Package: All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus – Whelen Cencom Light Controller Head with dimmable backlight – Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor (mounted behind 2 nd row seat) – Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails – High current pigtail – Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head – Pre-wiring for grille LED lights, siren and speaker (60A) – Rear console plate (85R) – contours through 2 nd row; channel for wiring – Grille linear LED Lights (Red / Blue) and harness – 100-Watt Siren / Speaker – Hidden Door-Lock Plunger / Rear-Door Handles Inoperable (52P) Note: Not available with options: 66A, 66B, 66C, 67G, 67U and 65U	67H	\$3244

★ = New for this model year

P = Included in Equipment Group, S = Standard Equipment, O = Optional

2017 UTILITY POLICE INTERCEPTOR EQUIPMENT GROUP

EQUIPMENT GROUP		
(Continued)		
Ultimate Wiring Package Includes the following: – Rear console mounting plate (85R) – contours through 2 nd row; channel for wiring – Pre-wiring for grille LED lights, siren and speaker (60A) – Wiring harness I/P to rear cargo area (overlay) <ul style="list-style-type: none"> o Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) o One (1) 10-amp siren/speaker circuit engine cargo area – Rear hatch/cargo area wiring – supports up to six (6) rear LED lights – Does "not" include LED lights, side connectors or controller <ul style="list-style-type: none"> o Recommend Police Wire Harness Connector Kits 47C and 21P Note: Not available with options: 65U, 67G, 67H	67U	\$524
Police Wire Harness Connector Kit – Front For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • (2) Male 4-pin connectors for siren • (5) Female 4-pin connectors for lighting/siren/speaker • (1) 4-pin IP connector for speakers • (1) 4-pin IP connector for siren controller connectivity • (1) 8-pin sealed connector • (1) 14-pin IP connector Note: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com	47C	\$100
Police Wire Harness Connector Kit – Rear For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • (1) 2-pin connector for rear lighting • (1) 2-pin connector • (6) Female 4-pin connectors • (6) Male 4 pin connectors • (1) 10-pin connector Note: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com	21P	\$123
KEY EXTERIOR OPTIONS		
Engine Block Heater	41H	\$86
License Plate Bracket – Front	153	N/C
Lamps / Lighting		
Auto Headlamp	86L	\$109
Dark Car Feature – Courtesy lamps disabled when any door is opened Note: Not available with Daytime Running Lamps (942)	43D	\$19
★Police Silent Mode – When activated, courtesy lamps and Daytime Running Lamps disabled (user configurable) Note: Daytime Running Lamps do <u>not</u> disable where required by law Note: Requires Daytime Running Lamps (942)	43L	\$19
Daytime Running Lamps	942	\$19
Dome Lamp – Red/White In Cargo Area	17T	\$42
Front Warning Auxiliary LED Lights (Driver side – Red / Passenger side – Blue) Note: Requires 60A	21L	\$524
Forward Indicator Pocket Warning LED Lights – Warn, Park, Turn (Driver side – Red / Passenger side – Blue) Note: Requires 60A	21W	\$607
Front Interior Visor Light Bar (LED) – Super low-profile warning LED light bar fully integrated into the top of the windshield near the headliner. (Red/Red or Blue/Blue operation. White "take down" and "scene" capabilities) Note: Requires Rear Console Plate (85R)	96W	\$1059
Pre-wiring for grille LED lights, siren and speaker	60A	\$49
Rear Quarter Glass Side Marker LED Lights (Driver side – Red / Passenger side – Blue)	63L	\$549
Side Marker LED – Sideview Mirrors (Driver side – Red / Passenger side – Blue) – Located on backside of exterior mirror housing – LED lights only. Wiring, controller "not" included. Note: Requires 60A Note: Recommend using Cargo Wiring Upfit Package (67G), Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	63B	\$276
Spot Lamp Prep Kits		
Spot Lamp Prep Kit, Driver Side Note: Does not include spot lamp housing and bulb	51P	\$132
Spot Lamp Prep Kit, Dual Side Note: Does not include spot lamp housing and bulbs	51W	\$266
Spot Lamp – Incandescent Bulb:		
Driver Only	51Y	\$204
Dual (driver and passenger)	51Z	\$334
Spot Lamp – LED Bulb:		
Driver Only (Unity)	51R	\$375
Driver Only (Whelen)	51T	\$399
Dual (driver and passenger) (Unity)	51S	\$589
Dual (driver and passenger) (Whelen)	51V	\$632

★ = New for this model year

2017 UTILITY POLICE INTERCEPTOR EQUIPMENT GROUP

EQUIPMENT GROUP		
Body		
Glass – Solar Tint 2 nd Row, Rear Quarter and Liftgate Window (Deletes Privacy Glass)	92G	\$114
Glass – Solar Tint 2 nd Row Only, Privacy Glass on Rear Quarter and Liftgate Window	92R	\$81
Roof Rack Side Rails – Black	68Z	\$148
Deflector Plate (Standard on EcoBoost® engine)	76D	\$318
VINYL WRAP OPTIONS		
Two-Tone Vinyl Package #1 <ul style="list-style-type: none"> • Roof Vinyl • RH/LH Front-Doors Vinyl • RH/LH Rear-Doors Vinyl • White (YZ) Only Note: Not available with the following options: 91C, 91D, 91E, 91F, 91G, 91H, 91J	91A	\$797
Two-Tone Vinyl Package #3 <ul style="list-style-type: none"> • Roof Vinyl • RH/LH Front-Doors Only Vinyl • White (YZ) Only Note: Not available with the following options: 91A, 91D, 91E, 91F, 91G, 91H, 91J	91C	\$665
Two-Tone Vinyl – Roof <ul style="list-style-type: none"> • Roof Vinyl • White Only Note: Not available with the following options: 91A, 91C	91H	\$466
Two-Tone Vinyl – RH/LH Front-Doors <ul style="list-style-type: none"> • White Only Note: Not available with the following options: 91A, 91C, 91D, 91E, 91F, 91G	91J	\$290
Vinyl Word Wrap – POLICE “non-reflective” <ul style="list-style-type: none"> • White (YZ) lettering located on LH/RH sides of vehicle Note: Not available with the following options: 91A, 91C, 91D, 91E, 91F, 91G, 91J	91D	\$755
Vinyl Word Wrap – POLICE “reflective” <ul style="list-style-type: none"> • Black lettering located on LH/RH sides of vehicle Note: Not available with the following options: 91A, 91C, 91D, 91F, 91G, 91J	91E	\$755
Vinyl Word Wrap – POLICE “reflective” <ul style="list-style-type: none"> • White lettering located on LH/RH sides of vehicle Note: Not available with the following options: 91A, 91C, 91D, 91E, 91G, 91J	91F	\$755
Vinyl Word Wrap – SHERIFF “non-reflective” <ul style="list-style-type: none"> • White lettering located on LH/RH sides of vehicle Note: Not available with the following options: 91A, 91C, 91D, 91E, 91F, 91J	91G	\$755
Wheels		
Wheel Covers (18" Full Face Wheel Cover) Note: Only available with the standard Police wheel, not available with 64E	65L	\$58
18" Painted Aluminum Wheel Note: Spare wheel is an 18" conventional (Police) black steel wheel	64E	\$451
Audio / Video		
Rear View Camera (Includes Electrochromic Rear View Mirror – Video is displayed in rear view mirror) Note: This option would replace the camera that comes standard in the 4" center stack area. Note: Camera can only be displayed in the 4" center stack (std) "OR" the rear view mirror (87R)	87R	N/C
SYNC® Basic (Voice-Activated Communication System) – Includes single USB port and single auxiliary audio input jack	53M	\$280
Remappable (4) switches on steering wheel (less SYNC®)	61R	\$148
Remappable (4) switches on steering wheel (with SYNC®)	61S	\$148
Doors / Locks (Select only one¹)		
Hidden Door-Lock Plunger w/Rear-door handles operable ¹	52H	\$132
Hidden Door-Lock Plunger w/Rear-door handles inoperable ¹	52P	\$153 / P-67H
Rear-Door Handles Inoperable / Locks Operable ¹	68L	\$33
Rear-Door Handles Inoperable / Locks Inoperable ¹	68G	\$33
*Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the overhead console liftgate unlock switch)	18D	N/C
Windows		
Windows – Rear-window power delete, operable from front driver side switches	18W	\$24
Flooring / Seats		
1 st and 2 nd row carpet floor covering (includes floor mats, front and rear)	16C	\$119 / P-65U
2 nd Row Cloth Seats	88F	Incl. / P-65U
Power passenger seat (6-way) w/manual recline and lumbar	87P	\$309
Front Console Plate – Delete Note: Not available with option: 67G, 67H, 67U, 85R	85D	N/C / P-65U
Rear Console Plate Note: Not available with option: 65U, 85D	85R	\$33 / P-67G / P-67H / P-67U

¹ Options 68L, 68G, 52H and 52P not available in any combination

★ = New for this model year

2017 UTILITY POLICE INTERCEPTOR EQUIPMENT GROUP

EQUIPMENT GROUP		
Keys (Note: Not compatible with Remote Keyless-Entry – 595)		
Keyed Alike – 1435x	59E	\$49
Keyed Alike – 1284x	59B	\$49
Keyed Alike – 0135x	59D	\$49
Keyed Alike – 0576x	59F	\$49
Keyed Alike – 1111x	59J	\$49
Keyed Alike – 1294x	59C	\$49
Keyed Alike – 0151x	59G	\$49
Safety & Security		
Ballistic Door-Panels (Level III) – Driver Front-Door Only ²	90D	\$1506
Ballistic Door-Panels (Level III) – Driver & Pass Front-Doors ²	90E	\$3012
Ballistic Door-Panels (Level IV+) – Driver Front-Door Only ³	90F	\$2294
Ballistic Door-Panels (Level IV+) – Driver & Pass Front-Door Only ³	90G	\$4588
BLIS® – Blind Spot Monitoring with Cross-traffic Alert (Requires 54Z) Note: Includes manual fold-away mirrors, w/heat, w/o memory, w/o puddle lamps	55B / 54Z	\$517
Lockable Gas Cap for Easy Fuel® Capless Fuel-Filler	19L	\$19
Mirrors – Heated Sideview	549	\$58
Perimeter Anti-Theft Alarm – Activated by Hood, Door or Liftgate – Requires Key Fob (595)	593	\$114
★ Police Engine Idle feature – This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.	47A	\$248
Remote Keyless-Entry Key Fob (w/o Keypad, less PATS) Note: Not available with Keyed Alike	595	\$248
Reverse Sensing	76R	\$261
Misc		
Aux Air Conditioning Note: Not available with Cargo Storage Vault (63V)	17A	\$579
Badge Delete – Deletes the "Police Interceptor" badging on rear liftgate – Deletes the "Interceptor" badging on front hood (EcoBoost®)	16D	N/C
Cargo Storage Vault (includes lockable door and compartment light) Note: Not available with Aux Air Conditioning (17A)	63V	\$232
Scuff Guards – Protective wrap edging located on front edge of both rear-doors – Top surface of rear bumper (help protect the upper surface from paint damage that can occur while loading and unloading of cargo)	55D	\$86
My Speed Fleet Management – Allows dealer or fleet administrator to lower the maximum vehicle speed and the maximum audio system volume using a Ford authorized IDS diagnostic service tool – Allows the VMAX speed to be set in 5mph increments (between 90 – 131 mph) Note: See Uplifter's Guide for further detail www.fordpoliceinterceptorupfit.com	43S	\$58
Noise Suppression Bonds (Ground Straps)	60R	\$95
Enhanced PTU Cooler – Power Transfer Unit – Recommended Usage: EVOG Training; Continuous / Extended Track Usage Note: This PTU Cooler is not required for day to day patrol usage Note: Requires the 3.5L V6 EcoBoost® Engine (99T)	52B	\$2779
100 Watt Siren/Speaker (includes bracket and pigtail)	18X	\$285P-67H

² Tested and meets the requirements of NIJ Standard 0108.01 Level III:
 • 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr)
 Per LAPD requirements, they're also designed to withstand special threat rounds:
 • 7.62 x 39 mm MSC 7.9g (Type 56)
 • 5.56 x 45 mm M193 3.36g
 • 5.56 x 45mm M855 4g

³ Tested and meets the requirements of NIJ Standard 0108.01 Level IV:
 • .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g)
 Designed to withstand special threat rounds:
 • 7.62 x 54R LPS 9.65g
 • 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr)
 In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds listed in footnote 2.

★ = New for this model year

P = Included in Equipment Group, S = Standard Equipment, O = Optional

Paul Nicks

From: DeAnna Guthrie
Sent: Wednesday, June 07, 2017 8:48 AM
To: Keith Wells
Subject: 2016 Explorer EX 57C018

Keith,

Please note the total reimbursement for the above-mentioned vehicle is \$22,317.50. This amount will be paid after the June IFC.

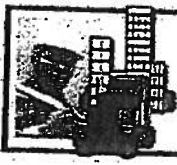
Thank you.

DeAnna Guthrie | Program Officer

Nevada Department of Administration | Risk Management Division

T: (775)687-3189 | F: (775)687-3195 | E: dguthrie@admin.nv.gov

www.risk.nv.gov



17-055

Department of Administration
RISK MANAGEMENT



17-191

~~17-189~~

VEHICLE ACCIDENT REPORT

INSTRUCTIONS:

- COMPLETE as much information as possible at the scene.
- REPORT all accidents involving third parties, whether or not there is damage or injury.
- COOPERATE with investigating officer(s) and the State's adjuster(s).

WITHIN 48 HOURS:

- Send copy to AG's Office Claims Manager, DMV Legal/Tort Claims, 555 Wright Way, Carson City, NV 89711
- Send copy to Risk Management Claims Manager, 201 S. Roop St., Suite 201 Carson City NV 89701

Date of Accident January 5, 2017 Time 14:39

OUR INFORMATION:

Driver's Name [REDACTED] Agency Nevada Transportation Authority

Office Address 1755 E. Plumb Lane, Suite 2126, Reno, 89502 Bus. Phone 755-688-2800

Driver's Lic. No. _____ State _____ Expiration Date _____

Contact Person Chris Schneider Title Deputy Commissioner Phone 775-688-2800

Is this a MOTORPOOL Vehicle? Yes Vehicle ID No. (VIN) 1FM5K8AR9GGB55008

Plate No. 57C-018 Year 2016 Make Ford Model Explorer

Location of vehicle [REDACTED] continued to drive around until the second accident soon thereafter.

Location of Accident N. Carson Street and W. Nye.

Describe Damage to State Vehicle: Windshield Damage only? No If NO describe damage The driver drove into the rear of a same direction vehicle while attempting to pass on the right. MINIMAL DAMAGE.

Accident Reported to (NHP, Metro, Reno P.D., etc.) CC Sheriff Report # Not avail. Citations Issued? Yes

If Yes, explain: CARSON CITY SHERIFF WROTE CITATION # CC0081513 ACCIDENT CASE # 2017-87.
- WAS TOLD BY SHERIFF THAT ACCIDENT REPORT WOULD BE AVAILABLE MONDAY OR TUESDAY (1/9 or 1/10),

THEIR INFORMATION: Self-Insurance card provided to driver/owner? D Yes D No

Owner's Name _____ Daytime Phone _____

Address _____ City/State/Zip _____

Insurance Company The Hartford Policy No. [REDACTED] City/State _____

Insurance Agent _____ Phone No. 800-243-5860

Plate No. [REDACTED] State NV Year 2016 Make SUBARU Model Forester 2.5I Limited

Driver's name [REDACTED] Daytime phone _____

Address _____ City/State/Zip _____

Driver's Lic. No. _____ State _____ Expiration Date _____

Describe damage to other vehicle and any injuries reported: Unknown at this time.

EXPLAIN WHAT HAPPENED:

The driver drove into the rear of a same direction vehicle while attempting to pass on the right.

WITNESSES (Please include NAME, ADDRESS and PHONE NUMBER)

Unknown at this time.

PERSONS INJURED (If injured person is a State Employee, complete a Worker's Compensation Claim Form)

Unknown at this time

Agency Information: Damage estimates attached Estimates will follow

State Driver's Signature _____ Date _____

Reviewed by Safety Coordinator _____ Date _____

Reviewed by Department Head _____ Date _____

Event Number: 17-88		STATE OF NEVADA TRAFFIC CRASH REPORT SCENE INFORMATION SHEET Revised 01/2016			Crash Number: CCSO17-88		Scene Information							
Code Revision: 01/01/2016					<input checked="" type="checkbox"/> 1) Property <input type="checkbox"/> 2) Injury <input type="checkbox"/> 3) Fatal									
<input checked="" type="checkbox"/> 1) Urban <input type="checkbox"/> 2) Rural		<input type="checkbox"/> 1) Emergency Use <input type="checkbox"/> 2) Office Report		<input type="checkbox"/> 1) Preliminary Report <input checked="" type="checkbox"/> 2) Initial Report		<input type="checkbox"/> 3) Resubmission <input type="checkbox"/> 4) Supplement Report		<input checked="" type="checkbox"/> 1) Hit and Run <input checked="" type="checkbox"/> 2) Private Property		Agency Name: CARSON CITY SO				
Crash Date 1 / 5 / 2017		Time 1500		Day THU		Beat / Sector 3		<input type="checkbox"/> 1) County <input checked="" type="checkbox"/> 2) City CARSON CITY						
Mile Marker		# Vehicles 2		# Non Motorists 0		# Occupants 1		# Fatalities 0		# Injured 0				
										# Restrained 0				
Occurred On: (Highway # or Street Name) <input type="checkbox"/> 1) Parking Lot <input type="checkbox"/> 2) Active School Zone 500 BLK E JOHN ST														
<input type="checkbox"/> 1) At Intersection With														
<input checked="" type="checkbox"/> 2) or 300 <input checked="" type="checkbox"/> 3) Feet <input type="checkbox"/> 4) Miles <input checked="" type="checkbox"/> 5) Approximate EAST Of (Cross Street) N STEWART ST														
Surface			Intersection			Paddle Markers			Access Control					
<input checked="" type="checkbox"/> 1) Asphalt <input type="checkbox"/> 2) Concrete <input type="checkbox"/> 3) Gravel <input type="checkbox"/> 4) Dirt <input type="checkbox"/> 5) Other			<input type="checkbox"/> 1) Four Way <input type="checkbox"/> 2) > Four Way <input type="checkbox"/> 3) T <input type="checkbox"/> 4) Y <input type="checkbox"/> 5) Roundabout <input type="checkbox"/> 6) Other			<input checked="" type="checkbox"/> 1) None <input type="checkbox"/> 2) Left Side <input type="checkbox"/> 3) Right Side <input type="checkbox"/> 4) Both Sides <input type="checkbox"/> 5) Unknown			<input checked="" type="checkbox"/> 1) None <input type="checkbox"/> 2) Full <input type="checkbox"/> 3) Partial					
Roadway Character			Roadway Conditions			Total Thru Lanes			Average Roadway Widths			Roadway Grade		
<input type="checkbox"/> 1) Curve & Grade <input type="checkbox"/> 2) Curve & Hillcrest <input type="checkbox"/> 3) Curve & Level <input type="checkbox"/> 4) Straight & Grade <input type="checkbox"/> 5) Straight & Hillcrest <input checked="" type="checkbox"/> 6) Straight & Level <input type="checkbox"/> 7) Unknown <input type="checkbox"/> 8) Other			<input type="checkbox"/> 1) Dry <input checked="" type="checkbox"/> 2) Ice <input type="checkbox"/> 3) Wet <input type="checkbox"/> 4) Snow <input type="checkbox"/> 5) Sand / Mud / Dirt / Gravel <input type="checkbox"/> 6) Other <input type="checkbox"/> 7) Slush <input type="checkbox"/> 8) Standing Water <input type="checkbox"/> 9) Moving Water <input type="checkbox"/> 10) Unknown <input type="checkbox"/> 11) Oil			Main Road <input type="checkbox"/> 1) One <input checked="" type="checkbox"/> 2) Two <input type="checkbox"/> 3) Three <input type="checkbox"/> 4) Four <input type="checkbox"/> 5) Five <input type="checkbox"/> 6) > 5			Travel Lane: 12 Ft Storage / Turn Lane: 0 Ft Median: 0 Ft Paved Shoulder: Inside 0 Outside 0			<input checked="" type="checkbox"/> 1) Not Determined <input type="checkbox"/> 2) Relatively Level Roadway <input type="checkbox"/> 3) Up Slope (+) <input type="checkbox"/> 4) Down Slope (-)		
Pavement Markings			Roadway Description			Weather Conditions								
<input type="checkbox"/> 1) Centerline, Broken Yellow <input type="checkbox"/> 2) Centerline, Solid Yellow <input checked="" type="checkbox"/> 3) Centerline, Double Yellow <input type="checkbox"/> 4) Lane Line, Broken White <input type="checkbox"/> 5) Lane Line, Solid White <input type="checkbox"/> 6) No Passing, Either Direction <input type="checkbox"/> 7) Turn Arrow Symbols <input type="checkbox"/> 8) Center Turn Lane Line <input type="checkbox"/> 9) Edge Line, Left Yellow <input type="checkbox"/> 10) Edge Line, Right White <input type="checkbox"/> 11) Other <input type="checkbox"/> 12) None <input type="checkbox"/> 13) Unknown			<input checked="" type="checkbox"/> 1) Two-Way, Not Divided <input type="checkbox"/> 2) Two-Way, Divided, Unpro, Median <input type="checkbox"/> 3) Two-Way, Divided, Median Barrier <input type="checkbox"/> 4) One-Way, Not Divided <input type="checkbox"/> 5) Unknown <input type="checkbox"/> 6) Off Road			<input type="checkbox"/> 1) Clear <input type="checkbox"/> 2) Cloudy <input checked="" type="checkbox"/> 3) Snow <input type="checkbox"/> 4) Rain <input type="checkbox"/> 5) Blowing Sand, Dirt, Soil <input type="checkbox"/> 6) Other <input type="checkbox"/> 7) Fog, Smog, Smoke, Ash <input type="checkbox"/> 8) Severe Crosswinds <input type="checkbox"/> 9) Sleet / Hail <input type="checkbox"/> 10) Unknown <input type="checkbox"/> 11) Blowing Snow								
Light Conditions			Vehicle Collision Type			Location of First Event								
<input type="checkbox"/> 1) Dark <input type="checkbox"/> 2) Dawn <input checked="" type="checkbox"/> 3) Daylight <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other <input type="checkbox"/> 6) Dark—No Roadway Lighting <input type="checkbox"/> 7) Dark—Spot Roadway Lighting <input type="checkbox"/> 8) Dark—Continuous Roadway Lighting <input type="checkbox"/> 9) Dark—Unknown Roadway Lighting			<input type="checkbox"/> 1) Head On <input type="checkbox"/> 2) Rear End <input type="checkbox"/> 3) Backing <input checked="" type="checkbox"/> 4) Angle <input type="checkbox"/> 5) Rear to Rear <input type="checkbox"/> 6) Sideswipe - Meeting <input type="checkbox"/> 7) Sideswipe - Overtaking <input type="checkbox"/> 8) Non Collision <input type="checkbox"/> 9) Unknown <input type="checkbox"/> 10) Rear to Side			<input type="checkbox"/> 1) Travel Lane <input type="checkbox"/> 2) Turn Lane <input type="checkbox"/> 3) Gore <input type="checkbox"/> 4) Median <input type="checkbox"/> 5) Inside Shoulder <input type="checkbox"/> 6) Outside Shoulder <input type="checkbox"/> 7) Intersection <input type="checkbox"/> 8) Private Property <input checked="" type="checkbox"/> 9) Roadside <input type="checkbox"/> 10) Other <input type="checkbox"/> 11) Ramp <input type="checkbox"/> 12) Unknown <input type="checkbox"/> 13) Separator <input type="checkbox"/> 14) Parking Lane/Zone								
Roadway / Environment Factors			Type of Work Zone			Work Area Zone								
<input type="checkbox"/> 1) None <input type="checkbox"/> 2) Weather <input type="checkbox"/> 3) Debris <input type="checkbox"/> 4) Glare <input type="checkbox"/> 5) Other Roadway <input type="checkbox"/> 6) Other Environmental <input type="checkbox"/> 7) Shoulders <input type="checkbox"/> 8) Road Obstruction <input type="checkbox"/> 9) Worn Traffic Surface <input checked="" type="checkbox"/> 10) Wet, Icy, Snow, Slush <input type="checkbox"/> 11) Ruts, Holes, Bumps <input type="checkbox"/> 12) Animal in Roadway <input type="checkbox"/> 13) Unknown <input type="checkbox"/> 14) Visual Obstruction <input type="checkbox"/> 15) Backup Prior Crash <input type="checkbox"/> 16) Backup Non Recurring Incident <input type="checkbox"/> 17) Backup Regular Congestion <input type="checkbox"/> 18) Work Zone <input type="checkbox"/> 19) Non Highway Work <input type="checkbox"/> 20) Railway Grade Crossing <input type="checkbox"/> 21) Shared User Path/Trail			<input type="checkbox"/> 1) Lane Closure <input type="checkbox"/> 2) Lane Shift/Crossover <input type="checkbox"/> 3) Work on Shoulder or Median <input type="checkbox"/> 4) Intermittent/Moving Work <input type="checkbox"/> 5) Other			<input type="checkbox"/> 1) Advanced Warning Area <input type="checkbox"/> 2) Transition Area <input type="checkbox"/> 3) Activity Area <input type="checkbox"/> 4) Termination Area								
			Workers Present			Law Enforcement Present								
			<input type="checkbox"/> 1) Yes <input type="checkbox"/> 2) No			<input type="checkbox"/> 1) No <input type="checkbox"/> 2) Officer Present <input type="checkbox"/> 3) LE Vehicle Only Present								
Describe Property Damage:														
Property Damage To Other Than Vehicle						Owner's Name:								
						<input type="checkbox"/> 1) Owner Notified								
Owner's Address (Street Address City, State Zip)														
First Harmful Event		Code #		Description										
		214		MOTOR VEHICLE IN TRANSPORT										
Investigation Complete		Photos Taken		Scene Diagram		Statements		Date Notified		Time Notified				
<input checked="" type="checkbox"/> 1) Yes <input type="checkbox"/> 2) No		<input checked="" type="checkbox"/> 1) Yes <input type="checkbox"/> 2) No		<input type="checkbox"/> 1) Yes <input checked="" type="checkbox"/> 2) No		<input checked="" type="checkbox"/> 1) Yes <input type="checkbox"/> 2) No #2		1 / 5 / 2017		1605				
Arrival Date		Arrival Time		Investigator(s)		ID Number		Date		Reviewed By				
1 / 5 / 2017		1510		Enclinas		5161		1 / 5 / 2017		Earl Mays				
Date Reviewed		Page												
1 / 9 / 2017		1 of 6												

Event Number: 17-88

Cude Revision: 01/01/2016

STATE OF NEVADA
TRAFFIC CRASH REPORT
SCENE INFORMATION SHEET
Revised 10/20/15

Crash Number:

CCSO17-88

Scene Information

Agency Name:

CARSON CITY SO

Description of Crash / Narrative

V1 DRIVER WAS EASTBOUND ON E. JOHN ST. (500 BLK.) AT A RATE OF SPEED THAT WAS TOO FAST FOR THE SNOWY/ICY ROADWAY. V1 DRIVER LOST CONTROL OF VEHICLE AND VEERED RIGHT SLAMMING INTO A PARKED AND UNOCCUPIED V2. THE IMPACT SPUN V2 ALMOST 180 DEGREES AND THE BACK END UP ONTO THE SIDEWALK. THE DISTANCE WAS APPX. 23 FT. AFTER IMPACT, V1 CONTINUED APPX. 39 FT. AFTER IMPACT AND WAS FACING N/W. THE DRIVER OF V1 GOT OUT OF THE VEHICLE AND FLED ON FOOT AWAY FROM THE AREA. HE WAS LOCATED ABOUT 2 HRS. LATER AT 402 E. CORBETT ST. CC, NV. WHERE HE WAS SUSPECTED TO BE UNDER THE INFLUENCE OF MEDICATION. A PBT SHOWED .002% AT TIME OF CONTACT. DUE TO UNKNOWN TIME FRAME THAT DRIVER TOOK MEDICATION (SOMA) HE WAS NOT ABLE TO BE PURSUED OR CHARGED WITH A DUI. HE WAS LISTED AT FAULT AND CHARGES WILL BE SOUGHT THROUGH THE DA OFFICE. DRIVER OF V1 WAS TAKEN TO THE HOSPITAL FOR TREATMENT OF MEDICATIONS, NOT INJURY FROM CRASH.



Indicate North

A.I.C.: _____



**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: June 7, 2017
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Paul Nicks, Executive Branch Budget Officer ✓
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting. An analysis of the action item and recommendation is also provided.

APPROVAL TO PAY A CASH SETTLEMENT

Pursuant to 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.

Agenda Item Write-up:

Department of Transportation (NDOT) – Administration - \$2,888,000

The Department requests settlement approval in the total amount of \$5,000,000 to fully resolve an eminent domain action to acquire 1.735 acres of real property owned by the O'Rourke Family, located at 1710, 1712, 1716, 1750 and 1920 Highland Drive in Las Vegas. NDOT previously deposited \$2,112,000 with the Court for a right of occupancy. NDOT now requests an additional \$2,888,000 to resolve the action.

Additional Information:

NDOT has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. If the board approves the settlement, NDOT intends to enter into a settlement agreement and/or stipulated order to resolve the action in full for the said amount, inclusive of all attorneys' fees, costs, and interest. NDOT will seek reimbursement from the Federal Highway Administration for the proposed settlement amount.

Statutory Authority:

NRS 41.037

REVIEWED: _____
ACTION ITEM: _____



1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7420
Fax: (775) 888-7309

MEMORANDUM

Date: June 1, 2017

To: Board of Examiners
Governor Brian Sandoval
Attorney General Adam Paul Laxalt
Secretary of State Barbara Cegavske

From: Rudy Malfabon, Director, Nevada Department of Transportation
Dennis Gallagher, Chief Deputy Attorney General
Doug Kurdziel, Special Counsel

Subject: Proposed Settlement of an Eminent Domain Action,
State of Nevada v. O'Rourke, et al.,
Eighth Judicial District Court Case No. A-16-746997-C

SUMMARY

NDOT filed the above-referenced eminent domain action on November 21, 2016 to acquire portions of the five improved properties located at 1710, 1712, 1716, 1750 and 1920 Highland Drive, Las Vegas, Nevada needed for Project NEON. The parcels are all owned by the same family (although title is held in different entities' names). The combined properties total 75,592 s/f (1.735 acres) and were improved with buildings built between 1963 and 2000 and totaling 18,686 s/f of office and industrial space. One parcel is also improved with a Clear Channel owned billboard which will be relocated onto a "footprint" to be retained by the O'Rourkes.

Construction of Project NEON necessitates a portion of each of the five parcels, a permanent easement ("PE") for maintenance and a temporary easement ("TE") covering the entirety of the remainders, including the destruction of all but one of the existing buildings. Just compensation was set for these acquisitions at \$2,112,000. The offer was made and rejected and the condemnation action was filed on November 21, 2016. After extended negotiations, the landowners' attorney has proposed a settlement of \$5,000,000 which would also include a fee transfer to NDOT of the remainder parcels, minus a footprint for the relocation of the existing billboard. Because NDOT has already deposited \$2,112,000 with the Court, the settlement would require payment of an additional \$2,888,000 in "new money." As this settlement would provide NDOT with additional property that could be used to reduce costs in the construction of Project NEON and fully resolve the litigation, inclusive of all costs and fees, it is considered to be in the best interest of the State to accept this settlement.

THE PROPERTY

These five parcels are all owned by a single family, the O'Rourkes. They are longtime Las Vegas residents and have owned the property for decades. The properties were appraised by Tim Morse, MAI with a 2/10/16 date of value. He concluded that the fee simple value of the combined parcels was \$2,826,714. He then analyzed the value of the property being acquired, the value of the PE and the value of the TE (which would necessitate the destruction of all but one building). Mr. Morse's valuations were reviewed and approved by Chris Matthews and just compensation was set for the partial acquisitions. The case was filed and occupancy granted upon NDOT's deposit of \$2,112,000, representing its value of the property rights being acquired. The Landowners have asserted that they would prefer NDOT purchase the entirety of the property instead of having large portions of it utilized for construction for years and then returned to them vacant and have to undertake redevelopment.

POINTS THAT FAVOR SETTLEMENT

The proposed settlement would convert a partial acquisition case into a near total take (excepting a billboard footprint) at the landowners' request. Acquiring this additional land, while not absolutely necessary for the construction of Project NEON, will allow for a more cost-effective construction (With the additional land, NDOT's design builder can replace a planned wall with a less costly and quicker to build slope). As such it will save NDOT a significant amount of both time and money which can be viewed as a partial offset to this settlement.

Settlement avoids forcing the *temporary* relocation of a family business that has been in place for decades which would have had to rebuild on the property after construction was completed. Settlement will also avoid a contentious litigation regarding the "costs to cure" that will necessarily be incurred to replace the buildings that were razed to accommodate the TE. Likewise, the Landowners' attorney indicated that in addition to disputing the value assigned by the State's appraiser to the acquisition, they would be seeking severance damages not identified by the State's appraiser involving a separate parcel and additionally be asserting a claim for pre-condemnation damages based upon lost opportunities to maximize the use of the property due to Project NEON and lost rents. If not settled, it is anticipated that NDOT would be facing exposure in excess of \$10,000,000 and, without settlement, would not gain ownership of the entire parcels which will allow for the revised time and money saving construction approach.

///

///

Board of Examiners
Proposed Settlement
State of Nevada v. O'Rourke, et al.
June 1, 2017

Settlement will also ensure finality and eliminate the need for costly litigation. If the matter were not settled, it is doubtful a jury verdict would end this case as there is a high likelihood the matter would be appealed given the complexity of issues involved in this case. These costs too are avoided through this settlement.

RECOMMENDATION

NDOT has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. NDOT requests the authority to settle the Action for the total amount of \$5,000,000 (\$2,888,000 in new money plus the \$2,112,000 already deposited with the Court). If the Board approves the settlement, NDOT will pay the agreed-upon balance, open an escrow to facilitate the complete purchase of the remainder properties (minus the billboard footprint), and have the Court enter a Judgment and a Final Order of Condemnation transferring ownership of the property previously described in the Complaint to NDOT, resolving this Action in its entirety as among all parties, inclusive of all attorney's fees, costs and interest.

FISCAL NOTE STATEMENT

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

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: May 12, 2017
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Paul Nicks, Executive Branch Budget Officer *N*
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting. An analysis of the action item and recommendation is also provided.

APPROVAL TO PAY A CASH SETTLEMENT

Pursuant to 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.

Agenda Item Write-up:

Department of Transportation (NDOT) – Administration - \$681,889

The Department requests settlement approval in the total amount of \$865,000 to fully resolve an eminent domain action to acquire 1.8024 acres of real property owned by Clark County Credit Union, located on the west side of Martin Luther King Boulevard South in Las Vegas. NDOT previously deposited \$183,111 with the Court for a right of occupancy. NDOT now requests an additional \$681,889 to resolve the action.

Additional Information:

NDOT has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. If the board approves the settlement, NDOT intends to enter into a settlement agreement and/or stipulated order to resolve the action in full for the said amount, inclusive of all attorneys' fees, costs, and interest. NDOT will seek reimbursement from the Federal Highway Administration for the proposed settlement amount.

Statutory Authority:

NRS 41.037

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



1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7420
Fax: (775) 888-7309

MEMORANDUM

DATE: May 9, 2017

TO: Board of Examiners
Governor Brian Sandoval
Attorney General Adam Paul Laxalt
Secretary of State Barbara Cegavske

FROM: Rudy Malfabon, Director, Nevada Department of Transportation
Dennis Gallagher, Chief Deputy Attorney General
R. Douglas Kurdziel, Special Counsel

SUBJECT: Proposed Settlement of an Eminent Domain Action,
State of Nevada, ex rel. Department of Transportation
v. Ad America, Inc. et al.
Eighth Judicial District Court Case No. A-14-700275-C,
consolidated with A-16-730394-C

SUMMARY

Ad America, Inc., Meade Development LLC, and One Universe LLC (collectively "Ad America") filed an inverse condemnation and a precondemnation claim against NDOT in 2014 alleging that its Project NEON activities had taken and/or damaged the entirety of its property located along Martin Luther King Boulevard in Las Vegas. The property at issue, totaling 78,514 sq. ft., or 1.8024 acres, consists of three vacant parcels with no building structures, although there are site improvements including a mechanical gate, fencing, an irrigation system, metal pipe bollards, and numerous pine trees.

THE ACTION

Ad America's inverse condemnation claim was dismissed with prejudice, but its precondemnation claim survived the State's motion to dismiss *at that time*. Thereafter, in January 2016, NDOT filed a direct condemnation action to acquire only a portion of the property (19,490 sq. ft., or 0.4474 acres) and a temporary construction easement spanning the three parcels totaling 5,173 sq. ft. needed for Project NEON. Ad America answered and asserted a counterclaim, again alleging precondemnation damages. The two cases were consolidated. The State was granted immediate occupancy of the property upon its deposit of \$183,111 with the Court, which sum represented the value of the partial taking as determined by NDOT's initial appraisal, as of May 2014.

The Clark County Credit Union ("CCCU") had been named as a defendant in the State's condemnation action as the holder of a secured Deed of Trust. Ad America defaulted on its obligations under the terms of that instrument and CCCU foreclosed on the property in November 2016, thereby becoming the owner of the subject property. The secured Deed of Trust expressly provided that any proceeds from any eminent domain action involving the property belong to CCCU. As such, Ad America is considered to have no remaining interest in the property. NDOT is currently seeking to have that judicially confirmed.

NDOT requests settlement authority to resolve the State's eminent domain litigation and also buy the remainder of the three vacant parcels not sought to be acquired **at the landowner's request**. The landowner is willing to accept \$865,000 for all three parcels, which is approximately the value established by NDOT's litigation appraiser. The State will be able to use this additionally acquired land for construction purposes (e.g. construction staging). The excess right-of-way will likely be disposed of at the end of the project for fair market value. Should the State choose to dispose of this excess property, it is anticipated that the additional costs incurred by this settlement will be recovered.

THE PROPERTY

The property consists of three parcels located on the west side of Martin Luther King Boulevard South, Las Vegas, Nevada 89102. Assessor's Parcel No. 162-04-210-056 is within the "Scotch 80's" single-family residential subdivision. The other two parcels (APNs 162-04-601-006 & 162-04-601-007), although contiguous, are not part of the Scotch 80's, but are presently zoned R-1 (Single Family Residential District). NDOT's litigation appraiser concluded that the three parcels together comprise the larger parcel, and valued the entire 1.8024-acre property based on a unit value of \$11.00 per sq. ft., which equates to a total value of \$865,000, as of January 26, 2016. This value included the site improvements listed above. Because NDOT actually needs only a relatively small fee acquisition (19,490 sq. ft.) and a temporary construction easement (5,173 sq. ft.) from the entire property, NDOT made an offer to the current property owner (CCCU) of \$249,750, which included the value of the fee acquisition, the value of the temporary construction easement for a period of four years, and damages to the property for the replacement of approximately 47 pine trees along the eastern property line. The property owner counteroffered to sell NDOT the entire 1.8024-acre property (all three parcels) in fee for approximately the amount of NDOT's most recent appraised value.

POINTS THAT FAVOR SETTLEMENT

Prior to this condemnation, the landowner had almost 2 acres of vacant property and believed that a portion of the property could be rezoned commercial. If a settlement is not reached, NDOT will take the portion of the property in fee needed for Project Neon and the temporary construction easement. This acquisition will require the removal of approximately 47 pine trees, a portion of the irrigation system, the electric gate, fencing and bollards. CCCU will be left with approximately 59,024 sq. ft., (1.355 acres), of vacant land that could potentially be developed, something the CCCU does not wish to do. CCCU is accepting NDOT's opinion of value for the entire 1.8024-acre property (three vacant parcels). CCCU has already retained an attorney, and if the case is not settled will possibly assert that NDOT's valuation of both the part taken and the site improvements within the acquisition area are too low and, further, that the remaining property has suffered a diminution in value as a result of the taking. The costs and uncertainty of litigation make this settlement very reasonable.

Additionally, if NDOT purchases the entire 1.8024-acre property, NDOT could use this additional land for construction purposes (e.g. construction staging) over the next few years of Project NEON construction. NDOT would likewise benefit from having a marketable remnant after completion of the project. According to the Right-of-Way Division, after construction of Project NEON there will likely be a remnant parcel of 59,024 sq. ft. (1.355 acres) that could then be sold to recoup a part of the additional cost of acquiring the property. Additionally, NDOT will be able to avoid the costs and exposure of taking the case to trial.

If this settlement is approved, it should resolve the entire eminent domain case, although Ad America's precondemnation claim will remain (the Nevada Supreme Court has declared that a precondemnation action is a separate and distinct claim, unrelated to an eminent domain action, which does not require a taking). NDOT believes that claim has absolutely no merit and is currently seeking summary judgment on that last remaining issue.

RECOMMENDATION

NDOT has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. NDOT requests the authority to settle the Action for the total amount of \$865,000 (\$681,889 in new money plus the \$183,111 already deposited with the Court). If the Board approves the settlement, NDOT will pay the agreed-upon balance, open an escrow to facilitate the complete purchase of the remainder property, and have the Court enter a Judgment and a Final Order of Condemnation transferring ownership of the property previously described in the Complaint to NDOT, resolving the State's eminent domain Action in its entirety as among all parties, inclusive of all attorney's fees, costs and interest. Even if the precondemnation action survives, it is unrelated to and has no bearing on the Settlement, assuming the Court holds the State and CCCU entered into a good faith settlement.

FISCAL NOTE STATEMENT

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

***. FOR POSSIBLE ACTION – SALARY ADJUSTMENT**

Distribution of Salary Adjustments to Departments, Commissions and Agencies pursuant to Assembly Bill 489, Sections 4,5, 6 and 7 of the 2015 Legislative Session

The 2015 Legislative Session made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet certain salary deficiencies that might be created between the appropriated money of the respective departments, commissions, and agencies and the actual cost of the personnel of those departments, commissions, and agencies that are necessary to pay for salaries. Under this legislation, the following amounts from the General Fund and/or Highway Fund are requested:

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
1000	Governor's Office	\$34,726	
	Total	\$34,726	

Brian Sandoval
Governor



Patrick Cates
Director

Evan Dale
Administrator

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

MEMORANDUM

DATE: May 30, 2017

TO: Janet Murphy, Deputy Director
Governor's Finance Office

FROM: Darlene Baughn, Budget Analyst
Administrative Services Division

VIA: Michael Willden, Chief of Staff
Governor's Office

SUBJECT: Fiscal Year 2017 Salary Adjustment Funds

Per Assembly bill 489, section 3, appropriated General funds to the Board of Examiners (BOE) to meet deficiencies created between the appropriated money of the respective departments and the amount of money required to pay the salaries of the employees: The Governor's Office, budget account 1000 Office of the Governor request salary adjustment funds in the amount of \$34,726.00 to augment a payroll shortfall for fiscal year 2017.

Pending Work

GL	Desc	Work Program	Program C39386	Revised Authority	Actual	Budget Balance	Projection	Actual Plus Projections	Projected Budget Balance
5100	SALARIES	1,286,733	34,726	1,321,459	1,045,606.27	275,852.73	223,947.10	1,269,553.37	51,905.63
5200	WORKERS COMPENSATION	13,922		13,922	12,952.88	969.12	2,758.93	15,711.81	(1,789.81)
5300	RET CONT EMPLOYER PAY PLAN	261,642		261,642	137,642.15	123,999.85	18,635.91	156,278.06	105,363.94
5301	RET CONT EMPLOYEE/EMPLOYER PLN	-		-	90,129.82	(90,129.82)	9,457.43	99,587.25	(99,587.25)
5500	GROUP INSURANCE	142,647		142,647	110,481.50	32,165.50	11,188.00	121,669.50	20,977.50
5610	SICK LEAVE	-		-	16,843.01	(16,843.01)	-	16,843.01	(16,843.01)
5620	ANNUAL LEAVE	-		-	50,059.11	(50,059.11)	-	50,059.11	(50,059.11)
5630	HOLIDAY LEAVE	-		-	-	-	-	-	-
5640	COMP TIME LEAVE	-		-	-	-	-	-	-
5650	OTHER LEAVE	-		-	853.72	(853.72)	-	853.72	(853.72)
5700	PAYROLL ASSESSMENT	1,784		1,784	1,338.00	446.00	446.00	1,784.00	-
5750	RETIRED EMPLOYEES GROUP INSURANCE	30,084		30,084	26,263.59	3,820.41	3,110.07	29,373.66	710.34
5800	UNEMPLOYMENT COMPENSATION	892		892	695.25	196.75	199.09	894.34	(2.34)
5810	OVERTIME PAY	-		-	-	-	-	-	-
5820	HOLIDAY PAY	-		-	-	-	-	-	-
5830	COMP TIME PAYOFF	-		-	-	-	-	-	-
5840	MEDICARE	18,483		18,483	14,518.93	3,964.07	1,665.25	16,184.18	2,298.82
5880	SHIFT DIFFERENTIAL PAY	-		-	-	-	-	-	-
5901	PAYROLL ADJUSTMENT	-		-	-	-	-	-	-
5910	STANDBY PAY	-		-	-	-	-	-	-
5960	TERMINAL SICK LEAVE PAY	-		-	-	-	-	-	-
5970	TERMINAL ANNUAL LEAVE PAY	-		-	12,120.43	(12,120.43)	-	12,120.43	(12,120.43)
5975	FORFEITED ANNUAL LEAVE PAY	-		-	-	-	-	-	-
5980	CALL BACK PAY	-		-	-	-	-	-	-
Total		1,756,187	34,726	1,790,913	1,519,504.66	271,408.34	271,407.78	1,790,912.44	0.56

General Fund Salary Adjustment
 Fiscal Years 2016 and 2017
 Revised April 8, 2016

Div	Division Description	BA	Budget Account Name	FY16	FY17
010	GOVERNOR'S OFFICE	1000	OFFICE OF THE GOVERNOR	\$ 14,163	\$ 42,326
010	GOVERNOR'S OFFICE	1001	GOVERNOR'S MANSION MAINTENANCE	1,268	3,771
012	NUCLEAR PROJECTS OFFICE	1005	GOVERNOR'S OFFICE HIGH LEVEL NUCLEAR WASTE	4,242	12,679
014	OFFICE OF SCIENCE, INNOVATION AND TECHNOLOGY	1003	OFFICE OF SCIENCE, INNOVATION AND TECHNOLOGY	3,349	9,915
015	GOVERNOR'S FINANCE OFFICE - BUDGET DIVISION	1340	GOVERNOR'S FINANCE OFFICE	20,613	62,125
016	GOVERNOR'S FINANCE OFF. - DIV OF INTERNAL AUDITS	1342	GOVERNOR'S FINANCE OFF - DIV OF INTERNAL AUDITS	12,200	37,897
017	WESTERN INTERSTATE COMMISSION ON HIGHER EDUCATION	2995	WICHE Admin	1,510	4,506
020	LIEUTENANT GOVERNOR'S OFFICE	1020	LIEUTENANT GOVERNOR	3,147	9,376
030	ATTORNEY GENERAL'S OFFICE	1002	AG - EXTRADITION COORDINATOR	1,199	3,619
030	ATTORNEY GENERAL'S OFFICE	1030	AG - ADMINISTRATIVE FUND	105,787	319,546
030	ATTORNEY GENERAL'S OFFICE	1038	AG - CONSUMER ADVOCATE	4,456	13,340
040	SECRETARY OF STATE'S OFFICE	1050	SOS - SECRETARY OF STATE	85,046	266,255
050	TREASURER - TREASURER'S OFFICE	1080	TREASURER - STATE TREASURER	2,850	8,594
060	CONTROLLER'S OFFICE	1130	CONTROLLER - CONTROLLER'S OFFICE	32,130	97,321
082	ADMIN - STATE PUBLIC WORKS DIVISION	1560	ADMINISTRATION - SPWD - FACILITY COND & ANALYSIS	2,207	6,667
088	ADMIN - GRANTS OFFICE	1341	ADMINISTRATION - GRANTS OFFICE	3,140	9,860
090	JUDICIAL BRANCH	1484	JUDICIAL PROGRAMS AND SERVICES DIVISION	5,683	17,440
090	JUDICIAL BRANCH	1489	COURT OF APPEALS	18,608	55,543
090	JUDICIAL BRANCH	1494	SUPREME COURT	31,592	94,918
090	JUDICIAL BRANCH	2889	LAW LIBRARY	4,362	13,290
101	DTCA - DIVISION OF TOURISM	2600	TOURISM - INDIAN COMMISSION	1,318	4,015
102	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	1526	GOED - GOVERNOR'S OFFICE OF ECONOMIC DEV	26,372	79,768
102	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	1528	GOED - RURAL COMMUNITY DEVELOPMENT	673	2,007
102	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	4867	GOED - PROCUREMENT OUTREACH PROGRAM	751	2,244
130	DEPARTMENT OF TAXATION	2361	DEPARTMENT OF TAXATION	208,047	638,095
150	COMMISSION ON ETHICS	1343	COMMISSION ON ETHICS	1,166	3,480
220	JUDICIAL DISCIPLINE COMMISSION	1497	JUDICIAL DISCIPLINE	5,156	16,292
240	DEPARTMENT OF VETERANS SERVICES	2560	NDVS - OFFICE OF VETERANS SERVICES	12,827	40,933
300	NDE - DEPARTMENT OF EDUCATION	2612	NDE - EDUCATOR EFFECTIVENESS	2,725	8,712
300	NDE - DEPARTMENT OF EDUCATION	2673	NDE - OFFICE OF THE SUPERINTENDENT	9,465	29,897
300	NDE - DEPARTMENT OF EDUCATION	2675	NDE - STANDARDS AND INSTRUCTIONAL SUPPORT	5,019	15,157
300	NDE - DEPARTMENT OF EDUCATION	2680	NDE - CONTINUING EDUCATION	1,573	4,783
300	NDE - DEPARTMENT OF EDUCATION	2697	NDE - ASSESSMENTS AND ACCOUNTABILITY	7,145	21,759
300	NDE - DEPARTMENT OF EDUCATION	2706	NDE - PARENTAL INVOLVEMENT AND FAMILY ENGAGEMENT	1,552	4,829
300	NDE - DEPARTMENT OF EDUCATION	2709	NDE - OFFICE OF EARLY LEARNING AND DEVELOPMENT	4,842	14,771
300	NDE - DEPARTMENT OF EDUCATION	2712	NDE - STUDENT AND SCHOOL SUPPORT	7,480	23,715

July BDE

WP# 17SA2941
C 39119

*. **FOR POSSIBLE ACTION – SALARY ADJUSTMENT** *my*

Distribution of Salary Adjustments to Departments, Commissions and Agencies pursuant to Assembly Bill 489, Sections 4,5, 6 and 7 of the 2015 Legislative Session

The 2015 Legislative Session made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet certain salary deficiencies that might be created between the appropriated money of the respective departments, commissions, and agencies and the actual cost of the personnel of those departments, commissions, and agencies that are necessary to pay for salaries. Under this legislation, the following amounts from the General Fund and/or Highway Fund are requested:

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
2941	Tourism - Museum and History Administration	\$4,689	
	Total	\$4,689	



Brian Sandoval
Governor

Claudia Vecchio
Director

Nevada Department of Tourism and Cultural Affairs
DIVISION OF MUSEUMS & HISTORY

412 E. Musser Street, Suite #2
Carson City, Nevada 89701
(775) 687-7630 Fax (775) 687-4333

Peter Barton
Administrator

April 3, 2017

Memorandum

To: Melanie Young, Budget Analyst
Governor's Finance Office, Budget Division

From: Carrie Edlefsen, Administrative Services Officer
Division of Museums and History

Through: Peter Barton, Administrator
Division of Museums and History

Cc: Claudia Vecchio, Director
David C. Peterson, Deputy Director
Department of Tourism and Cultural Affairs

Subject: Fiscal Year 2017 General Fund Salary Adjustment (GFSA) Request for the Division of Museums and History for the May Board of Examiners meeting

Per Assembly Bill 489, Section 3 the Division of Museums and History is requesting the use of the FY2017 GFSA available amount for the Division of Museums and History Administration budget account (BA 2941) to assist in offsetting a Category 01 shortfall of \$11,503 (includes an additional \$400 contingency added to account for unknown variances).

Remaining funds needed are being requested from the Commission on Tourism as a transfer in order to fulfill the 50%/50% General Fund/Tourism Transfer funding split.

An additional work program will follow for the remaining shortfall.

GFSA	Transfer from Tourism	Transfer from Other Categories within B/A 2941	Total
\$4,689	\$4,689	\$2125	\$11,503

Please find the General Fund Salary Adjustment Form Showing the available amount, salary projections, budget projections, and position fund map attached to this memo.

Attachments: 3

300	NDE - DEPARTMENT OF EDUCATION	2716	NDE - DATA SYSTEMS MANAGEMENT	2,844	8,818
300	NDE - DEPARTMENT OF EDUCATION	2719	NDE - DISTRICT SUPPORT SERVICES	6,101	18,957
331	DTCA - MUSEUMS AND HISTORY DIVISION	1350	TOURISM - MUSEUMS & HIST - LOST CITY MUSEUM	1,709	5,273
331	DTCA - MUSEUMS AND HISTORY DIVISION	2870	TOURISM - MUSEUMS & HIST-NEVADA HISTORICAL SOCIETY	2,204	6,943
331	DTCA - MUSEUMS AND HISTORY DIVISION	2940	TOURISM - MUSEUMS & HIST - NEVADA STATE MUSEUM, CC	6,402	19,332
331	DTCA - MUSEUMS AND HISTORY DIVISION	2941	TOURISM - MUSEUMS & HISTORY	1,556	4,689
331	DTCA - MUSEUMS AND HISTORY DIVISION	2943	TOURISM - MUSEUMS & HIST - NEVADA STATE MUSEUM, LV	5,254	16,149
331	DTCA - MUSEUMS AND HISTORY DIVISION	4216	TOURISM - MUSEUMS & HIST - STATE RAILROAD MUSEUMS	3,870	11,778
332	ADMIN - NV ST LIBRARY, ARCHIVES AND PUBLIC RECORDS	1052	ADMINISTRATION - NSLA - ARCHIVES AND RECORDS	8,092	24,490
332	ADMIN - NV ST LIBRARY, ARCHIVES AND PUBLIC RECORDS	2891	ADMINISTRATION - NSLA - NEVADA STATE LIBRARY	9,745	29,458
333	DTCA - NEVADA ARTS COUNCIL	2979	TOURISM - NEVADA ARTS COUNCIL	3,509	10,687
334	DCNR - HISTORIC PRESERVATION	4205	DCNR - STATE HISTORIC PRESERVATION OFFICE	7,118	21,872
334	DCNR - HISTORIC PRESERVATION	5030	DCNR - HISTORIC PRES - COMSTOCK HISTORIC DISTRICT	1,206	3,630
350	NSHE	2977	UNS-SPECIAL PROJECTS	6,411	19,403
350	NSHE	2980	UNIVERSITY OF NEVADA-RENO	1,110,257	3,356,833
350	NSHE	2982	SCHOOL OF MEDICAL SCIENCES	229,839	693,655
350	NSHE	2983	INTERCOLLEGIATE ATHLETICS UNR	11,596	35,120
350	NSHE	2985	STATEWIDE PROGRAMS - UNR	42,620	128,397
350	NSHE	2986	UNIVERSITY SYSTEM ADMIN	32,918	99,216
350	NSHE	2987	UNIVERSITY OF NEVADA LAS VEGAS	1,698,638	5,148,426
350	NSHE	2988	INTERCOLLEGIATE ATHLETICS UNLV	12,342	37,266
350	NSHE	2989	AGRICULTURAL EXPERIMENT STATION	37,286	112,552
350	NSHE	2990	COOPERATIVE EXTENSION SERVICE	40,854	123,654
350	NSHE	2991	SYSTEM COMPUTING CENTER	94,708	284,618
350	NSHE	2992	UNLV LAW SCHOOL	92,022	278,757
350	NSHE	2994	GREAT BASIN COLLEGE	93,989	284,822
350	NSHE	2996	UNIVERSITY PRESS	3,573	10,790
350	NSHE	3001	STATEWIDE PROGRAMS - UNLV	9,487	28,711
350	NSHE	3002	UNLV DENTAL SCHOOL	128,346	391,158
350	NSHE	3003	BUSINESS CENTER NORTH	15,130	46,143
350	NSHE	3004	BUSINESS CENTER SOUTH	13,184	40,318
350	NSHE	3005	NV STATE COLLEGE AT HENDERSON	106,375	321,992
350	NSHE	3010	DESERT RESEARCH INSTITUTE	58,505	177,697
350	NSHE	3011	COLLEGE OF SOUTHERN NEVADA	812,340	2,465,778
350	NSHE	3012	WESTERN NEVADA COLLEGE	111,268	337,821
350	NSHE	3018	TRUCKEE MEADOWS COMMUNITY COLLEGE	317,856	945,931
350	NSHE	3221	HEALTH LABORATORY AND RESEARCH	11,010	32,855
360	COMMISSION ON POSTSECONDARY EDUCATION	2666	COMMISSION ON POSTSECONDARY EDUCATION	3,102	9,435
400	DHHS - HEALTH AND HUMAN SERVICES DIRECTOR'S OFFICE	1499	HHS-DO - PUBLIC DEFENDER	2,551	7,645
400	DHHS - HEALTH AND HUMAN SERVICES DIRECTOR'S OFFICE	3150	HHS-DO - ADMINISTRATION	9,955	30,173
400	DHHS - HEALTH AND HUMAN SERVICES DIRECTOR'S OFFICE	3154	HHS-DO - DEVELOPMENTAL DISABILITIES	513	1,547

Payroll Report- SFY 2017 BA #2941

Pos.	Includes Both Actuals & Estimates to End-of-Year!				TOTAL	Difference By Position
	1st Quarter Totals	2nd Quarter Totals	3rd Quarter Totals	4th Quarter Totals		
01	24,575.33	29,686.08	34,809.76	39,316.82	128,387.89	(3,524.89)
12	13,467.58	15,345.85	17,633.18	19,885.76	66,332.37	(1,704.36)
13	18,004.87	20,715.28	24,158.66	28,447.14	91,325.93	(2,100.93)
14	14,479.72	16,448.56	19,016.29	21,469.99	71,414.58	(1,832.38)
Total Position Costs:	71,527.40	82,215.85	96,617.89	109,119.71	359,480.85	(9,152.55)
Work Prg Authority Salaries	0.00	0.00	0.00	0.00	0.00	0.00
Work Prog	0.00	0.00	0.00	0.00	0.00	0.00
BD and Comm Salaries	177.90	177.90	2,204.58	1,839.28	4,399.58	2,400.00
Salary Adjustment	0.00	0.00	0.00	0.00	0.00	0.00
BOE Salary/Need Granted	0.00	0.00	0.00	0.00	0.00	0.00
Total CAT 01 Authority						351,778.00
Pay Period Grand Totals:	71,705.30	82,393.45	97,822.47	110,958.91	362,880.13	
Year to Date Balance:						
Budget Status Report Balance:						
Difference						

Estimated Surplus/Shortfall: (\$11,102.13)

Projected Cat 01 Total	362,880.13
Less GL 4663	181,440.07
Total GF Need	181,440.07
Less Budgeted C/L 2501	175,889.00
Remaining GF Surplus/(Need)	-5,551.07

Budgeted Funding Surplus	(5,551.07)
Tourism	(5,551.07)
General Fund	(11,102.13)

***. FOR POSSIBLE ACTION – SALARY ADJUSTMENT**

Distribution of Salary Adjustments to Departments, Commissions and Agencies pursuant to Assembly Bill 489, Sections 4,5, 6 and 7 of the 2015 Legislative Session

The 2015 Legislative Session made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet certain salary deficiencies that might be created between the appropriated money of the respective departments, commissions, and agencies and the actual cost of the personnel of those departments, commissions, and agencies that are necessary to pay for salaries. Under this legislation, the following amounts from the General Fund and/or Highway Fund are requested:

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
3706	NDOC – Prison Medical Care	\$378,837	
3717	NDOC – N. Nevada Correctional Center	\$75,033	
3738	NDOC – S. Desert Correctional Center	\$382,445	
3751	NDOC – Ely State Prison	\$393,967	
3761	NDOC – Florence McClure Woman Correctional Center	\$264,790	
3762	NDOC – High Desert State Prison	\$134,059	
	Total	\$1,629,131	

Northern Administration
5500 Snyder Ave.
Carson City, NV 89701
(775) 887-3285

Southern Administration
3955 W. Russell Rd.
Las Vegas, NV 89118
(702) 486-9938



State of Nevada
Department of Corrections

Brian Sandoval
Governor

James Dzurenda
Director

John Borrowman
Deputy Director
Support Services

DATE: June 13, 2017

TO: Bridgette Mackey-Garrison
Executive Branch Budget Officer, Governor's Finance Office

FROM: Scott J. Ewart
Chief of Fiscal Services, Department of Corrections

SUBJECT: Request for Fiscal Year 2017 BOE Salary Adjustment Funds

The Nevada Department of Corrections is projecting a remaining \$2,309,167 General Fund appropriations shortfall to fund salary expenditures through the end of fiscal year 2017. Pursuant to Assembly Bill 489, Section 3, the department is requesting an allocation of \$1,629,131 out of the money appropriated by this section required to pay the salaries for the employees of the department. This request represents a \$389,887 reduction from the March 2017 projected BOE salary fund needs of \$2,019,018.

The Department has taken actions to reduce the total request for BOE Salary Adjustment funds through June Interim Finance Committee budgetary transfer work programs that amount to \$342,941 and an SFY17 Supplemental request in the amount of \$337,096 approved through Assembly Bill 493 from the 2017 Legislature. There are no alternatives available to the Department to fund the remaining budget account shortfalls.

Without this allocation, six of the twenty-two budget accounts listed that are funded with General Fund appropriations are projected to have insufficient funding available to pay Category 01 – Personnel Services expenditures through the end of the fiscal year. Additionally, this may have a negative impact on the department's ability to pay other operating expenditures for the remainder of the fiscal year.

Attached are supporting details of the fiscal year end projections and transfers needed to cover the department's remaining projected Category 01 shortfalls as of June 12, 2017 through Pay Period 26, which included salary expenditures through June 4, 2017 from HRDW as of June 12, 2017.

Thank you

NDOC FY2017 GF Salary Adjustment Summary Sheet

		Available FY2017	Requesting	Remaining
3706	NDOC - PRISON MEDICAL CARE	\$ 781,257.00	\$ 378,837.00	\$ 402,420.00
3710	NDOC - DIRECTOR'S OFFICE	\$ 408,648.00		\$ 408,648.00
3711	NDOC - CORRECTIONAL PROGRAMS	\$ 212,163.00		\$ 212,163.00
3715	NDOC - SOUTHERN NEVADA CORRECTIONAL CENTER	\$ 2,429.00		\$ 2,429.00
3716	NDOC - WARM SPRINGS CORRECTIONAL CENTER	\$ 247,248.00		\$ 247,248.00
3717	NDOC - NORTHERN NEVADA CORRECTIONAL CENTER	\$ 573,426.00	\$ 75,033.00	\$ 498,393.00
3722	NDOC - STEWART CONSERVATION CAMP	\$ 31,959.00		\$ 31,959.00
3723	NDOC - PIOCHE CONSERVATION CAMP	\$ 32,671.00		\$ 32,671.00
3724	NDOC - NORTHERN NEVADA RESTITUTION CENTER	\$ 24,211.00		\$ 24,211.00
3725	NDOC - THREE LAKES VALLEY CONSERVATION CAMP	\$ 45,680.00		\$ 45,680.00
3738	NDOC - SOUTHERN DESERT CORRECTIONAL CENTER	\$ 500,904.00	\$ 382,445.00	\$ 118,459.00
3739	NDOC - WELLS CONSERVATION CAMP	\$ 24,096.00		\$ 24,096.00
3741	NDOC - HUMBOLDT CONSERVATION CAMP	\$ 23,998.00		\$ 23,998.00
3747	NDOC - ELY CONSERVATION CAMP	\$ 25,703.00		\$ 25,703.00
3748	NDOC - JEAN CONSERVATION CAMP	\$ 29,010.00		\$ 29,010.00
3751	NDOC - JEAN CONSERVATION CAMP	\$ 636,538.00	\$ 393,967.00	\$ 242,571.00
3752	NDOC - CARLIN CONSERVATION CAMP	\$ 23,781.00		\$ 23,781.00
3754	NDOC - TONOPAH CONSERVATION CAMP	\$ 23,423.00		\$ 23,423.00
3759	NDOC - LOVELOCK CORRECTIONAL CENTER	\$ 542,322.00		\$ 542,322.00
3760	NDOC - CASA GRANDE TRANSITIONAL HOUSING	\$ 56,509.00		\$ 56,509.00
3761	NDOC - FLORENCE MCCLURE WOMENS CORRECTIONAL CENTER	\$ 289,394.00	\$ 264,790.00	\$ 24,604.00
3762	NDOC - HIGH DESERT STATE PRISON	\$ 1,046,326.00	\$ 134,059.00	\$ 912,267.00
		\$ 5,581,696.00	\$ 1,629,131.00	\$ 3,952,565.00

MEDICAL ADMINISTRATION

Category 1: PERSONNEL SERVICES

GL	Description	Budget Authority	Actuals	Encumb	Total = Actual + Encumb	Available	Projected Yearend Total = Total + Available	Remaining Budget Authority	Method	FY16	FY15
0	PERSONNEL SERVICES	(382,673.00)	0.00	0.00	0.00	0.00	0.00	(382,673.00)	NONE	\$ -	\$ -
5100	SALARIES	21,384,223.00	14,618,329.06	640,945.71	15,259,274.77	1,455,986.34	16,715,261.11	4,668,961.89	VAC A/V/29	\$ 16,485,242.60	\$ 15,619,711.90
5120	FURLOUGH ADJUSTMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NOT USED	\$ -	\$ (406,065.43)
5190	SUPPLEMENTAL MILITARY PAY	0.00	(2,455.96)	0.00	(2,455.96)	0.00	(2,455.96)	2,455.96	ROLL/5100	\$ (470.28)	\$ -
5200	WORKERS COMPENSATION	250,854.00	221,104.54	7,078.80	228,183.34	22,670.66	250,854.00	0.00	BUDGET	\$ 258,343.70	\$ 295,654.33
5300	RETIREMENT EMP	3,680,663.00	1,279,313.86	53,542.39	1,332,856.25	267,319.09	1,600,175.34	2,080,487.66	SALARIES	\$ 3,330,600.22	\$ 2,943,896.62
5301	RETIREMENT E/E	0.00	1,782,041.60	76,907.12	1,858,948.72	0.00	1,858,948.72	(1,858,948.72)	ROLL/5300	\$ 62,394.58	\$ -
5400	PERSONNEL ASSESSMENT	128,326.00	96,244.50	0.00	96,244.50	32,081.50	128,326.00	0.00	BUDGET	\$ 126,717.28	\$ 84,678.81
5500	GROUP INSURANCE	2,458,563.00	2,011,036.37	0.00	2,011,036.37	0.00	2,011,036.37	447,526.63	SALARIES	\$ 2,050,397.04	\$ 1,680,140.59
5610	SICK LEAVE	0.00	793,586.39	35,038.40	828,624.79	0.00	828,624.79	(828,624.79)	ROLL/5100	\$ 868,638.61	\$ 892,816.72
5620	ANNUAL LEAVE	0.00	888,806.46	33,459.15	922,265.61	0.00	922,265.61	(922,265.61)	ROLL/5100	\$ 976,487.60	\$ 923,302.41
5630	HOLIDAY LEAVES	0.00	2,228.16	0.00	2,228.16	0.00	2,228.16	(2,228.16)	ROLL/5100	\$ 2,702.91	\$ 8,709.15
5640	COMP TIME LEAVE	0.00	234,154.95	3,848.93	238,003.88	0.00	238,003.88	(238,003.88)	ROLL/5100	\$ 170,290.89	\$ 113,694.55
5650	OTHER LEAVE	0.00	128,306.99	4,738.08	133,045.07	0.00	133,045.07	(133,045.07)	ROLL/5100	\$ 66,447.48	\$ 97,003.67
5660	FURLOUGH LEAVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NOT USED	\$ -	\$ 406,065.44
5700	PAYROLL ASSESSMENT	29,983.00	22,487.25	0.00	22,487.25	7,495.75	29,983.00	0.00	BUDGET	\$ 29,876.00	\$ 31,607.00
5750	REGI	504,667.00	396,375.91	16,945.79	413,321.70	34,652.47	447,974.17	56,692.83	SALARIES	\$ 400,200.91	\$ 474,181.19
5800	UNEMPLOYMENT COMPENSATION	14,986.00	12,847.08	553.41	13,400.49	1,164.79	14,565.28	420.72	SALARIES	\$ 19,593.48	\$ 11,177.29
5810	OVERTIME PAY	0.00	1,122,390.44	45,261.62	1,167,652.06	96,900.60	1,264,552.66	(1,264,552.66)	SALARIES	\$ 1,003,074.27	\$ 658,338.69
5820	HOLIDAY PAY	212,862.00	171,201.50	14,260.06	185,461.56	0.00	185,461.56	27,400.44	SALARIES	\$ 189,858.36	\$ 209,839.49
5830	COMP TIME PAYOFF	0.00	3,827.90	210.02	4,037.92	0.00	4,037.92	(4,037.92)	ESTIMATE	\$ 2,796.72	\$ 7,122.50
5840	MEDICARE	308,467.00	259,184.85	11,380.67	270,565.52	22,713.39	293,278.91	15,188.09	SALARIES	\$ 286,672.34	\$ 267,794.55
5841	SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NONE	\$ -	\$ -
5880	SHIFT DIFFERENTIAL PAY	144,147.00	123,791.36	4,530.37	128,321.73	10,649.20	138,970.93	5,176.07	SALARIES	\$ 141,247.45	\$ 144,092.61
5881	REMOTE AREA DIFFERENTIAL PAY	52,380.00	26,647.50	750.00	27,397.50	2,273.60	29,671.10	22,708.90	SALARIES	\$ 40,897.50	\$ 48,060.00
5901	PAYROLL ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	SALARIES	\$ -	\$ -
5904	VACANCY SAVINGS	(1,836,073.00)	0.00	0.00	0.00	0.00	0.00	(1,836,073.00)	CLOSED	\$ -	\$ -
5910	STANDBY PAY	133,324.00	157,325.35	1,290.59	158,615.94	13,163.20	171,779.14	(38,455.14)	SALARIES	\$ 184,531.89	\$ 196,256.49
5929	SUSPEND LONGEVITY	(65,250.00)	0.00	0.00	0.00	0.00	0.00	(65,250.00)	NONE	\$ -	\$ -
5930	LONGEVITY PAY	65,250.00	0.00	0.00	0.00	0.00	0.00	65,250.00	NONE	\$ -	\$ -
5960	TERMINAL SICK	0.00	0.00	0.00	0.00	56,161.36	56,161.36	(56,161.36)	LAST FY	\$ 56,161.36	\$ 19,524.95
5970	TERMINAL ANNUAL	0.00	83,449.98	6,204.46	89,654.44	50,171.52	139,825.96	(139,825.96)	LAST FY	\$ 139,825.96	\$ 148,500.83
5975	FORFEITED ANNUAL LEAVE PAYOFF	0.00	936.32	0.00	936.32	24.52	960.84	(960.84)	LAST FY	\$ 960.84	\$ 1,781.88
		27,084,699.00	24,433,162.36	956,945.57	25,390,107.93	2,073,427.99	27,463,535.92	(378,836.92)		\$ 26,893,489.71	\$ 24,877,886.23

Current category budget: 27,084,699.00 Pending work programs: 0.00

NDOC Projections FY17

GL	Description	Budget	Actuals	Encumb	Total	Available	Projection	Balance	Method	FY16	FY15
0	PERSONNEL SERVICES	359,597.00	0.00	0.00	0.00	0.00	0.00	359,597.00	NONE	0.00	0.00
5000	REPAYMENT OF SRF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	ESTIMATE	0.00	0.00
5100	SALARIES	14,105,948.00	9,802,359.37	423,200.23	11,779,308.60	992,576.53	12,771,885.13	1,334,062.87	VAC AV/22	10,968,083.68	10,485,216.04
5120	FURLOUGH ADJUSTMENT	0.00	(959.04)	(959.04)	(959.04)	0.00	(959.04)	959.04	CLOSED	0.00	(284,094.15)
5190	SUPP MILITARY PAY	0.00	(10,218.81)	(677.14)	(10,895.95)	0.00	(10,895.95)	10,895.95	CLOSED	(7,152.17)	0.00
5200	WORKERS COMPENSATION	248,672.00	211,989.88	13,397.82	225,387.70	23,284.30	248,672.00	0.00	BUDGET	255,718.69	285,198.93
5300	EP RETIREMENT	4,298,046.00	2,452,723.56	101,558.91	3,690,414.33	310,974.23	4,001,388.56	296,657.44	SALARIES	3,812,177.18	3,886,492.01
5301	EE/EP RETIREMENT	0.00	1,088,992.92	47,138.94	0.00	0.00	0.00	0.00	ROLL/5300	34,048.78	0.00
5400	PERSONNEL ASSESSMENT	84,645.00	63,483.75	0.00	63,483.75	21,161.25	84,645.00	0.00	BUDGET	81,211.30	72,677.73
5500	GROUP INSURANCE	2,408,217.00	2,116,876.28	0.00	2,116,876.28	0.00	2,116,876.28	291,340.72	SALARIES	2,125,959.91	1,785,506.44
5610	SICK LEAVE	0.00	674,702.46	14,827.86	0.00	0.00	0.00	0.00	ROLL/5100	605,495.08	660,725.57
5620	ANNUAL LEAVE	0.00	611,111.68	21,318.95	0.00	0.00	0.00	0.00	ROLL/5100	719,602.66	741,021.41
5630	HOLIDAY LEAVES	0.00	2,276.16	0.00	0.00	0.00	0.00	0.00	ROLL/5100	1,620.88	2,082.56
5640	COMP TIME LEAVE	0.00	120,400.47	4,850.53	0.00	0.00	0.00	0.00	ROLL/5100	93,880.41	82,642.78
5650	OTHER LEAVE	0.00	93,437.25	10,823.64	0.00	0.00	0.00	0.00	ROLL/5100	74,048.91	172,170.63
5660	FURLOUGH LEAVE	0.00	959.04	0.00	959.04	0.00	959.04	(959.04)	ESTIMATE	0.00	284,094.15
5700	PAYROLL ASSESSMENT	19,766.00	14,824.50	0.00	14,824.50	4,941.50	19,766.00	0.00	BUDGET	19,134.00	20,973.00
5750	REGI	332,918.00	266,833.06	11,215.19	278,048.25	23,424.80	301,473.05	31,444.95	SALARIES	266,236.23	323,280.64
5800	UNEMPLOYMENT COMPENSATION	9,867.00	9,271.74	428.36	9,700.10	794.07	10,494.17	(627.17)	SALARIES	13,413.13	7,910.57
5810	OVERTIME PAY	0.00	1,373,081.78	86,762.70	1,459,844.48	221,522.68	1,681,367.16	(1,681,367.16)	SALARIES+/-	934,991.74	573,288.31
5820	HOLIDAY PAY	222,672.00	190,424.48	17,867.09	208,291.57	0.00	208,291.57	14,380.43	SALARIES	204,610.56	220,136.99
5830	COMP TIME PAYOFF	0.00	10,751.89	1,995.24	12,747.13	0.00	12,747.13	(12,747.13)	CLOSED	7,670.58	6,548.28
5840	MEDICARE	203,857.00	187,298.82	8,785.54	196,084.36	16,476.78	212,561.14	(8,704.14)	SALARIES	197,139.92	187,416.43
5880	SHIFT DIFFERENTIAL PAY	184,368.00	148,706.98	6,418.81	155,125.79	12,873.60	167,999.39	16,368.61	SALARIES	165,865.70	166,280.25
5881	REMOTE AREA DIFFERENTIAL PA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NONE	0.00	367.50
5901	PAYROLL ADJUSTMENT	0.00	(1,052.88)	(1,052.88)	(1,052.88)	0.00	(1,052.88)	1,052.88	CLOSED	0.00	0.00
5904	VACANCY SAVINGS	(494,299.00)	0.00	0.00	0.00	0.00	0.00	(494,299.00)	NONE	0.00	0.00
5910	STANDBY PAY	0.00	17,157.44	265.94	17,423.38	1,446.00	18,869.38	(18,869.38)	SALARIES	14,579.08	10,675.59
5929	SUSPEND LONGEVITY	(101,050.00)	0.00	0.00	0.00	0.00	0.00	(101,050.00)	NONE	0.00	0.00
5930	LONGEVITY PAY	101,050.00	0.00	0.00	0.00	0.00	0.00	101,050.00	NONE	0.00	0.00
5940	DANGEROUS DUTY PAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NONE	0.00	0.00
5960	TERMINAL SICK	0.00	70,119.11	11,036.47	81,155.58	6,242.78	87,398.36	(87,398.36)	ESTIMATE	48,483.02	60,353.94
5970	TERMINAL ANNUAL	0.00	129,880.71	13,090.25	142,970.96	10,997.96	153,968.92	(153,968.92)	ESTIMATE	123,107.46	109,167.38
5975	FORFEITED ANNUAL LEAVE PAYC	0.00	525.76	0.00	525.76	0.00	525.76	(525.76)	CLOSED	0.00	0.00
5980	CALL BACK PAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NONE	0.00	0.00
7170	UNIFORM ALLOWANCE	166,317.00	127,089.43	0.00	127,089.43	11,553.58	138,643.01	27,673.99	MO AV/11	131,175.06	130,136.70
		22,150,591.00	19,774,100.67	793,252.45	20,567,353.12	1,658,270.06	22,225,623.18	(75,032.18)		20,891,101.79	19,990,269.68

Current category budget: 22,150,591.00 Pending work programs: 0.00

SOUTHERN DESERT CORRECTIONAL CENTER (SDCC)

Category 1: PERSONNEL SERVICES

GL	Description	Budget	Actuals	Encumb	Total	Available	Projection	Balance	Method	FY16	FY15
0	PERSONNEL SERVICES	353,662.00	0.00	0.00	0.00	0.00	0.00	353,662.00	NONE	0.00	0.00
5100	SALARIES	12,847,106.00	9,251,005.48	415,730.18	10,976,746.36	927,399.30	11,904,145.66	942,960.34	VAC AV/15	10,083,731.02	9,659,708.25
5120	FURLOUGH ADJUSTMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NONE	0.00	(251,365.16)
5190	SUPPLEMENTAL MILITARY PAY	0.00	(22,291.23)	(1,003.47)	(23,294.70)	0.00	(23,294.70)	23,294.70	CLOSED	(9,808.95)	0.00
5200	WORKERS COMPENSATION	227,936.00	207,349.10	12,811.31	220,160.41	7,775.59	227,936.00	0.00	BUDGET	241,577.74	267,982.00
5300	RETIREMENT	3,197,874.00	1,044,786.69	42,404.69	2,793,395.85	236,023.12	3,029,418.97	168,455.03	SALARIES	2,810,801.76	2,802,655.00
5301	RET CONT EMPLOYEE/EMPLOYER	0.00	1,631,178.26	75,026.21	0.00	0.00	0.00	0.00	ROLL/5300	55,766.81	0.00
5400	PERSONNEL ASSESSMENT	77,071.00	57,803.25	0.00	57,803.25	19,267.75	77,071.00	0.00	BUDGET	73,409.52	63,470.00
5500	GROUP INSURANCE	2,198,442.00	1,813,617.60	0.00	1,813,617.60	0.00	1,813,617.60	384,824.40	SALARIES	1,817,743.14	1,487,922.36
5610	SICK LEAVE	0.00	506,876.68	22,905.23	0.00	0.00	0.00	0.00	ROLL/5100	577,698.42	535,218.29
5620	ANNUAL LEAVE	0.00	536,343.29	21,467.93	0.00	0.00	0.00	0.00	ROLL/5100	598,481.90	539,133.88
5630	HOLIDAY LEAVES	0.00	2,362.40	993.28	0.00	0.00	0.00	0.00	ROLL/5100	3,084.94	1,872.14
5640	COMP TIME LEAVE	0.00	28,434.58	823.01	0.00	0.00	0.00	0.00	ROLL/5100	30,646.63	33,543.84
5650	OTHER LEAVE	0.00	182,814.06	6,990.24	0.00	0.00	0.00	0.00	ROLL/5100	107,095.82	122,672.21
5660	FURLOUGH LEAVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NONE	0.00	251,359.01
5700	PAYROLL ASSESSMENT	17,975.00	13,481.25	0.00	13,481.25	4,493.75	17,975.00	0.00	BUDGET	17,308.00	18,295.00
5750	REGI	303,196.00	247,915.94	11,066.15	258,982.09	21,886.62	280,868.71	22,327.29	SALARIES	243,600.43	289,648.95
5800	UNEMPLOYMENT COMPENSATION	8,976.00	8,652.49	410.27	9,062.76	741.92	9,804.68	(828.68)	SALARIES	12,468.56	6,798.68
5810	OVERTIME PAY	0.00	1,302,334.01	87,716.70	1,390,050.71	237,991.00	1,628,041.71	(1,628,041.71)	SALARIES+/-	867,216.99	271,443.77
5820	HOLIDAY PAY	197,775.00	189,365.99	16,607.00	205,972.99	0.00	205,972.99	(8,197.99)	SALARIES	200,929.00	190,072.68
5830	COMP TIME PAYOFF	0.00	1,491.73	0.00	1,491.73	0.00	1,491.73	(1,491.73)	ESTIMATE	4,798.59	4,390.66
5840	MEDICARE	186,301.00	176,057.35	8,495.23	184,556.58	15,580.31	200,136.89	(13,835.89)	SALARIES	183,258.97	165,914.84
5880	SHIFT DIFFERENTIAL PAY	95,015.00	104,479.66	5,325.15	109,804.81	9,112.40	118,917.21	(23,902.21)	SALARIES	109,280.34	97,905.55
5881	REMOTE AREA DIFFERENTIAL PA	150,613.00	123,390.00	4,800.00	128,190.00	10,638.20	138,828.20	11,784.80	SALARIES	157,875.00	168,600.00
5901	PAYROLL ADJUSTMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NONE	0.00	0.00
5904	VACANCY SAVINGS	(481,557.00)	0.00	0.00	0.00	0.00	0.00	(481,557.00)	CLOSED	0.00	0.00
5910	STANDBY PAY	0.00	16,802.26	799.32	17,601.58	1,460.80	19,062.38	(19,062.38)	SALARIES	16,626.63	18,789.47
5929	SUSPEND LONGEVITY	(43,725.00)	0.00	0.00	0.00	0.00	0.00	(43,725.00)	NONE	0.00	0.00
5930	LONGEVITY PAY	43,725.00	0.00	0.00	0.00	0.00	0.00	43,725.00	NONE	0.00	0.00
5940	[unprojected]	0.00	121.26	(121.26)	0.00	0.00	0.00	0.00	ESTIMATE	0.00	0.00
5960	TERMINAL SICK	0.00	21,105.15	0.00	21,105.15	0.00	21,105.15	(21,105.15)	ESTIMATE	11,926.70	0.00
5970	TERMINAL ANNUAL	0.00	110,274.41	1,606.86	111,881.27	0.00	111,881.27	(111,881.27)	ESTIMATE	149,304.01	64,941.81
5975	FORFEITED ANNUAL LEAVE PAYC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NONE	486.72	3,489.38
5980	CALL BACK PAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	SALARIES	0.00	0.00
7170	CLOTH/UNIFORM/TOOL ALLOWAN	146,773.00	125,921.87	700.00	126,621.87	0.00	126,621.87	20,151.13	ESTIMATE	126,883.61	126,497.25
		19,527,158.00	17,681,673.53	735,558.03	18,417,231.56	1,492,370.76	19,909,602.32	(382,444.32)		18,492,192.30	16,940,959.86

Current category budget: 19,481,410.00

Pending work programs: 45,748.00

GL	Description	Budget	Actuals	Encumb	Total	Available	Projection	Balance	Method	FY16	FY15
0	PERSONNEL SERVICES	390,595.00	0.00	0.00	0.00	0.00	0.00	390,595.00	NONE	0.00	0.00
5000	REPAYMENT OF SRF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	ESTIMATE	0.00	0.00
5100	SALARIES	15,812,110.00	10,664,864.62	470,730.48	12,499,448.00	1,032,540.09	13,531,988.09	2,280,121.91	VAC AV/49	11,282,378.79	10,453,514.48
5120	FURLOUGH ADJUSTMENTS	0.00	(414.96)		(414.96)	0.00		414.96	CLOSED	(664.20)	(278,903.33)
5190	SUPP MILITARY PAY	0.00	(4,860.82)	(152.00)	(5,012.82)	0.00		(5,012.82)	CLOSED	(10,526.73)	0.00
5200	WORKERS COMPENSATION	283,756.00	224,853.11	14,372.32	239,225.43	44,530.57	283,756.00	0.00	BUDGET	264,388.76	291,743.33
5300	ER RETIREMENT	4,627,826.00	1,919,810.39	85,951.71	3,521,178.19	290,866.55	3,812,044.74	815,781.26	SALARIES	3,682,893.19	3,561,721.52
5301	EE/ER RETIREMENT	0.00	1,450,228.01	65,188.08	0.00	0.00	0.00	0.00	ROLL/5300	43,578.98	0.00
5400	PERSONNEL ASSESSMENT	94,856.00	71,142.00	0.00	71,142.00	23,714.00	94,856.00	0.00	BUDGET	90,773.41	80,005.35
5500	GROUP INSURANCE	2,752,248.00	2,249,127.62	0.00	2,249,127.62	0.00	2,249,127.62	503,120.38	SALARIES	2,227,494.51	1,775,046.51
5610	SICK LEAVE	0.00	538,507.39	29,244.16	0.00	0.00	0.00	0.00	ROLL/5100	610,668.37	633,059.47
5620	ANNUAL LEAVE	0.00	651,878.33	35,480.84	0.00	0.00	0.00	0.00	ROLL/5100	680,816.43	663,003.86
5630	HOLIDAY LEAVES	0.00	1,704.60	0.00	0.00	0.00	0.00	0.00	ROLL/5100	237.07	206.22
5640	COMP TIME LEAVE	0.00	72,250.49	1,120.14	0.00	0.00	0.00	0.00	ROLL/5100	59,546.92	33,168.43
5650	OTHER LEAVE	0.00	32,735.83	931.12	0.00	0.00	0.00	0.00	ROLL/5100	120,913.81	112,921.50
5660	FURLOUGH LEAVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NONE	221.40	278,582.21
5700	PAYROLL ASSESSMENT	22,129.00	16,596.75	0.00	16,596.75	5,532.25	22,129.00	0.00	BUDGET	21,397.00	23,092.00
5750	REGI	373,188.00	282,293.14	12,684.98	294,978.12	24,367.95	319,346.07	53,841.93	SALARIES	272,775.99	316,639.98
5800	UNEMPLOYMENT COMPENSATION	11,088.00	10,059.83	459.04	10,518.87	826.03	11,344.90	(256.90)	SALARIES	14,543.95	8,047.98
5810	OVERTIME PAY	0.00	1,888,903.05	83,219.60	1,972,122.65	163,661.60	2,135,784.25	(2,135,784.25)	SALARIES	1,649,890.36	1,273,378.25
5820	HOLIDAY PAY	270,542.00	229,552.96	25,282.00	254,834.96	0.00	254,834.96	15,707.04	SALARIES	258,845.53	235,693.20
5830	COMP TIME PAYOFF	0.00	968.21	0.00	968.21	0.00	968.21	(968.21)	CLOSED	9,258.76	4,711.74
5840	MEDICARE	229,325.00	205,032.75	9,471.52	214,504.27	17,759.69	232,263.96	(2,938.96)	SALARIES	215,396.99	197,666.56
5880	SHIFT DIFFERENTIAL PAY	196,859.00	197,843.90	9,019.13	206,863.03	17,167.00	224,030.03	(27,171.03)	SALARIES	217,364.24	207,503.78
5901	PAYROLL ADJUSTMENT	0.00	494.20	0.00	494.20	0.00	494.20	(494.20)	CLOSED	0.00	0.00
5904	VACANCY SAVINGS	(2,143,703.00)	0.00	0.00	0.00	0.00	0.00	(2,143,703.00)	NONE	0.00	0.00
5910	STANDBY PAY	0.00	7,121.02	91.40	7,212.42	598.60	7,811.02	(7,811.02)	SALARIES	7,986.62	6,107.56
5929	SUSPEND LONGEVITY	(86,925.00)	0.00	0.00	0.00	0.00	0.00	(86,925.00)	NONE	0.00	0.00
5930	LONGEVITY PAY	86,925.00	0.00	0.00	0.00	0.00	0.00	86,925.00	NONE	0.00	0.00
5940	DANGEROUS DUTY PAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NONE	2.73	0.00
5960	TERMINAL SICK	0.00	20,746.21	0.00	20,746.21	18,554.73	39,300.94	(39,300.94)	ESTIMATE	39,056.63	39,545.24
5970	TERMINAL ANNUAL	0.00	66,164.14	910.52	67,074.66	86,467.92	153,542.58	(153,542.58)	ESTIMATE	151,781.46	155,303.70
5975	FORFEITED ANNUAL LEAVE PAYC	0.00	832.14	0.00	832.14	0.00	832.14	(832.14)	CLOSED	0.00	0.00
5980	CALL BACK PAY	0.00	1,295.80	0.00	1,295.80	0.00	1,295.80	(1,295.80)	ESTIMATE	0.00	0.00
7170	UNIFORM ALLOWANCE	207,238.00	137,661.81	1,397.00	139,058.81	12,641.71	151,700.52	55,537.48	MO AV/11	142,942.10	138,288.43
		23,128,057.00	20,937,392.52	845,402.04	21,782,794.56	1,739,228.69	23,522,023.25	(393,966.25)		22,053,963.07	20,210,047.97

Current category budget: 23,128,057.00

Pending work programs: 0.00

FLORENCE MCCLURE WOMENS CORRECTIONAL CENTER

Category 1: PERSONNEL SERVICES

GL	Description	Budget	Actuals	Encumb	Total	Available	Projection	Balance	Method	FY16	FY15
0	PERSONNEL SERVICES	1,293,596.00	0.00	0.00	0.00	0.00	0.00	1,293,596.00	NONE	0.00	0.00
5100	SALARIES	7,417,319.00	5,876,475.74	262,570.29	6,913,964.53	606,376.00	7,520,340.53	(103,021.53)	VAC AV/2	5,841,470.35	5,514,490.11
5120	FURLOUGH ADJUSTMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NOT USED	0.00	(147,557.72)
5190	SUPPL MILITARY PAY	0.00	(5,271.38)	(487.60)	0.00	0.00	0.00	0.00	ROLL/5100	(3,064.43)	0.00
5200	WORKERS COMPENSATION	130,183.00	125,211.88	7,959.39	133,171.27	16,979.61	150,150.88	(19,967.88)	ESTIMATE	138,459.06	154,838.81
5300	RET EMPL PAID	1,851,155.00	729,676.21	35,049.39	1,796,337.60	167,490.08	1,963,827.68	(112,672.68)	SALARIES+/-	1,695,409.30	1,645,630.74
5301	RET EMPL/EMP PAID	0.00	998,098.32	33,513.68	0.00	0.00	0.00	0.00	ROLL/5300	35,207.78	0.00
5400	PERSONNEL ASSESSMENT	44,498.00	33,373.50	0.00	33,373.50	11,124.50	44,498.00	0.00	BUDGET	42,397.15	36,579.91
5500	GROUP INSURANCE	1,258,650.00	1,178,415.98	0.00	1,178,415.98	0.00	1,178,415.98	80,234.02	SALARIES	1,093,724.41	906,229.43
5610	SICK LEAVE	0.00	293,089.83	10,331.49	0.00	0.00	0.00	0.00	ROLL/5100	301,678.28	310,832.82
5620	ANNUAL LEAVE	0.00	339,960.86	15,275.79	0.00	0.00	0.00	0.00	ROLL/5100	374,976.66	337,460.47
5630	HOLIDAY LEAVES	0.00	1,030.40	0.00	0.00	0.00	0.00	0.00	ROLL/5100	3,071.53	3,683.91
5640	COMP TIME LEAVE	0.00	45,455.16	3,646.73	0.00	0.00	0.00	0.00	ROLL/5100	57,376.95	42,603.97
5650	OTHER LEAVE	0.00	66,577.46	5,309.76	0.00	0.00	0.00	0.00	ROLL/5100	47,294.52	87,436.13
5660	FURLOUGH LEAVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	ROLL/5100	0.00	147,696.03
5700	PAYROLL ASSESSMENT	10,379.00	7,784.25	0.00	7,784.25	2,594.75	10,379.00	0.00	BUDGET	9,993.00	10,549.00
5750	REGI	175,051.00	156,286.92	7,012.26	163,299.18	14,310.48	177,609.66	(2,558.66)	SALARIES	141,592.26	167,452.88
5800	UNEMPLOYMENT COMPENSATIO	5,183.00	5,448.72	253.18	5,701.90	485.10	6,187.00	(1,004.00)	SALARIES	7,267.97	3,894.72
5810	OVERTIME PAY	0.00	906,698.56	48,218.44	954,917.00	150,003.55	1,104,920.55	(1,104,920.55)	ESTIMATE	684,723.66	224,909.35
5820	HOLIDAY PAY	103,205.00	121,733.35	11,276.85	133,010.20	0.00	133,010.20	(29,805.20)	SALARIES	109,867.20	107,948.14
5830	COMP TIME PAYOFF	0.00	1,871.13	0.00	1,871.13	3,892.64	5,763.77	(5,763.77)	LAST FY	5,763.77	1,953.42
5840	MEDICARE	107,565.00	111,013.96	5,240.05	116,254.01	10,187.12	126,441.13	(18,876.13)	SALARIES	107,830.50	96,695.11
5880	SHIFT DIFFERENTIAL PAY	65,744.00	81,636.16	3,594.94	85,231.10	7,073.20	92,304.30	(26,560.30)	SALARIES	71,497.87	67,890.03
5881	REMOTE AREA DIFFERENTIAL PA	0.00	255.00	0.00	255.00	21.20	276.20	(276.20)	SALARIES	277.50	1,447.50
5904	VACANCY SAVINGS	(154,847.00)	0.00	0.00	0.00	0.00	0.00	(154,847.00)	NONE	0.00	0.00
5910	STANDBY PAY	0.00	12,821.27	514.27	13,335.54	1,106.60	14,442.14	(14,442.14)	SALARIES	12,378.59	12,182.32
5929	SUSPEND LONGEVITY	(20,600.00)	0.00	0.00	0.00	0.00	0.00	(20,600.00)	NONE	0.00	0.00
5930	LONGEVITY PAY	20,600.00	0.00	0.00	0.00	0.00	0.00	20,600.00	NONE	0.00	0.00
5960	TERMINAL SICK	0.00	0.00	0.00	0.00	5,903.59	5,903.59	(5,903.59)	LAST FY	5,903.59	9,661.13
5970	TERMINAL ANNUAL	0.00	36,058.72	1,425.32	37,484.04	12,692.56	50,176.60	(50,176.60)	LAST FY	50,176.60	44,580.98
5975	FORFEITED ANNUAL LEAVE PAYC	0.00	2,304.37	0.00	2,304.37	0.00	2,304.37	(2,304.37)	CLOSED	0.00	658.16
7170	UNIFORM ALLOWANCE	86,819.00	71,988.42	350.00	72,338.42	0.00	72,338.42	14,480.58	CLOSED	67,767.78	65,796.74
		12,394,500.00	11,197,994.79	451,054.23	11,649,049.02	1,010,240.98	12,659,290.00	(264,790.00)		10,903,041.85	9,855,544.09

Current category budget: 12,097,308.00

Pending work programs: 297,192.00

HIGH DESERT STATE PRISON

Category 1: PERSONNEL SERVICES

GL	Description	Budget	Actuals	Encumb	Total	Available	Projection	Balance	Method	FY16	FY15
0	PERSONNEL SERVICES	745,407.00	0.00	0.00	0.00	0.00	0.00	745,407.00	NONE	0.00	0.00
5000	IFC CONTINGENCY FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	ESTIMATE	0.00	0.00
5100	SALARIES	26,760,756.00	19,680,952.06	874,207.96	23,227,046.65	1,966,538.03	25,193,584.68	1,567,171.32	VAC AV/73	21,175,146.25	19,700,693.14
5120	FURLOUGH ADJUSTMENT	0.00	(164.40)	0.00	(164.40)	0.00	(164.40)	164.40	CLOSED	(169.00)	(520,024.76)
5190	SUPPLEMENTAL MILITARY PAY	0.00	(27,817.27)	(1,651.12)	(29,468.39)	0.00	(29,468.39)	29,468.39	CLOSED	(34,797.23)	0.00
5200	WORKERS COMPENSATION	475,110.00	428,364.20	25,306.14	453,670.34	21,439.66	475,110.00	0.00	BUDGET	489,023.98	557,377.81
5300	RET CONT EMPLOYER PAY PLAN	6,753,296.00	2,382,559.59	103,731.99	6,033,750.62	510,906.58	6,544,657.20	208,638.80	SALARIES	6,108,628.15	5,914,160.29
5301	RET CONT EMPLOYEE/EMPLOYER PIN	0.00	3,396,668.10	150,790.94	120,402.00	0.00	0.00	0.00	ROLL/5300	112,185.19	0.00
5400	PERSONNEL ASSESSMENT	160,536.00	120,402.00	0.00	120,402.00	40,134.00	160,536.00	0.00	BUDGET	152,731.96	131,667.11
5500	GROUP INSURANCE	4,581,486.00	3,949,708.09	0.00	3,949,708.09	0.00	3,949,708.09	631,777.91	SALARIES	3,831,506.88	3,104,158.09
5610	SICK LEAVE	0.00	1,162,789.88	44,729.80	47,833.64	0.00	0.00	0.00	ROLL/5100	1,298,300.53	1,174,199.37
5620	ANNUAL LEAVE	0.00	1,089,330.37	47,833.64	0.00	0.00	0.00	0.00	ROLL/5100	1,298,300.53	1,147,568.71
5630	HOLIDAY LEAVES	0.00	9,358.30	893.36	0.00	0.00	0.00	0.00	ROLL/5100	8,897.98	6,766.41
5640	COMP TIME LEAVE	0.00	102,664.19	3,122.62	0.00	0.00	0.00	0.00	ROLL/5100	91,793.05	72,114.46
5650	OTHER LEAVE	0.00	202,954.96	8,209.51	0.00	0.00	0.00	0.00	ROLL/5100	197,643.38	307,109.36
5660	FURLOUGH LEAVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	CLOSED	169.00	520,229.88
5700	PAYROLL ASSESSMENT	37,455.00	28,091.25	0.00	28,091.25	9,363.75	37,455.00	0.00	BUDGET	36,017.00	37,955.00
5730	REGI	631,542.00	524,621.23	23,063.44	547,684.67	46,410.29	594,094.96	37,447.04	SALARIES	513,073.96	596,731.43
5800	UNEMPLOYMENT COMPENSATION	18,707.00	17,828.38	808.74	18,637.32	1,573.23	20,210.55	(1,503.55)	SALARIES	26,133.11	14,523.82
5810	OVERTIME PAY	0.00	2,087,171.18	107,227.09	2,194,398.27	262,073.46	2,456,471.73	(2,456,471.73)	SALARIES+/-	1,766,208.03	1,269,180.56
5820	HOLIDAY PAY	452,760.00	429,495.30	41,055.57	470,550.87	0.00	470,550.87	(17,790.87)	SALARIES	455,276.99	444,379.84
5830	COMP TIME PAYOFF	0.00	18,579.32	0.00	18,579.32	0.00	18,579.32	(18,579.32)	ESTIMATE	7,570.66	4,952.34
5840	MEDICARE	387,148.00	361,295.60	16,716.65	378,012.25	32,054.57	410,066.82	(22,918.82)	SALARIES	383,329.81	354,266.37
5880	SHIFT DIFFERENTIAL PAY	288,271.00	261,452.32	11,203.89	272,656.21	22,627.00	295,283.21	(7,012.21)	SALARIES	284,088.26	289,031.30
5881	REMOTE AREA DIFFERENTIAL PAY	332,394.00	261,127.50	11,137.50	272,265.00	22,594.60	294,859.60	37,534.40	SALARIES	329,812.50	354,442.50
5901	PAYROLL ADJUSTMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	CLOSED	0.00	0.00
5904	VACANCY SAVINGS	(699,606.00)	0.00	0.00	0.00	0.00	0.00	(699,606.00)	CLOSED	0.00	0.00
5910	STANDBY PAY	0.00	11,223.86	482.91	11,706.77	1,632.34	13,339.11	(13,339.11)	LAST FY	13,339.11	12,008.33
5929	SUSPEND LONGEVITY	(89,050.00)	0.00	0.00	0.00	0.00	0.00	(89,050.00)	NONE	0.00	0.00
5930	LONGEVITY PAY	89,050.00	0.00	0.00	0.00	0.00	0.00	89,050.00	NONE	0.00	0.00
5940	DANGEROUS DUTY PAY	0.00	0.00	0.00	0.00	28.19	28.19	(28.19)	ESTIMATE	25.08	(25.08)
5960	TERMINAL SICK	0.00	13,494.44	0.00	13,494.44	0.00	13,494.44	(13,494.44)	ESTIMATE	18,312.15	6,528.46
5970	TERMINAL ANNUAL	0.00	169,945.84	8,506.43	178,452.27	23,311.41	201,763.68	(201,763.68)	ESTIMATE	195,096.10	164,956.36
5975	FORFEITED ANNUAL LV PAYOFF	0.00	80.89	0.00	80.89	0.00	80.89	(80.89)	CLOSED	0.00	0.00
5980	CALL BACK PAY	0.00	350.04	0.00	350.04	0.00	350.04	(350.04)	CLOSED	116.91	498.51
7170	CLOTH/UNIFORM/TOOL ALLOWANCE	328,321.00	264,879.75	2,170.29	267,050.04	0.00	267,050.04	61,270.96	ESTIMATE	264,471.86	261,043.61
		41,253,583.00	36,947,407.17	1,479,547.35	38,426,954.52	2,960,687.11	41,387,641.63	(134,058.63)		38,956,445.75	35,925,493.22

Current category budget: 41,253,583.00

Pending work programs: 0.00

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: June 13, 2017

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

From: Andre Urruty, Executive Branch Budget Officer

A handwritten signature in blue ink, appearing to be "AU", written over the name "Andre Urruty" in the "From:" field.

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting. An analysis of the action item and recommendation is also provided.

DEPARTMENT OF ADMINISTRATION – DIRECTOR'S OFFICE/PURCHASING DIVISION

Agenda Item Write-up:

Pursuant to NRS 332.195, the Purchasing Division requests to utilize a Clark County Master Services Agreement (CBE #604060-16) to contract with Gartner, Inc. on a work order for the Enterprise Resource Planning (ERP) project totaling \$218,000.

Additional Information:

The division has requested a retroactive start date to May 17, 2017 due to the need to continue with the ERP visioning process in a timely fashion.

Statutory Authority:

NRS 332.195

REVIEWED: _____

ACTION ITEM: _____

A handwritten signature in blue ink, appearing to be "AU", written over the "REVIEWED:" and "ACTION ITEM:" lines in a rectangular box.

REVISED

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: **18883**

Agency Name: ADMIN - DIRECTOR'S OFFICE	Legal Entity Name: Gartner, Inc.
Agency Code: 087	Contractor Name: Gartner, Inc.
Appropriation Unit: 1301-09	Address: 56 Top Gallant Road
Is budget authority available?: Yes	City/State/Zip: Stamford, CT 06904
If "No" please explain: Not Applicable	Contact/Phone: Mark Lennon 916-832-1494
	Vendor No.:
	NV Business ID: NV19941112701
To what State Fiscal Year(s) will the contract be charged?	2017-2018

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/17/2017**

Anticipated BOE meeting date **07/2017**

Retroactive? **Yes**

If "Yes", please explain

Due to the time frames discussed we are requesting retroactive start date of May 17, 2017. If this request is not approved, the state risks losing further momentum in the execution of the discovery phase of this project, and ultimately, delayed implementation of the overall ERP modernization.

3. Termination Date: **08/31/2017**

Contract term: **106 days**

4. Type of contract: **Contract**

Contract description: **ERP**

5. Purpose of contract:

This is a new contract to assess and refine the State of Nevada's Enterprise Resource Planning (ERP) strategy, by first conducting an executive visioning workshop to confirm the business capabilities and agencies that will be included under the umbrella of the state's ERP modernization program. The contractor will facilitate 6-12 interviews and workshops to identify agency application requirements, and document the state's ERP Modernization Deployment Model based on the findings of these workshops. The contractor will further assist with documentation of the system architecture required, and will document the procurement and evaluation process. As part of this documentation, the contractor will identify critical initiatives, timelines, and cost estimates.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$218,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The State of Nevada requires a statewide single solution for enhanced functionality and technology to support and automate the state's Human Resource Management and Integrated Financial System. This technology will improve customer service statewide.

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 software capabilities to provide a statewide ERP 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?

NRS 332.195 Authorizes the State of Nevada to join or use a contract that has been competitively bid by another governing body within or outside of the state.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

Yes If "Yes", please explain

The contractor is currently under contract with Clark County, Nevada.

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is 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	ateixeir	06/09/2017 15:38:58 PM
Division Approval	ateixeir	06/09/2017 15:39:30 PM
Department Approval	Pending	
Contract Manager Approval	Pending	
Budget Analyst Approval	Pending	
BOE Agenda Approval	Pending	
BOE Final Approval	Pending	

GARTNER, INC. and State of Nevada Department of Administration
Contract CBE No. 604060-16
Order No. ERP-01

WHEREAS Clark County, Nevada has entered into a Master Services Agreement (CBE No. 604060-16) with Gartner, Inc. of 56 Top Gallant Road, Stamford, CT (“Gartner”); and

WHEREAS pursuant to NRS 332.195 the State of Nevada may join or use contracts of local governments located within or outside this State with the authorization of the contracting vender; and

WHEREAS Clark County as the original contracting local government is not liable for obligations of a governmental entity that joins or uses the contract pursuant to NRS 332.195; and

WHEREAS The State of Nevada Department of Administration (“Client”) desires to join in that contract, and Gartner authorizes a joinder by the State of Nevada, Purchasing Division in the contract.

Now therefore, Gartner and Client enter into this Order No. ERP-01 (“Order”) and agree as follows:

This Order incorporates and includes the Master Services Agreement between Gartner and Clark County, Contract CBE No. 604060-16, a copy of which is attached hereto, and the terms of which are incorporated by reference. This Order, together with the Master Services Agreement attached hereto constitutes the complete agreement between Gartner and Client. This Order shall have an effective date of May 17, 2017 with an expected completion date of August 31, 2017. This Order is entered into by the State of Nevada Department of Administration with an address of 515 East Musser Street, Third Floor, Carson City, Nevada 89701 and Gartner Inc. with a place of business located at 56 Top Gallant Road, Stamford CT 06904 to perform the Statement of Work (SOW) attached hereto as Appendix A entitled “Gartner Statement of Work”. As a result of this Order the following changes shall occur to the terms and conditions of contract CBE No. 604060-16.

- I. For purposes of the performance of this Order all references to “County” in CBE no. 604060-16 shall be interpreted to be the Nevada Department of Administration.
- II. Section II of CBE no. 604060-16 titled Compensation and Terms of Payment shall be updated to reflect that all Phase I services as set forth in Appendix A shall be performed on a firm fixed price basis for a total amount of \$218,000. Client shall pay Gartner \$175,000 for conducting the workshops and interviews set forth in Appendix A, Sections 1 and 2.

Client shall pay Gartner \$43,000 for providing the documentation set forth in Appendix A, Sections 3-6.

- III. Section II.8 of CBE no. 604060-16 shall be updated to reflect that all invoices shall be submitted to the State of Nevada Department of Administration at 515 East Musser Street, Third Floor, Carson City, NV 89701.
- III. Section VIII titled Time Schedule is amended to reflect the period of performance of this SA shall be from May 17, 2017 to August 31, 2017.
- IV. Section XI titled Notices is updated to reflect the following State of Nevada Department of Administration personnel as the official points of contact for this Order,

Patrick Cates
Director Department of Administration
775-684-0294
pcates@admin.nv.gov



Lee-Ann Easton
Deputy Director Department of Administration
775-684-0207
leaston@admin.nv.gov

Annette Teixeira
Executive Assistant Department of Administration
775-684-0299
ateixeira@admin.nv.gov

- V. Exhibit B of CBE no. 604060-16 titled Identity and Access Management Assessment Insurance Requirements shall be replaced with the attached Appendix B titled "Insurance Requirements."

All other terms and conditions of the attached Master Services Agreement not mentioned herein shall apply to the performance of this Order and remain unchanged and in full force and effect. The Parties concurrence with the terms and conditions of this Order is evidenced by the signature of their representatives affixed below.

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


 Gartner Signature	<u>06/12/17</u> Date	<u>Contracts Counsel</u> Title
 State of Nevada Signature	<u>6/12/17</u> Date	<u>Director</u> Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

 Deputy Attorney General for Attorney General	On: <u>8 June 17</u> Date
---	------------------------------

APPENDIX A

Gartner Statement of Work

Gartner agrees to assess and refine the State of Nevada's current ERP strategy. Specifically, Gartner shall:

1. Conduct an executive visioning workshop to confirm the business capabilities and agencies that will be included under the umbrella of the State's ERP Modernization and considered in scope.
2. Facilitate 6-12 interviews and cross-agency capability workshops to identify the agencies that will require application localizations or fit for purpose applications and the unique requirements that are required for agency augmentation for ERP Modernization.
3. Document the State's ERP Modernization Deployment Model based on the findings of the capability workshops.
4. Document the State's target state modernization application architecture that will best enable the State's capability model.
5. Document the procurement and evaluation process for the administration of the solution procurement process.
6. Document the ERP Modernization Roadmap identifying critical initiatives, timelines, and cost estimates to realize the ERP Modernization Objectives.

The foregoing tasks are further detailed in the Statement of Work dated April 11, 2017 attached hereto as "Exhibit 1 to Appendix A." The terms of Exhibit 1 shall be incorporated herein by reference.

APPENDIX B

INSURANCE REQUIREMENTS:

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

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

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

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate
\$2,000,000
- Products – Completed Operations Aggregate
\$1,000,000
- Personal and Advertising Injury
\$1,000,000
- Each Occurrence
\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

Employers' Liability

Each Accident

\$100,000

Disease – Each Employee

\$100,000

Disease – Policy Limit
\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

2. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

A. NOTICE OF CANCELLATION: Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(State of Nevada Representative's Name & Address)**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

B. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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

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

C. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

CLARK COUNTY, NEVADA
CONTRACT FOR IT SERVICES -
MASTER SERVICES AGREEMENT
CBE NO. 604060-16

GARTNER, INC.
NAME OF FIRM
Hannes Scheidegger, Managing Partner
DESIGNATED CONTACT, NAME AND TITLE <i>(Please type or print)</i>
7676 Hazard Center Drive Suite 810 , San Diego, CA 92108
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(530) 400-7147
(AREA CODE) AND TELEPHONE NUMBER
(866) 630-9110
(AREA CODE) AND FAX NUMBER
hannes.scheidegger@gartner.com
E-MAIL ADDRESS

CONTRACT FOR IT SERVICES – MASTER SERVICES AGREEMENT

This Contract is made and entered into this 1st day of June 2016 ("Effective Date"), by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and GARTNER, INC. (hereinafter referred to as PROVIDER) for IT Services – Master Services Agreement (hereinafter referred to as SERVICES).

WITNESSETH:

WHEREAS, the PROVIDER has the personnel and resources necessary to accomplish the SERVICES on an "as-required" basis; and

WHEREAS, the PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

WHEREAS, no fixed number of hours or dollars will be guaranteed to PROVIDER; and

WHEREAS, the PROVIDER understands that this Contract is with COUNTY on an "as required" basis, and does not include any exclusive rights with other county department for SERVICES; and

WHEREAS, County will issue an individual purchase order(s) to PROVIDER for SERVICES, subject to approved budgeted appropriations for PROVIDER, upon which each purchase order will describe the specific duties/scope of work to be performed, the estimated hourly rate/range, position title(s) required, and approximate length of time for task completion, and including performance levels if applicable; and

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from date of award through June 30, 2017, with the option to renew for three, additional one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the CONTRACT for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay PROVIDER for the performance of services described in each purchase order for the fixed fee or not-to-exceed amount per deliverable; and/or time and materials amount; and/or combination of SERVICES as specified in COUNTY'S purchase order up to the amount shown on the purchase order, subject to Termination, Section IV, Paragraph B. It is expressly understood that the entire work defined in the agreed upon purchase order(s) or Scope(s) of Work (SOW) must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire SERVICES is completed for the said fee.

B. Progress

The PROVIDER will be entitled to periodic payments for work completed in accordance with the completion of tasks indicated in the Scope of Work (Exhibit A).

C. Terms of Payments

1. Each invoice received by COUNTY for SERVICES performed on a Time & Materials basis must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in purchase order or Scope of Work Invoicing Schedule. Each invoice received by COUNTY for SERVICES performed on Fixed Price basis should indicate the dated Deliverable was submitted to COUNTY.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
 - a. The title of the SERVICES as stated in Exhibit A, Scope of Work, COUNTY's Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.

- b. For time and materials contracts, time is to be defined as an hourly rate. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: <http://www.gsa.gov/portal/category/21287>.
 - c. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.
 - d. A "BUDGET SUMMARY COMPARISON" which outlines the total amount PROVIDER was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
 - e. COUNTY's representative shall notify the PROVIDER in writing within 14 calendar days of any disputed amount included on the invoice. The PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount the PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within 30 calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
 5. In the event that legal action is taken by COUNTY or the PROVIDER based on a disputed payment, neither party shall be entitled to the recovery of attorneys' fees and costs.
 6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER's negligence, resulting from or arising out of errors or omissions in PROVIDER's work products, which have not been previously paid to PROVIDER.
 7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
 8. Invoices shall be submitted to: Clark County IT Administration, 500 South Grand Central Parkway, 4th Floor, Las Vegas, NV 89106, itadmin@clarkcountynv.gov.

D. County's Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit COUNTY's financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY's obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COUNTY's total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY's purchase order(s) to the PROVIDER.

SECTION III: SCOPE OF WORK

Services to be performed by PROVIDERS for the SERVICES shall consist of the work described in the applicable purchase order or Scope of Work.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in the PROVIDER's cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered

budgeted appropriations for the SERVICES shall be made and this Contract shall be modified in writing accordingly. Any claim of the PROVIDER for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the PROVIDER of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.

- B. No services for which an additional compensation will be charged by the PROVIDER shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, the PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within 30 days, COUNTY may terminate this Contract for default.
- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the COUNTY.
- D. The PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. The PROVIDER will follow COUNTY's standard procedures as followed by COUNTY's staff in regard to programming changes; testing; change control; and other similar activities.
- F. The PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards. PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION IN THE DELIVERABLES HAS BEEN OBTAINED FROM SOURCES THAT PROVIDER BELIEVES TO BE RELIABLE. ALL DELIVERABLES SPEAK AS OF THE DATE OF DELIVERY TO THE COUNTY. PROVIDER HAS NO OBLIGATION TO ADVISE COUNTY OF ANY CHANGE IN THE INFORMATION OR VIEWS CONTAINED IN THE DELIVERABLES
- G. It shall be the duty of the PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. The COUNTY warrants that PROVIDER'S use of any materials furnished by COUNTY in connection with a Statement of Work does not infringe any copyright, trademark, trade secret or other right of any third party. PROVIDER warrants that the Deliverables, in the form provided to COUNTY do not infringe any copyright, trademark, trade secret or other right of any third party. The PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve the PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER's services herein shall not be construed to

operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER's performance or failures to perform under this Contract.

- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY's representative upon completion or termination of this Contract, whichever comes first.. PROVIDER shall retain sole and exclusive ownership of any pre-existing PROVIDER tools, methodologies, questionnaires, responses, and proprietary research and data, together with all intellectual property rights therein (the "PROVIDER Materials"). PROVIDER grants to COUNTY a perpetual, non-exclusive, royalty-free license to use the Deliverables, subject to the limitations set forth below. Nothing contained in this Agreement shall preclude PROVIDER from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. PROVIDER shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that PROVIDER shall not use or disclose any of COUNTY's confidential information, as that term is defined herein. With respect to any benchmarking Services performed by PROVIDER, COUNTY acknowledges that (i) the contents of the Benchmarking Report (as defined in the Statement of Work) and other deliverables are based upon information which is proprietary to PROVIDER and contained in PROVIDER's proprietary database, (ii) the contents of the database belong to PROVIDER solely, (iii) COUNTY's data will become part of the database, (iv) PROVIDER will code any presentation of COUNTY's data to preserve COUNTY's anonymity, and (v) the database will be used by PROVIDER in future consulting and benchmarking engagements. COUNTY shall retain its rights in any proprietary material that COUNTY supplies to PROVIDER. If COUNTY provides PROVIDER with materials owned or controlled by COUNTY or with use of, or access to, such materials, COUNTY grants to PROVIDER all rights and licenses that are necessary for PROVIDER to fulfill its obligations under each Statement of Work. PROVIDER grants to COUNTY for internal purposes only a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of the Deliverables. Unless the Deliverable is a Request for Proposal (RFP) or other similar document intended to be distributed by COUNTY, COUNTY shall not make the Deliverables available, in whole or in part, to anyone outside of COUNTY, or quote excerpts from the Deliverables to the public, without the prior written consent of PROVIDER. Notwithstanding the foregoing, COUNTY may share the Deliverables with (i) its outside auditors and/or accountants, (ii) third parties who have signed appropriate confidentiality agreements with COUNTY who are engaged by COUNTY to review or implement suggestions or to further research the issues contained in the Deliverables, and (iii) governmental or regulatory bodies as required by law. The Parties acknowledge that this Agreement is subject to Nevada Public Records Act, NRS Chapter 239.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by the PROVIDER, without prior written approval of COUNTY.
- B. Approval by COUNTY of PROVIDER's request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY's approval of PROVIDER's request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.

- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY's representative, Louis Carr, Jr., telephone number (702) 455-5853 or their designee. COUNTY's representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY's representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY's representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence in this Contract. If PROVIDER, within thirty (30) days of the promised delivery date for any services, project or ordering agreement notifies COUNTY that it cannot meet the delivery obligations therein, COUNTY may cancel its order with no penalties to either party.
- B. PROVIDER shall complete the SERVICES in accordance with the milestones contained in Exhibit A of this Contract.
- C. If the PROVIDER's performance of services is delayed or if the PROVIDER's sequence of tasks is changed, PROVIDER shall notify COUNTY's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least 10 working days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROVIDER its compensation, based on the percentage of the SERVICES completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of 30 days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

- 1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than 10 calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
- 2. **Termination for Convenience**
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after the PROVIDER is given:
 - i. not less than 10 calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY's convenience, COUNTY shall pay the PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for

anticipated profit on performed or unperformed services or other work.

3. Termination for Default

- a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to the PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of the PROVIDER's default.
- b. Upon receipt or delivery by PROVIDER of a termination notice, the PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY's representative, copies of all deliverables as provided in Section V paragraph H.
- c. If after termination for failure of the PROVIDER to fulfill contractual obligations it is determined that the PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.

- 4. Upon termination, COUNTY may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of the PROVIDER assigned to the performance of this Contract.
- 5. The rights and remedies of COUNTY and the PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
- 6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER's control.

SECTION X: INSURANCE

The PROVIDER shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. The PROVIDER shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: Chief Information Officer
Clark County, Nevada
500 S. Grand Central Parkway, 4th Floor
Las Vegas, NV 89106

With a copy to: Purchasing Manager
Clark County, Nevada
500 S. Grand Central Parkway, 4th Floor
Las Vegas, NV 89106

TO PROVIDER: Phillip A. Cummings, Sr. Director, Contracts Counsel
Gartner, Inc.
4501 North Fairfax Drive - 8th Floor
Arlington, VA 22203

SECTION XII: MISCELLANEOUS

A. Independent Contractor

PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not,

under any circumstances, be considered employees of the COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.

B. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, the PROVIDER agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. Public Funds

PROVIDER acknowledges that the COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, the COUNTY may declare the PROVIDER in breach of the Contract, terminate the Contract, and designate the PROVIDER as non-responsible.

D. Assignment

Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Indemnity

The PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and the employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the PROVIDER or the employees or agents of the PROVIDER in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to the PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the PROVIDER or any agent or representative of the PROVIDER to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against the PROVIDER as it could pursue in the event of a breach of this Contract by the PROVIDER; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than 10 times the costs incurred by the PROVIDER in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this contract by the PROVIDER is subject to review by COUNTY to insure contract compliance. The PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this contract. All requests for information will be in writing to the PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the contract.

I. Covenant

The PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract. Subject to the Nevada Public Records Act, NRS Chapter 239, the parties agree to keep confidential and not to use or disclose to any third parties any non-public business information of the other party learned or disclosed in connection with each Statement of Work that is appropriately marked by the insertion of a conspicuous legend identifying the information as being "proprietary" or "confidential" ("Confidential Information"), including the PROVIDER Materials. The obligation of the parties with respect to the Confidential Information shall terminate with respect to any particular portion of the Confidential Information if and when: (i) it is in the public domain at the time of its communication; (ii) it is developed independently by the receiving party without use of any confidential information; (iii) it enters the public domain through no fault of the receiving party subsequent to the time of the disclosing party's communication to the receiving party; (iv) it is in the receiving party's possession free of any obligation of confidence at the time of the disclosing party's communication; (v) it is communicated by the disclosing party to a third party free of any obligation of confidence; or (vi) the receiving party has the disclosing party's written permission. Each party shall provide notice to the other of any demand made upon it under lawful process to disclose or provide any of the other party's confidential information. The receiving party agrees to cooperate with the disclosing party, at the disclosing party's expense, if the disclosing party elects to seek reasonable protective arrangements or oppose such disclosure. Any confidential information disclosed pursuant to such lawful process shall continue to be confidential information.

K. ADA Requirements

All work performed or services rendered by PROVIDER shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by the PROVIDER is for the COUNTY's information only.

M. Disclosure of Ownership Form

PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

O. Limitation of Liability

Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of PROVIDER or its employees, PROVIDER's total liability arising out of this Agreement and the provision of the Services shall be limited to the fee paid by COUNTY under the Statement of Work under which such liability arises. Except for actions by PROVIDER for payment, no action or proceeding arising out of this Agreement may be brought more than two years after the events giving rise thereto

P. No Third Party Beneficiaries

This Agreement is for the benefit of the parties only. None of the provisions of this Agreement are for the benefit of, or

enforceable by, any third party. It is the intention of PROVIDER and COUNTY that no third party shall have the right to (i) rely on the Services provided by PROVIDER, or (ii) seek to impose liability on PROVIDER as a result of the Services or any Deliverables furnished to COUNTY.

Q. Publicity.

Neither party shall use the name of the other party in any announcements, press releases or advertisements, or for any commercial purpose, without the prior written consent of the other, except that PROVIDER may name COUNTY in COUNTY listings.

R. Entire Agreement.

This Agreement, together with the Statements of Work, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior documents and agreements, and shall not be effective until accepted by an authorized representative of PROVIDER and COUNTY.

S. Force Majeure

PROVIDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. PROVIDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

T. Severability

If any terms or provisions of CONTRACT shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of CONTRACT shall remain in full force and effect.

U. HIPAA - Confidentiality Regarding Participants

PROVIDER shall maintain the confidentiality of any information relating to participants, COUNTY Employees, or third parties, in accordance with any applicable laws and regulations, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Attached hereto as Exhibit D, and incorporated by reference herein, is a HIPAA Business Associate Agreement, executed by the parties in accordance with the requirements of this sub-section. PROVIDER agrees to sign the attached HIPAA Business Associate Agreement prior to award of CONTRACT.

V. Non-Endorsement

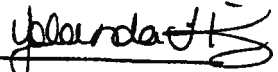
As a result of the selection of PROVIDER to supply goods or services, COUNTY is neither endorsing nor suggesting that PROVIDER'S service is the best or only solution. PROVIDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

W. Public Records

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All bid documents are available for review following the bid opening.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

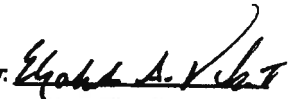
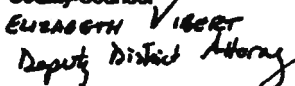
COUNTY:
CLARK COUNTY, NEVADA

By:  5/17/16
YOLANDA T. KING DATE
Chief Financial Officer

PROVIDER:
GARTNER, INC.

By:  4/25/16
PHILLIP A. CUMMINGS DATE
Sr. Director Contracts Counsel Government Contracts

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By:  4/29/16
MARY ANNE MILLER DATE
County Counsel

Euzabeth Vibert
Deputy District Attorney
)
)

**EXHIBIT A
IT SERVICES – MASTER SERVICES AGREEMENT
SCOPE OF WORK**

As described in the applicable purchase order or ordering document.

James R. Wells

From: Michael Lane (IT) <Michael.Lane@ClarkCountyNV.gov>
Sent: Monday, June 05, 2017 6:58 AM
To: Lennon,Mark; Jeffrey Haag
Subject: Re: Clark County Master Services Agreement

Jeff,

Mark is correct.

I have ok'ed the renewal of our MSA with Gartner.

Thank you.

Michael Lane
Chief Information Officer
Clark County, Nevada
Information Technology Department
500 S. Grand Central Parkway
Box 551761
Las Vegas, NV 89155-1761
(702) 455-3984
michael.lane@clarkcountyNV.gov
www.clarkcountyNV.gov

This message is for the sole use of the intended recipient(s) and may contain confidential and/or privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original.

On Jun 2, 2017, at 11:00 AM, Lennon,Mark <Mark.Lennon@gartner.com> wrote:

Mike,

Could you do me a small favor and email the State Procurement Officer (Jeff Haag, see correspondence below) and verify that Gartner's MSA with the County has been approved for extension? The State is using that MSA to engage Gartner until they can get their own MSA in place later this summer. He just needs a one-liner saying that the County is extending the MSA.

Thanks!....and yes, that's another favor I owe you...

Mark

From: Jeffrey Haag [<mailto:jhaag@admin.nv.gov>]
Sent: Friday, June 02, 2017 10:58 AM
To: Lennon,Mark <Mark.Lennon@gartner.com>
Subject: RE: Clark County Master Services Agreement

Thanks Mark, would you mind having Mr. Lane send me an email attesting to this?

Jeff

Jeffrey Haag | Administrator

Purchasing Division
515 E Musser St, 3rd Floor
Carson City NV 89701
775-684-0184
<image001.png>

From: Lennon, Mark [<mailto:Mark.Lennon@gartner.com>]

Sent: Friday, June 02, 2017 9:55 AM

To: Jeffrey Haag

Subject: Clark County Master Services Agreement

Hi Jeff,

Just wanted to let you know that I spoke with the Clark County CIO (Mike Lane) yesterday and he approved a one-year extension on our MSA with the County, so it should be a matter of days before the fully executed extension comes out. It does not require County Board approval, so the renewal happens quickly.

Hope that further puts your budget folks' minds at ease.

Mark

Mark Lennon | Managing Partner | Gartner Consulting

7676 Hazard Center Drive, Suite 810. San Diego, CA 92108 | mobile: 916.832.1494 | email:
mark.lennon@gartner.com | www.gartner.com

This e-mail message, including any attachments, is for the sole use of the person to whom it has been sent, and may contain information that is confidential or legally protected. If you are not the intended recipient or have received this message in error, you are not authorized to copy, distribute, or otherwise use this message or its attachments. Please notify the sender immediately by return e-mail and permanently delete this message and any attachments. Gartner makes no warranty that this e-mail is error or virus free.

Brian Sandoval
Governor



Patrick Cates
Director

Jeffrey Haag
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

Date: May 31, 2017

MEMORANDUM

To: Andre Urruty | Budget Analyst

From: Jeffrey Haag, Administrator
Nevada Department of Administration - Nevada Purchasing Division
515 E. Musser Street #300
Carson City, NV 89701

CC: Patrick Cates, Director, Nevada Department of Administration

Subject: Retroactive Start Date | Gartner Consulting Services

This memo on behalf of the ERP Executive Committee requests retroactive approval of the contract with Gartner Consulting Services for the States ERP project.

The ERP Executive Committee comprised of Director Patrick Cates, Director Jim Wells and Controller Ron Knecht approved moving forward with Gartner to evaluate the current state of our project and support the state in releasing an ERP RFP. As a result of this new direction and the tight timeframes we have for this project Gartner held a kick of visioning session on May 17, 2017.

Due to the time frames discussed we are requesting retroactive start date of May 17, 2017. If this request is not approved the State's risk's losing Gartner, funding and the overall time line of this project.

Your consideration of this matter is greatly appreciated.

Thank you

Jeffrey Haag
Administrator

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: June 22, 2017

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

From: Andre Urruty, Executive Branch Budget Officer

A handwritten signature in black ink, appearing to be "A" followed by a long horizontal stroke.

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting. An analysis of the action item and recommendation is also provided.

DEPARTMENT OF ADMINISTRATION – DIRECTOR'S OFFICE/PURCHASING DIVISION

Agenda Item Write-up:

Pursuant to NRS 332.195, the Purchasing Division requests to utilize a State of Texas Department of Information Resources Master Services Agreement (#DIR-TSO-3338) to contract with Periscope Holdings, Inc. on a work order for the statewide procurement and purchasing business process (eProcurement) project not to exceed \$1,750,000.

Additional Information: None

Statutory Authority:

NRS 332.195

REVIEWED: _____

ACTION ITEM: _____

A handwritten signature in blue ink, appearing to be "A" followed by a long horizontal stroke.

BOE
6/22/17

For Board Use Only
Date: 6/22/17

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 18842

Agency Name: ADMIN - PURCHASING DIVISION	Legal Entity Name: PERISCOPE HOLDINGS INC
Agency Code: 083	Contractor Name: PERISCOPE HOLDINGS INC
Appropriation Unit: 1358-26	Address: 211 E 7TH ST STE 1100
Is budget authority available?: Yes	City/State/Zip: AUSTIN, TX 78731
If "No" please explain: Not Applicable	Contact/Phone: MARK DIDLAKE 512/472-9062
	Vendor No.: T81097079
	NV Business ID: NV20171351907

To what State Fiscal Year(s) will the contract be charged? 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 % Internal Service Funds

2. Contract start date:

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

Anticipated BOE meeting date 07/2017

Retroactive? No

If "Yes", please explain

Not Applicable

3. Termination Date: 04/11/2018

Contract term: 284 days

4. Type of contract: Contract

Contract description: eProcurement

5. Purpose of contract:

This is a new contract to provide a single solution for enhanced functionality and technology to support the State of Nevada's procurement and purchasing business processes. The Statewide solution (eProcurement) is designed to improve customer service, improve cycle times, reduce "off-contract" spending, administer and manage contracts and gather statewide information. Per NRS 332.195, the division is utilizing a vendor whose services have been competitively bid by another governing body outside the State.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$1,750,000.00

Other basis for payment: Contractor will provide the services specified in paragraph five (5) of the contract at a cost of \$300,000 Software as a Service (SaaS) fee upon contract approval; with a \$300,000 SaaS renewal fee July 1, 2018; \$300,000 July 1, 2019; System Training and Implementation Services \$545,590, Travel Expenses \$34,410; Procurement Spend and Contract Strategy Consulting Services \$170,000; and Change Orders Not to Exceed \$100,000. Payments will be made in installments as specified in paragraph seven (7) of the contract and only upon approval of submitted invoice. Contract total not to exceed \$1,750,000 for the term of the contract, which includes two one-year extensions beyond April 11, 2018.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State of Nevada requires a statewide single solution for enhanced functionality and technology to support and automate many of the State's procurement and purchasing business processes. This technology will improve customer services, improve cycle times, reduce "off contract" spending, administer and manage contracts and gather statewide information on purchases made.

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 software capabilities to provide a statewide procurement solution.

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

a. List the names of vendors that were solicited to submit proposals (include at least three):
 Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

NRS 332.195 Authorizes the State of Nevada to join or use a contract that has been competitively bid by another governing body outside of the State.

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	mstewa10	05/30/2017 15:08:36 PM
Division Approval	mstewa10	05/30/2017 15:08:39 PM
Department Approval	mstewa10	05/30/2017 15:08:43 PM
Contract Manager Approval	ldeloach	05/30/2017 15:11:03 PM
DoIT Approval	rkeith	06/01/2017 08:19:01 AM
Budget Analyst Approval	lfree1	06/21/2017 09:55:58 AM
BOE Agenda Approval	Pending	
BOE Final Approval	Pending	

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
A Contract Between the State of Nevada
Acting By and Through Its

Agency Name:	Department of Administration – Purchasing Division
Address:	515 E. Musser Street, Suite 300
City, State, Zip Code:	Carson City, NV 89701
Contact:	Linda DeLoach
Phone:	775-684-5862
Email:	ldeloach@admin.nv.gov

Contractor Name:	Periscope Holdings, Inc.
Address:	816 Congress Avenue, Suite 1400
City, State, Zip Code:	Austin, TX 78701
Contact:	Mark Didlake
Phone:	512-717-0682
Email:	mdidlake@periscopeholdings.com

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, NRS 332.195 authorizes the State of Nevada to join or use a contract that has been competitively bid by another governing body outside of the State; and Periscope Holdings, Inc authorizes the State of Nevada to join on to the cooperative contract available through the State of Texas Department of Information Resources; and

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

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

July 5, 2017). The contract will be for an initial term of ten (10) months, with two (2) – one (1) year extensions based on vendor/application performance. Pricing for extension years will be negotiated in good faith by all parties within 90 days of proposed extension.

Effective from:	<i>July 5, 2017</i>	Through:	<i>April 11, 2018</i>
-----------------	---------------------	----------	-----------------------

4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address (es) such party has specified in writing.

5. **SCOPE OF WORK.** The scope of work for this Contract is detailed in the following sections:

5.1 PURPOSE

5.1.1 The purpose of this project is to provide a single solution for enhanced functionality and technology to support the State of Nevada’s procurement and purchasing business processes. Procurement is a strategic function that consists of the competitive actions required for the creation and administration of contracts. Purchasing, a more administrative function, is the actual buying of a good and/or service from established contracts, or the execution of independent small dollar purchases. Purchasing incorporates the requisition, purchase order, and receiving aspects of the process.

5.1.2 Currently, statewide procurement and purchasing business processes are primarily manual and paper-driven. A statewide solution is needed to improve customer service, improve cycle times, reduce “off contract” spending, administer and manage contracts and gather statewide information on purchases made. Without a single statewide purchasing system, the State does not know the true specifics regarding vendors, products, and/or compliance of the State’s procurements. Therefore, the State is putting in place a new Statewide Procurement/Purchasing System (eProcurement) that shall accommodate the needs of State agencies and suppliers who do business with Nevada. The new eProcurement System (System) shall be web-enabled, hosted, secure and user-friendly.

5.2 GOALS AND OBJECTIVES

Goals and objectives for the eProcurement system include the following.

5.2.1 Create and replace various purchasing systems currently used by State agencies, with an enterprise-wide eProcurement System.

5.2.2 Capture Spend Data – per phased implementation. The end goal is to maximize the capture of spend data from all transactions occurring against the contracts and/or under purchase orders issued within the System.

5.2.3 Provide for Scalability - have the ability to capitalize on changing organizational and market environments by changing, scaling and expanding the use of Good of the State (GOS) contracts.

5.2.4 Maximize Value - more fully realize all the values of an enterprise eProcurement System while minimizing the expense and administrative burden on the State.

5.2.5 Provide the ability to run reverse auctions.

5.2.6 Per phased implementation, the end goal is to provide full functionality to all State agencies and limited functionality at no additional cost for political subdivisions to include vendor management, sourcing, catalogue and business intelligence.

- 5.2.7 Provide the ability for document workflow and electronic time stamp for approval of routing for electronic signature(s) outside the System.

5.3 SCOPE OF SERVICES – PHASE I

The scope of the contract shall be limited to the services associated with the provision of a statewide eProcurement System and implementation services to implement the first phase of functionality listed in *Section 5.4, System Functionality – Phase I*, including all initial assessments and analyses, implementation planning, implementation services, training, hosting services as applicable, ongoing maintenance and support. Purchase of additional modules or functionality or, if applicable, modifications can be added if agreed upon by all Parties and included herein. The following service milestones and detailed elements of service are included in the implementation of Phase I functionality. Contractor shall seek State sign-off on each service milestone before commencing work on the next milestone. State shall provide sign-off according to the *Section 5.7.12, Approval/Acceptance of Milestones*.

5.3.1 Implementation Planning and Project Management

5.3.1.1 Implementation Planning

- A. Upon project initiation, Contractor shall provide an Implementation Plan for the project with anticipated project milestones and timelines.
- B. Contractor shall conduct planning sessions with State project management to confirm the Project Work Plan. The combined resources of Contractor and the State shall also develop the Project Charter which shall contain the following:
 - 1. Objectives and Scope of project;
 - 2. Project organization structure with the State (identify members for Executive Steering Committee, Project Management, State Core Team, and other State Subject Matter Experts) and their relationship to the Contractor's team;
 - 3. Project RAIC (Responsible, Accountable, Consulted and Informed) chart;
 - 4. Documented decision making process for the Project and confirm the authority of key decision makers in the State including deliverable and milestone sign-off responsibilities and processes;
 - 5. Documented Scope Control and Change Order process;
 - 6. Template and method for weekly and other regular status reporting including:
 - a) Project Documentation
 - b) Meeting Procedures
 - c) Issue Management Process and Resolution Plan
- C. The Implementation Plan shall also address the State's requirement for System availability during migration.

5.3.1.2 Project Management

- A. Contractor shall provide at a minimum a professionally experienced Project Manager that shall function as the primary contact and project lead for the Contractor.
- B. Project Manager shall be available to attend any State requested meetings arising from the System Implementation Project.
- C. Project Manager shall also facilitate weekly project status reports during implementation. The status reports shall include, but not be limited to the following:
 - 1. Overall completion status of the project in terms of the State approved implementation plan and milestone status;
 - 2. Accomplishments during the period, including staff interviewed, and conclusions and/or decisions determined;
 - 3. Problems encountered and proposed/actual resolutions;
 - 4. What is to be accomplished during the next reporting period;
 - 5. Issues that need to be addressed;
 - 6. Updated Project Plan Timeline and Gantt Chart showing percentage completed, tasks assigned, completed and remaining;
 - 7. Identification of schedule slippage and strategy for resolution;
 - 8. Contractor staff assigned and their location/schedule; and
 - 9. State resources required for activities during the next time period.

5.3.1.3 Exploration and Design

A. Process Inventory

Contractor's project team shall conduct a review of the current State business processes, controls, and workflows associated with the in-scope procurement/purchasing operations. The activity shall include various data collection processes including face-to-face interviews, group working sessions, and documentation reviews. The Process Inventory provides content (e.g., gaps, potential process improvements, etc.) that forms a basis for the Application Exploration task outlined below. Using data gathered from assessments of the State's procurement/purchasing systems, Contractor shall document and use this information to facilitate State's preparation for transition onto the new eProcurement System.

B. Procurement Spend and Contract Strategy Review – Preparation and Data Collection

Contractor shall obtain the relevant documents and data for review and identify the appropriate procurement staff to be involved in the engagement. Contractor shall review State Statutes and Regulations, Policies and Procedures to gain an understanding of the State's legal framework.

Contractor shall work with State to collect A/P data, Pcard data, vendor master files, and Contractor provided templates for import into the mySpend.net tool. Contractor and State shall gather State supplier contract spend reports to allow for the analysis of the spend data on State contracts by local governments.

Contractor shall conduct on-site meeting (three [3] days duration) between the State and the Contractor Team to further discuss the scope of the project to facilitate a full understanding of key goals and to specifically increase understanding of the standard practices, specific products and services covered, and the various contract term expirations.

C. Core Team Training

Contractor shall lead State's core implementation team members in an in-depth orientation of the product to familiarize the core project team with in-scope functionality of BuySpeed (System). This orientation is designed to provide core team members with an understanding of and hands-on experience with baseline BuySpeed functionality and configuration options and common uses of the System for the in scope features defined in *Section 5.4, System Functionality – Phase I*. The objective of this orientation is to provide a level of comfort with the System that shall allow core team members to make collective decisions on the use of the application, identify process improvements which can be realized as part of system implementation, make configuration/usage decisions, and formulate solutions to identified functionality gaps. The State shall ensure participation on the part of the implementation core team consisting of process owners and other subject matter experts who are expected to make decisions during project implementation and key stakeholders and who shall be affected directly by implementation of BuySpeed.

D. Procurement Spend and Contract Review - Analysis

Contractor shall assess and evaluate all contracts and spend data collected, develop initial recommendations and approach to meet the desired outcomes of the State. Contractor shall consider and incorporate applicable best practices that may help the State in achieving daily procurement strategies and practices. At this point, these best practices are incorporated into the NIGP's recommendations for the sourcing strategy and contract execution plan.

Contractor shall conduct a one (1) day meeting to outline the proposed recommendations and strategy. Following the meeting, a Draft Report shall be prepared and delivered to the State. The State shall provide comments to be provided back to the Contractor within 14 business days so that Contractor can incorporate and edit recommendations for final document delivery.

E. Procurement Spend and Contract Review - Report

Contractor shall deliver a report outlining State Contract sourcing recommendations, with potential cost savings (if available). These recommendations shall include potential reduction of contractors based on the analysis of spend data from the State and local governments, a contract plan and/or identification of areas of focus for prioritization of future spend categories/contracts taking into consideration the State agencies, and other recommendations such as available sources or sourcing strategies in the

marketplace. The report shall also contain recommended “quick win” procurement opportunities that can be executed in BuySpeed upon go-live.

F. Application Exploration

Contractor shall utilize the information gathered during Process Inventory in *Section 5.3.1.3 A* to further familiarize the State team with the BuySpeed System and facilitate the State in making configuration and functional use decisions, identifying areas where business process changes shall need to be made to improve processes or adapt to system functionality, and identifying System capabilities that shall allow the State to address goals and objectives in *Section 5.2, Goals and Objectives*. This shall be done through a combination of the following:

1. Facilitated Configuration Decision Meetings;
2. State “road testing” of configurations between meetings;
3. Facilitated meetings to map key data elements from existing processes to BuySpeed; and
4. Workshops for key administrative users around specific functionalities like approval paths and forms builder.

As part of this process, Contractor shall support the State with developing test scenarios that shall be used by State staff during User Configuration Testing to conduct final testing.

Contractor shall produce, as a result of Application Exploration, a Functional Use Design Document. The Functional Use Design Document shall provide a description of business decisions made by the State determining how BuySpeed shall be used to support key business processes outlined by the Process Inventory. This document shall include the high-level to-be business process flows and functional use of BuySpeed, documentation of BuySpeed configuration decisions and identification of policy/procedural/management decisions that need to be enacted by the State. The document shall be organized by BuySpeed functionality. This document also includes the scenarios to be used by the State in User Configuration Testing.

G. Re-Planning

Contractor, in conjunction with the State implementation team, shall review the implementation plan at the conclusion of Application Exploration and confirm or reset remaining implementation tasks as needed to accommodate discoveries and decisions made.

No modifications to the System are included in this Scope of Work. However, if some are contemplated by the State during re-planning, Contractor shall prepare Change Orders for State consideration. Refer to *Section 5.7.5, Change Order Process* for the detailed change order process. Such modifications shall not however negatively impact, limit or significantly diminish the System’s functional integrity. Modifications shall not prevent smooth upgrades into subsequent release levels of the base software. The System shall not be custom designed.

Modification is defined as the request to develop or configure the system to meet the needs of the customer base. A request for modification is

considered for practicality and usability across the customer base. All modifications are integrated into the baseline software.

Customization is defined as the request to develop or configure the system to meet the needs of the State only.

5.3.1.4 System Configuration and User Configuration Testing

A. Business Intelligence (BI) Consulting and Configuration

Contractor shall provide its standard suite of Business Intelligence reports applicable to the functionality outlined in *Section 5.4, System Functionality – Phase I*. In addition, Contractor shall provide five (5) work sessions (two [2] hours each) and 30 hours of assistance for up to five (5) State staff who shall be responsible for creating ad hoc reports, configuring dashboards and supporting other staff authorized by State to run and create reports.

Additionally, Contractor shall develop, in collaboration with the State and based on available system data, the following custom reports:

1. Board of Examiner's (BOE) Summary Agenda;
2. Gender Equality – Self Assessment;
3. Local Preference; and
4. Spend by Zip Code.

B. Test Data Migration

Contractor shall provide guidance and templates to agency leads for collecting necessary data for entry and upload into BuySpeed. Contractor shall provide the State with a template and instructions for completing the template so it can be successfully loaded into BuySpeed test by Contractor. The State shall provide data for migration in accordance with those parameters and addressing any data discrepancies. The State contracts shall be imported into BuySpeed:

C. User Configuration Testing

The Contractor shall provide technical and functional support to the State as it configures BuySpeed in accordance with the decisions made during Application Exploration described in *5.3.1.3 'F', Application Exploration*.

Contractor shall provide technical and functional support to the State team as they execute configuration validation using the test scenarios developed during Exploration and Design. During this testing the State and Contractor shall validate the following:

1. The configurations have been set correctly and are working according to the Functional Design;
2. The data provided and uploaded into BuySpeed is correct; and
3. Agency leads are successfully able to execute test scenarios, indicating a good understanding of the process-flows, product functionality and a readiness for go-live at individual agencies

Once testing is completed Contractor shall provide the State with their recommendation as to go-live readiness. The State shall make a “go/no-go decision” related to rollout and go-live. A “go” decision means that all required elements have passed Configuration Testing and the State is ready to move forward. In the case of a “no-go” decision the State shall document specific elements that must be addressed to move forward. If these elements relate to system functionality or configurations, remediation of noted defects shall be performed and retesting shall occur. If the elements relate to business processes or other issues outside of the BuySpeed system, the State shall develop an action plan.

5.3.1.5 Go-Live Activities

A. Go-Live Readiness Planning

Contractor shall work with the State Project Manager to develop and finalize a go-live plan. The plan shall identify all remaining activities (at a detailed level) to go-live, including start/end dates, assigned resources, dependencies, and expected allocation of effort. This plan shall include the following elements:

1. Technical/Environmental Readiness Activities;
2. BuySpeed Configuration Activities;
3. Production Data Migration Activities;
4. Cut-Over Plan;
5. Training Activities; and
6. Quick Win Procurement Preparation Tasks.

B. Training and User Manuals

Contractor shall train State Purchasing staff in a “Train the Trainer” model so that the State may assume increasingly more responsibility for the training of System users following System implementation. Contractor shall provide the following Training and Materials:

User Group	Content of Training	Contractor Provided Materials/Resources	Duration/Participants
System Administrators	Onsite: System Navigation, Configuration, Maintenance and Administration	Training Slide Deck	Two (2) Days
		Online Help Functionality in BuySpeed	Three (3) System Administrator Individuals
Vendor Administrators	Onsite: Vendor Registration, Vendor Management and Related System Configurations	Training Slide Deck	One (1) day
		Online Help Functionality in BuySpeed	Three (3) to Five (5) State Vendor Administrator Individuals
State Purchasing Division Users	Onsite: Train-the-Trainer covering the following topics: Solicitation Setup and Management Master Blanket Purchase Order Creation and Management	Training Slide Deck	Four (4) Days 12-15 Purchasers
		Online Help Functionality in BuySpeed	
		Standard User Manual	

User Group	Content of Training	Contractor Provided Materials/Resources	Duration/Participants
	Requisitioning for the purpose of requesting a Solicitation and Releasing Off Contract		

Contractor shall provide Quick Reference Guides for the State to provide to Vendors to aid them in the registration, account management, and bid (solicitation) response process.

C. Go-Live and Post-Go-Live Support

Contractor shall provide project management, technical and functional support for 30 days immediately following go-live with the system and prior to final project acceptance milestone. In addition, Contractor will provide an additional 30 days of project team post go-live support prior to transition to Contractor on-going support team. This support shall include a mechanism for the State team to report issues to Contractor. The Contractor shall conduct a weekly review of reported issues and resolution status with the State. The State can execute a change order for additional project rollout support or training, as needed, at the rates provided in **Section 5.7.5.4**.

D. Transition to Ongoing Support

At the conclusion of the Post-Go-Live Support period, Contractor shall provide the State with a final status report and shall conduct a transition call between the State and the Contractor's Account Management and Support teams who shall provide Ongoing Support according to the **Attachment C, Service Level Agreement (SLA)** and **Section 5.3.1.7, Ongoing Support**.

5.3.1.6 Implementation

- A. Contractor shall provide for the State's transition onto the eProcurement System in accordance with the Implementation Plan, including at a minimum, the migration of all current contract data.
- B. Implementation may also include any modification as may be required by the State, agreed by Contractor, and consistent with the contract pricing.

5.3.1.7 Ongoing Support

Contractor shall provide Tier 2 support to State support staff following the project post go-live period and for the duration of this Contract according to the SLA, which includes staffed telephone support.

- A. Staff telephone support
- B. 24 / 7/ 365 online System that includes:
 - 1. Ability to contact call center to report functional issues;
 - 2. Ability to report issues using Online Tracking System;
 - 3. Ability to review responses to and update issues in the issue ticket system;

4. Ability to access online functional help tools such as quick reference guides and online video tutorials; and
5. Ability to view all functional issues reported by the State in the tracking system by logging into the Online Tracking System.

5.3.1.8 Maintenance and Support

- A. Contractor shall provide a variety of ongoing support to the State and the System including, at a minimum, maintenance services, product upgrades and repairs, and support as agreed to in the SLA, as well as System exit and transition support.
- B. Contractor shall provide maintenance and support covering all products and services provided under the contract.
- C. Contractor shall provide all System upgrades, hardware and software, repairs and required performance modifications. Contractor shall notify the State and all applicable State users a minimum of thirty (30) days in advance of such upgrades and manage their implementation through completion.

5.4 SYSTEM FUNCTIONALITY – PHASE I

5.4.1 Reports and Report Creation

System shall generate a variety of standard reports and have the capacity to allow the State's System Administrators and, to a lesser extent the State's users, to develop new and ad hoc reports. System shall include on-line query capabilities. In addition, Contractor shall provide custom reports identified in *Section 5.3.1.4 A, Business Intelligence (BI) Consulting and Configuration*.

5.4.2 Security

System shall meet or exceed all State and Federal requirements for protecting the State's data, including both static (saved/stored) and dynamic (transmitted) data.

5.4.3 Vendor Self Service Portal

The System shall:

- 5.4.3.1 Allow for online vendor registration, including editing and updating;
- 5.4.3.2 Allow for vendor self-certification and notification; and
- 5.4.3.3 Include management of vendor profiles and commodity codes. Commodity code selection and vendor profiles shall be accessible by vendors via a secure online connection.

5.4.4 Solicitation Management

5.4.4.1 The System shall allow for online solicitation generation and publication. Solicitation generation shall include, but not be limited to the ability to:

- A. Create and amend a solicitation;
- B. Allow for a question and answer period;

- C. Search by commodity codes;
- D. Create and amend a solicitation;
- E. Access information from previous solicitations; and
- F. Provide for electronic release to vendors (per commodity code), additional points of contact from agencies and to designated print media for legal notice publication, if applicable.

5.4.4.2 The System shall provide for the generation and retention of documentation for all procurement authorizations and/or denials tied to solicitations and/or contracts in the System. Procurement authorizations include, but are not limited to:

- A. Emergency Procurement determinations;
- B. Sole Source Procurement determinations; and
- C. Off-Contract determinations.

5.4.4.3 The System shall allow vendors to submit their proposals online which shall include, but not be limited to the ability to:

- A. Allow for questions to be submitted by vendors;
- B. Allow for online proposal/bid response creation, edits and submission by vendors;
- C. Allow receipt of online proposals/bids;
- D. Date and time stamp receipt of proposals;
- E. Provide automatic closure of submittal window when deadline is past; and
- F. Hold proposal/bid responses secure and confidential throughout a subsequent evaluation process.

5.4.4.4 The System shall provide for the evaluation and tabulation of proposals, to include, but not be limited to the ability to:

- A. Provide for confidential online evaluation of proposals/bids received in response to a solicitation;
- B. Include an evaluation sub-process and/or solicitation tabulation;
- C. Provide the ability to score presentations/demonstrations; and
- D. Provide the ability for Best and Final Offers (BAFO).

5.4.4.5 The System shall include the ability to award contracts based on proposals/bids received in response to solicitations conducted within the System.

5.4.4.6 The System shall include a notification function that alerts offerors of the completion of the solicitation process and of any resulting contract awards.

5.4.4.7 The System shall allow for the reporting and/or display of the evaluation results and/or solicitation tabulation.

5.4.4.8 The System shall have the ability to retain final evaluation results as documentation associated with the solicitation.

5.4.4.9 The System shall provide for workflow tracking of all solicitation documentation and electronic signature/approvals, as applicable.

5.4.5 Contract Management

The System shall provide the following contract management capabilities, including, but not limited to:

5.4.5.1 Viewable contract data for manual or automated purchases;

5.4.5.2 Vendor and contract information reports;

5.4.5.3 Certification of insurance maintenance with notification ability to the State and vendor regarding expiration of policies as part of the contract record;

5.4.5.4 Contract termination notification;

5.4.5.5 Generation of a summary overview of contracts for the State's Board of Examiners (BOE) approval through a custom report;

5.4.5.6 Provide the ability to rate vendor performance and quality;

5.4.5.7 At a minimum allow authorized users to amend, extend, suspend, and/or terminate contracts;

5.4.5.8 Allow the ability to maintain contract administration documents per contract; i.e., deliverable payment schedules, deliverable review, etc.;

5.4.5.9 Allow the ability to collect usage information, both as submitted by the contractors and/or capture spend data from the System's contracts;

5.4.5.10 Allow the ability to electronically attach documentation to purchase requisitions/purchase orders from Good of the State (GOS) or Master Services Agreement (MSA) contracts;

5.4.5.11 Allow for complete display of all contract contents, and associated documentation, for staff using any associated purchasing module, as well as the general public; and

5.4.5.12 Workflow tracking of all contract documentation and approvals, as applicable.

5.4.6 Contract Ordering and Spend Capture

The System shall allow users to create orders for products and services within contracts, as applicable:

5.4.6.1 The contracting module shall allow users to create an order (e.g., a market basket), and add products and services, with their respective quantities, fees, any shipping and taxes, and view the order details in their total;

5.4.6.2 System shall include an online digital catalogue to include pictures, descriptions, prices, order and fulfilment capabilities, including a punch out, if applicable;

5.4.6.3 The System shall allow users to issue the order within the System; and

5.4.6.4 The System shall document such orders and retain the spend data.

5.4.7 Solicitation Transparency and Audit Trail

System shall allow for the public, non-secured access, viewing of, at a minimum the following:

5.4.7.1 All open solicitations and associated documents;

5.4.7.2 Proposal/bid responses to completed solicitations, including evaluation summaries and;

5.4.7.3 All contracts awarded in response to completed solicitations.

5.4.8 Support and Transition Services

5.4.8.1 Contractor shall provide all System maintenance and support services through the expiration of the contract.

5.4.8.2 Contract shall provide additional support to the State in the event the State transitions onto another system and contractor at the conclusion of the contract.

5.4.8.3 Such support shall, at a minimum, include timely information sharing, data collection and transmission, and follow-up support after transition for a predetermined period of time or event.

5.4.9 Automatic Links to Contractor Sites

5.4.9.1 The System shall provide for an automatic transfer to five (5) specific contractor sites via a contract link ('punch out') to enable easy access to contract catalogue product items, descriptions and pricing. The State shall be able to configure additional punch outs as needed supported by the documentation provided by Contractor.

5.4.9.2 The Purchasing Module shall at a minimum include the following functionalities for supporting statewide solicitation, master blanket contracts and releases (purchases) off of master blanket contracts:

- A. Creation of purchase requisitions for the purpose of requesting statewide solicitations to be conducted by State Purchasing and for the purpose of purchasing off statewide master blanket contracts;
- B. Requisition authorization;
- C. Creation and release of purchase orders against Statewide master blanket contracts;
- D. Allow for automatic fills of fields of new purchase requisitions or purchase orders based on fields in a previous, similar purchase requisition or purchase order;
- E. Allow the ability to electronically attach documentation to purchase requisitions/purchase orders;
- F. Creation of purchase requisitions for the purpose of requesting statewide solicitations to be conducted by the Purchasing Division and for the purpose of purchasing off statewide master blanket contracts;

- G. Workflow tracking of all purchase requisition/purchase order documentation and electronic signature/approvals, as applicable; and
- H. Ability for user to enter Chart of Accounts to be charged for the specific purchase.

5.4.10 Purchase Requisitions

The System shall allow:

- 5.4.10.1 Users to create and revised requisitions;
- 5.4.10.2 Users to revise, through a change process, the purchase order
- 5.4.10.3 Purchase requisitions to be the preliminary creation and transaction of a purchase order; and
- 5.4.10.4 Users to suspend, terminate, or reactivate purchase requisitions.

5.4.11 Purchase Authorization

The System shall allow:

- 5.4.11.1 For subsequent authorization(s) of purchase requisitions prior to creation of a purchase order;
- 5.4.11.2 Authorizing users to view and modify funding data; and
- 5.4.11.3 User authorization providers to suspend and terminate purchase requisitions.

5.5 SYSTEM HOSTING SERVICES

- 5.5.1 Contractor shall provide secure hosting and access to the System. Contractor shall provide implementation of System to transition the State System to hosting site, ongoing operational and production control, and seamless transition of data to State or new provider, as applicable, at end of contract.
- 5.5.2 The services must be provided in a certified Tier 3 data center or higher within the United States.
- 5.5.3 Contractor shall provide hosting of the System, including all incorporated applications, application modifications, as well as the underlying hardware and software infrastructure and infrastructure services.
- 5.5.4 Contractor shall comply with all State and Federal laws, regulations, statutes, policies, standards, and best practices relevant to web-based hosting.
- 5.5.5 The production environment shall be available 24/7.
- 5.5.6 There shall be separate test and training environments.
- 5.5.7 Except for scheduled outages, the test environment should be available 24/7; the training environment shall be available at a minimum during normal business hours.
- 5.5.8 Network Services

Contractor shall provide complete, end-to-end network services to/from Contractor's data center location(s) to the State's users via the Internet. Contractor shall provide network management services to ensure interface connectivity with all appropriate State systems.

5.5.9 Security

- 5.5.9.1 Contractor shall comply with all security and confidentiality requirements. Contractor shall meet or exceed the controlled access protection as defined in the State of Nevada Information Security Consolidated Policy 100, Section 4.7, Software Development and Maintenance and State Standard 131, "Security for System Development".
- 5.5.9.2 Contractor shall have the ability to enforce:
- A. Confidentiality, such that no one apart from authorized parties can read any of the details of the transaction;
 - B. Integrity, such that no one has tampered with the data or transactions;
 - C. Authentication, such that both sending and receiving parties can positively identify each other; and
 - D. Non-Repudiation, such that evidence of the details of a transaction can be provided so neither party can deny it has taken place.
- 5.5.9.3 System shall also have the following security features:
- A. Identification Management
System shall have the ability to use unique user ID's with strong passwords to ensure that electronic impersonation cannot occur.
 - B. Passwords
System shall have the ability to encrypt passwords moving throughout the network.
 - C. Limiting
System shall have the ability to securely limit the menus, screens, and functions (e.g., inquiry or update) available to authorized users.
 - D. Multiple Levels
System shall have the ability to allow for multiple levels of security based on roles.
 - E. User Audits
System shall have the ability to provide auditing of any user's or processor's attempt to access, read, write, or delete transaction data such as bid, purchase order, etc.
 - F. Utilities
System's hosted servers and networking devices shall have currently-supported and hardened operating systems, ensuring the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities.

G. Intrusion Detection and Firewall Systems

System's hosted servers and networking devices shall be protected by aggressive enterprise class intrusion-detection and firewall protection systems.

H. Physical Security

System's hosted servers and networking devices shall be housed in a facility with multiple layers of physical security barriers integrated with badge reader to restrict and track entry.

5.5.10 Operational and Production Control

Contractor shall provide ongoing operational and production control services to include: system monitoring; storage services; system and database administration services; network management; capacity management; technical support; report generation; performance tuning; and other related infrastructure support designed to optimize the System and application environment.

5.5.11 Performance and Availability Monitoring

Contractor shall provide performance and availability monitoring.

5.5.11.1 Performance monitoring is defined as the processes involved in the ongoing examination of the System and application hardware and operating system(s) associated with the production environment.

5.5.11.2 Availability monitoring is defined as the processes involved in ensuring the maximum time that systems are accessible by the State from within its facilities.

5.5.11.3 Contractor shall provide a minimum of 99.9 percent availability for the System and application environment.

5.5.11.4 Contractor shall monitor the availability of the application and System resources, and monitor for performance problems.

5.5.11.5 The production System and application environment must be monitored 24/7.

5.5.12 Capacity Management

Contractor shall provide capacity management, which refers to the planning and control of all system and support components (e.g., CPU, memory, disk space, tape, network bandwidth, electrical, HVAC, etc.) to ensure sufficient infrastructure resources to satisfy the State's System and application requirements. Capacity management represents the ability to handle peak usage by providing adequate system and support resources (e.g. CPU, memory, disk, tape, network bandwidth, electrical and HVAC, etc.) and the ability to increase or decrease capacity as required.

5.5.13 Application Maintenance and Support

Contractor shall provide all application maintenance and support services including at a minimum: analyses, configuration, testing and acceptance testing services.

5.5.14 Technical Support and Help Desk

Contractor shall provide technical support, which is the support provided for the entire System and application environment, including the development, test, training, and production environments

(e.g., operating systems, storage equipment, storage management software, and other in-scope items).

5.5.15 Configuration Changes

Contractor shall provide any hosting environment configuration changes required. Those which affect System and application availability must be conducted during a pre-determined service window and should be coordinated with the authorized State contact.

5.5.16 Change Management

Contractor shall provide change management support, which is defined as the process to communicate, assess, monitor, control and authorize all changes to System and application dependent resources and processes. The contractor shall follow the change management process as identified in *Section 5.7.5, Change Order Process*.

5.5.17 Periodic Backups

System shall at a minimum have differential backups occurring daily with complete full backups occurring weekly.

5.5.18 Patch Releases

After proper risk assessment system's critical patches for operating systems, databases, web services, etc., should be applied within seven (7) days of release by their respective manufacturers, unless a shorter period of time is stipulated by the manufacturer or is necessary for the purpose of maintaining the availability of the System.

5.5.19 Archived Data

System shall provide the ability to automatically archive data as required by the State. As required by the State, Contractor shall download archived data from the hosted system into an output media and provide it to the State. System shall comply with the Archive and Records Retention Schedule of Nevada, as relevant to the data being hosted.

5.5.20 System and Facilities Audits

Contractor shall submit to scheduled and random security audits, including vulnerability assessments, of the hosting infrastructure and/or the application, to be conducted under the auspices of the information security office within the Enterprise Information Technology Services (EITS) Division.

5.5.21 Disaster Recovery Business Continuity (DRBC)

Contractor shall perform, support and ensure the successful recovery of the Contractor's supported systems and applications should a disaster occur. Contractor shall demonstrate this capability at least once a year. If the Contractor supports multiple customers and there is a queue or prioritization of services provided to some customers before others, Contractor shall inform the State of its queue or priority order, and shall provide further notices ongoing should this queue or priority order change.

5.5.22 System Exit and Transition Support to new Hosting Provider

Contractor shall work with the State and others as designated by the State to ensure a seamless and complete transition of data to a new contractor when this contract ends.

5.6 STATE PROVIDED SERVICES

The State shall provide a Project Manager (PM) to act as the Project Lead for the State. The PM shall be the person to whom all Contractor communications shall be addressed and who has the authority to act for the State in all aspects of the project. The PM shall:

- 5.6.1 Allocate project resources as set forth in the table below;
- 5.6.2 Coordinate participation in all meetings and training and make required staff and resources available;
- 5.6.3 Provide materials (such as internet access, projection devices, training computers) and facilities for any meetings held at State Site;
- 5.6.4 Identify and provide access to the appropriate decision-making authority and ensure project, configuration and process decisions are made in a timely manner as not to negatively impact project schedule;
- 5.6.5 Develop test scenarios and test scripts and submit those for review and acceptance by Contractor, as part of Application Exploration;
- 5.6.6 Coordinate and participate in User Configuration Testing (UCT);
- 5.6.7 Plan and implement required business process and policy changes;
- 5.6.8 Be responsible for managing and delivering datasets for migration to BuySpeed in templates/formats prescribed by Contractor;
- 5.6.9 Meet project deadlines once a project plan is agreed upon. If actions (or inactions) on the part of the State result in a project delay, and it becomes necessary for Contractor to reschedule or reallocate resources, the cost of the project might escalate requiring a change order;
- 5.6.10 Provide access to its technical experts in relation to procurement and its information technology and communication infrastructure;
- 5.6.11 Provide resources, as previously requested by the Contractor and agreed to by the State, to assist in product testing and review for System implementation, operations, maintenance, support, and exit; and
- 5.6.12 Level 1 help desk support, which is defined as:
 - 5.6.12.1 The single point of contact for State personnel and clients to initiate a request;
 - 5.6.12.2 Request information; or
 - 5.6.12.3 Notify the State of an outage not detected by the Contractor.
 - 5.6.12.4 The production System and application environment must be monitored 24/7.
- 5.6.13 The Level 1 Support consists of call center personnel responsible for taking the initial request and determining which department can best service the customer.
- 5.6.14 Additional responsibilities include Password Resets, Moves Adds or Changes (MAC), request for software modifications, and communications with State staff.

5.6.15 Project resources as follows:

Functional Area / Team	Role	Description	Approximate Hours / Week
Leadership	Executive Sponsor	Provides overall leadership and oversight of the implementation; also identifies and authorizes the use of State resources, potentially outside of Procurement or sponsoring agency.	8 to 12 hours
	Agency Project Manager	Provides oversight, quality assurance, resource management, task management, and issue management for the State throughout implementation. Ideally, this individual should have project management experience and be outside of the purchasing function, as this individual shall focus on project management, rather than subject matter expertise	40 hours
Core Team	Lead SMEs	The core team should represent both State Purchasing staff and agency procurement/business managers, as appropriate for implementation topics. This team shall be involved heavily in training, Application Exploration/process redesign, and testing activities	20 hours and up to 40 hours during peak times
Transition Planning	Policy and Procedures Leads	Identifies policy changes, updates State procedural manuals	As Needed
Transition Planning	Agency Training Facilitator	Coordinates the training schedule, assigning training participants to sessions and providing adequate training facilities for the on-site courses.	Up to 40 hours during training activities
	Communication Coordinator	Oversees and conducts outreach to target audience on behalf of the State	10 to 20 hours

5.7 PROJECT TERMS AND CONDITIONS

5.7.1 Background Checks

The Contractor shall provide a letter acknowledging completion of a background check on Contractor's letterhead containing the following information for those Contractor personnel working on the project:

- 5.7.1.1 Name and position of the Contractor;
- 5.7.1.2 Date background check was completed;
- 5.7.1.3 Type of background check; and
- 5.7.1.4 A statement indicating that the background check report did not contain any information of a derogatory nature that would prevent hiring.

5.7.2 Insurance Requirements

The Contractor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required

insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.

5.7.3 State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and shall reimburse the State for any loss or damage.

5.7.4 Periodic Project Reviews

5.7.4.1 On a periodic basis, the State reserves the right to review the approved project plan and associated deliverables to assess the direction of the project and determine if changes are required.

5.7.4.2 Changes to the approved project plan and/or associated deliverables may result in a contract amendment.

5.7.4.3 In the event changes do not include cost, scope or significant schedule modifications, mutually agreed to changes may be documented in memo form and signed by all parties to the contract.

5.7.5 Change Order Process

Should requirements be identified during system validation, development and/or implementation that change the required work to complete the project and upon receipt of a change order request by the contractor, a written, detailed proposal shall be submitted as outlined in *Section 5.7.5.1*.

5.7.5.1 Within 15 working days of receipt of a requested change order, the contractor shall submit an amended project plan to include:

- A. The scope of work;
- B. Impacts to the schedule for remaining work for implementing the identified change;
- C. Impacts of not approving the change;
- D. Estimated cost of change;
- E. Alternative analysis of all identified solutions to include, but not limited to:
- F. A system impact report;
- G. Resource requirements for both the State and the contractor;
- H. A work plan;
- I. Estimated hours to complete the work;
- J. The estimated cost of each solution; and
- K. A plan for testing the change.

5.7.5.2 The amended project plan shall be prepared at no cost to the State and shall detail all impacts to the project. The contractor shall present the project plan to the State to final acceptance and approval.

5.7.5.3 The State shall either accept the proposal or withdraw the request within 15 working days after receiving the proposal.

5.7.5.4 Costs for change order deliverables will be calculated based on the following service level description and the appropriate hourly rate:

Service Level Description	Offsite Hourly Rate	Onsite Hourly Rate
Project Management – Senior Project Manager	\$248.19	\$278.19
Project Management – Project Manager	\$230.14	\$260.14
Application Exploration and Business Process Consulting – Senior	\$248.19	\$278.19
Application Exploration and Business Process Consulting – Business	\$230.14	\$260.14
Software Deployment and Modification – Installation Technician	\$212.09	\$242.09
Training – Training Specialist	\$166.96	\$196.96
Software Testing – Quality Assurance Specialist	\$212.09	\$242.09
Software Deployment and Modification – Software Specialist	\$212.09	\$242.09
End User Documentation – Documentation Specialist	\$166.96	\$196.96

5.7.6 Issue Resolution

During the term of the contract, issue resolution shall be a critical component. The following process shall be adhered to for all issues.

5.7.6.1 Presentation of Issues

- A. Issues shall be presented in writing to the designated Project Manager for each party.
- B. A uniform issues processing form shall be developed by the State to record all issues, responses, tracking and dispositions.
- C. A project issues log shall be kept by the State.
- D. Issues raised by either party shall be accepted, rejected and/or responded to in writing within five (5) working days of presentation or by a mutually agreed upon due date.
- E. Failure to accept, reject and/or respond within the specified time frame shall result in deeming the issue presented as accepted and the party presenting the issue may proceed to act as if the issue were actually accepted.

5.7.6.2 Escalation Process

If no resolution is obtainable by the respective Project Managers, the issue shall be escalated to the:

- A. Purchasing Division Administrator or designee; and
- B. Designated representative for the contractor.

5.7.6.3 A meeting between the parties shall take place within five (5) working days or a mutually agreed upon time frame.

- A. Final resolution of issues shall be provided in writing within two (2) working days of the meeting or a mutually agreed upon time frame.
- B. All parties agree to exercise good faith in dispute/issue resolution.

5.7.6.4 Proceed with Duties

The State and the contractor agree that during the time the parties are attempting to resolve any dispute in accordance with the provisions of the contract, all parties to the contract shall diligently perform their duties thereunder.

5.7.6.5 Schedule, Cost and/or Scope Changes

If any issue resolution results in schedule, cost and/or scope changes, a State BOE contract amendment shall be required.

5.7.7 Ownership of Information and Data

5.7.7.1 The State shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, installed, improved or furnished by the contractor under this contract.

5.7.7.2 All files containing any State information are the sole and exclusive property of the State. The contractor agrees not to use information obtained for any purposes not directly related to this contract without prior written permission from the State.

5.7.7.3 Contractor agrees to abide by all federal and State confidentiality requirements including, without limitation, providing at Contractor's expense all notices or other corrective or mitigating measures required by law in the event of a breach of the security of the data for which Contractor is responsible.

5.7.8 Right to Publish

5.7.8.1 All requests for the publication or release of any information pertaining to this contract shall be in writing and sent to the State Project Lead.

5.7.8.2 No announcement concerning the award of a contract can be made without prior written approval of the Purchasing Division Administrator or designee.

5.7.8.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.

5.7.8.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of the Purchasing Division Administrator or designee.

5.7.8.5 Throughout the term of the contract, the contractor shall secure the written approval of the State per *Section 5.7.8.2* prior to the release of any information pertaining to work or activities covered by the contract.

5.7.9 Key Personnel

5.7.9.1 Key personnel are identified as contractor staff responsible for oversight of work during the life of the project, including work products and/or deliverables.

- 5.7.9.2 Key personnel shall be incorporated into the contract. Replacement of key personnel may be accomplished in the following manner:
- A. A representative of the contractor authorized to bind the company shall notify the State in writing of the change in key personnel.
 - B. The State may accept the change of the key personnel by notifying the contractor in writing.
 - C. The signed acceptance shall be considered to be an update to the key personnel and shall not require a contract amendment. A copy of the acceptance shall be kept in the official contract file.
 - D. Replacements to key personnel are bound by all terms and conditions of the contract and any subsequent issue resolutions and other project documentation agreed to by the previous personnel.
 - E. If key personnel are replaced, someone with comparable skill and experience level shall replace them.
 - F. At any time that the contractor provides notice of the permanent removal or resignation of any of the key professional personnel assigned to the project and prior to the permanent assignment of replacement staff to the contract, the contractor shall provide an individual qualified to replace any vacancies in key project personnel.
 - G. Upon request, the proposed individuals shall be made available within five (5) calendar days of such notice for an in-person interview with State staff at no cost to the State.
 - H. The State shall have the right to accept, reject or request additional candidates within five (5) calendar days of receipt of resumes or interviews with the proposed individuals, whichever comes later.
 - I. A written transition plan shall be provided to the State prior to approval of any change in key personnel.
 - J. The State reserves the right to have any contract staff replaced at the sole discretion and as deemed necessary by the State.

5.7.10 Authorization to Work

Contractor is responsible for ensuring that all employees and/or subcontractors are authorized to work in the United States.

5.7.11 Project Kickoff Meeting

A project kickoff meeting shall be held with representatives from the State and the contractor after contract approval and prior to work performed. Items to be covered in the kickoff meeting shall include, but not be limited to:

- 5.7.11.1 Determining format and protocol for project status meetings;
- 5.7.11.2 Determining format for project status reports;
- 5.7.11.3 Setting the schedule for meetings between representatives from the State and the contractor to develop the detailed project plan;

- 5.7.11.4 Defining lines of communication and reporting relationships;
- 5.7.11.5 Reviewing the project mission;
- 5.7.11.6 Pinpointing high-risk or problem areas; and
- 5.7.11.7 Issue resolution process.

5.7.12 Approval/Acceptance of Milestones

Contractor’s Project Manager shall submit Milestone Acceptance and Sign-off to the State PM on or before the specified delivery date contained in the Project schedule. Within Five (5) working days, the State shall respond. If no response is received within the specified timeframe, Contractor shall assume that the work has been approved and proceed with subsequent work. If disapproved, the State shall respond by providing written notice to Contractor describing, in reasonable detail, the ways in which the Milestone fails to conform to the established requirements, and may suggest corrections or improvements which may cause the deliverable to meet such requirements or standards. After taking corrective action, Contractor shall resubmit the Milestone Acceptance to the State for approval within ten (10) days. The State shall give written notice to Contractor of its approval or disapproval of the resubmitted approval request based only on comments provided in the first round of review (new comments/issues identified are not grounds for disapproval). If the State fails to respond to a Milestone acceptance, Contractor shall assume that the Milestone has been accepted and proceed with subsequent work.

6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A:	CONTRACTOR’S MASTER SERVICE AGREEMENT (MSA)
ATTACHMENT B:	EXHIBIT 1 - CONTRACTOR’S BUY-SPEED ORDER FORM
ATTACHMENT C:	EXHIBIT 1A - CONTRACTOR’S SERVICE LEVEL AGREEMENT (SLA)

7. **CONSIDERATION.** The parties agree that Contractor shall provide the services specified in *Section 5, Scope of Work* at a cost as noted below:

Total Contract Based on Identified Services	
SaaS Phase I – SaaS Fee:	\$300,000.00
SaaS Fee 2 nd Year Renewal – Effective July 1, 2018 and due Net 30 from date of invoice:	\$300,000.00
SaaS Fee 3 rd Year Renewal – Effective July 1, 2019 and due Net 30 from date of invoice:	\$300,000.00
System Training and Implementation Services – paid in installments as referenced in table below	\$545,590.00
Travel Expenses – paid in installments as referenced in table below	\$34,410.00
Procurement Spend and Contract Strategy Consulting Services – paid in installments as referenced in table below	\$170,000.00
Change Orders Not to Exceed	\$100,000.00
Total Contract Not to Exceed:	\$1,750,000.00

Contractor shall issue invoices for services based on monthly progress and acceptance of milestones referenced in the Implementation Service Billing and Milestone Acceptance Schedule below. Invoice terms shall be Net 30 from date of invoice.

Implementation Service Billing and Milestone Acceptance Schedule						
Services Element	July 2017	August 2017	September 2017	October 2017	November 2017	Total
Monthly Progress Billing	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$500,000.00
Exploration and Design		\$50,000.00				\$50,000.00
Configuration and User Configuration Testing			\$50,000.00			\$50,000.00
Go-Live Activities				\$50,000.00		\$50,000.00
Final Acceptance					\$100,000.00	\$100,000.00
Totals	\$100,000.00	\$150,000.00	\$50,000.00	\$50,000.00	\$100,000.00	\$750,000.00

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
9. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, shall subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount shall be deducted from the stale claim payment due to Contractor.
10. **INSPECTION & AUDIT.**
- A. **Books and Records.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

11. CONTRACT TERMINATION.

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided. In the event of a unilateral termination by the State without cause under this subsection, Contractor shall be entitled to be compensated for all deliverables that have been completed, and for hours worked and expenses incurred on deliverables in progress at the time of the notice of termination. Compensation due to Contractor shall not exceed the amount payable for a completed deliverable under this contract, multiplied by the percentage of completion of that deliverable.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:

- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 22, State Ownership of Proprietary Information*.
12. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
13. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive, exemplary, indirect, incidental or consequential damages, or any damages for lost profits or revenues. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's contract liability shall not exceed the total amount paid by the State to Contractor prior to breach by Contractor, which is intended as cumulative cap on contract damages, not per incident. Contractor's tort liability shall not be limited.
14. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
15. **INDEMNIFICATION AND DEFENSE.** Contractor agrees to defend, indemnify, and hold harmless the State and the employees, officers and agents of the State from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor in the performance of this Contract.

Periscope will defend Customer against any claim, suit, demand, or action made or brought against Customer by a third party alleging that the Services, or Customer's use or access thereof in accordance with this Agreement, infringes any intellectual property rights of such third party, and will indemnify and hold harmless Customer from any damages, losses, liabilities, costs, and fees (including reasonable attorney's fees) finally awarded against Customer in connection with or in settlement of any such claim, suit, demand, or action. The foregoing obligations do not apply with respect to portions or components of any Platform or Service (i) not supplied by Periscope, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery, or granting of access, by Periscope, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, a Platform is held by a court of competent jurisdiction to be or is believed by Periscope to be infringing, Periscope may, at its option and expense (a) replace or

modify such Platform to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using such Platform, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for such Platform. This Section states Customer's sole and exclusive remedies for claims of infringement.

16. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
17. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

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

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

- A. **Insurance Coverage.** Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified below. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:
- 1) Final acceptance by the State of the completion of this Contract; or
 - 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

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

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 5) Policy Cancellation: Except for ten (10) days' notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form"

1) Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- a) The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2) Automobile Liability – can be waived if contract does not involved use of motor vehicles.

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

- a) The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3) Worker's Compensation and Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a) Policy shall contain a waiver of subrogation against the State of Nevada.
- b) This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4) Technology E&O/Professional Liability

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a) In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

5) Network Security (Cyber) and Privacy Liability

For Contracts under \$5 Million

Per Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

This errors and omissions insurance shall include coverage for third party claims and losses including with respect to network risks (such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved in the loss of private information (such as computers, paper files and records, or voice recorded tapes), covering collection, use, access, etc. of personally identifiable information., direct liability, as well as contractual liability for violation of privacy policy, civil suits and sublimit for regulatory defense/indemnity for payment of fines and penalties.

- a) The retroactive coverage date shall be no later than the effective date of this contract.
- b) Contractor shall maintain an extended reporting period for not less than two (2) years after termination of this contract.

6) Fidelity Bond or Crime Insurance (contracts involving financial accounts or data) – Section Waived

Bond or Policy Limit	Waived
----------------------	--------

- a) The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- b) The bond or policy shall include coverage for third party fidelity and name the State of Nevada as loss payee.
- c) The bond or policy shall include coverage for extended theft and mysterious disappearance.

- d) The bond or policy shall not contain a condition requiring an arrest and conviction.
- e) Policies shall be endorsed to provide coverage for computer crime/fraud.
- D. Additional Insurance Requirements: The policies shall include, or be endorsed to include , the following provisions:
- 1) On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 - 2) The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- E. Notice of Cancellation: Contractor shall ensure that each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (State of Nevada Representative's Name & Address). Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.
- F. Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A- VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- G. Verification of Coverage: Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to (*Linda DeLoach, State of Nevada Purchasing Division, 515 E. Musser Street, Suite 300, Carson City, NV 89701 or email at ldeloach@admin.nv.gov*). The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE'S RISK MANAGEMENT DIVISION.**
- H. Subcontractors: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- I. Approval: Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- J. Evidence of Insurance.

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

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the

certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 17A, Insurance Coverage*.

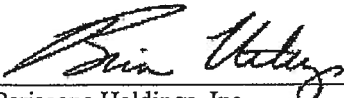
- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 17B, General Requirements*.
 - 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
 - 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
18. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
 19. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
 20. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
 21. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State, which shall not be unreasonably withheld or delayed.
 22. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
 23. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.


24. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
25. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
26. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
27. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
28. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
29. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
30. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
31. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the

exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

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

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


Periscope Holdings, Inc. 6/22/2017
Independent Contractor's Signature Date Independent Contractor's Title


Purchasing Division 6-22-2017
State of Nevada Authorized Signature Date Administrator
Title

State of Nevada Authorized Signature Date Title

State of Nevada Authorized Signature Date Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

On: _____
22 June 17
Date


Deputy Attorney General for Attorney General

ATTACHMENT A
MASTER SAAS AND SERVICES AGREEMENT

This Master SaaS and Services Agreement (this "**Agreement**") is entered into on this 5th day of July, 2017 (the "**Effective Date**") by and between Periscope Intermediate Corp. an affiliated company of Periscope Holdings, Inc., a Delaware corporation ("**Periscope**") with a place of business at 816 Congress Avenue, Suite 1400, Austin, Texas, 78701, an affiliate of Periscope Holdings, Inc., and the Customer on the signature page below ("**Customer**"). Periscope and Customer are sometimes referred to jointly as the "parties" or singularly as a "party."

RECITALS

WHEREAS, Customer desires to obtain access to the Services with respect to certain of its information technology needs; and Periscope wishes to provide the Services to Customer, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SERVICES

1.1 **Purpose**. This Agreement sets forth the terms and conditions under which Periscope agrees to provide (i) certain hosted "software as a service" ("**Subscription Services**") for certain software applications (each such application together with any applicable documentation thereto, and programming and user interfaces therefor, a "**Platform**") to Authorized Users, as further set forth on each order form ("**Order Form**") issued hereunder, in a form substantially similar to the form attached hereto as Exhibit A and (ii) all other implementation services, customization, integration, data import and export, monitoring, technical support, maintenance, training, backup and recovery, and change management ("**Professional Services**") together with Subscription Services, the "**Services**") related to Customer's access to, and use of, such Subscription Services and each Platform, as further set forth, when applicable, on each statement of services ("**Statement of Work**") issued hereunder, in a form substantially similar to the form attached hereto as Exhibit B (Order Forms and Statements of Professional Services are sometimes referred to jointly as a "**Statement of Services**").

1.2 **The Services; Access and Use License**. Subject to the terms and conditions of this Agreement, during the Term, Periscope shall use commercially reasonable efforts to provide (i) Customer and Authorized Users access to each Platform and (ii) the Professional Services. Subject to the terms and conditions of this Agreement, during the Term, Periscope hereby grants Customer and Authorized Users a non-exclusive, non-sublicensable, non-transferable, worldwide license to access and use each Platform, solely for internal business purposes as set forth herein.

1.3 **Subscription Services**. Each applicable Order Form shall specify and further describe the Subscription Services to be provided in accordance with the representations and warranties set forth herein, and shall identify each applicable Platform, user limitations, fees, subscription term, and other applicable terms and conditions.

1.4 **Professional Services**. Each applicable Statement of Work shall specify and further describe the Professional Services to be provided in accordance with the representations and warranties set forth herein, and may, but need not, include the Professional Services offered, limitations, milestones, fees, term, and other applicable terms and conditions.

1.5 **Changes to Platform**. Periscope may, in its sole discretion, make any changes to any Platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Periscope's products or services to its customers, (b) the competitive strength of, or market for, Periscope's products or services, (c) such Platform's cost efficiency or performance, or (ii) to comply with applicable law.

2. PLATFORM ACCESS AND AUTHORIZED USER

2.1 **Administrative Users**. During the configuration and set-up process for each Platform, Customer will identify an administrative user name(s) and password(s) for Customer's Periscope account. Periscope reserves the right to refuse registration of or cancel user names and passwords it deems inappropriate.

2.2 Authorized Users. Customer may allow such number of Customer's employees and/or independent contractors as is indicated on an Order Form to use the applicable Platform on behalf of Customer as "**Authorized Users**." Authorized User subscriptions are for designated Authorized Users and cannot be shared or used by more than one Authorized User, but may be reassigned to new Authorized Users replacing former Authorized Users who no longer require ongoing use of the applicable Platform.

2.3 Authorized User Conditions to Use. As a condition to access and use of a Platform, (i) each Authorized User shall agree to abide by the terms of Periscope's end-user terms of use which it may adopt from time to time, and (ii) Customer Users shall agree to abide by the terms of this Agreement, or a subset hereof, and in each case Customer shall ensure such compliance. Customer shall immediately notify Periscope of any violation of the terms of any of the foregoing by any Authorized User upon becoming aware of such violation, and shall be liable for any breach of the foregoing agreements by any Authorized User.

2.4 Account Responsibility. Customer will be responsible for (i) all uses of any account that Customer has access to, whether or not Customer has authorized the particular use or user, and regardless of Customer's knowledge of such use, and (ii) securing its Periscope account, passwords (including but not limited to administrative and user passwords), and files. Periscope is not responsible for any losses, damages, costs, expenses, or claims that result from stolen or lost passwords.

3. **ADDITIONAL RESTRICTIONS AND RESPONSIBILITIES**

3.1 Software Restrictions. Customer will not, nor permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover or derive the source code, object code, or underlying structure, ideas, know-how, or algorithms relevant to a Platform or any software, documentation, or data related to a Platform ("**Software**"); (ii) modify, translate, or create derivative works based on a Platform or any Software; (iii) use a Platform or any Software for timesharing or service bureau purposes or for providing other computer service to a third party; (iv) modify, remove or, obstruct any proprietary notices or labels; or (v) use any Software or a Platform in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such Software or Platform. For the avoidance of doubt, Software and the Services, including all user-visible aspects of the Services, are the Confidential Information of Periscope, and Customer will comply with Section 4 with respect thereto.

3.2 Customer Compliance. Customer shall use, and will ensure that all Authorized Users use, each Platform, Software, and the Services in full compliance with this Agreement, Periscope's end-user terms of use, and all applicable laws and regulations. (i),. Periscope may suspend Customer's account and access to each Platform and performance of the Services at any time and without notice if Periscope believes that Customer is in violation of this Agreement. Although Periscope has no obligation to monitor Customer's use of a Platform, Periscope may do so and may prohibit any use it believes may be (or may be alleged to be) in violation of the foregoing.

3.3 Cooperation. Customer shall provide all cooperation and assistance as Periscope may reasonably request to enable Periscope to exercise its rights and perform its obligations under and in connection with this Agreement,

3.4 Training and Education. Customer shall use commercially reasonable efforts to cause Customer Users to be, at all times, educated and trained in the proper use and operation of each Platform such Customer Users utilize, and to ensure that each Platform is used in accordance with all applicable manuals, instructions, specifications, and documentation provided by Periscope from time to time.

3.5 Customer Systems. Customer shall be responsible for obtaining and maintaining both the functionality and security of any equipment and ancillary services needed to connect to, access, or otherwise use each Platform, including modems, hardware, servers, software, operating systems, networking, web servers, and the like.

3.6 Restrictions on Export. Customer may not remove or export from the United States or allow the export or re-export of the Software or anything related to a Platform, Software or Services, or any direct product thereof in violation of any restrictions, laws, or regulations of the United States, any individual State, or any foreign agency or authority.

3.7 DFARS. Software, each Platform and the Services and any documentation provided by Periscope are deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to Defense Federal Acquisition Regulation Supplement, codified under Chapter 2 of Title 48, United States Code of Federal Regulations, Section 227.7202, and Federal Acquisition Regulation, codified in Title 48 of the United States Code of Federal Regulations, Section 12.12. Any use, modification, reproduction, release, performance, display, or disclosure of the Software or documentation by the United States Government is governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement.

4. **CONFIDENTIALITY**

4.1 Confidential Information. Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has been, and may be, exposed to or acquired business, technical, or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Confidential Information**”). Confidential Information of Periscope includes non-public information regarding features, functionality, and performance of each Platform and Software.

4.2 Exceptions. Notwithstanding anything to the contrary contained herein, Confidential Information shall not include any information that the Receiving Party can document (i) is or becomes generally available to the public, (ii) was in its possession or known by it prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it without restriction by a third party, or (iv) was independently developed without use of any Confidential Information of the Disclosing Party.

4.3 Non-use and Non-disclosure. With respect to Confidential Information of the Disclosing Party, the Receiving Party agrees to: (i) use the same degree of care to protect the confidentiality, and prevent the unauthorized use or disclosure, of such Confidential Information it uses to protect its own proprietary and confidential information of like nature, which shall not be less than a reasonable degree of care, (ii) hold all such Confidential Information in strict confidence and not use, sell, copy, transfer reproduce, or divulge such Confidential Information to any third party, (iii) not use such Confidential Information for any purposes whatsoever other than the performance of, or as otherwise authorized by, this Agreement.

4.4 Compelled Disclosure. Notwithstanding Section 4.3, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent necessary to comply with a court order or applicable law; provided, however that the Receiving Party delivers reasonable advance notice of such disclosure to the Disclosing Party and uses reasonable efforts to secure confidential treatment of such Confidential Information, in whole or in part.

4.5 Remedies for Breach of Obligation of Confidentiality. The Receiving Party acknowledges that breach of its obligation of confidentiality may cause irreparable harm to the Disclosing Party for which the Disclosing Party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation or threatened violation by the Receiving Party of its obligations under this Section, the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedy that may be available at law or in equity.

5. PROPRIETARY RIGHTS

5.1 Ownership. Customer shall own all right, title, and interest in and to the Customer Data. Periscope shall own and retain all right, title, and interest in and to (i) each Platform, Software, and the Services and all improvements, enhancements, or modifications thereto, (ii) any software, applications, inventions, or other technology developed in connection with the Services, and (iii) all intellectual property and proprietary rights in and related to any of the foregoing (collectively, “**Services IP**”). To the extent Customer acquires any right, title, or interest in any Services IP, Customer hereby assigns all of its right, title, and interest in such Services IP to Periscope.

5.2 Customer Data and Vendor Information License. Customer hereby grants to Periscope a non-exclusive, transferable, sublicensable, worldwide, and royalty-free license to use and otherwise exploit (i) Non confidential Customer Data to provide the Services to Customer hereunder and as necessary or useful to monitor and improve a Platform, Software, and the Services, during the Term, and (ii) Non confidential vendor Information for any lawful purpose. “**Vendor Information**” means any Vendor list or Vendor contact information that is provided to Periscope by Customer or uploaded to any Platform by or on behalf of Customer. For the avoidance of doubt, Periscope may use, reproduce, and disclose Platform-, Software-, and Services-related information, data, and material that is anonymized, de-identified, or otherwise rendered not reasonably associated or linked to Customer or any other identifiable individual person or entity for product improvement and other lawful purposes, all of which information, data, and material will be owned by Periscope

5.3 No Other Rights. No rights or licenses are granted except as expressly set forth herein.

6. FEES & PAYMENT

Customer will pay Periscope the applicable fees described in Order Form, in accordance with the terms set forth therein (“**Fees**”).

Customer shall pay, and shall be liable for, all taxes, if applicable relating to Periscope’s provision of the Services hereunder. Periscope shall pay, and shall be liable for, taxes based on its net income or capital.

All amounts payable to Periscope hereunder shall be paid by Customer to Periscope in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason except as may be allowed by applicable law.

If Periscope has to provide information in response to a subpoena related to Customer’s wrongdoing, then Periscope may charge Customer for Periscope’s costs. Such charges may include fees for attorney and employee time spent retrieving records, preparing documents, and participating in depositions or other legal process as well as other costs incurred in complying with such legal processes.

6.1 Survival. Sections [3.1, 4–6, 7.3, 6.1 and 8] shall survive any termination or expiration of this Agreement. All other rights and obligations shall be of no further force or effect.

7. DELAY. If the Contractor is delayed at any time in the commencement or progress of the

Services by an act or neglect of the Customer or of a separate contractor employed by the Customer; or by changes ordered in the Services; or delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contractor shall continue to collect Fees per Section 6.

8. WARRANTY AND DISCLAIMER

8.1 Warranties. Periscope represents and warrants that it will perform the Professional Services in a professional and workmanlike manner. Each party represents and warrants that it has the legal power to enter into this Agreement. Additionally, Customer warrants that (i) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Customer Data that is placed on, transmitted via, or recorded by a Platform and the Services; (ii) the provision and use of Customer Data as contemplated by this Agreement and each Platform and the Services does not and shall not violate any Customer's privacy policy, terms-of-use, or other agreement to which Customer is a party or any law or regulation to which Customer is subject to; and (iii) no Customer Data will include social security numbers or other government-issued identification numbers, financial account numbers, credit card or debit card numbers, credit report information or other personal financial information, health or medical information or other information that is subject to international, federal, state, or local laws or ordinances now or hereafter enacted regarding data protection or privacy, including, but not limited to, the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, the Fair Credit Reporting Act, the Children's Online Privacy Protection Act and the Gramm-Leach-Bliley Act.

8.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN A STATEMENT OF SERVICE, PERISCOPE DOES NOT WARRANT THAT ACCESS TO THE PLATFORMS, SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES PERISCOPE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. FURTHER, PERISCOPE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SERVICES PROVIDED BY THIRD PARTY TECHNOLOGY SERVICE PROVIDERS RELATING TO OR SUPPORTING A PLATFORM, INCLUDING HOSTING AND MAINTENANCE SERVICES, AND ANY CLAIM OF CUSTOMER ARISING FROM OR RELATING TO SUCH SERVICES SHALL, AS BETWEEN PERISCOPE AND SUCH SERVICE PROVIDER, BE SOLELY AGAINST SUCH SERVICE PROVIDER. THE PLATFORMS, SOFTWARE, AND SERVICES ARE PROVIDED "AS IS," AND PERISCOPE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed in all respects by the laws of the State of Nevada, without giving effect to its rules relating to conflict of laws. Neither any adoption of the Uniform Computer Information Transactions Act nor the U.N. Convention on the International Sale of Goods applies to this Agreement or to the rights or duties of the parties under this Agreement.

10. SECURITY

Periscope may, from time to time, host and/or maintain a Platform using a third party technology service provider and Customer acknowledges that Periscope cannot offer any additional or modified procedures other than those put in place by such technology provider with respect to such technology service. Customer's data shall not be stored or hosted in a location outside the United States.

11. PUBLICITY

Customer agrees that Periscope may identify Customer as a customer and use Customer's logo and trademark in Periscope's promotional materials. Customer may request that Periscope stop doing so by submitting an email to marketing@periscopeholdings.com at any time. Customer acknowledges that it may take Periscope up to 30 days to process such request. Notwithstanding anything herein to the contrary, Customer acknowledges that Periscope may disclose the existence, terms, and conditions of this Agreement to its advisors, actual and potential sources of financing, and third parties for purposes of due diligence.

12. NOTICES

All notices, consents, and other communications between the parties under or regarding this Agreement must be in writing

(which includes email and facsimile) and be addressed to:

If to Periscope:

Periscope Intermediate Corp.
211 East 7th Street, Suite 100
Austin, TX 78701
ATTN: Pat Stutz
Email: pstutz@periscopeholdings.com

If to Customer:

State of Nevada, Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701
ATTN: Linda DeLoach
Email: ldeloach@admin.nv.gov

All notices, consents and other communications between the parties under a Statement of Services will be sent to the recipient's address specified thereon. All communications will be deemed to have been received on the date actually received. Either party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section.

ATTACHMENT B - EXHIBIT 1

BuySpeed Order Form

General Information:

Customer: State of Nevada – Department of Administration – Purchasing Division	
Customer Contact: Linda DeLoach	Billing Contact:
Address: 515 East Musser Street, Suite 300 City, State Zip: Carson City, NV 89701	Address: City, State Zip:
Phone: (775) 684-5862	Phone:
E-Mail: ldeloach@admin.nv.gov	E-Mail:

Services Information:

Subscription Services: Periscope shall provide Customer subscription access to Periscope's BuySpeed hosted eProcurement solution (the "Platform") in accordance with the Contract for Services, Master Agreement and the Service Level Standards attached hereto as Exhibit 1-A.

Services Effective Date: The date the Platform is first made available for Customer access in accordance with this Order Form.

Service Fees:

Platform Source	\$300,000.00 [Payable on Services Effective Date, and due annually on July 1.
Modules/Functionality/Users	
Professional Services	\$715,590.00
Travel	\$34,410.00
Change Orders	\$100,000.00

	Fee Increase Percentage: 0% for Initial Term
	Expected Services Effective Date: On or about July 5, 2017
	Initial Term: Ten (10) months
	Renewal Term: Two (2) – one (1) year extensions. Pricing for extension years will be negotiated in good faith by all parties within 90 days of proposed extension.

This Order Form is made part of, and subject to, that certain Master SaaS and Services Agreement dated July 5, 2017, between Periscope Holdings, Inc., and the Customer listed above (the "Master Agreement"), and includes and incorporates the attached Service Level Standards. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Master Agreement. In the event of a conflict between the Master Agreement and the terms of this Order Form, this Order Form shall control.

ATTACHMENT C - EXHIBIT 1 – A

SERVICE LEVEL AGREEMENT (“SLA”)

This Exhibit sets forth service performance levels and defines procedures pertaining to the Services for Authorized Purchasers and other Users. Additionally, it describes the metrics and performance indicators by which performance levels will be measured and the remedies that will be available, scheduled maintenance, escalation, and notification procedures involving support events. Events include functionality issues, technical availability, security breaches, maintenance requests, and requests for service.

The Platform, once deployed, must meet at a minimum the performance and availability requirements detailed in this SLA.

SECTION 1: ANNUAL REVIEW

Throughout the term of the Agreement, Customer and Periscope will review the performance metrics set forth in this SLA. Either Party may, no more than once per year, request revision of the performance metrics, including, but not limited to: the classification of the performance standards, the service levels, the reporting requirements, and the amount of the Service Credits or other issue. The Party requesting the change shall send the other Party written notice detailing the requested change(s). The Parties shall meet to discuss the requested change(s). No change(s) will be effective until agreed upon in writing by all Parties.

SECTION 2: PLATFORM SEVERITY ISSUES AND RESOLUTION

The service parameters set forth in this SLA are the responsibility of Periscope in the ongoing support of its performance under this Order Form.

2.1 ISSUE SEVERITY LEVELS

The Party(ies) shall agree upon the category of an issue based on the following definitions:

2.1.1 Severity One

A Severity One Issue is a Defect causing inability to access the Platform causing critical or significant impact to Customer's business operations and no workaround is immediately available.

2.1.2 Severity Two

A Severity Two Issue is a Defect that impairs the Platform functionality but where a practical workaround is readily available such that there is no material impact to Customer's business operations and Customer can continue processing transactions.

2.1.3 Severity Three

A Severity Three Issue is a Defect that does not impair the Platform functionality and for which a practical workaround is readily available.

2.1.4 Resolution Categories

Periscope shall categorize the resolution of the issues as follows:

- **Answered** – the issue was a question that was answered.
- **Fixed** – the issue was addressed.
- **Works as Designed** – the issue as described is working as intended and is not a defect.
- **Cannot Reproduce** – the issue reported, despite testing and investigation cannot be reproduced to further determine cause. These issues are ultimately closed but can be reopened if recurrence happens.

- **Enhancement Request** – Customer suggested enhancement for consideration for inclusion in a future build. These tickets are closed from the Support queue and transferred to Product Development, but remain available for Customer's reference.

2.1.5 Notification

Any time the Platform is not available, Periscope will notify the Customer as soon as practical, but not more than one hour, after becoming aware of such unavailability.

2.1.6 Notification Response

Periscope shall respond to all issues based on Severity Level as follows:

- **Severity 1 Response:** Periscope shall begin resolution efforts begin upon awareness of an issue and continue until resolved. Periscope shall respond to the requestor within 15 minutes of being notified of an issue. Periscope shall update the Customer hourly until the issue is resolved.
- **Severity 2 Response:** Periscope shall respond to the requestor with 30 minutes of being notified of an issue. Periscope shall update Customer every two hours until the issue is resolved.
- **Severity 3 Response:** Periscope shall respond to the requestor within 60 minutes of being notified of an issue. Periscope shall update Customer every 24 hours until the issue is resolved.

2.1.7 Resolution

Periscope's issue resolution time will be based on Severity Level as follows:

- **Severity 1** – Periscope shall develop a resolution plan and notify Customer within 4 hours of notification of all Severity 1 issues. Periscope shall begin resolution efforts upon receipt of notification and continue until resolved. If resolution requires a software correction, it is delivered as a Hotfix. The standard resolution time is as quickly as development can produce and test the correction.
- **Severity 2** – Periscope shall resolve all Severity 2 issues within 6 months of notice. These issues will be bundled and released in the next Maintenance Update or quarterly Service Patch.
- **Severity 3** – Periscope shall resolve all Severity 3 issues within 1 year of notice. These issues will be bundled and made available in a future product version.

If resolution requires a software correction, it will be delivered as soon as resolved.

2.1.8 Scheduled Maintenance

Scheduled maintenance is the second and third Friday of each month between the hours of 7 P.M. and 7A.M. CT ("Non-Business Hours") or at any other mutually agreed upon time. All other Scheduled maintenance must be performed during off hours and shall be limited to Non-Business Hours.

Periscope will make every effort to coordinate scheduled maintenance periods at least 10 Business Days in advance of planned maintenance performed on the Platform.

Emergency or unscheduled maintenance may be required for Periscope to perform mission-critical system fixes or issues that are beyond Periscope's Control. Periscope will notify the Customer as soon as practicable if emergency or unscheduled maintenance is required.

2.1.9 Disaster Recovery

Periscope will provide Disaster Recovery services as follows:

- RPO (Recovery Point Objective) of no more than 1 hour of lost data and RTO (Recovery Time Objective) within 24 hours of outage as part of the services provided.
- Periscope must provide disaster recovery and business continuity capabilities in the event of a disaster.

The above disaster recovery and business continuity criteria will be in effect only in the event a disaster is declared at the primary site and the Platform is transitioned from the primary site to the disaster recovery secondary site.

In the event that the Platform is unavailable or performance is impacted without disaster declaration, then the agreed upon Service Credit requirements will be in effect.

SECTION 3: SERVICES

3.1.1 Periscope Support Desk

Periscope shall provide the following Support Desk services to Users:

- Online support portal and ticketing system to report and track issues: Available 24 hours a day, 7 days a week; monitored during the hours of 7 A.M to 7 P.M. CT Monday through Friday ("Business Hours");
- Ability to contact call center to report technical and functional issues during Business Hours;
- An easily accessible frequently asked question list and a technical and functional team available during Business Hours;
- Non-Business Hours response to tickets reported as Severity Level One issues;
- Ability to review responses to and update issues in the Online Support Portal;
- Ability to access online functional help tools such as quick reference guides and online video tutorials; and
- Ability to view all functional issues reported by the Customer in the Online Support Portal.

3.2 SERVICE CREDITS

3.2.1 Credits for Failure to Meet Service Level Requirements

In the event that Periscope fails to meet any one or more of the Service Level Requirements (as defined herein) for a period of one hour or more, Periscope will credit Customer 5% of the monthly subscription fee as each 1-hour increment of downtime is reached. Credit is only calculable in full hours. For example, 57 minutes of downtime is not creditable; 1-hour of downtime will result in a 5% credit; and 3 hours and 22 minutes of downtime will result in a 15% credit (3 hours x 5%).

Periscope shall monitor and provide monthly reports on performance on or before the 10th day of the following month.

Transaction Response Measurement Methodology: Periscope shall use the Application Performance Index (APDEX) to measure transaction response time based against a set threshold (T). It measures the ratio of satisfactory response times to unsatisfactory response times of system requests.

APDEX tracks three response counts: Satisfied - The response time is less than or equal to T; Tolerating -The response time is greater than T and less than or equal to 4T; Frustrated -The response time is greater than 4T.

The APDEX score is calculated based on the formula: $APDEX = (Satisfied\ requests + (Tolerating\ requests/2))/Total\ number\ of\ requests$.

SECTION 4: TRANSITION SERVICES UPON TERMINATION/EXPIRATION

Upon termination or expiration of this Service Level Agreement, Periscope will provide cooperation and reasonable assistance to ensure that all Customer data is securely transferred to the State, or a third party designated by the State, within 30 calendar days. Customer data will be transferred as follows:

Format: SQL Service Database Backup, Archive File

Media/Vehicle: Secure FTP Site of Choice

SECTION 5: SERVICE LEVEL REPORTING AND SERVICE CREDITS INITIATION

Upon final acceptance of all Deliverables, Periscope shall begin reporting on its performance as detailed below, and Customer shall be entitled to the Service Credits in the event Periscope fails to perform as set forth herein.

Report	Description	Obligation	Measurement	Report Requirement and Frequency
Platform Available	A performance metric indicating that the Platform is Available.	Platform will be available 99.9% of the time (excluding scheduled maintenance).	Periscope will measure Platform Availability by averaging availability on a monthly basis. Monitors will provide a ping of a page of the Platform and will evaluate if the Platform is unavailable. A ping for the purpose of this monitoring is not the same as a Linux "ping" command, which checks to see if the interface to the system is live. Availability monitoring is a more extensive test; it verifies that the web application is functioning correctly by accessing a webpage in the Platform. Additional pings are provided for BI application module and training server. Pinging is done no less than every 5 minutes.	Monthly report will show percentage of time Platform was Available for the month.
Transaction Response (Production)	Inquiry and update response time at the application server.	Maintain an APDEX score > .93 at the Application Server.	APDEX T-value is set to 1 second. That means requests responding in less than 1 second are satisfying (s), responding between 1 second and 4.0 seconds are tolerating (t), and responding in more than 4.0 seconds are frustrating (f).	Report will show average APDEX score for the time period requested.
Online Support Portal Available	Periscope's customer support function through the Online Portal:	Online Support Portal services are available 99.9% of the month.	Online Support Portal availability will be measured monthly for actual time available to Authorized Purchaser.	Monthly report will show the percentage of time the Online Portal was available.
Disaster Recovery	Return of Customer Platform to Available status after the declaration of a Disaster.	In the event a Disaster is declared, there will be: No more than 1 hour of lost data No more than 24 hours where the Platform is not Available	Actual lost data due to Disaster Actual time for Customer Platform Status to return to Available after a disaster.	If a Disaster has been declared during the month, report will show the RPO and RTO for each disaster instance.



TEXAS DEPARTMENT OF INFORMATION RESOURCES

P.O. Box 13564 ♦ Austin, TX 78711-3564 ♦ www.dir.texas.gov

Tel: (512) 475-4700 ♦ Fax: (512) 475-4759

March 17, 2017

STACEY NAPIER
Executive Director



DIR BOARD OF
DIRECTORS



LINDA I. SHAUNESSY
Presiding Officer

CHARLES BACARISSE

STUART A. BERNSTEIN

BEN GATZKE

RIGOBERTO "RIGO"
VILLARREAL

BRYAN COLLIER
Ex Officio

DAWN HEIKKILA
Ex Officio

MELODY PARRISH
Ex Officio

Linda DeLoach
State of Nevada, Purchasing Division
515 Musser Street, Suite #300
Carson City, Nevada 89701

Sent Via Electronic Transmission

Dear Ms. DeLoach:

Thank you for your interest in using Texas Department of Information Resources (DIR) cooperative contracts. Enclosed is the signed Interlocal Cooperation Contract between DIR and the State of Nevada, Department of Administration, Purchasing Division, Nevada. You are now eligible to use DIR contracts at your convenience.

Please do not hesitate to contact me at (512) 463-3374 or tequila.jackson@dir.texas.gov if you have any questions or concerns.

Thank you,

Tequila Jackson

Tequila Jackson
Contract Specialist
Chief Procurement Office
Texas Department of Information Resources

Acknowledge Receipt:

W

3/17/2017 | 10:10 AM CDT

**INTERLOCAL COOPERATION CONTRACT
for Information Resources Technologies**

THIS INTERLOCAL COOPERATION CONTRACT is entered into by and between State of Nevada, Department of Administration, Purchasing Division, Nevada [DIR Customer], with its principal place of business at 515 E. Musser Street, Suite 300, Carson City, Nevada 89701 and the STATE OF TEXAS, acting by and through the DEPARTMENT OF INFORMATION RESOURCES, 300 West 15th Street, Suite 1300, Austin, Texas 78701 [DIR], pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791 for Texas based Customers and Section 2054.0565, Texas Government Code, for out of state Customers.

I. STATEMENT OF PURPOSE:

The purpose of this Interlocal Cooperation Contract [Contract] is to allow DIR Customer to purchase information resources technologies through DIR Contracts.

II. CONSIDERATION:

- a. Per the Interlocal Cooperation Act, Texas Government Code, § 791.025, or other applicable law, the DIR Customer satisfies the requirement to seek competitive bids for the purchase of goods and/or services.
- b. DIR agrees to allow DIR Customer to procure information resources technologies through existing Vendor contracts and Vendor contracts that DIR may enter into during the term of this interlocal cooperation contract, in accordance with specifications submitted through purchase orders from Customer. All DIR Vendor contracts shall be made available to the DIR Customer via the DIR Internet web site. DIR Customers utilizing the Cooperative Contracts shall issue a Purchase Order directly to the relevant Vendor. DIR Customers utilizing a DIR Contract for which DIR is the fiscal agent, the DIR Customer's Purchase Order shall be issued to DIR.
- c. DIR Customer agrees to notify DIR of any substantial problems in quality or service in relations with a vendor under a DIR vendor contract.

III. PAYMENT FOR GOODS AND SERVICES:

- a. DIR Customer shall comply with Chapter 2251, Texas Government Code, or applicable local law, in making payments to the Vendor. Payment under a DIR Contract shall not foreclose the right to recover wrongful payments.
- b. Payments must be made in accordance with laws and procedures applicable to DIR Customer.
- c. DIR Customer agrees to pay the rates and/or prices set by DIR with its vendors. DIR Customer understands these rates and/or prices include a DIR administrative fee.
- d. All purchases executed under a DIR Contract will require a DIR Customer purchase order.

IV. TERM OF CONTRACT:

This Interlocal Cooperation Contract shall begin when fully executed by both parties and shall continue until terminated.

Either party, upon written notice, may terminate this contract on thirty (30) days advance written notice. Customers shall pay for all goods and services received through the effective date of termination.

V. GOVERNING LAW AND OTHER REPRESENTATIONS:

DIR Customer:

[] Unit of Texas Local Government hereby certifying that is has statutory authority to perform its duties hereunder pursuant to Chapter _____ Code.

[X] Non-Texas State agency or unit of local government of another state hereby certifying that it has statutory authority to enter in to this Interlocal Agreement and perform its duties hereunder pursuant to NRS 332.195 and NRS 333.480.

VI. CERTIFYING FUNCTION:

Department of Information Resources acting as the owner of the DIR Contracts hereby certifies the eligibility of the DIR Customer to use the DIR Contracts.

VII. TERMS AND CONDITIONS FOR OUT OF STATE DIR CUSTOMERS:

SELECTIONS PER THE GOVERNING LAW OF THE OUT OF STATE DIR CUSTOMER:

1. In any issue concerning this Interlocal Contract, or the DIR Contracts, in which DIR is involved shall be governed by the law of the State of Texas, excluding the conflict of law provisions.
2. Exclusive Venue for any litigation whatsoever involving DIR is the state district court of Travis County, Texas.
3. DIR Customer's use of the DIR Contracts shall be governed by the law of the State of Nevada, excluding the conflicts of law provisions.
4. Exclusive Venue for litigation arising between DIR Customer and Vendor from use of the DIR Contracts is the First Judicial District Court, Carson City, Nevada 89701.
5. The following dispute resolution procedures shall be used to resolve disputes arising from use of the DIR Contracts: Disputes shall be resolved through escalation, Vendor meeting in Carson City, Nevada, with the Purchasing Division Administrator prior to the filing of a lawsuit.

VIII. Notification

All notices under this Interlocal Contract shall be sent to a party at the respective address indicated below.

DIR Customer:

Contact Name: Linda DeLoach
Customer Name: State of Nevada, Purchasing Division
Address: 515 E. Musser Street, Suite #300
City, State, Zip Code: Carson City, NV 89701
Phone Number: 775-684-5862
Facsimile: 775-684-0188
Email: ldeloach@admin.nv.gov

This Interlocal Cooperation Contract is executed to be effective as of the date of the last party to sign.

The State of Nevada, acting by and through the Office of the Attorney General's Office, Nevada

Authorized By: Jeffrey D. Menicucci

Name: Jeffrey D. Menicucci

Title: Deputy Attorney General

Date: 3/14/2017 | 4:56 PM CDT

The State of Nevada, acting by and through the Department of Administration, Purchasing Division, Nevada

Authorized By: J Haag

Name: Jeffrey Haag

Title: Administrator, Purchasing Division

Date: 3/16/2017 | 12:56 PM CDT

THE STATE OF TEXAS, acting by and through the DEPARTMENT OF INFORMATION RESOURCES

Authorized By: Hershel Becker

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 3/17/2017 | 9:24 AM CDT

Office of General Counsel: AB

Date: 3/17/2017 | 9:05 AM CDT

Brian Sandoval
Governor



Patrick Cates
Director

Jeffrey Haag
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

Date: June 21, 2017

MEMORANDUM

To: Jim Wells, Director Governors Finance Office

From: Jeffrey Haag, Administrator
Department of Administration - Nevada Purchasing Division

CC: Patrick Cates, Director Department of Administration

Subject: Periscope eProcurement Contract

For your consideration and approval State Purchasing has submitted a contract with Periscope Holdings that will provide an eProcurement system for the State. This new contract is to provide a single solution for enhanced functionality and automation to support the State Of Nevada procurement and contracting process.

This contract was the result of 12 month processes that allowed the State to asses our current needs and engage with potential vendors to understand what technology solutions could best meet the needs of the State. The process resulted in the Periscope contract before you. Periscope is the only eProcurement solution that is exclusive to Government and supports a business model that allows us to extend this technology and the contracts awarded through it to Local Government entities with in the State at no additional cost. Periscope also brings to the table best in class strategic sourcing and business intelligence that will allow us to better procure goods and services for the New Nevada.

Pursuant to NAC 333.175 Purchasing has chosen a cooperative contracting opportunity through The State of Texas Department of Information Resources. Texas DIR is a well-known cooperative contracting entity that specializes in IT Procurement. As required by NAC 333.175 we have confirmed the solicitation conducted by Texas DIR is in line with NRS 333 and the legal requirements of Nevada. Enclosed is the internal checklist used to validate the process. We have also retained all appropriate documentation to support the decision pending future investigation and/or audit.

This technology will automate our current manual process and will help support the consistent review and oversight of the States procurement and contracting process as outlined in Executive Branch Audit report C16-01.

I look forward to answering any additional questions you may have.

Jeff

Jeff Haag
State of Nevada Purchasing

Method 4 - Required Documentation (PIGGYBACK Solicitation) *Your Agency may be able to take advantage of existing contracts awarded by other governmental entities for goods/services which you currently need. This practice is called "piggybacking." Required documents are to be submitted to State Purchasing for review and approval prior to project advancement to be eligible for applicable funding. (If you are NOT purchasing via the "PIGGYBACK" process please skip this section and move to the appropriate section above or below).*

- 1) Was an Independent Cost Estimate Performed (highly recommended)? Yes No
- 2) Request in writing to the contracting agency the right to piggyback of the existing contract. *Was a written request sent to the contracting agency?* Yes No
- 3) Obtain written approval from contracting agency for rights to piggyback of the existing contract. *Was written approval received from contracting agency?* Yes No
- 4) Obtain and review from original contracting agency, the original contract, and review for compliance with State Of Nevada procurement requirements as stated below.
 - a) Was Procurement Competitively Procured? Yes No
 - b) Did the Procurement comply with the provisions of NRS/NAC 333? Yes No
 - c) Have you obtained a copy of the contract and the solicitation document's? Yes No
 - d) Does the solicitation contain an express "assignability" clause that provides for the assignment of the specified deliverables? Yes No
 - e) Were the piggyback quantities (including indefinite quantity) included in the original solicitation; and were they evaluated as part of the contract award decision? Yes No
 - f) If an indefinite quantity contract, did the original solicitation/contract contain minimum and maximum quantity/value, and represent the foreseeable needs? Yes No N/A
 - g) Does State law allow for the procedures used by original contracting agency? Yes No
 - h) Was a cost/price analysis performed by the original contracting agency? Yes No
 - i) Was there a proper evaluation of the bids or proposals? Yes No
 - j) If changes are required to deliverables, are they within scope of the contract. Yes No N/A
- 5) Was a copy of the original contract obtained? Yes No
- 6) Were you able to answer yes or N/A to number 4 above? Yes No
- 7) Have you checked the GSA debarred vendor list to assure the contractor hasn't been declared ineligible from receiving Federal contracts? Yes No

**STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES**

CONTRACT FOR PRODUCTS AND RELATED SERVICES

PERISCOPE HOLDINGS, INC.

1. Introduction

A. Parties

This Contract for Products and Related Services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Periscope Holdings, Inc. (hereinafter "Vendor"), with its principal place of business at 211 East 7th Street, Suite 1100, Austin, Texas 78701.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-225, on February 27, 2015, for Software, including Software as a Service, Products and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-225 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Software License Agreement; Appendix E, Service Agreement; Appendix F, Maintenance and Support Agreement Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-225, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-225, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the

Contract, upon mutual agreement, for up to three (3) optional one-year terms. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Periscope Software products, including Software as a Service (SaaS) as specified in Appendix C, Pricing Index and does not include Cloud Infrastructure Infrastructure as a Service (IaaS), Cloud Platform as a Service (PaaS), Cloud Broker, Cloud Assessment, Custom Application development or Enterprise Resource Planning products. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Periscope software, including SaaS, Annual Maintenance and Support and Technical Support as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract three-quarter of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

Vendor Contract No. _____

If sent to the State:

Dana L. Collins, CTPM, CTCM
Manager, Contract and Vendor Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 936-2233
Facsimile: (512) 475-4759
Email: dana.collins@dir.texas.gov

If sent to the Vendor:

Ms. Pat Stutz
Periscope Holdings, Inc.
211 E. 7th Street
Suite 1100
Austin, Texas 78701
Phone: (512) 666-9383
Facsimile: (512) 472-9504
Email: pstutz@periscopeholdings.com

7. Software License and Service Agreements

A. Software License Agreement

1) Customers acquiring software licenses under the Contract shall hold, use and operate such software subject to compliance with the Software License Agreement set forth in Appendix D of this Contract. No changes to the Software License Agreement terms and conditions may be made unless previously agreed to between Vendor and DIR. Customers may not add, delete or alter any of the language in Appendix D. Order Fulfiller shall make the Software License Agreement terms and conditions available to all Customers at all times.

2) Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the Software License Agreement terms and conditions.

B. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the**

license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.

C. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix E and Maintenance and Support Agreement as set forth in Appendix F of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

D. Conflicting or Additional Terms

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not without prior written agreement from Customer's authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts or any Appendices.

A. Appendix A, Section 5, Intellectual Property is hereby deleted and replaced in its entirety as follows:

This contract does not contemplate, authorize or support acquisition of custom software products or services. If Vendor and Customer seek to contract for such product or service, they must use a separate contract or seek amendment with DIR of this contract. If DIR and Vendor decide to authorize customized software or hardware products; then the intellectual property language will be negotiated and applied.

(Remainder of page left blank intentionally)

This Contract is executed to be effective as of the date of last signature.

PERISCOPE HOLDINGS, INC.

Authorized By: Signature on File

Name: Pat Stutz

Title: VP, Operations

Date: 4/8/2016

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Dale Richardson

Title: COO

Date: 4/11/2016

**Office of
General Counsel:** DB 4/11/2016

Amendment Number 1
to
Contract Number DIR-TSO-3378
between
State of Texas, acting by and through the Department of Information Resources
and
PERISCOPE HOLDINGS, INC.

This Amendment Number 1 to Contract Number DIR-TSO-3378 (“Contract”) is between the Department of Information Resources (“DIR”) and Periscope Holdings, Inc., (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2. Term of Contract**, is hereby restated in its entirety as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through April 11, 2018, or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the original term, DIR and Vendor may extend this Contract, upon mutual agreement, for up to two (2) additional one-year terms.

Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

2. **Contract, Section 6. Notification** is hereby restated in its entirety as follows:

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475 - 1647
Facsimile: (512) 475-4759
Email: Kelly.Parker@dir.texas.gov

If sent to the Vendor:

Ms. Pat Stutz
Periscope Holdings, Inc.
816 Congress Avenue

Suite 1400
Austin, Texas 78701
Phone: (512) 666-9383
Facsimile: (512) 472-9504
Email: pstutz@periscopeholdings.com

3. **Contract, Section 7.D. Conflicting or Additional Terms**, is hereby restated in its entirety as follows:

D. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not without prior written agreement from Customer's authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

4. **Appendix A. Standard Terms and Conditions For Product and Related Services Contracts** dated 09/24/15, is hereby restated in its entirety and replaced with the attached **Appendix A. Standard Terms and Conditions For Product and Related Services Contracts** dated 05/10/2017, except where previous authorized exceptions to Appendix A were allowed and documented as part of the Contract. In such cases, the previously authorized exceptions shall be applied to the portions of the new Appendix A which are comparable to those in the earlier Appendix A for which they were written, and this without regard for the numbering or lettering associated with any of the documents. Applied in such manner, the exceptions shall remain in full force and effect until such time the contract expires or is terminated.

5. **Contract, Section 8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts or any Appendices**, is hereby restated in its entirety as follows:

8. **Authorized Exceptions to Appendix A, Standard Terms and Conditions For Product and Related Services Contracts or any Appendices.**

A. **Appendix A, Section 5, Intellectual Property** is hereby deleted and replaced in its entirety as follows:

This contract does not contemplate, authorize or support acquisition of custom software products or services. If Vendor and Customer seek to contract for such product or service, they must use a separate contract or seek amendment with DIR of this contract. If DIR and Vendor decide to authorize customized software or hardware products; then the intellectual property language will be negotiated and applied.

6. **Appendix C. Pricing Index**, is hereby restated in its entirety and replaced with the attached **Appendix C. Pricing Index**.

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 1 and then the Contract.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereby execute this Amendment Number 1 to be effective as of the date of the last signature, but in all events not later than April 11, 2017.

Periscope Holdings, Inc.

Authorized By: Signature on File

Name: Pat Stutz

Title: VP, Operations

Date: 5/15/2017

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 5/16/2017

Office of General Counsel: D.B., 5/15/2017

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

Table of Contents

1.	Contract Scope	1
2.	No Quantity Guarantees.....	1
3.	Definitions.....	1
4.	General Provisions	2
	A. Entire Agreement.....	2
	B. Modification of Contract Terms and/or Amendments.....	2
	C. Invalid Term or Condition	2
	D. Assignment	3
	E. Survival.....	3
	F. Choice of Law.....	3
	G. Limitation of Authority.....	3
	H. Proof of Financial Stability.....	3
5.	Intellectual Property Matters.....	3
	A. Definitions.....	3
	B. Ownership.....	4
	C. Further Actions.....	5
	D. Waiver of Moral Rights.....	5
	E. Confidentiality.....	5
	F. Injunctive Relief.....	5
	G. Return of Materials Pertaining to Work Product.....	6
	H. Vendor License to Use.....	6
	I. Third-Party Underlying and Derivative Works.....	6
	J. Agreement with Subcontracts.....	6
	K. License to Customer.....	6
	L. Vendor Development Rights.....	7
6.	Product Terms and Conditions	7
	A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only).....	7
	B. Purchase of Commodity Items (Applicable to State Agency Purchases Only).....	7
7.	Contract Fulfillment and Promotion	7
	A. Service, Sales and Support of the Contract.....	8
	B. Use of Order Fulfillers	8

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

- 1) Designation of Order Fulfillers..... 8
- 2) Changes in Order Fulfiller List..... 8
- 3) Order Fulfiller Pricing to Customer..... 8
- C. Product Warranty and Return Policies..... 8
- D. Customer Site Preparation 9
- E. Internet Access to Contract and Pricing Information 9
 - 1) Vendor Webpage 9
 - 2) Accurate and Timely Contract Information..... 9
 - 3) Webpage Compliance Checks 9
 - 4) Webpage Changes..... 9
 - 5) Use of Access Data Prohibited 10
 - 6) Responsibility for Content..... 10
- F. DIR Logo 10
- G. Vendor and Order Fulfiller Logo 10
- H. Trade Show Participation..... 10
- I. Orientation Meeting 10
- J. Performance Review Meetings..... 11
- K. DIR Cost Avoidance..... 11
- 8. Pricing, Purchase Orders, Invoices, and Payments..... 11
 - A. Manufacturer’s Suggested Retail Price (MSRP) or List Price..... 11
 - B. Customer Discount..... 11
 - C. Customer Price..... 11
 - D. Shipping and Handling Fees 11
 - E. Tax-Exempt..... 12
 - F. Travel Expense Reimbursement 12
 - G. Changes to Prices..... 12
 - H. Purchase Orders 12
 - I. Invoices 13
 - J. Payments..... 13
- 9. Contract Administration..... 13
 - A. Contract Managers..... 13
 - 1) State Contract Manager..... 13
 - 2) Vendor Contract Manager..... 13
 - B. Reporting and Administrative Fees 13
 - 1) Reporting Responsibility 13
 - 2) Detailed Monthly Report 14
 - 3) Historically Underutilized Businesses Subcontract Reports..... 14
 - 4) DIR Administrative Fee..... 14
 - 5) Accurate and Timely Submission of Reports 14
 - C. Records and Audit..... 15
 - D. Contract Administration Notification 16
- 10. Vendor Responsibilities 16
 - A. Indemnification..... 16

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

1) INDEPENDENT CONTRACTOR.....	16
2) ACTS OR OMISSIONS	16
3) INFRINGEMENTS	16
4) PROPERTY DAMAGE.....	17
B. Taxes/Worker’s Compensation/UNEMPLOYMENT INSURANCE	17
C. Vendor Certifications.....	18
D. Ability to Conduct Business in Texas.....	19
E. Equal Opportunity Compliance	20
F. Use of Subcontractors	20
G. Responsibility for Actions	20
H. Confidentiality	20
I. Security of Premises, Equipment, Data and Personnel.....	21
J. Background and/or Criminal History Investigation.....	21
K. Limitation of Liability.....	21
L. Overcharges	21
M. Prohibited Conduct	21
N. Required Insurance Coverage	22
O. Use of State Property	22
P. Immigration.....	23
Q. Public Disclosure	23
R. Product and/or Services Substitutions	23
S. Secure Erasure of Hard Disk Products and/or Services.....	23
T. Deceptive Trade Practices; Unfair Business Practices	24
U. Drug Free Workplace Policy	24
V. Accessibility of Public Information	24
W. Vendor Reporting Requirements	24
11. Contract Enforcement	24
A. Enforcement of Contract and Dispute Resolution	24
B. Termination.....	25
1) Termination for Non-Appropriation	25
2) Absolute Right	25
3) Termination for Convenience	25
4) Termination for Cause	26
5) Immediate Termination or Suspension	26
6) Customer Rights Under Termination.....	26
7) Vendor or Order Fulfiller Rights Under Termination.....	27
C. Force Majeure	27
12. Notification	27
A. Notices	27
B. Handling of Written Complaints.....	27
13. Captions	27

The following terms and conditions shall govern the conduct of DIR and Vendor during the term of the Contract.

1. Contract Scope

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Vendor shall provide the products and related services specified in Section 3 of the Contract for purchase by Customers. In addition, DIR and Vendor may agree to provisions that allow Vendor and/or Order Fulfiller to lease the products offered under the Contract. Terms used in this document shall have the meanings set forth below in Section 3.

2. No Quantity Guarantees

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Contract is not exclusive to the Vendor. Customers may obtain products and related services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract.

3. Definitions

A. **Customer** - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

- 1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
- 2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
- 3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
- 4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
- 5) A local workforce development board created under Section 2308.253;
- 6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
- 7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
- 8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
- 9) A nonprofit organization that provides affordable housing.

B. **Compliance Check** – an audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.

- C. **Contract** – the document executed between DIR and Vendor into which this Appendix A is incorporated.
- D. **CPA** – refers to the Texas Comptroller of Public Accounts.
- E. **Day** - shall mean business days, Monday through Friday, except for State and Federal holidays, unless otherwise specified as calendar days. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.
- F. **Order Fulfiller** – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract.
- G. **Purchase Order** - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
- H. **State** – refers to the State of Texas.

4. **General Provisions**

A. **Entire Agreement**

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

B. **Modification of Contract Terms and/or Amendments**

1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.

2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

3) Customers and Vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendors.

C. **Invalid Term or Condition**

1) To the extent any term or condition in the Contract conflicts with the applicable State and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable State and/or United States law or regulation which conflicts with the Contract term or condition.

2) If one or more terms or conditions in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party and, for Vendor, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

E. Survival

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor or Order Fulfiller shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than five years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer's procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee; and any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; and, indemnification, will remain in effect after termination or expiration hereof.

F. Choice of Law

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

G. Limitation of Authority

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

H. Proof of Financial Stability

Either DIR or Customer may require Vendor to provide proof of financial stability prior to or at any time during the contract term.

5. Intellectual Property Matters

A. Definitions

1) "Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii)

trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3) "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4) "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not directly or indirectly providing any goods or services to Customer under this Contract.

5) "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in

the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. hereunder. Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a

court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertain to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

6. Product Terms and Conditions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later than thirty (30) calendar days after request, Vendor shall provide DIR with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 6.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 6.B.

7. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote products and services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for products and services available under the Contract shall be processed through the Contract.

B. Use of Order Fulfillers

DIR agrees to permit Vendor to utilize designated Order Fulfillers to provide service, sales and support resources to Customers. Such participation is subject to the following conditions:

1) Designation of Order Fulfillers

- a) Vendor may designate Order Fulfillers to act as the distributors for products and services available under the Contract. In designating Order Fulfillers, Vendor must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. In addition to the required Subcontracting Plan, Vendor shall provide DIR with the following Order Fulfiler information: Order Fulfiler name, Order Fulfiler business address, Order Fulfiler CPA Identification Number, Order Fulfiler contact person email address and phone number.
- b) DIR reserves the right to require the Vendor to rescind any such Order Fulfiler participation or request that Vendor name additional Order Fulfillers should DIR determine it is in the best interest of the State.
- c) Vendor shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of the Contract. Vendor shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of the Contract.
- d) Vendor shall have the right to qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Vendor's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the different criteria.
- e) Vendor shall not prohibit Order Fulfiler from participating in other procurement opportunities offered through DIR.

2) Changes in Order Fulfiler List

Vendor may add or delete Order Fulfillers throughout the term of the Contract upon written authorization by DIR. Prior to adding or deleting Order Fulfillers, Vendor must make a good faith effort in the revision of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Fulfiler information listed in Section 7.B.1.a above.

3) Order Fulfiler Pricing to Customer

Order Fulfiler pricing to the Customer shall comply with the Customer price as stated within Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee. This pricing shall only be offered by Order Fulfillers to Customers for sales that pass through the Contract.

C. Product Warranty and Return Policies

Order Fulfiler will adhere to the Vendor's then-currently published policies concerning product warranties and returns. Product warranty and return policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers

for like products.

D. Customer Site Preparation

Customers shall prepare and maintain its site in accordance with written instructions furnished by Order Fulfiller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

E. Internet Access to Contract and Pricing Information

1) Vendor Webpage

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a webpage specific to the products and services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

- a) the products and services awarded;
- b) description of product and service awarded
- c) a current price list or mechanism (for example, a services calculator or product builder) to obtain specific contracted pricing;
- d) discount percentage (%) off MSRP or List Price;
- e) designated Order Fulfillers;
- f) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers;
- g) instructions for obtaining quotes and placing Purchase Orders;
- h) warranty policies;
- i) return policies;
- j) the DIR Contract number with a hyperlink to the Contract's DIR webpage;
- k) a link to the DIR "Cooperative Contracts" webpage; and
- l) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Webpage Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's webpage will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this webpage is compliant with the pricing as stated in the Contract.

4) Webpage Changes

Vendor hereby consents to a link from the DIR website to Vendor's webpage in order to

facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to suspend, terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link suspension, termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

F. DIR Logo

Vendor and Order Fulfiller may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Order Fulfiller logo, (iii) the DIR logo is only used to communicate the availability of products and services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

G. Vendor and Order Fulfiller Logo

If DIR receives Vendor's or Order Fulfiller's prior written approval, DIR may use the Vendor's and Order's Fulfiller's name and logo in the promotion of the Contract to communicate the availability of products and services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's and Order Fulfiller's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's or Order Fulfiller's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller.

H. Trade Show Participation

At DIR's discretion, Vendor and Order Fulfillers may be required to participate in no more than two DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's and Order Fulfiller's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor and Order Fulfillers must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's or Order Fulfiller's booth.

I. Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include reporting requirements. DIR, at its discretion, may waive the orientation requirement for Vendors who have previously held DIR contracts. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for

attendance at the meeting.

J. Performance Review Meetings

DIR may require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract, at DIR's discretion. The meetings may be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

K. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of products sold under the Contract. The report shall contain: product part number, product description, list price and price to Customer under the Contract.

8. Pricing, Purchase Orders, Invoices, and Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Manufacturer's Suggested Retail Price (MSRP) or List Price

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade. A price list especially prepared for a given solicitation is not acceptable.

B. Customer Discount

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing Index.

C. Customer Price

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR SECTION C1

1) The price to the Customer shall be calculated as follows:

Customer Price = (MSRP or List Price – Customer Discount as set forth in Appendix C, Pricing Index) x (1 + DIR Administrative Fee, as set forth in the Contract).

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract is provided by the Vendor at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) to any other customer under the same terms and conditions provided for the State for the same commodities and services under this contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. Vendor shall notify DIR within ten (10) days and this Contract shall be amended to reflect the lower price.

D. Shipping and Handling Fees

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer will be responsible for any charges for expedited or special delivery.

E. Tax-Exempt

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Vendor upon request.

F. Travel Expense Reimbursement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (<http://www.window.state.tx.us/procurement/prog/stmp/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in the Contract is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

G. Changes to Prices

Subject to the requirements of this section, Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract.

Vendor may revise its pricing (but not its discount rate, if any, and not the products or services on its contract pricing list) by posting a revised pricing list. Such revised pricing lists are subject to review by DIR. If DIR finds that a product's or service's price has been increased unreasonably, DIR may request Vendor to reduce its pricing for the product or service to the level published before the revision. Vendor must reduce its pricing, or remove the product from its pricing list. Failure to do so will constitute an act of default by Vendor.

H. Purchase Orders

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

All Customer Purchase Orders will be placed directly with the Vendor or Order Fulfiller. Accurate Purchase Orders shall be effective and binding upon Vendor or Order Fulfiller when accepted by Vendor or Order Fulfiller. Customer and Vendor may work together to include specific requirements as to what constitutes a valid Purchase Order.

Vendors will be required to comply with the disclosure requirements of Section 2252.908, Texas Government Code, as enacted by House Bill 1295, 84th Regular Session, when execution of a contract requires an action or vote by the governing body of a governmental entity before the contract may be signed.

I. Invoices

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Invoices shall be submitted by the Vendor or Order Fulfiller directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under the Contract and any provision of acceptance of such products and/or services shall be made by the Customer to the Vendor or Order Fulfiller. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

2) Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the product or services by the Customer.

3) The administrative fee as set forth in the Contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

J. Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

9. Contract Administration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A,C-D

A. Contract Managers

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR and the Vendor will each provide a Contract Manager to support the Contract. Information regarding the Contract Manager will be posted on the Internet website designated for the Contract.

1) State Contract Manager

DIR shall provide a Contract Manager whose duties shall include but not be limited to: i) advising DIR and Vendor of Vendor's compliance with the terms and conditions of the Contract, ii) periodic verification of product pricing, and iii) verification of monthly reports submitted by Vendor.

2) Vendor Contract Manager

Vendor shall identify a specific Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between a Order Fulfiller and a Customer, and iii) advising DIR of Order Fulfillers performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Manager if the assigned Contract Manager is not, in the reasonable opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all products and services purchased through Vendor and Order Fulfillers under the Contract. Vendor shall file the monthly reports,

subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to compliance checks of Vendor's applicable Contract. Vendor will provide all required documentation at no cost.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports are due on the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated administrative fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in contract termination.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with Vendor's relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

a) The Vendor shall pay an administrative fee to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review Vendor monthly sales reports, close the sales period, and notify the Vendor of the administrative fee no later than the fourteenth (14th) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15th; DIR closes January sales and notifies Vendor of administrative fee by March 14th; Vendor submits administrative fee for January sales by March 25th.

b) DIR may change the amount of the administrative fee upon thirty (30) calendar days written notice to Vendor without the need for a formal contract amendment.

c) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is

unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at Vendor's expense. DIR will select the auditor (and all payments to auditor will require DIR approval).

Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of \$100/day for each day the report or payment is due (up to \$1000/month) or suspension or termination of Vendor's Contract..

C. Records and Audit

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN SUBPARAGRAPH ONE (1)

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller acts as acceptance of the authority of the State Auditor's Office, or any successor agency or designee, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor or designee in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers and the requirement to cooperate is included in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor and Order Fulfillers shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: the Order Fulfiller's company name if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, MSRP or list price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office

hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) calendar days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Order Fulfillers through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

D. Contract Administration Notification

1) Prior to execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees specified herein.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR Cooperative Contracts E-Mail Box information.

10. Vendor Responsibilities

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN C-M, O-S, V-W

A. Indemnification

1) INDEPENDENT CONTRACTOR

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING PRODUCTS AND SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER OR THE STATE OF TEXAS.

2) ACTS OR OMISSIONS

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3) INFRINGEMENTS

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving

infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

4) PROPERTY DAMAGE

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF THE VENDOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THE VENDOR SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY THE VENDOR NINETY (90) CALENDAR DAYS AFTER THE DATE OF THE VENDORS RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

C. Vendor Certifications

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

- (i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;
- (ii) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;
- (iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
- (iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;
- (v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;
- (vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;
- (vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;
- (viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control;

- (ix) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;
- (x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;
- (xi) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;
- (xii) agree that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;
- (xiii) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;
- (xiv) represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;
- (xv) under Section 2155.006, and Section 2261.053, Texas Government Code, are not ineligible to receive the specified contract and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate;
- (xvi) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, they acknowledge the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and
- (xvii) represent and warrant that the Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code.

During the term of the Contract, Vendor shall, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

In addition, Vendor understands and agrees that if Vendor responds to certain Customer pricing requests or Statements of Work, then, in order to contract with the Customer, Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

D. Ability to Conduct Business in Texas

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and its Order Fulfiller shall be authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas in accordance with Texas Business Organizations Code, Title 1, Chapter 9.

E. Equal Opportunity Compliance

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

F. Use of Subcontractors

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can engage additional subcontractors in the performance of this Contract. A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can remove subcontractors currently engaged in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

G. Responsibility for Actions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under Certification Statement of Exhibit A to the RFO and/or Section 10.C. (xiii), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose the status of conflicts of interest.

H. Confidentiality

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are governmental bodies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

I. Security of Premises, Equipment, Data and Personnel

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor and/or Order Fulfiller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

J. Background and/or Criminal History Investigation

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by the Customer.. Should any employee or subcontractor of the Vendor and/or Order Fulfiller who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

K. Limitation of Liability

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

For any claims or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

L. Overcharges

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

M. Prohibited Conduct

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include \$1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of \$2,000,000; Medical Expense per person of \$5,000; Personal Injury and Advertising Liability of \$1,000,000; Products/Completed Operations Aggregate Limit of \$2,000,000; and Damage to Premises Rented: \$50,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR and Customer listed as an additional insured; and
- d) Waiver of Subrogation

2) Workers' Compensation Insurance

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF \$1,000,000 BODILY INJURY PER ACCIDENT, \$1,000,000 BODILY INJURY DISEASE PER EMPLOYEE AND \$1,000,000 PER DISEASE POLICY LIMIT.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- a) Waiver of Subrogation; and
- b) Additional Insured.

O. Use of State Property

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor is prohibited from using the Customer's equipment, the customer's location, or any other

resources of the Customer or the State for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

P. Immigration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Vendor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

Pursuant to Executive Order No. RP-80, issued by the Governor of Texas on December 3, 2014, and as subsequently clarified, the Vendor shall, as a condition of this Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

- all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and
- all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of this Contract and assigned by the subcontractor to perform work pursuant to this Contract.

The Vendor shall require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

Q. Public Disclosure

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

No public disclosures or news releases pertaining to this contract shall be made by Vendor without prior written approval of DIR.

R. Product and/or Services Substitutions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Substitutions are not permitted without the written permission of DIR or Customer.

S. Secure Erasure of Hard Disk Products and/or Services

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/ services, in accordance with 1 TAC 202.

T. Deceptive Trade Practices; Unfair Business Practices

1) Vendor represents and warrants that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

2) Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

U. Drug Free Workplace Policy

Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessibility of Public Information

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Pursuant to S.B. 1368 of the 83rd Texas Legislature, Regular Session, Vendor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

2) Each State government entity should supplement the provision set forth in Subsection 1, above, with the additional terms agreed upon by the parties regarding the specific format by which the Vendor is required to make the information accessible by the public.

W. Vendor Reporting Requirements

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83rd Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

11. Contract Enforcement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED TO A, B2, 5-7

A. Enforcement of Contract and Dispute Resolution

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with

the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

3) State agencies are required by rule (34 TAC §20.115) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over \$25,000.

B. Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR 2, 5-7

1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

b) Termination for Non-Appropriation by DIR

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

2) Absolute Right

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 12.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30)

calendar days written notice. A Customer may terminate a Purchase Order or other contractual document or relationship by giving the other party thirty (30) calendar days written notice.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship in accordance with Section 4.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party ten (10) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

5) Immediate Termination or Suspension

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Vendor or Order Fulfiller (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Vendor or Order Fulfiller may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation, but is under no obligation to provide formal response.

6) Customer Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration

of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

7) Vendor or Order Fulfiller Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

C. Force Majeure

DIR, Customer, or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

12. Notification

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

13. Captions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

Software (License) Description	DIR Discount % off MSRP
Periscope Vendor Management	17.75%
Periscope Basic Bidder, per named user seat	17.75%
Periscope Department Buyer, per named user seat	17.75%
Periscope Basic Purchasing, per named user seat	17.75%
Periscope Contract Manager, per named user seat	17.75%
Periscope Department access, per named user seat - 1 to 100	17.75%
Periscope Department access, per named user seat - 101 to 200	17.75%
Periscope Department access, per named user seat - 201 to 300	17.75%
Periscope Department access, per named user seat - 301 to 400	17.75%
Periscope Department access, per named user seat - 401 to 500	17.75%
Periscope Department access, per named user seat - over 500	17.75%
Periscope Audit, per named user seat	17.75%
Periscope Inventory, per named user seat	17.75%
Periscope Accounts Payable, per named user seat	17.75%
Periscope Business Intelligence	17.75%
Periscope e-Invoicing	17.75%
Periscope Forms Builder	17.75%
Periscope Small Business Engine	17.75%
Periscope Integration Module	17.75%
Periscope Annual Maintenance and Support (25% of total license fee)	17.75%
Software as a Service (SaaS) Description	DIR Discount % off MSRP
Periscope Source	17.75%
Periscope Contract Lifecycle Management	17.75%
Periscope Contract Lifecycle - Per Read Only (Admin) User Seat	17.75%
Periscope Negotiation Portal for Source	17.75%
Periscope eSignature Portal for Source	17.75%
Periscope Open API for Source	17.75%
Periscope Vendor Management	17.75%
Periscope Basic Bidder, per named user seat	17.75%
Periscope Department Buyer, per named user seat	17.75%
Periscope Basic Purchasing, per named user seat	17.75%
Periscope Contract Manager, per named user seat	17.75%
Periscope Department access, per named user seat	17.75%
Periscope Audit, per named user seat	17.75%
Periscope Inventory, per named user seat	17.75%
Periscope Accounts Payable, per named user seat	17.75%
Periscope Business Intelligence	17.75%
Periscope e-Invoicing	17.75%
Periscope Forms Builder	17.75%
Periscope Small Business Engine	17.75%
Periscope Integration Module	17.75%

Related Services Description	DIR Discount % off MSRP
Project Management - Senior Project Manager	9.75%
Project Management - Project Manager	9.75%
Application Exploration and Business Process Consulting - Senior Business Analyst	9.75%
Application Exploration and Business Process Consulting - Business Analyst	9.75%
Software Deployment and Modification - Installation Technician	9.75%
Training - Training Specialist	9.75%
Software Testing - Quality Assurance Specialist	9.75%
Software Deployment and Modification - Software Specialist	9.75%
End-User Documentation - Documentation Specialist	9.75%

Pricing Does Not Include Travel. Travel Expenses are billed in accordance with Appendix A, Section 8F.

Note: Vendor's quote to DIR customers shall include the DIR Administrative Fee. The fee will be added after the discount is applied to the MSRP.

APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3378



SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT ("Agreement") is entered into as of _____ between Periscope Holdings, Inc. ("Licensor"), a corporation formed under the laws of the State of Delaware, with its principal place of business at 211 East 7th Street, Suite 1100, Austin, Texas 78701-2437 and _____ ("Licensee").

WHEREAS, Licensee has evaluated the software products offered by Licensor and desires to obtain a nonexclusive license to use the software products within its Agency, and

WHEREAS, Licensor desires to grant Licensee a perpetual, nonexclusive, and nontransferable license to permit Licensee to use such software products within its Agency in exchange for a lump sum royalty fee,

NOW THEREFORE, in consideration of the mutual covenants contained herein, Licensor and Licensee agree as follows:

1. Definitions

- 1.1 Licensed Software Products. The term "Licensed Software Products" means the computer programs in object code and the related users manuals and other related documentation, whether they be in printed or electronic form, all described in Attachment A attached hereto and made a part of this Agreement by this reference.
- 1.2 Custom Enhancements. The term "Custom Enhancements" means any changes, additions, translations, or derivations to or of the Licensed Software Products which are offered by Licensor, at the request of the Licensee, as specified in a separate Contract or Agreement. Custom Enhancements become an integral part of the Licensed Software Products and are herein licensed to the Licensee pursuant to terms and conditions of DIR Contract No. DIR-TSO-3378 and this Agreement.
- 1.3 Agency. The term "Agency" shall mean the Licensee.
- 1.4 Named User. "Named User" means a single employee of the Agency, or any consultant actively involved in a relevant engagement(s) who is has been provided a login identification.
- 1.5 Concurrent Users. "Concurrent Users" means Named Users logged onto and having access to the Licensed Software Products at any given point in time. The number of concurrent users is limited by number of licenses purchased for each level of functionality. Refer to Attachment A – Licensed Software Products for specific functions purchased by Agency.
- 1.6 Local Network System(s). The term "Local Network System(s)" means multiple, interactive user terminals connected to a single-processing or a multi-processing microcomputing unit, which are owned or leased by Licensee for the exclusive use of the Agency's employees or consultants, whereby the user of an interactive terminal does not have physical access to the physical storage medium containing a copy of any of the Licensed Software Products.

- 1.7 Freestanding Workstation(s). The term "Free-Standing Workstation(s)" means a self-contained microcomputing unit which is owned or leased by Licensee for the exclusive use of the Agency's employees or consultants, and for which Licensee has provided a copy of any of the Licensed Software Products.
- 1.8 Web Server(s). The term "Web Server(s)" means any computer which is owned or leased by Licensee which is attached to or accessible from the Internet, and which Licensee uses to host any of the Licensed Software Products which contain one or more Web-Enabled Functions. Each Web Server has its own unique IP Address.
- 1.9 Web-Enabled Function(s). The term "Web-Enabled Function(s)" means any part of any of the Licensed Software Products which is accessible from the Internet.

2. License

- 2.1 Subject to the terms of DIR Contract No. DIR-TSO-3378 and this Agreement, Licensor grants to Licensee, and Licensee accepts from Licensor, a perpetual, nonexclusive, and nontransferable, limited license to use and reproduce the Licensed Software Products for use only within the Agency, for use only by Named Users, and for use only on the Local Network Systems, Free-Standing Workstations, and Web Servers owned, leased, or operated by the Agency.
- 2.2 Any of the Licensed Software Products which are Web-Enabled Products, and which are installed and reside on any of the Agency's Web Server(s) are licensed for use only on that one single specific Web Server. Licensee is not authorized to move or transfer any such Web-Enabled Products from the licensed Web Server without the prior written consent of Licensor. All Web-Enabled Products are subject to the special covenants related to security and protection contained in Section 6.3 of this Agreement.
- 2.3 Upon Licensee's request, Licensor will supply to Licensee, fully-functional Tutorial/Demonstration copies of any of the Licensed Software Products (other than Web-Enabled Products) for the Agency to use for internal training purposes. The license granted by this Agreement authorizes Licensee to install and use the Tutorial/Demonstration copies of the Licensed Software Products on Freestanding Workstations for training purposes and to allow Named Users to remove the Tutorial/Demonstration copies of the Licensed Software Products from the Agency's physical premises and install the Tutorial/Demonstration copies of the Licensed Software Products on other personal computers solely to permit off-site training and internal support work on a remote basis. All the terms and conditions of DIR Contract No. DIR-TSO-3378 and this License Agreement, including, without limitation, all the protective covenants and restrictions relating to ownership, title, right, distribution, and confidentiality contained in Sections 4, 5, and 6 of this Agreement shall apply to any Tutorial/Demonstration copies of the Licensed Software Products whether they are used within the Agency's physical premises or offsite. Licensee agrees to exercise special caution to any Named User with access to any copy of any of the Licensed Software Products which will be removed from the Agency's physical premises or used offsite.
- 2.4 The Agency's use of the Licensed Software Products is expressly restricted and limited to the restrictive conditions and provisions of the foregoing two paragraphs. No other use of the Licensed Software Products is authorized by this Agreement.

3. Copies of Licensed Software Product

- 3.1 Right to Copy; Notices. The license granted in Section 2 of this Agreement includes the right to copy the Licensed Software Products and the right to download and reproduce copies of the documentation manuals and other documentation from Licensor's website, provided all such copies are used only within the Agency, and are not distributed beyond the Agency, or otherwise made accessible by anyone other than Named Users. Furthermore, in order to protect Licensor's trade secrets and copyrights in the Licensed Product, Licensee agrees not to attempt in any way to obliterate or destroy the trade secret or copyright notices or

Licensor's name or address which are incorporated into and made a part of the Licensed Software Products. Licensee agrees to reproduce fully the trade secret or copyright notice and the Licensor's name and address in all copies of the Licensed Software Products. Violation of any provision in this Subsection shall constitute Licensee's material breach of this License Agreement.

- 3.2 **Bears Cost.** Licensee alone shall bear the cost of reproducing and distributing the Licensed Software Products in accordance with the terms of DIR Contract No. DIR-TSO-3378 and this Section. Licensor shall have no obligation to expend any funds whatsoever in connection with such copying and distributing.

4. Ownership of Licensed Software Product

- 4.1 Licensor represents that it is, and on the date of delivery of Licensed Software Products will be, the sole owner and copyright holder of the Licensed Software Products, that it has, and on the date of the delivery of the Licensed Software Products will have, the full right and authority to grant this license and that neither this license nor performance under this Agreement does or shall conflict with any other agreement or obligation to which Licensor is a party.

5. Title to and Rights in Licensed Software Product

- 5.1 **Proprietary Rights.** The Licensed Software Products and updates of the Licensed Software Products are proprietary to Licensor, and title to them remains with the Licensor. All applicable common law and statutory rights in the Licensed Software Products and updates of the Licensed Software Products, including, but not limited to, rights in confidential and trade secret material, source code, object code, trademarks, service marks, patents, and copyrights, shall be and will remain the property of Licensor. Licensee shall have no right, title, or interest in such proprietary rights.

- 5.2 **Restrictions.** Licensee is prohibited from distributing, transferring possession of, or otherwise making available copies of the Licensed Product to any person other than Named Users under the terms of this Agreement, and from reproducing and installing the Licensed Software Products for use on any computer not meeting the definition of the Agency's Local Network System(s) or Freestanding Workstation(s). Licensee shall advise all Named Users that they are prohibited from reproducing, distributing, transferring possession of, or otherwise making available copies of the Licensed Software Products and from installing copies of the Licensed Software Products on any computer not meeting the definition of the Agency's Local Network System(s) or Freestanding Workstation(s). Licensee and its Named Users are prohibited from making any modifications, adaptations, enhancements, changes, or derivative works of the Licensed Software Products, and Licensee shall advise all Named Users that they are prohibited from making any modifications, adaptations, enhancements, changes, or derivative works of the Licensed Software Products. Notwithstanding the foregoing sentence, Licensee is authorized to create ad-hoc reports from the databases managed by the Licensed Software Products, and neither such ad-hoc reports or the programs that produce them shall be considered violations of this Section. Violation of any provision of this Section shall constitute Licensee's material breach of this License Agreement.

6. Confidentiality

- 6.1 **No Decompilation or Disassembly.** Licensor represents and Licensee hereby acknowledges that the computer programs constituting the Licensed Software Products and updates of the Licensed Software Products which are embodied on magnetic or optical storage media contain confidential and trade secret material. With the exception of Web-Enabled Products (addressed separately in Section 6.3) the programs are not readily susceptible to reverse compilation or reverse assembly. Licensee and its Named Users shall not attempt to decompile or disassemble the object code of the Licensed Software Products or updates. Licensee further agrees that it will use its best efforts to prevent de-compilation and disassembly of the object code of the Licensed Software Products and updates by Named Users by advising Named Users of the provisions of this Subsection and by immediately reporting to Licensor and halting any reverse compilation

or reverse assembly of the Licensed Software Products or updates by any Named User of which Licensee gains actual knowledge.

6.2 **Other Restrictions.** Subject to applicable legal obligations, Licensee agrees to maintain the confidentiality of the Licensed Software Products and to protect as a trade secret any portion of the Licensed Software Products which has not been publicly disclosed by preventing any unauthorized copying, use, distribution, installation, or transfer of possession of the Licensed Software Products as defined in Section 5.2 of this Agreement by either itself or Named Users. Licensee's obligations under this Subsection as they relate to the use of the Licensed Software Products by Named Users shall be to advise Named Users of the provisions in this Section and Section 5.2 and immediately report to Licensor and to halt unauthorized copying, use, distribution, installation, or transfer of possession of the Licensed Software Products by any Named User of which Licensee gains actual knowledge.

6.3 **Physical Security.** Some Web-Enabled Software Products are not protected by compilation into machine-readable object code. If this Agreement, either now or at any time in the future, includes any of the web-enabled products as one of the Licensed Software Products, or if it includes any other Licensed Software Product which then includes one or more Web-Enabled Functions, Licensee shall insure adequate protection for the product or such other Licensed Software Product with Web-Enabled Functions, to insure that it is not copied or distributed beyond the Licensee's Web Server. Licensee's obligation under this Section shall include, without limitation, the necessary firewall protection to shield Licensed Product(s) which includes one or more Web-Enabled Functions from unauthorized access by anyone outside the Agency, and the necessary directory permissions and securities protections to insure that any Licensed Product which includes one or more Web-Enabled Functions is not copied or compromised by any Named User within the Agency.

7. **Technical Support and Annual Maintenance and Support**

7.1 Licensor agrees to make available to Licensee an Annual Maintenance and Support Agreement which shall provide Licensee with continued access to support of a technical nature with respect to all aspects of the Licensed Software Products from the Licensor, and which shall provide Licensee with continued access to all updates to the Licensed Software Products published by Licensor.

8. **Increased User Count**

8.1 Licensor agrees to allow Licensee to increase the number of licensed units referenced in Attachment A of the Software License Agreement at any time during the term this License remains in effect by paying the then-current amount, in accordance with Appendix C of DIR Contract No. DIR-TSO-3378, for subscribed units provided by Licensor.

9 **Escrow**

9.1 Upon request of Licensee, Licensor will escrow with a vendor selected by Licensee. Any applicable costs will be paid by Licensee.

10. **Limited Warranty and Disclaimer of Liability**

10.1 **Results Not Warranted.** Licensor has no control over the conditions under which Licensee and Named Users use the Licensed Product and updates and does not and cannot warrant the results obtained by such use.

10.2 **Limited Warranty.** In addition to warranting that it has the right to grant the license contained in this Agreement, Licensor warrants that the magnetic or optical media on which the Licensed Software Products or any update is recorded, and any user manual supplied under the terms of this Agreement are free from defects in material and workmanship under normal use. Licensor further warrants that the Licensed

Software Products and any update of the Licensed Software Products will perform substantially in accordance with the specifications found in the user manual in effect as of the date of this Agreement or as updated by Licensor from time to time. The warranties contained in this Section are made for a period of ninety (90) days from the date on which the Licensed Software Products or updates are delivered to Licensee.

10.3 Limitations on Warranty. Licensor does not warrant that the functions contained in the Licensed Software Products or in any update will meet the requirements of Licensee or Named Users or that the operation of the Licensed Software Products or updates will be uninterrupted or error free. The warranty does not cover any copy of the Licensed Software Products or updates or any user manual which has been altered or changed in any way by Licensee or any Named User. Licensor is not responsible for problems caused by changes in or modifications to the operating characteristics of any computer hardware or operating system for which the Licensed Software Products or an update is procured, nor is Licensor responsible for problems which occur as a result of the use of the Licensed Product in conjunction with software or with hardware which is incompatible with the operating system for which the Licensed Software Products are being procured.

10.4 Exclusion of Implied Warranties. ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.

10.5 Exclusion of Any Other Warranties. The warranties contained in Subsection 10.2 of this Section are made in lieu of all other express warranties, whether oral or written. Only an authorized officer of Licensor may make modifications to this warranty or additional warranties binding on Licensor, and such modifications or additional warranties must be in writing. Accordingly, additional statements such as those made in advertising or presentations, whether oral or written, do not constitute warranties by Licensor and should not be relied upon as such.

11. Limitation of Remedies

11.1 Damages Limitation. LIMITATION OF LIABILITY SHALL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 10K OF DIR CONTRACT NO. DIR-TSO-3378.

12. Relationship of the Parties

12.1 For purposes of this Agreement, Licensee is not an agent of Licensor, and Licensee has no express or implied authority to act on behalf of or make any representations whatsoever on behalf of Licensor. Licensor has no right to control any activities of Licensee outside the terms of this Agreement.

13. Default and Termination

13.1 Termination will be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3378.

13.2 Effect of Termination. Upon termination of this Agreement for any reason, the license granted under this Agreement to use the Licensed Software Products is immediately revoked. Subject to record retention laws and policies, within five (5) days after the termination of this Agreement for any reason, Licensee shall return to Licensor all copies of the Licensed Software Products, all updates, and all user manuals or other related documentation in Licensee's possession. In the alternative, upon request of Licensor, Licensee shall destroy all such copies of the Licensed Software Products, all updates, and all user manuals, and shall certify in writing that they have been destroyed. TERMINATION SHALL NOT RELIEVE THE LICENSEE AND NAMED USERS OF THEIR OBLIGATIONS REGARDING THE CONFIDENTIALITY OF THE LICENSED PRODUCT AND UPDATES.

13.3 Payments Not Excused. Without limiting any of the provisions contained in this Section, in the event of termination as a result of the Licensee's failure to comply with any of its obligations under this Agreement, Licensee shall continue to be obligated for any payments due as of the date of termination. Termination of the license shall be in addition to and not in lieu of any equitable remedies available to Licensor.

14. Indemnity

14.1 Indemnification shall be handled in accordance with Appendix A, Section 10A of DIR Contract No. DIR-TSO-3378.

15. Term of License

15.1 This License granted by this Agreement is effective for twelve (12) months with three (3) one (1) year renewal options exercised by Customer providing Vendor thirty days written notice prior to the then-expiration date, unless terminated in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3378.

16. General

16.1 Purchase Order. In the event of any conflict between the terms and conditions of DIR Contract No. DIR-TSO-3378, this Agreement and the terms and conditions of any purchase order or other contractual document, the terms and conditions of this DIR Contract No. DIR-TSO-3378 shall control relative to the subject matter hereof.

16.2 Severability. If any provision of DIR Contract No. DIR-TSO-3378 or this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

16.3 Assignment. Assignments shall be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-TSO-3378.

16.4 Assumption by Successor to Licensor. In the event of the acquisition of Licensor's business, software, or both by a third party, Licensor agrees to make such an acquisition subject to the assumption of the terms of this Agreement by the third party.

16.5 Insolvency. In the event the Licensor's business becomes insolvent, the Licensor agrees to release the Licensee's versioned source code to the Licensee.

16.6 Waiver. The waiver or failure of Licensor or Licensee to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Periscope Holdings, Inc.

By _____

Title _____

Date _____

Customer

By _____

Title _____

Date _____

APPENDIX E TO DIR CONTRACT NO. DIR-TSO-3378



SERVICE AGREEMENT

THIS AGREEMENT is entered into as of _____ between Periscope Holdings, Inc., a corporation formed under the laws of the State of Delaware, with its principal offices at 211 East 7th Street, Suite 1100, Austin, Texas 78701-2437 ("Periscope") and _____ ("Customer"), with its principal place of business at _____.

WHEREAS, Customer desires to procure certain services from Periscope from time to time; and

WHEREAS, Periscope desires to provide such services to Customer on of DIR Contract No. DIR-TSO-3378 and the terms set forth below;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Periscope and Customer agree as follows:

1. Services.

1.1 Periscope shall perform for Customer the Services specified in one or more Appendices or Exhibits to this Agreement, each of which will be attached hereto and made a part hereof. Each engagement by Periscope to provide Services to the Customer will be described in a Statement of Work agreed upon by the Customer and Periscope and shall contain any assumptions related to the Services. In the event of a conflict between any term of DIR Contract No. DIR-TSO-3378, this Agreement and a Statement of Work, the terms of the DIR Contract No. DIR-TSO-3378 shall prevail.

2. Customer Responsibilities.

2.1 In connection with Periscope's provision of the Services, Customer shall perform those tasks and assume those responsibilities specified in the relevant Software Maintenance Agreement and Statement of Work ("Customer Responsibilities"). Customer understands that Periscope's performance is dependent on Customer's timely performance of Customer Responsibilities hereunder and timely decisions and approvals by Customer. If Periscope's performance is adversely affected or delayed by Customer's failure to timely perform Customer Responsibilities, Periscope will promptly notify Customer in writing thereof. Periscope shall be entitled to rely on all decisions and approvals of the Customer in connection with the Services which are made in a writing signed by Customer's designated representative; changes in decisions and approvals are subject to Section 3.

3. Changes in Scope.

3.1 A change to or within the scope of the Services as described herein or to a condition agreed to in this Agreement shall be considered a scope change ("Scope Change") for purposes of this Agreement. A Scope Change may occur as a result of, but not limited to, the following: (i) any Customer act or omission which causes a material delay; (ii) any material changes to the business plan or direction; (iii) during implementation, any material change to the company's stated direction; Scope Changes shall be made only in a writing executed by authorized representatives of both parties. Periscope shall have no obligation to commence work in connection with a Scope Change until the parties mutually agree as to the change in Periscope's charges resulting from a particular Scope Change, a change in schedule and/or other terms and conditions of this Agreement; provided, however, that Periscope shall provide Customer with written notice

prior to commencing work in connection with any Scope Change. Any changes to the terms and conditions shall not weaken any terms of DIR Contract No. DIR-TSO-3378.

- 3.2 If a Scope Change will result in an increase in Periscope's charges, then Periscope shall provide Customer with a target estimate of the charges for performance of such additional work that is required by the Scope Change (the "Additional Services"). The estimate shall include charges for Periscope's fees at the rates set forth in the relevant Statement of Work and in accordance with Appendix C of DIR Contract No. DIR-TSO-3378 and for the anticipated reimbursable expenses associated with such Additional Services. Customer shall accept or reject in writing Periscope's estimate for the Additional Services. If authorized by Customer, Periscope shall perform the Additional Services and invoice Customer for the actual fees and Reimbursable Expenses incurred in connection with the Additional Services. Periscope shall also advise Customer if a Scope Change will adversely affect quality and timeliness of the Services to be performed by Periscope and will estimate the extent of impact to the Services caused by the Scope Change together with the corresponding fee estimate.
- 3.3 Each party shall notify the other party in writing as soon as possible after determining that some act or omission by Customer may cause a delay in the project that could result in a charge for a Scope Change. If such notice is from Periscope, the notice shall describe the problem anticipated to cause a delay and propose how Customer may conform to the project schedule, if possible.
- 3.4 Periscope's ability to provide the Services in accordance with the requirements of this Agreement regarding quality, timeliness and cost, is conditioned upon: (i) no material Scope Changes to the Services from the relevant Statement of Work; (ii) the completeness, truth and accuracy of all information provided by Customer to Periscope in connection with the Services; (iii) Customer's satisfactory and timely performance of its obligations under this Agreement, including, without limitation, the performance by Customer team members of their assigned tasks in a professional and workmanlike manner; (iv) Customer's satisfaction of such other conditions to which Services agreed to be performed hereunder are subject; and (v) the validity of the assumptions upon which the scope of the Services agreed to be performed hereunder are based. Periscope will promptly notify Customer in writing if any of the conditions set forth above have occurred and estimate the extent to which the quality, timeliness and cost of the Services will be adversely impacted as a result thereof.

4. Payment for Services and Expenses.

- 4.1 Customer shall pay Periscope for the Services as defined in the applicable Statement of Work and in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-3378.
- 4.3 Except as the parties provide otherwise in the applicable Statement of Work, each invoice shall be payable in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-3378. In the event of any dispute with regard to a portion of an invoice, the undisputed portion shall be paid as provided herein. Invoices shall provide reasonable detail concerning the services performed, identify time spent by each assigned Periscope employee, and the percentage of project completion. Periscope shall provide Customer with a schedule identifying the hourly rates for Periscope personnel performing Services hereunder and in accordance with Appendix C DIR Contract No. DIR-TSO-3378, updating such schedule on a regular basis.
- 4.4 Except as the parties provide otherwise in the applicable Statement of Work, Periscope shall be reimbursed by Customer for all reasonable pre-approved expenses incurred by Periscope in the performance of the Services, including, but not necessarily limited to, travel and lodging expenses, communications charges and computer time and supplies. Periscope shall promptly furnish receipts and other evidence of such reimbursable expenses as Customer may reasonably request. All reimbursements for travel shall be in accordance with the Texas Travel Management Guide issued by the Comptroller of Public Accounts.

5. Work Product.

- 5.1 Subject to Periscope's right to retain copies of its work papers as specified in Section 7, upon final payment for the Services performed pursuant to the applicable Statement of Work, all original written materials originated and prepared for Customer by Periscope pursuant to this Agreement ("Owned Materials") shall belong exclusively to Customer. The foregoing notwithstanding, except upon Customer termination of this Agreement for cause, Customer agrees that it will not transfer or allow access to or use of the Owned Materials by any other parties than by the Customer without consent of Periscope.
- 5.2 Except as set forth in Sections 6 and 7, Periscope and Customer shall be free to use its general knowledge, skills and experience and any ideas, concepts, know-how, and techniques related to the scope of and used in the course of providing the Services.

6. Proprietary Materials.

- 6.1 In the course of performance hereunder, Periscope may use (and may authorize Customer personnel to use in the performance of Customer Responsibilities) proprietary materials, tools and methodologies known as "Solution Construction Aids" ("SCAs"), which will be identified by Periscope. SCAs are Periscope Confidential Information for purposes of Section 7. If Periscope authorizes the Customer to retain any SCA, Customer may use such SCAs only for internal business purposes and may not use them for the benefit of others.

7. Confidential Information.

To the extent allowable under the Texas Public Information Act, during the course of the Services for Customer, each party may be given access to information that relates to the other's past, present, and future research, development, business activities, products, services, and technical knowledge ("Confidential Information"). In connection therewith, the following subsections shall apply:

- 7.1 The Confidential Information of the other party may be used by the receiver only in connection with the Services or as may otherwise be provided herein;
- 7.2 Each party agrees to protect the confidentiality of the Confidential Information of the other. Access to the Confidential Information shall be restricted to those of Periscope's and Customer's personnel engaged in a use permitted hereby;
- 7.3 Subject to record retention laws and policies, all Confidential Information made available hereunder, including copies thereof, shall be returned or destroyed upon the first to occur of (a) completion of the Services or (b) request by the discloser. Periscope may retain, however, subject to the terms of this Section, an archival copy of the Confidential Information required for compliance with its quality assurance requirements;
- 7.4 Nothing in this Agreement shall prohibit or limit either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it without obligation of confidence, (ii) independently developed by it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of this Agreement; and
- 7.5 In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other party, it shall provide prompt notice to the other of such receipt. The party receiving the subpoena shall thereafter be entitled to comply with such subpoena or other process to that extent required by law.

8. Warranty.

- 8.1 Periscope warrants that its Services will be performed in a professional and workmanlike manner in accordance with applicable professional standards and shall re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.
- 8.2 EXCEPT AS THE PARTIES MAY EXPRESSLY PROVIDE IN ANY STATEMENT OF WORK HERETO, THE PRECEDING IS PERISCOPE'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY WORK PRODUCT, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE.

9. Personnel.

- 9.1 Each party agrees to assign a project manager who shall be that party's representative and upon whose decisions and written orders each party may rely as binding.
- 9.2 Either party may request in writing replacement of an employee of the other party assigned to perform Services under this Agreement if the requesting party believes that such employee's performance has been deficient, stating in the notice the basis for such request. The employing party shall have an opportunity to correct such deficiencies. If the employing party cannot correct such deficiencies within a reasonable period of time, the employing party shall replace the identified individual.
- 9.3 To the extent permissible under applicable state law, neither party shall solicit or hire any of the other's employees who are assigned to the project during the term of this Agreement and for a period of six (6) months following expiration or termination of this Agreement without prior written notice to the other party. This provision does not apply to publicly advertised solicitations.

10. Independent Contractor.

- 10.1 In the performance of Services, Periscope and its employees shall act solely as an independent contractor and nothing herein shall at any time be construed to create the relationship of employer and employee, as between Customer and Periscope or Customer and Periscope's employees. Periscope and its employees shall have no right or authority, and shall not attempt, to enter into any contract, commitment, or agreement, or incur any debt or liability, of any nature, in the name of or on behalf of Customer, its subsidiaries, or affiliates.
- 10.2 Periscope's employees shall not be entitled to any of the customary employee fringe benefits provided by Customer to its employees, including but not limited to employee pension and welfare benefit plans.

11. Limitation on Liability.

- 11.1 Limitation of Liability shall be handled in accordance with Appendix A, Section 10K of DIR Contract No. DIR-TSO-3378.
- 11.3 No proceeding, regardless of form, arising out of this Agreement may be brought by either party more than four (4) years after the existence of the cause of action has become known to the party injured; except that (i) proceedings related to violation of any duty to protect Confidential Information may be brought at any time and (ii) proceedings for nonpayment must be brought within four (4) years from the date the last payment was due.

12. Termination.

- 12.1 Terminations shall be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3378.

12.2 A waiver of a breach or default under this Agreement shall not be a waiver of any other or subsequent default. Failure of either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

12.3 Terms of this Agreement that by their nature are intended to survive shall survive termination of this Agreement.

13. Taxes.

13.1 Taxes shall be handled in accordance with Appendix A, Section 8E of DIR Contract No. DIR-TSO-3378.

14. Assignment.

14.1 Assignments shall be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-TSO-3378.

15. Severability.

15.1 If any term or provision of DIR Contract No. DIR-TSO-3378 or this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not effect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

16. Notice.

16.1 Notices shall be handled in accordance with Appendix A, Section 12 of DIR Contract No. DIR-TSO-3378.

17. Force Majeure.

17.1 Force Majeure shall be handled in accordance with Appendix A, Section 11C of DIR Contract No. DIR-TSO-3378.

18. Complete Agreement.

18.1 DIR Contract No. DIR-TSO-3378, this Agreement, including any exhibits attached hereto, and any Statement of Work set forth the entire understanding between the parties hereto and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter hereof. This Agreement and the Statement of Work attached hereto are not a part of, do not depend for their consideration or enforceability upon, and shall not be construed with or as a part of any other agreement, either past, present or future. All prior or contemporaneous promises, representations, agreements, or understandings are merged herein and superseded hereby. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Each party acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein, and for its own purposes and not for the benefit of any third party. This Agreement may not be modified or amended except by the mutual written agreement of the parties.

19. Governing Law.

19.1 This contract shall be deemed to be made under, and shall be construed in accordance with, the laws of the State of Texas. All disputes that arise in connection with, or are related to this contract shall be resolved, if

not sooner settled, by a state court in Travis County, Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Periscope Holdings, Inc.

By _____

Title _____

Date _____

By _____

Title _____

Date _____



MAINTENANCE AND SUPPORT AGREEMENT

THIS SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT ("Agreement") is entered into as of _____ between Periscope Holdings, Inc., a corporation formed under the laws of the State of Delaware, with its principal offices at 211 East 7th Street, Suite 1100, Austin, Texas 78701-2437, and _____ ("Licensee"), with its principal place of business at _____.

WHEREAS, Licensee desires to procure software maintenance and support services from Periscope from time to time; and

WHEREAS, Periscope desires to provide such services to Licensee on the terms set forth below;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Periscope and Licensee agree as follows:

1. Maintenance and Support Services.

- 1.1 Definitions in the Software License Agreement ("SLA") apply herein. Periscope shall provide for Licensee remedial and preventative maintenance services ("Maintenance Services") to keep the most current release of the Licensed Software Product(s) specified in the SLA in good operating condition.
- 1.2 Periscope will provide available telephone support to Licensee between 8 a.m. and 5 p.m. Central Time, Monday through Friday, excluding Periscope-recognized company holidays, which are limited to the following: New Year's Day; Memorial Day; July 4; Labor Day; Thanksgiving; Friday after Thanksgiving; Christmas Eve; and Christmas. When holiday falls on a Saturday, Friday is the holiday. When holiday falls on a Sunday, Monday is the holiday. Periscope will consult with Licensee for a reasonable amount of time by telephone to assist Licensee in the use of the Software.
- 1.3 Periscope will provide assistance to properly trained authorized users. Training services are not included under this agreement.
- 1.4 Periscope will provide appropriate assistance to Licensee within a reasonable period after Licensee adequately describes a Licensed Software Product and/or Documentation problem to Periscope's Licensee Support Group. Such assistance will be at Periscope's expense where it determines that the reported problem is due to defects in an unaltered, most current version of a Licensed Software Product or its Documentation. If Periscope determines that the reported problem is not due to a Licensed Software Product or Documentation defect, and if Licensee requests and Periscope agrees to provide the requested service, Licensee agrees to pay Periscope's then current prices for services Periscope provides to resolve the problem in accordance with Appendix C of DIR Contract No. DIR-TSO-3378.
- 1.5 Periscope will provide Licensee with all versioned upgrades to the Licensed Software Product, which are developed and made available at no charge to other Licensees during the maintenance period.

APPENDIX F TO DIR CONTRACT NO. DIR-TSO-3378

- 1.6 Periscope will support and maintain the Licensed Software Product and Custom Enhancements as permitted under the SLA. If Licensee makes modifications, interfaces, and/or other changes to the Licensed Software Product and/or Documentation not permitted under the SLA, Periscope cannot guarantee support.
- 1.7 Periscope's obligation to provide Maintenance and Support Services pursuant to this agreement is dependent upon:
- (i) The existence of a valid SLA in effect between Periscope and Licensee;
 - (ii) Licensee's continued good repair of the Designated Equipment; and
 - (iii) The performance by Licensee of all of its obligations as set forth in the SLA and in this agreement.
 - (iv) Proper training of Authorized Users
- 1.8 Periscope shall not be obligated to provide Maintenance and Support Services pursuant to this Agreement that are required by any of the following:
- (i) Abuse, misuse, accident, neglect; or
 - (ii) Repairs, alterations, and/or modifications which are not permitted under the SLA and which are not performed by Periscope or its agents; or
 - (iii) Use of materials not meeting Periscope's requirements;
 - (iv) Use of the Licensed Software Product for other than the intended purpose for which licensed and designated; or
 - (v) Malfunction, modification, or relocation of the Designated Equipment from the Designated Sites; or
 - (vi) Where inadequate backups are supplied.
- 1.9 Periscope may refuse to provide Maintenance and Support Services where a condition exists that represents a hazard to the safety of its employees or agents.

2. Initial Term; Commencement; Renewal.

- 2.1 **This Agreement is intended to commence at the time of delivery of the related Licensed Software Product(s). Therefore, Maintenance and Support Services shall commence on the first business day following software installation, or ninety (90) days after delivery of the Licensed Software Product, whichever shall occur first, subject to the approval of Periscope and payment in advance of any applicable fee(s). This Agreement shall have an initial term of one (1) year, and shall have three (3) one (1) year renewal options exercised by Customer providing Vendor thirty day written notice prior to the then-expiration date.. Renewal is contingent on current payment of fees, Licensee not being in default hereunder or under the SLA, and a valid Licensee purchase order.**
- 2.2 If Maintenance and Support Services have terminated because of non-renewal or non-payment, and Licensee desires to reinstate Services, Periscope will reinstate such Services within 24 (twenty-four) months after termination of Maintenance and Support Services only after completion of all of the following:
- (i) An evaluation by Periscope of Licensee's current status and, if necessary, updating of the Licensed Software Product(s) to a serviceable revision; and
 - (ii) Licensee pays Periscope: (a) all undisputed invoices, (b) the annual Maintenance and Support Services fee for the next one year period, and (c) if Maintenance and Support Services have been terminated for more than 60 (sixty) days, a "Reinstatement Fee" equal to 2% of the then current list price, as set forth in Appendix C of DIR Contract DIR-TSO-3378, for the Licensed Software Product(s) for each month not under Maintenance and Support Services.

APPENDIX F TO DIR CONTRACT NO. DIR-TSO-3378

3. Prices and Terms of Payment

- 3.1 The prices set forth in the Product Quotation and in Appendix C of DIR Contract DIR-TSO-3378, Arrangement Letter or Statement of Work apply to the initial term. Periscope will advise Licensee at least thirty (30) days prior to the expiration of a term of the prices applicable to the subsequent term as set forth in Appendix C of DIR Contract DIR-TSO-XXXX. Each annual installment is due and payable in accordance to Appendix A, Section 8J of DIR Contract NO. DIR-TSO-3378.

4. Additional Services

- 4.1 If Periscope agrees to perform services requested by Licensee, which are not included as a part of this Agreement, such services shall be billed to Licensee at prices and terms determined by Periscope in accordance with the Service Agreement and in accordance to Appendix C of DIR Contract DIR-TSO-3378.

5. Updates and New Products

- 5.1 Updates, consisting of one copy of modifications and improvements to each Licensed Software Product and/or Documentation, which are provided to other licensees of the Licensed Software Product and which Periscope determines are required to achieve the specifications published by Periscope for the Licensed Software Product and/or Documentation will be provided at no additional cost. Licensee acknowledges that Periscope will maintain the most current version of the Licensed Software Product in addition to the prior numbered version (i.e. v10.0 and v9.0).

New products are determined and defined solely by Periscope and are not covered by fees already paid by Licensee.

6. Excluded Services

6.1 Excluded services include:

- (i) Periscope does not itself provide hardware maintenance unless pre-arranged for a fee. In addition, services connected with relocation of the Licensed Software Product from the Designated Equipment or reconfiguration of same or Licensee-induced problems associated with the Designated Equipment are excluded. The cost of tools, supplies, accessories, media, and other expendables required by Periscope to perform the Maintenance Services are excluded.
- (ii) Training
- (iii) Support of third-party applications

7. Licensee Responsibilities

7.1 Licensee shall:

- (i) Notify Periscope promptly by telephone or email of Licensed Software Product problems and provide follow-up reports in writing. Periscope will confirm receipt of any electronic problem notification within twenty-four (24) hours of receipt and, in the absence of such a confirmation, Licensee shall promptly re-transmit such report;
- (ii) Allow Periscope reasonable and sufficient access, subject to Licensee's security and safety requirements, to all Designated Equipment at the Designated Sites and other communication facilities and provide Periscope reasonable workspace and storage and other normal and customary facilities;
- (iii) Provide Periscope with reasonable assistance as requested and insure that an employee of Licensee is present during Service;

APPENDIX F TO DIR CONTRACT NO. DIR-TSO-3378

- (iv) Provide sufficient support and test time on Licensee's computer system to duplicate the problem, certify that the problem is due to the Licensed Software Product and, when repairs are complete, certify that the problem has been repaired;
- (v) Provide sufficient data to Periscope to reproduce the problem on another computer at Periscope's Licensee support center. Periscope will retain a copy of the data to use for validation of future releases of Periscope Products unless specifically directed not to do so in writing by Licensee.
- (vi) In the event an issue has been reported to Periscope and in turn has been diagnosed and tied to third-party functionality and/or integrations (i.e. reporting, faxing, custom interfaces etc.), it will be the Licensee's responsibility to engage all appropriate parties for further troubleshooting and final resolution. This includes Licensee's personnel and third-party vendors responsible for the development, implementation, and support of the specific functionality.

8. Relocation of Designated Equipment

- 8.1 Licensee shall notify Periscope in writing not more than thirty (30) days prior to moving the Designated Equipment from the Designated Sites as to its intended new location. Periscope shall be under no obligation to provide any services under this Agreement during or as a result of such relocation.

9. Termination

- 9.1 Termination will be handled in accordance to Appendix A, Section 11B of DIR Contract No. DIR-TSO-3378.

10. Assignment

- 10.1 Assignment will be handled in accordance to Appendix A, Section 4D of DIR Contract No. DIR-TSO-3378

11. Warranty

- 11.1 IN CONNECTION WITH THE SERVICES RENDERED AND COMPUTER SOFTWARE AND DOCUMENTATION SUPPLIED UNDER THIS AGREEMENT, PERISCOPE MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR OF NON-INFRINGEMENT.

12. Liability

- 12.1 Limitation of liability will be handled in accordance to Appendix A, Section 10K of DIR Contract No. DIR-TSO-3378.

APPENDIX F TO DIR CONTRACT NO. DIR-TSO-3378

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Periscope Holdings, Inc.

By _____

Title _____

Date _____

Customer

By _____

Title _____

Date _____

LEASES SUMMARY

BOE #	LESSEE	LESSOR	AMOUNT
1.	DEPARTMENT OF ADMINISTRATION – APPEALS	Sierra Medical Complex, LP	\$662,458
	Lease Description:	This is a lease renewal to extend the existing lease for suite 450.	
	Term of Lease:	08/01/2017 – 07/31/2027	Located in Carson City
2.	DEPARTMENT OF ADMINISTRATION – HEARINGS	Sierra Medical Complex, LP	\$470,132
	Lease Description:	This is a lease renewal to extend the existing lease for suite 400.	
	Term of Lease:	08/01/2017 – 07/31/2027	Located in Carson City
3.	DEPARTMENT OF BUSINESS AND INDUSTRY – NEVADA ATTORNEY FOR INJURED WORKERS	Sierra Medical Complex, LP	\$822,908
	Lease Description:	This is a lease renewal to extend the existing lease for suite 208.	
	Term of Lease:	08/01/2017 – 07/31/2027	Located in Carson City
4.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – CHILD AND FAMILY SERVICES	BPL, a Nevada Limited Partnership	\$1,728,154
	Lease Description:	This is a lease renewal to extend the existing lease.	
	Term of Lease:	10/01/2017 – 09/30/2027	Located in Elko
5.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH – RURAL CLINICS	Wade and Monique Robison	\$277,556
	Lease Description:	This is the first amendment to the original lease to extend the existing lease at the current lease rate for the five year extension.	
	Term of Lease:	11/01/2014 – 10/31/2024	Located in Ely
6.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH – HEALTH CARE FACILITIES REGULATIONS & CHILD CARE SERVICES	Kohr-Tallman Living Trust, Lillian Tallman, John Kohr	\$757,820
	Lease Description:	This is a lease renewal to extend the existing lease.	
	Term of Lease:	10/01/2017 – 09/30/2022	Located in Carson City
7.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH – RURAL CLINICS	Darrel & Judy Adams	\$123,655
	Lease Description:	This is a lease renewal to extend the existing lease and add 550 square feet plus tenant improvements.	
	Term of Lease:	08/01/2017 – 07/31/2022	Located in Lovelock

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by: <u>SB</u>	<u>TS</u>
Reviewed by: <u>CS</u>	<u>SA</u>
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Administration
 Appeals Division
 1050 East William Street, Suite 450
 Carson City, Nevada 89701
 Tasha Eaton 775-687-8420 Fax: 775-687-8441 teaton@admin.nv.gov

Remarks: This lease was negotiated to include tenant improvements with only a \$.05 (five cent) per square foot increase in the first year and 3% every other year. The price per square foot is well below the comparable market rate.

Exceptions/Special notes:

2. Name of Lessor: Sierra Medical Complex, LP

3. Address of Lessor: c/o Carson Properties, Inc.
 187 Sonoma Street
 Carson City, Nevada 89703

4. Property contact: Terry Yeager
 775-882-3211 Fax: 775-882-7553 terryyeager@carsoncommercial.com

5. Address of Lease property: 1050 East William Street, Suite 450
 Carson City, Nevada 89701

a. Square Footage: Rentable
 Usable 3,720

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
\$5,133.60	12	\$61,603.20	August 1, 2017 - July 31, 2018	\$1.38
3% \$5,282.40	12	\$63,388.80	August 1, 2018 - July 31, 2019	\$1.42
0% \$5,282.40	12	\$63,388.80	August 1, 2019 - July 31, 2020	\$1.42
3% \$5,431.20	12	\$65,174.40	August 1, 2020 - July 31, 2021	\$1.46
0% \$5,431.20	12	\$65,174.40	August 1, 2021 - July 31, 2022	\$1.46
3% \$5,580.00	12	\$66,960.00	August 1, 2022 - July 31, 2023	\$1.50
0% \$5,580.00	12	\$66,960.00	August 1, 2023 - July 31, 2024	\$1.50
3% \$5,766.00	12	\$69,192.00	August 1, 2024 - July 31, 2025	\$1.55
0% \$5,766.00	12	\$69,192.00	August 1, 2025 - July 31, 2026	\$1.55
3% \$5,952.00	12	\$71,424.00	August 1, 2026 - July 31, 2027	\$1.60

c. Total Lease Consideration: 120 \$662,457.60

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: Ten (10) Years

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

h. Utilities: Landlord Tenant

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

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

k. Comparable Market Rate: \$1.68 - \$2.03 - Carson City Area

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

m. Lease will be paid for by Agency Budget Account Number: 1015

6. Purpose of the lease: To house the Department of Administration Appeals 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

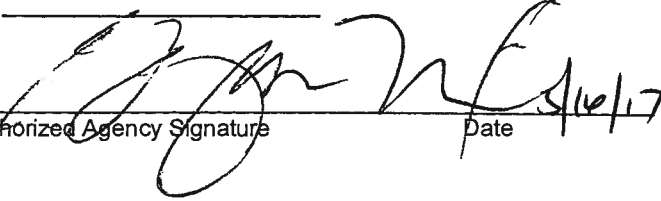
a. Estimated Moving Expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

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 9/16/17


For Public Works Information:


8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV19871012250</u>	Exp:	<u>10/31/2017</u>	9
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				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
g. State of Nevada Vendor number:	<u>T81090393</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 9-18-17
Public Works Division

 For Board of Examiners YES NO

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by: <u>5/22/17</u>	<u>TC</u>
Reviewed by: <u>10/5/17</u>	<u>SB</u>
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Administration
Hearings Division
1050 East William Street, Suite 400
Carson City, Nevada 89701
Tasha Eaton 775-687-8420 Fax: 775-687-8441 teaton@admin.nv.gov

Remarks: This lease was negotiated to include tenant improvements with only a \$.05 (five cent) per square foot increase in the first year and 3% every other year. The price per square foot is well below the comparable market rate.

Exceptions/Special notes:

2. Name of Lessor: Sierra Medical Complex, LP

3. Address of Lessor: c/o Carson Properties, Inc.
187 Sonoma Street
Carson City, Nevada 89703

4. Property contact: Terry Yeager
775-882-3211 Fax: 775-882-7553 terryyeager@carsoncommercial.com

5. Address of Lease property: 1050 East William Street, Suite 400
Carson City, Nevada 89701

a. Square Footage: Rentable Usable 2,640

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot	
Increase %					
3%	\$3,643.20	12	\$43,718.40	August 1, 2017 - July 31, 2018	\$1.38
0%	\$3,748.80	12	\$44,985.60	August 1, 2018 - July 31, 2019	\$1.42
0%	\$3,748.80	12	\$44,985.60	August 1, 2019 - July 31, 2020	\$1.42
3%	\$3,854.40	12	\$46,252.80	August 1, 2020 - July 31, 2021	\$1.46
0%	\$3,854.40	12	\$46,252.80	August 1, 2021 - July 31, 2022	\$1.46
3%	\$3,960.00	12	\$47,520.00	August 1, 2022 - July 31, 2023	\$1.50
0%	\$3,960.00	12	\$47,520.00	August 1, 2023 - July 31, 2024	\$1.50
3%	\$4,092.00	12	\$49,104.00	August 1, 2024 - July 31, 2025	\$1.55
0%	\$4,092.00	12	\$49,104.00	August 1, 2025 - July 31, 2026	\$1.55
3%	\$4,224.00	12	\$50,688.00	August 1, 2026 - July 31, 2027	\$1.60

c. Total Lease Consideration: 120 \$470,131.20

d. Option to renew: Yes No 90 Renewal terms: One Identical Term

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

f. Term: Ten (10) Years

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

h. Utilities: Landlord Tenant

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

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

k. Comparable Market Rate: \$1.68 - \$2.03 - Carson City Area

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

m. Lease will be paid for by Agency Budget Account Number: 1015/4895

6. Purpose of the lease: To house the Department of Administration, Hearings 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

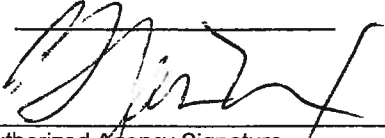
a. Estimated Moving Expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

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
5/16/17
Date


For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV19871012250</u>	Exp:	<u>10/31/2017</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				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	<u>T81090393</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
5-22-17
Date

For Board of Examiners YES NO

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

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

STATEWIDE LEASE INFORMATION

1. Agency: Department of Business and Industry
 Nevada Attorney for Injured Workers
 1000 E. William Street, Suite 208
 Carson City, Nevada 89701
 Evan Beavers 775-684-7555 Fax:775-684-7575 ebeavers@naiw.nv.gov

Remarks: This lease is a renewal of the existing Lease. The price per square foot is well below the comparable market rate.

Exceptions/Special notes:

2. Name of Lessor: Sierra Medical Complex, LP

3. Address of Lessor: c/o Carson Properties, Inc.
 187 Sonoma Street
 Carson City, Nevada 89701

4. Property contact: Terry Yeager
 775-882-3211 Fax: 775-882-7553 terryyeager@carsoncommercial.com

5. Address of Lease property: 1000 East William Street, Suites 202, 205, 206, 208, 210 and 212
 Carson City, Nevada 89701

a. Square Footage: Rentable Usable 4,621

b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
Increase %	\$6,376.98	12	\$76,523.76	August 1, 2017 - July 31, 2018	\$1.38
3%	\$6,561.82	12	\$78,741.84	August 1, 2018 - July 31, 2019	\$1.42
0%	\$6,561.82	12	\$78,741.84	August 1, 2019 - July 31, 2020	\$1.42
3%	\$6,746.66	12	\$80,959.92	August 1, 2020 - July 31, 2021	\$1.46
0%	\$6,746.66	12	\$80,959.92	August 1, 2021 - July 31, 2022	\$1.46
3%	\$6,931.50	12	\$83,178.00	August 1, 2022 - July 31, 2023	\$1.50
0%	\$6,931.50	12	\$83,178.00	August 1, 2023 - July 31, 2024	\$1.50
3%	\$7,162.55	12	\$85,950.60	August 1, 2024 - July 31, 2025	\$1.55
0%	\$7,162.55	12	\$85,950.60	August 1, 2025 - July 31, 2026	\$1.55
3%	\$7,393.60	12	\$88,723.20	August 1, 2026 - July 31, 2027	\$1.60

c. Total Lease Consideration: 120 \$822,907.68

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: Ten (10) Years

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

h. Utilities: Landlord Tenant

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

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

k. Comparable Market Rate: \$1.68 - \$2.03 - Carson City Area

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

m. Lease will be paid for by Agency Budget Account Number: 1013

6. Purpose of the lease: To house the Department of Business and Industry, Nevada Attorney for Injured Workers

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

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 05/16/2017

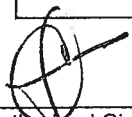
For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV19871012250</u>	Exp:	<u>10/31/2017</u>	13
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				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	<u>T81090393</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 5.22.17
Public Works Division

 For Board of Examiners YES NO

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	DR 6/16/17
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
 Division of Child and Family Services
 4126 Technology Way
 Carson City, Nevada 89706
 Sharon Knigge
 775-684-7952 Fax: 775-684-4455 sharon.knigge@dcs.nv.gov

Remarks: These rates were negotiated to reflect only a 1.75% average yearly increase, which is less than the current average yearly increase of 1.89%

Exceptions/Special notes:

2. Name of Landlord (Lessor): BPL, A Nevada Limited Partnership

3. Address of Landlord: 1300 Royal Crest Drive
 Elko, Nevada 89801

4. Property contact: Angie Heguy
 775.397.8788 Fax:775.753.7992 angieheguy@gmail.com

5. Address of Lease property: 1010 Ruby Vista Drive, Suite 101
 Elko, Nevada 89801

GOVERNOR'S FINANCE OFFICE
 BUDGET DIVISION

RECEIVED

MAY 30 2017

a. Square Footage:

Rentable
 Usable 7,431

b. Cost:

	cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
Increase %	\$13,375.80	12	\$160,509.60	October 1, 2017 - September 30, 2018	\$1.80
1.67%	\$13,598.73	12	\$163,184.76	October 1, 2018 - September 30, 2019	\$1.83
1.64%	\$13,821.66	12	\$165,859.92	October 1, 2019 - September 30, 2020	\$1.86
1.61%	\$14,044.59	12	\$168,535.08	October 1, 2020 - September 30, 2021	\$1.89
1.59%	\$14,267.52	12	\$171,210.24	October 1, 2021 - September 30, 2022	\$1.92
1.56%	\$14,490.45	12	\$173,885.40	October 1, 2022 - September 30, 2023	\$1.95
1.54%	\$14,713.38	12	\$176,560.56	October 1, 2023 - September 30, 2024	\$1.98
1.52%	\$14,936.31	12	\$179,235.72	October 1, 2024 - September 30, 2025	\$2.01
1.99%	\$15,233.55	12	\$182,802.60	October 1, 2025 - September 30, 2026	\$2.05
1.95%	\$15,530.79	12	\$186,369.48	October 1, 2026 - September 30, 2027	\$2.09
c. Total Lease Consideration:		120	\$1,728,153.36		

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:

Ten (10) years

g. Pass-thrus/CAM/Taxes

Landlord Tenant

h. Utilities:

Landlord Tenant

i. Janitorial:

Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see special notes)

j. Repairs:

Major: Landlord Tenant Minor: Landlord Tenant

k. Comparable Market Rate:

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

m. Lease will be paid for by Agency Budget Account Number: 3229

6. Purpose of the lease: To house the Division of Child and Family Services

7. This lease constitutes:

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

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

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

Andrew Keener 5/22/17
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV19941029183</u>	Exp:	<u>12/31/2017</u>	34
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				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
g. State of Nevada Vendor number:	<u>T80086590</u>			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

[Signature] *5-30-17*
Authorized Signature Date
Public Works Division

w *cb*
BM For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by:	6/1/19
Reviewed by:	
Reviewed by:	

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

**STATEWIDE LEASE INFORMATION
FIRST AMENDMENT**

1. Agency: Department of Health and Human Services
Division of Public and Behavioral Health, Rural Clinics
4150 Technology Way
Carson City, Nevada 89706
Sophia LaBranch
775-684-5915 Fax: 775-684-4211 smlabbranch@health.nv.gov

Remarks: Leasing services has negotiated a five year lease extension at the current rate of \$1.39 per square foot for the entire term of the five year extension.

Exceptions/Special notes:

2. Name of Lessor: Wade and Monique Robison

3. Address of Lessor: 1201 Avenue I
Ely, Nevada 89301

4. Property contact: Wade and Monique Robison
775-289-0298 morobison@sbcglobal.net

5. Address of Lease property: 1675 Avenue F
Ely, Nevada 89301

a. Square Footage: Rentable Usable 3,328

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

b. Cost:	cost per month		cost per year	time frame	Approximate cost per square foot
Increase %	\$4,625.92	12	\$55,511.04	November 1, 2019 - October 31, 2020	\$1.39
0%	\$4,625.92	12	\$55,511.04	November 1, 2020 - October 31, 2021	\$1.39
0%	\$4,625.92	12	\$55,511.04	November 1, 2021 - October 31, 2022	\$1.39
0%	\$4,625.92	12	\$55,511.04	November 1, 2022 - October 31, 2023	\$1.39
0%	\$4,625.92	12	\$55,511.04	November 1, 2023 - October 31, 2024	\$1.39

c. Total Lease Consideration: 60 \$277,555.20

d. Option to renew: Yes No 90 Renewal terms: One Identical Term

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

f. Term: Five (5) Years

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

h. Utilities: Landlord Tenant

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

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

k. Comparable Market Rate: Not Available - Rural Area

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

m. Lease will be paid for by Agency Budget Account Number: 3648

6. Purpose of the lease: To house the Division of Public and Behavioral Health, Rural Community Health Services

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

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

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes _____ No _____ Dec Unit _____

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

[Signature] 5/31/17
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20101670902</u>	Exp:	<u>9/30/2017</u>	9
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 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	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	<u>T81028008</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] 5.31.17
Authorized Signature Date
Public Works Division

[Signature] cb
For Board of Examiners YES NO

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	<i>[Signature]</i>
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
 Division of Public and Behavioral Health, Healthcare Quality and Compliance
 4150 Technology Way, Third Floor
 Carson City, Nevada 89706
 Sophia LaBranch
 775.684.5915 Fax: 775.684.4211 smlabbranch@health.nv.gov

Remarks: Leasing Services negotiated this lease renewal for an additional five (5) years at the same escalation and is still well below market rate.

Exceptions/Special notes:

2. Name of Lessor: Kohr-Tallman Living Trust
 Lillian Tallman, John Kohr

3. Address of Lessor: 3545 Mont Blanc Ct.
 Carson City, Nevada 89705

4. Property contact: c/o NAI Alliance
 Cheryl Evans p: (775) 546-2890 c: (775) 690-1056 f: (775) 434-2998 e: cevans@naialliance.com
 1000 Division Street #202, Carson City, Nevada 89703

5. Address of Lease property: 727 Fairview Drive, Suite E
 Carson City, Nevada 89701

a. Square Footage: Rentable Usable 8,370

b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
Increase %	\$12,136.50	12	\$145,638.00	October 1, 2017 - September 30, 2018	\$1.450
2%	\$12,379.23	12	\$148,550.76	October 1, 2018 - September 30, 2019	\$1.479
2%	\$12,621.96	12	\$151,463.52	October 1, 2019 - September 30, 2020	\$1.508
2%	\$12,873.06	12	\$154,476.72	October 1, 2020 - September 30, 2021	\$1.538
2%	\$13,140.90	12	\$157,690.80	October 1, 2021 - September 30, 2022	\$1.570
c. Total Lease Consideration:		60	\$757,819.80		

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

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

f. Term: Five (5) years

g. Pass-thrus/CAM/Taxes Landlord Tenant

h. Utilities: Landlord Tenant

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

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

k. Comparable Market Rate: \$1.68 - \$2.03 - Carson City Area

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

m. Lease will be paid for by Agency Budget Account Number: 3216, 3149

6. Purpose of the lease: To house DPBH, Healthcare Quality and Compliance

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

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 X No _____ Dec Unit _____

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

Christal Badenk 6/1/17
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20161718621</u>	Exp:	<u>12/31/2017</u>	46
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 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	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	<u>T32003817</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] 6-5-17
Authorized Signature Date

Public Works Division

bm
For Board of Examiners YES NO

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	<i>MA 6/16/17</i>
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
 Division of Public and Behavioral Health, Rural Clinics
 4150 Technology Way, Third Floor
 Carson City, Nevada 89706
 Sophia LaBranch
 775.684.5915 Fax: 775.684.4211 smlabbranch@health.nv.gov

Remarks: This renewal created a weighted average savings of \$0.22 per square foot at an existing location plus an additional 550 square feet. This lease also includes tenant improvements consisting of new carpet squares through out offices, and VCT in kitchen area.

Exceptions/Special notes: New blinds and painting of suites have been completed

2. Name of Lessor: Darrell & Judy Adams

3. Address of Lessor: 143 Keystone Avenue
 Reno, Nevada 89503

4. Property contact: 775.747-5417 Fax: 775.688.3216 darrelladams@sbcglobal.net

5. Address of Lease property: 775 Cornell Avenue, Suite A-1
 Lovelock, Nevada 89419

a. Square Footage: Rentable Usable 1,800

b. Cost:

Increase %	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
	\$2,000.00	12	\$24,000.00	August 1, 2017 - July 31, 2018	\$1.11
1.5%	\$2,030.00	12	\$24,360.00	August 1, 2018 - July 31, 2019	\$1.13
1.5%	\$2,060.45	12	\$24,725.40	August 1, 2019 - July 31, 2020	\$1.14
1.5%	\$2,091.36	12	\$25,096.32	August 1, 2020 - July 31, 2021	\$1.16
1.5%	\$2,122.73	12	\$25,472.76	August 1, 2021 - July 31, 2022	\$1.18

c. Total Lease Consideration: 60 \$123,654.48

d. Option to renew: Yes No 90 Renewal terms: One Identical Term

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

f. Term: Five (5) Years

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

h. Utilities: Landlord Tenant

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

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

k. Comparable Market Rate: Not Available - Rural Area

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

m. Lease will be paid for by Agency Budget Account Number: 3648

6. Purpose of the lease: To house the Rural Clinics

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

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

Christel D. Ashby 5/16/17
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20131044467</u>	Exp:	<u>1/31/2018</u>	5
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 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	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	<u>T29003728</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] 5-22-17
Authorized Signature Date
Public Works Division

//
For Board of Examiners YES NO

CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	030	ATTORNEY GENERAL'S OFFICE - SPECIAL FUND	ADAMS NATURAL RESOURCES CONSULTING SERVICES, LLC	GENERAL	\$150,000	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides ongoing services necessary to advance Nevada's Yucca Mountain legal efforts, including the state's participation in U.S. Nuclear Regulatory Commission licensing proceedings and other Yucca Mountain litigation, and oversight responsibilities as they relate to the proposed Yucca Mountain high-level nuclear waste program. This amendment extends the termination date of the contract from September 30, 2017 to September 30, 2018 and increases the maximum amount from \$300,000 to \$450,000 due to the continued need for these services.				
	Term of Contract:	10/01/2015 - 09/30/2018	Contract # 16964			
2.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - VETERANS CIP PROJECTS - NON-EXEC	Q&D CONSTRUCTION, INC.	GENERAL	\$45,000,000	Professional Service
	Contract Description:	This is a new contract to provide owner construction manager at risk (CMAR) services for the Northern Nevada Veterans Home located in Sparks; CIP Project No. 15-C77 and 17-C13; SPWD Contract No. 110653.				
	Term of Contract:	Upon Approval - 06/30/2021	Contract # 18860			
3.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - ALL BUDGET ACCOUNTS	AZTECH INSPECTIONS & TESTING, LLC	OTHER: VARIES DEPENDING UPON THE PROJECT REQUIRING THIS SERVICE	\$100,000	Professional Service
	Contract Description:	This is a new contract to provide ongoing intermittent/on-call building inspector services for CIP projects in Southern Nevada: SPWD Contract No. 111238.				
	Term of Contract:	Upon Approval - 06/30/2019	Contract # 18861			

CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
4.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - ALL BUDGET ACCOUNTS	AZTECH INSPECTIONS & TESTING, LLC	OTHER: VARIES DEPENDING UPON THE PROJECT REQUIRING THIS SERVICE	\$250,000	Professional Service
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 18863		
5.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - ALL BUDGET ACCOUNTS	GEOTEK, INC.	OTHER: VARIES DEPENDING UPON THE PROJECT REQUIRING THIS SERVICE	\$250,000	Professional Service
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 18846		
6.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - ALL BUDGET ACCOUNTS	GEOTEK, INC.	OTHER: VARIES DEPENDING UPON THE PROJECT REQUIRING THIS SERVICE	\$250,000	Professional Service
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 18847		

CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
7.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - SIERRA REGIONAL CENTER	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION OBO - UNIVERSITY OF NEVADA, RENO	GENERAL	\$56,430	Exempt
	Contract Description:	This is a new interlocal agreement with the Psychology Department to provide one Clinical Psychology Extern to perform counseling and evaluations for people served under the supervision of agency's licensed psychologists.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 18803		
8.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY	NORTH LAKE TAHOE FIRE PROTECTION DISTRICT	OTHER: COUNTY 35.3% FEDERAL 64.7%	\$1,752,130	Exempt
	Contract Description:	This is a new interlocal agreement to provide Certified Public Expenditures reimbursement methodology for emergency transportation to Medicaid recipients and define the reporting requirements by entity in order to receive this type of reimbursement methodology. The contractor will provide services and bill the Medicaid Fiscal Agent for services rendered in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual.				
		Term of Contract:	10/01/2015 - 06/30/2018	Contract # 18503		
9.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - ADMINISTRATION	FIDELITY INFORMATION SERVICES, LLC	GENERAL 47.5% FEDERAL 52.5%	\$160,000	
	Contract Description:	This is the second amendment to the original assignment contract which provides electronic benefits services. This amendment increases the maximum amount from \$4,705,937 to \$4,865,937 due to the increased need based on projected caseloads.				
		Term of Contract:	01/12/2016 - 06/30/2018	Contract # 17295		

CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
10.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - TEMPORARY ASSISTANCE FOR NEEDY FAMILIES	REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA	FEDERAL	\$2,560,000	
	Contract Description:	This is a new interlocal agreement that continues ongoing bus passes to eligible participants which facilitates transportation for work-eligible candidates who must participate in work activities as a condition of receiving benefits.				
		Term of Contract:	Upon Approval - 06/30/2021	Contract # 18456		
11.	440	DEPARTMENT OF CORRECTIONS - CASA GRANDE TRANSITIONAL HOUSING	RENTOKIL NORTH AMERICA, INC. DBA WESTERN EXTERMINATOR COMPANY	GENERAL	\$119,456	
	Contract Description:	This is a new contract that continues ongoing regularly scheduled pest control services at the following correctional facilities: Casa Grande Transitional Housing, Florence McClure Women's Correctional Center, High Desert State Prison, Jean Conservation Camp, Southern Desert Correctional Center and Three Lakes Valley Conservation Camp.				
		Term of Contract:	07/06/2017 - 06/30/2021	Contract # 18821		
12.	705	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - WATER RESOURCES	U. S. GEOLOGICAL SURVEY	GENERAL 63% FEDERAL 37%	\$74,740	
	Contract Description:	This is a new Joint Funding Agreement to provide a monitoring program for the South Fork of the Humboldt River consisting of two streamflow gages and data collection platforms.				
		Term of Contract:	07/01/2017 - 06/30/2019	Contract # 18820		
13.	705	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - WATER RESOURCES	U. S. GEOLOGICAL SURVEY	GENERAL	\$787,660	
	Contract Description:	This is a new Joint Funding Agreement to provide the operation and maintenance of a streamflow network of 24 gages and 1 reservoir gage, groundwater level data collection, data entry and review, and publication of the data to the internet and an annual publication.				
		Term of Contract:	07/01/2017 - 06/30/2019	Contract # 18838		

CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
14.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION – SAFE DRINKING WATER REGULATORY PROGRAM	SOUTHERN NEVADA HEALTH DISTRICT	FEDERAL	\$250,000	
	Contract Description:	This is a new interlocal agreement that continues ongoing assistance in applying Nevada laws governing public water systems. The contractor will conduct and document sanitary surveys within Clark County; review and update the Safe Drinking Water Information System; participate in the training programs; and assist the state in implementing the new US Environmental Protection Agency rules.				
		Term of Contract:	07/01/2017 - 06/30/2019	Contract # 18753		
15.	742	DEPARTMENT OF BUSINESS AND INDUSTRY – INDUSTRIAL RELATIONS	CAPTECH VENTURES	OTHER: WORKERS' COMPENSATION AND SAFETY FUND	\$100,000	
	Contract Description:	This is the second amendment to the contract which develops and implements an automated claims and case management system for the Workers' Compensation Section. This amendment increases the contract amount by \$100,000 in order for the contractor to develop, test and implement additional software functionality.				
		Term of Contract:	04/12/2016 - 06/30/2018	Contract # 17533		
16.	742	DEPARTMENT OF BUSINESS AND INDUSTRY - INDUSTRIAL RELATIONS – SAFETY CONSULTATION AND TRAINING	KPS 3, INC.	OTHER: WORKERS COMPENSATION ASSESSMENT FUND 67% FEDERAL 33%	\$250,000	
	Contract Description:	This is a new contract to continue providing multimedia workplace safety and health education information.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 18779		
17.	810	DEPARTMENT OF MOTOR VEHICLES - AUTOMATION	ADVANCED POWER PROTECTION INDUSTRIES, INC.	HIGHWAY	\$9,490	
	Contract Description:	This is the third amendment to the original contract which provides the maintenance and emergency services to back-up power systems for the Department. This amendment incorporates the recently installed UPS located at 8250 W. Flamingo, Las Vegas on to the maintenance contract. This amendment increases the maximum amount from \$170,700 to \$180,190 due to the additional required maintenance and any unanticipated repairs.				
		Term of Contract:	09/21/2015 - 09/30/2019	Contract # 17066		

CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
18.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY DIVISION	NEVADA DEVELOPMENT AUTHORITY DBA LAS VEGAS GLOBAL ECONOMIC ALLIANCE	FEDERAL	\$152,770	
	Contract Description:	This is a new contract to provide employer outreach for apprenticeship programs as well as assistance with program development, application processes and identification of registered apprenticeship opportunities with employers.				
		Term of Contract:	11/01/2016 - 04/30/2018	Contract # 18494		
19.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY DIVISION	NEVADAWORKS	FEDERAL	\$355,119	
	Contract Description:	This is the third amendment to the original interlocal agreement which provides ongoing employment and training services to Adults in northern Nevada as required by the Workforce Innovation and Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al.) This amendment increases the maximum amount from \$2,303,479 to \$2,658,598 due to a transfer to the Adult Program from the Dislocated Worker Program and a revised Title 1B Expenditure and Budget Plan resulting from the Department of Labor increasing fund allocations.				
		Term of Contract:	07/01/2016 - 06/30/2018	Contract # 17836		
20.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY DIVISION	NEVADAWORKS	FEDERAL	(\$341,954)	
	Contract Description:	This is the third amendment to the original interlocal agreement which provides ongoing employment and training services to Dislocated Workers in northern Nevada as required by the Workforce Innovation and Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al.) This amendment decreases the maximum amount from \$2,007,718 to \$1,665,764 due to a transfer from the Dislocated Worker Program to the Adult Program and a revised Title 1B Expenditure and Budget Plan resulting from the Department of Labor increasing fund allocations.				
		Term of Contract:	07/01/2016 - 06/30/2018	Contract # 17841		

CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
21.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY DIVISION	WORKFORCE CONNECTIONS	FEDERAL	(\$729,257)	
	Contract Description:	This is the third amendment to the original interlocal agreement which provides ongoing employment and training services to Dislocated Workers in southern Nevada as required by the Workforce Innovation and Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al.) This amendment decreases the maximum amount from \$3,206,656 to \$2,477,399 due to a transfer from the Dislocated Worker program to the Adult Program and a revised Title 1B Expenditure and Budget Plan resulting from the Department of Labor increasing fund allocations.				
	Term of Contract:	07/01/2016 - 06/30/2018	Contract # 17888			
22.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY DIVISION	WORKFORCE CONNECTIONS	FEDERAL	\$766,020	Exempt
	Contract Description:	This is the third amendment to the original interlocal agreement which provides ongoing employment and training services to Adults in southern Nevada as required by the Workforce Innovation and Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al.) This amendment increases the maximum amount from \$8,955,263 to \$9,721,283 due to a transfer to the Adult Program from the Dislocated Worker program and a revised Title IB Expenditure and Budget Plan resulting from the Department of Labor increasing fund allocations.				
	Term of Contract:	07/01/2016 - 06/30/2018	Contract # 17846			
23.	B011	LICENSING BOARDS AND COMMISSIONS - CONTRACTORS	J. A. SOLARI AND PARTNERS, LLC	FEE: LICENSE	\$100,755	Professional Service
	Contract Description:	This is a new contract to provide annual audited financial statements, semiannual cash receipt testing and accounting and consultation services as needed by the Board.				
	Term of Contract:	Upon Approval - 07/05/2019		Contract # 18852		

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 16964	Amendment Number: 1	
	Legal Entity Name: Adams Natural Resources Consulting Services, LLC	
Agency Name: ATTORNEY GENERAL'S OFFICE	Contractor Name: Adams Natural Resources Consulting Services, LLC	
Agency Code: 030	Address: 1238 Buzzy's Ranch Road	
Appropriation Unit: 1031-12	City/State/Zip: Carson City, NV 89701	
Is budget authority available?: Yes	Contact/Phone: 775-882-4201	
If "No" please explain: Not Applicable	Vendor No.: T27037804	
	NV Business ID: NV20151430090	

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.

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2015**

Anticipated BOE meeting date 08/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2017**

Contract term: **3 years**

4. Type of contract: **Contract**
Contract description: **Consultation**

5. Purpose of contract:

This is the first amendment to the original contract which provides ongoing services necessary to advance Nevada's Yucca Mountain legal efforts, including the state's participation in U.S. Nuclear Regulatory Commission licensing proceedings and other Yucca Mountain litigation, and oversight responsibilities as they relate to the proposed Yucca Mountain high-level nuclear waste program. This amendment extends the termination date of the contract from September 30, 2017 to September 30, 2018 and increases the maximum amount from \$300,000 to \$450,000 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:	\$300,000.00	\$300,000.00	\$300,000.00	Yes - Action
2. Amount of current amendment (#1):	\$150,000.00	\$150,000.00	\$150,000.00	Yes - Action
3. New maximum contract amount:	\$450,000.00			
and/or the termination date of the original contract has changed to:	09/30/2018			

II. JUSTIFICATION

7. What conditions require that this work be done?

Efforts to block the proposed Yucca Mountain repository

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

State employees do not have this expertise in this specialized field

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?

Former employee who has experience in this field

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	cschon1	06/05/2017 10:43:19 AM
Division Approval	cschon1	06/05/2017 10:43:21 AM
Department Approval	cschon1	06/05/2017 10:43:25 AM
Contract Manager Approval	cschon1	06/05/2017 10:43:29 AM
Budget Analyst Approval	myoun3	06/19/2017 16:44:02 PM
BOE Agenda Approval	lfree1	06/19/2017 16:44:36 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18860**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: Q&D CONSTRUCTION INC
Agency Code: 082	Contractor Name: Q&D CONSTRUCTION INC
Appropriation Unit: 1567-17	Address: PO BOX 10865
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89510-0835
If "No" please explain: Not Applicable	Contact/Phone: 775/786-2677
	Vendor No.: T81009604A
	NV Business ID: NV19671000639

To what State Fiscal Year(s) will the contract be charged? **2018-2021**

What is the source of funds that 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 #: 110653

2. Contract start date:

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

Anticipated BOE meeting date 07/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2021**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Owner CMAR Const Agr**

5. Purpose of contract:

This is a new contract to provide owner construction manager at risk (CMAR) services for the Northern Nevada Veterans Home located in Sparks; CIP Project No. 15-C77 and 17-C13; SPWD Contract No. 110653.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000,000.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2015 & 2017 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	amarangi	06/01/2017 13:46:07 PM
Division Approval	amarangi	06/01/2017 13:46:09 PM
Department Approval	amarangi	06/01/2017 13:46:11 PM
Contract Manager Approval	amarangi	06/01/2017 14:43:50 PM
Budget Analyst Approval	jrodrig9	06/01/2017 14:44:17 PM
BOE Agenda Approval	pnicks	06/07/2017 16:02:23 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18861**

Agency Name:	ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name:	AZTECH INSPECTIONS & TESTING, LLC
Agency Code:	082	Contractor Name:	AZTECH INSPECTIONS & TESTING, LLC
Appropriation Unit:	All Appropriations	Address:	4700 COPPER SAGE ST
Is budget authority available?:	Yes	City/State/Zip:	LAS VEGAS, NV 89115-0906
If "No" please explain:	Not Applicable	Contact/Phone:	CLAIRE KOHATSU 702-247-7645
		Vendor No.:	T27036634
		NV Business ID:	NV20091455548

To what State Fiscal Year(s) will the contract be charged? **2018-2019**

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 % Varies depending upon the project requiring this service.

Agency Reference #: 111238

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
Anticipated BOE meeting date 07/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**
Contract term: **1 year and 364 days**

4. Type of contract: **Contract**
Contract description: **Misc Serv Agr**

5. Purpose of contract:
This is a new contract to provide ongoing intermittent/on-call building inspector services for CIP projects in Southern Nevada: SPWD Contract No. 111238

6. NEW CONTRACT
The maximum amount of the contract for the term of the contract is: **\$100,000.00**
Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?
Building inspection services are required to ensure building safety and code compliance.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Professional Building Inspector 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	amarangi	06/01/2017 14:41:13 PM
Division Approval	amarangi	06/01/2017 14:41:15 PM
Department Approval	amarangi	06/01/2017 14:41:17 PM
Contract Manager Approval	amarangi	06/01/2017 14:41:18 PM
Budget Analyst Approval	jrodrig9	06/06/2017 18:59:43 PM
BOE Agenda Approval	pnicks	06/07/2017 14:38:02 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18863**

Agency Name:	ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name:	AZTECH INSPECTIONS & TESTING, LLC
Agency Code:	082	Contractor Name:	AZTECH INSPECTIONS & TESTING, LLC
Appropriation Unit:	All Appropriations	Address:	4700 COPPER SAGE ST
Is budget authority available?:	Yes	City/State/Zip:	LAS VEGAS, NV 89115-0906
If "No" please explain:	Not Applicable	Contact/Phone:	CLAIRE KOHATSU 702-247-7645
		Vendor No.:	T27036634
		NV Business ID:	NV20091455548

To what State Fiscal Year(s) will the contract be charged? **2018-2019**

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 % Varies depending upon the project requiring these services.

Agency Reference #: 111132

2. Contract start date:

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

Anticipated BOE meeting date 07/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Mat'l Tst Insp**

5. Purpose of contract:

This is a new contract to provide ongoing professional materials testing and inspection services as needed for CIP Projects: SPWD Contract No. 111132.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00**

Other basis for payment: Progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

Material testing and inspection services are required to ensure building safety and code compliance.

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

Professional Material Testing and Inspection 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	amarangi	06/01/2017 15:05:28 PM
Division Approval	amarangi	06/01/2017 15:05:30 PM
Department Approval	amarangi	06/01/2017 15:05:32 PM
Contract Manager Approval	amarangi	06/01/2017 15:05:34 PM
Budget Analyst Approval	jrodrig9	06/02/2017 16:39:34 PM
BOE Agenda Approval	pnicks	06/07/2017 14:41:21 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18846**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: GEOTEK INC
Agency Code: 082	Contractor Name: GEOTEK INC
Appropriation Unit: All Appropriations	Address: 6835 S ESCONDIDO ST SUITE A
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89119-3832
If "No" please explain: Not Applicable	Contact/Phone: DGOLDSTEIN@GEOTEKUSA.COM 702-939-1626
	Vendor No.: T27008145
	NV Business ID: NV19971339615

To what State Fiscal Year(s) will the contract be charged? **2018-2019**

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 % Varies depending upon the project requiring this service.

Agency Reference #: **111188**

2. Contract start date:

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

Anticipated BOE meeting date **07/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Geotech Inv Serv**

5. Purpose of contract:

This is a new contract to provide ongoing geotechnical investigation services as needed for CIP Projects: SPWD Contract No. 111188.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00**

Other basis for payment: **Progress payments based on services provided.**

II. JUSTIFICATION

7. What conditions require that this work be done?

Geotechnical investigation service are required to ensure building safety and code compliance.

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

Professional Geotechnical Investigation 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	amarangi	06/01/2017 14:23:17 PM
Division Approval	amarangi	06/01/2017 14:23:22 PM
Department Approval	amarangi	06/01/2017 14:23:24 PM
Contract Manager Approval	amarangi	06/01/2017 14:23:26 PM
Budget Analyst Approval	jrodrig9	06/02/2017 15:02:29 PM
BOE Agenda Approval	pnicks	06/07/2017 14:43:12 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: **18847**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: GEOTEK INC
Agency Code: 082	Contractor Name: GEOTEK INC
Appropriation Unit: All Appropriations	Address: 6835 S ESCONDIDO ST SUITE A
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89119-3832
If "No" please explain: Not Applicable	Contact/Phone: DGOLDSTEIN@GEOTEKUSA.COM 702-897-1424
	Vendor No.: T27008145
	NV Business ID: NV19971339615

To what State Fiscal Year(s) will the contract be charged? **2018-2019**

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 % Varies depending upon the project requiring this service.

Agency Reference #: 111187

2. Contract start date:

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

Anticipated BOE meeting date 07/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Mat'l Tst Insp**

5. Purpose of contract:

This is a new contract to provide ongoing professional materials testing and inspection services as needed for CIP Projects: SPWD Contract No. 111187.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00**

Other basis for payment: Progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

Material testing and inspection services are required to ensure building safety and code compliance.

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

Professional Material Testing and Inspection 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	amarangi	06/01/2017 14:14:21 PM
Division Approval	amarangi	06/01/2017 14:14:23 PM
Department Approval	amarangi	06/01/2017 14:14:26 PM
Contract Manager Approval	amarangi	06/01/2017 14:14:31 PM
Budget Analyst Approval	jrodrig9	06/02/2017 14:47:20 PM
BOE Agenda Approval	pnicks	06/07/2017 14:45:00 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18803**

Agency Name: DHHS - AGING AND DISABILITY SERVICES DIVISION Agency Code: 402 Appropriation Unit: 3280-04 Is budget authority available?: Yes If "No" please explain: Not Applicable	Legal Entity Name: BOARD OF REGENTS, OBO UNIVERSITY OF NEVADA, RENO Contractor Name: BOARD OF REGENTS, OBO UNIVERSITY OF NEVADA, RENO Address: 1664 N. Virginia St. Dept. of Psychology/MS 296 City/State/Zip: Reno, NV 89557 Contact/Phone: 775-682-8686 Vendor No.: D35000816 NV Business ID: Governmental Entity
--	--

To what State Fiscal Year(s) will the contract be charged? **2018-2019**

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

X 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: **07/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**
 Contract term: **1 year and 364 days**

4. Type of contract: **Interlocal Agreement**
 Contract description: **SRC Clinical Extern**

5. Purpose of contract:
This is a new interlocal agreement with the Psychology Department to provide one Clinical Psychology Extern to perform counseling and evaluations for people served under the supervision of agency's licensed psychologists.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$56,430.00**

Other basis for payment: Cost of \$28,215.00 each fiscal year 2018 and 2019 for 1,000 hours of service per year not to exceed 20 hours per week.

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 433.344 and 436.123, the Division and its agencies contract with qualified practitioners to deliver necessary services to consumers. This contract will also provide a setting for graduate education to enhance the agency's ability to attract and retain better qualified psychologists.

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

Sierra Regional Center has a limited number of Full Time Equivalent (FTE) staff to provide services, and use of externs will assist the agency to deliver services in a timely manner and comply with the Centers for Medicare and Medicaid Services (CMS) requirements for eligibility 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?

In accordance with NRS 277.180, the Agency has contracted with University of Nevada, Reno, to provide one Clinical Psychology Extern to perform counseling and evaluations for people serviced under the supervision of Sierra Regional Center licensed psychologists.

There are no indirect rates associated with 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:

2011-2013, MHDS, satisfactory
2013-current, ADSD, satisfactory

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbowma1	05/19/2017 09:02:13 AM
Division Approval	dbowma1	05/19/2017 09:02:17 AM
Department Approval	jkolenut	05/19/2017 12:03:15 PM
Contract Manager Approval	ltuttl1	05/24/2017 08:27:36 AM
Budget Analyst Approval	bwooldri	05/30/2017 16:59:38 PM
BOE Agenda Approval	nhovden	06/01/2017 12:48:50 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18503**

Agency Name: DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name: North Lake Tahoe Fire Protection District
Agency Code: 403	Contractor Name: North Lake Tahoe Fire Protection District
Appropriation Unit: 3243-24	Address: 866 Oriole Way
Is budget authority available?: Yes	City/State/Zip: Incline Village, NV 89451
If "No" please explain: Not Applicable	Contact/Phone: 775-831-0351
	Vendor No.:
	NV Business ID: Governmental Entity

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	64.70 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	35.30 % County

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2015**

Anticipated BOE meeting date 07/2017

Retroactive? **Yes**

If "Yes", please explain

This contract requires a retroactive start date due to the approval of the State Plan Amendment.

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

Contract term: **2 years and 273 days**

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

Contract description: **Emergency Transp.**

5. Purpose of contract:

This is a new interlocal agreement to provide Certified Public Expenditures reimbursement methodology for emergency transportation to Medicaid recipients and define the reporting requirements by entity in order to receive this type of reimbursement methodology. The contractor will provide services and bill the Medicaid Fiscal Agent for services rendered in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,752,130.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Fire District performs Medicaid Emergency Transportation services to Medicaid recipients. As a local governmental entity, the contractor is eligible to receive Certified Public Expenditures reimbursement methodology which allows the contractor to receive payment based on actual costs to provide services instead of the posted fee schedule. This reimbursement allows the state to maximize Medicaid federal funding for Nevada.

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

The State does not have the resources or expertise to provide these services.

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

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

NRS 277.180 authorizes one or more public agencies 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?

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	aree2	03/14/2017 10:44:39 AM
Division Approval	mlewi7	03/14/2017 18:00:15 PM
Department Approval	jkolenut	03/22/2017 16:31:38 PM
Contract Manager Approval	aree2	05/25/2017 14:35:25 PM
Budget Analyst Approval	drey nol2	06/06/2017 14:37:54 PM
BOE Agenda Approval	nhovden	06/06/2017 15:32:33 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor



RICHARD WHITLEY, MS
Director

MARTA JENSEN
Acting Administrator

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

MEMORANDUM

Date: March 14, 2017
TO: Debi Reynolds, Budget Analyst IV
FROM: Ambra Reed, Certified Contract Manager DHCFP
RE: North Lake Tahoe Fire Protection District

This memorandum requests that the above subject contract be approved for a retroactive start date effective October 1, 2015. The contract requires a retroactive start date to allow the State to pay the Fire Districts for services rendered. This contract was delayed due to the approval of the State Plan Amendment.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 17295	Amendment Number: 2	
Agency Name: DHHS - WELFARE AND SUPPORTIVE SERVICES	Legal Entity Name: FIDELITY INFORMATION SERVICES, LLC	Contractor Name: FIDELITY INFORMATION SERVICES, LLC
Agency Code: 407	Address: LLC	PO BOX 4535
Appropriation Unit: 3228-12	City/State/Zip: CAROL STREAM, IL 60197-4535	
Is budget authority available?: Yes	Contact/Phone: Brian Dugan 414/357-9133	
If "No" please explain: Not Applicable	Vendor No.: T27038949A	
	NV Business ID: NV19981232693	

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.

X	General Funds	47.50 %	Fees	0.00 %
X	Federal Funds	52.50 %	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 **01/12/2016**

Anticipated BOE meeting date 07/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **06/30/2018**

Termination Date:

Contract term: **2 years and 169 days**

4. Type of contract: **Contract**

Contract description: **EBT Services**

5. Purpose of contract:

This is the second amendment to the original assignment contract which provides electronic benefits services. This amendment increases the maximum amount from \$4,705,937 to \$4,865,937 due to the increased need based on projected caseloads.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$4,668,692.00	\$4,668,692.00	\$4,668,692.00	Yes - Action
a. Amendment 1:	\$37,245.00	\$4,705,937.00	\$4,705,937.00	Yes - Info
2. Amount of current amendment (#2):	\$160,000.00	\$160,000.00	\$197,245.00	Yes - Action
3. New maximum contract amount:	\$4,865,937.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Supplemental Nutrition Assistance Program requires EBT services to Welfare clients who meet the requirements for assistance.

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 perform this type of work.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

This is a partial assignment of the current EBT and debit card services contract from JP Morgan to FIS.

d. Last bid date: Anticipated re-bid date: 07/03/2017

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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	bberry	05/24/2017 14:44:33 PM
Division Approval	bberry	05/25/2017 17:08:18 PM
Department Approval	jkolenut	05/26/2017 11:32:18 AM
Contract Manager Approval	sjon23	05/30/2017 09:28:44 AM
Budget Analyst Approval	nhovden	06/01/2017 14:26:09 PM
BOE Agenda Approval	nhovden	06/01/2017 14:26:14 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: **18456**

Agency Name:	DHHS - WELFARE AND SUPPORTIVE SERVICES	Legal Entity Name:	REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
Agency Code:	407	Contractor Name:	REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
Appropriation Unit:	3230-15	Address:	COMMISSION OF SOUTHERN NEVADA 600 S GRAND CENTRAL PKWY # 350
Is budget authority available?:	Yes	City/State/Zip:	LAS VEGAS, NV 89106-4512
If "No" please explain:	Not Applicable	Contact/Phone:	702-676-1500
		Vendor No.:	T29032694
		NV Business ID:	Gov't Entity
To what State Fiscal Year(s) will the contract be charged?	2018-2021		

What is the source of funds that will be used to 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 07/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2021**

Contract term: **4 years**

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

Contract description: **TANF NEON**

5. Purpose of contract:

This is a new interlocal agreement that continues ongoing bus passes to eligible participants which facilitates transportation for work-eligible candidates who must participate in work activities as a condition of receiving benefits.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,560,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Providing bus passes to TANF eligible recipients assists them in fulfilling required job seeking activities.

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

Regional Transportation Commission is a public agency that provides public transit services.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

currently under contract with DWSS and providing satisfactory service.

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

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

Not Applicable

14. The contractor is 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	jhoba2	03/16/2017 15:47:46 PM
Division Approval	bberry	05/24/2017 16:30:28 PM
Department Approval	jkolenut	05/26/2017 09:32:02 AM
Contract Manager Approval	mlynn	05/26/2017 11:06:00 AM
Budget Analyst Approval	nhovden	06/01/2017 13:56:30 PM
BOE Agenda Approval	nhovden	06/01/2017 13:56:35 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18821**

Agency Name: **DEPARTMENT OF CORRECTIONS**
Agency Code: **440**
Appropriation Unit: **3760-09**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **Rentokil North America, Inc.**
Contractor Name: **Rentokil North America, Inc.**
Address: **DBA Western Exterminator Co.
2943 E. Alexander Road
No Las Vegas, NV 89030**
City/State/Zip: **No Las Vegas, NV 89030**
Contact/Phone: **Jesse B. Church 702/643-0998**
Vendor No.: **PUR0005242**
NV Business ID: **NV20101438952**

To what State Fiscal Year(s) will the contract be charged? **2018-2021**

What is the source of funds that 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 **07/06/2017**

Anticipated BOE meeting date 07/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2021**

Contract term: **3 years and 360 days**

4. Type of contract: **Contract**

Contract description: **Pest Control**

5. Purpose of contract:

This is a new contract that continues ongoing regularly scheduled pest control services at the following correctional facilities: Casa Grande Transitional Housing, Florence McClure Women's Correctional Center, High Desert State Prison, Jean Conservation Camp, Southern Desert Correctional Center and Three Lakes Valley Conservation Camp.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$119,456.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

For the health and safety of staff and inmates.

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

The department maintenance staff do not have the expertise and/or equipment necessary to provide pest control services. No other State agency offers these services.

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

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

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

Global Pest Control
Orkin Pest
Western Exterminator Co.

b. Solicitation Waiver: **Not Applicable**

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

The RFP was sent out by State Purchasing to 291 vendors from their Vendor Management System plus 9 others from the State Purchasing Development form. Pursuant to RFP 3428, 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: 04/05/2017 Anticipated re-bid date: 01/15/2021

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

FY01 to current with Nevada Department of Corrections. Service has been verified as satisfactory

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bweisent	05/18/2017 12:03:04 PM
Division Approval	amonro1	05/18/2017 13:07:52 PM
Department Approval	sewart	05/19/2017 07:28:16 AM
Contract Manager Approval	jhardy	05/26/2017 10:12:58 AM
Budget Analyst Approval	bmacke1	06/08/2017 11:14:07 AM
BOE Agenda Approval	pnicks	06/08/2017 11:27:55 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18820**

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: 4171-15	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: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2018-2019**

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	63.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	37.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2017**

Anticipated BOE meeting date **07/2017**

Retroactive? **Yes**

If "Yes", please explain

The Joint Funding Agreement and supporting documents were not submitted in time to qualify for the June Meeting of the Board of Examiners. This contract will be on the July 5, 2017 agenda, so the agency requests the agreement to be retroactive to July 1, 2017.

3. Termination Date: **06/30/2019**

Contract term: **1 year and 364 days**

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

Contract description: **South Fork JFA**

5. Purpose of contract:

This is a new Joint Funding Agreement to provide a monitoring program for the South Fork of the Humboldt River consisting of two streamflow gages and data collection platforms.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$74,740.00**

Payment for services will be made at the rate of \$5,885.00 per quarter

Other basis for payment: The state portion is \$47,080 and the USGS portion is \$27,660.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State Engineer requires the information provided by this program to fulfill the responsibility of protecting existing downstream water rights.

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: **Not Applicable**

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 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	05/22/2017 11:09:59 AM
Division Approval	bkordono	05/22/2017 11:10:03 AM
Department Approval	kwilliam	05/23/2017 09:16:46 AM
Contract Manager Approval	bkordono	05/23/2017 10:15:17 AM
Budget Analyst Approval	cpalme2	05/25/2017 10:31:47 AM
BOE Agenda Approval	cmurph3	05/26/2017 14:15:37 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: CURTIS PALMER, BUDGET ANALYST
MICHELINE FAIRBANK, DEPUTY ATTORNEY GENERAL
BRADLEY CROWELL, DIRECTOR DEPARTMENT OF CONSERVATION AND
NATURAL RESOURCES

FROM: MATT DILLON, WATER RESOURCE SPECIALIST

THROUGH: JASON KING, P.E., STATE ENGINEER

SUBJECT: JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY FOR THE
SOUTH FORK HUMBOLDT RIVER MONITORING PROGRAM

DATE: May 23, 2017

Accompanying this memorandum are the proposed Joint Funding Agreement (JFA) for the South Fork Humboldt River Monitoring Program (Program) and associated documents for fiscal years 2018- 2019. The Program consists of a hydrologic monitoring network of 2 continuous streamflow gages. The General Fund funds the Program through Budget Account 4171, Category 15. The U.S. Geological Survey performs all work. The JFA start date is July 1, 2017. The term of the JFA is from July 1, 2017 through June 30, 2019. The JFA and supporting documents are not submitted in time to qualify for the June meeting of the Board of Examiners. It is likely the JFA will be on the July 5 Board of Examiners agenda and eligible for approval after the start date. I apologize for missing the deadline for the June Board of Examiners meeting. Missing the deadline for the June meeting is the result of my oversight. I began processing the documents too late to file in time with the Budget office.

Should you have any questions or comments regarding this matter, please do not hesitate to contact me at 684-2856.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18838**

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: 4171-12	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 Berris 775-887-7600
	Vendor No.: T80838030
	NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2018-2019**

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

X 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 **07/01/2017**

Anticipated BOE meeting date **07/2017**

Retroactive? **Yes**

If "Yes", please explain

The Division of Water Resources received the Joint Funding Agreement from the U.S. Geological Survey on May 11, 2017, two days after the deadline of May 9, 2017 to be eligible for the June Board of Examiners meeting. This contract will be on the July 5, 2017 agenda, so the agency requests the agreement be retroactive to July 1, 2017.

3. Termination Date: **06/30/2019**

Contract term: **1 year and 364 days**

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

Contract description: **Base Hydrology JFA**

5. Purpose of contract:

This is a new Joint Funding Agreement to provide the operation and maintenance of a streamflow network of 24 gages and 1 reservoir gage, groundwater level data collection, data entry and review, and publication of the data to the internet and an annual publication.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$787,660.00**

Payment for services will be made at the rate of \$55,437.50 per quarter

Other basis for payment: The state portion is \$443,500 and the USGS portion is \$344,160.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a program monitoring streamflows and groundwater levels used to assist the State Engineer in the management of the water resources of Nevada.

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: **Not Applicable**

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

The U.S. Geological Survey has the necessary equipment 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 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	05/22/2017 11:01:39 AM
Division Approval	bkordono	05/22/2017 11:01:42 AM
Department Approval	kwilliam	05/23/2017 09:40:29 AM
Contract Manager Approval	bkordono	05/23/2017 10:09:45 AM
Budget Analyst Approval	cpalme2	05/25/2017 10:46:41 AM
BOE Agenda Approval	cmurph3	05/26/2017 14:26:09 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: CURTIS PALMER, BUDGET ANALYST
MICHELINE FAIRBANK, DEPUTY ATTORNEY GENERAL
BRADLEY CROWELL, DIRECTOR DEPARTMENT OF CONSERVATION AND
NATURAL RESOURCES

FROM: MATT DILLON, WATER RESOURCE SPECIALIST 

THROUGH: JASON KING, P.E., STATE ENGINEER

SUBJECT: JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY FOR THE
BASE HYDROLOGY MONITORING PROGRAM

DATE: May 23, 2017

Accompanying this memorandum are the proposed Joint Funding Agreement (JFA) for the Base Hydrology Monitoring Program (Program) and associated documents for fiscal years 2018- 2019. The Program consists of a hydrologic monitoring network of 24 continuous streamflow gages, a reservoir contents gage and annual groundwater level measurements made in 40 basins throughout Nevada. The General Fund funds the Program through Budget Account 4171, Category 12. The U.S. Geological Survey performs all work. The contract start date is July 1, 2017. The term of the JFA is from July 1, 2017 through June 30, 2019. The JFA and supporting documents are not submitted in time to qualify for the June meeting of the Board of Examiners. It is likely the JFA will be on the July 5 Board of Examiners agenda and eligible for approval after the start date for the JFA. I apologize for missing the deadline for the June Board of Examiners meeting. The Division of Water Resources received the JFA from the U.S. Geological Survey on May 11, two days after the deadline of May 9 to be eligible for the June Board of Examiners meeting agenda.

Should you have any questions or comments regarding this matter, please do not hesitate to contact me at 684-2856.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18753**

Agency Name: DCNR - ENVIRONMENTAL PROTECTION	Legal Entity Name: Southern Nevada Health District
Agency Code: 709	Contractor Name: Southern Nevada Health District
Appropriation Unit: 3197-10	Address: PO Box 3902
Is budget authority available?: No	City/State/Zip: Las Vegas, NV 89107
If "No" please explain: Legislatively approved amount for budget account 3197, category 10, FY18-19 is \$96,152 each year. Historically, the agency has not exceeded this amount. If the annual full contract amount of \$125,000 were needed, the agency would be transfer the additional funds at that time from the revolving fund budget account 3189.	Contact/Phone: Andrew Glass 702-759-0875
	Vendor No.: T27001231B
	NV Business ID: Government Entity

To what State Fiscal Year(s) will the contract be charged? **2018-2019**
 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 #:	DEP 18-003		

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2017**
 Anticipated BOE meeting date 07/2017

Retroactive? **Yes**

If "Yes", please explain

The Pubic Water System agreement is renewed and ratified every 2 years. This iteration of the agreement renewal is expected to be heard and ratified by the Southern Nevada Health District prior to June 30, 2017. The agreement funds 95% of the Program Lead and a portion of three SNHD program support staff. To avoid a gap in necessary program activities/services it was necessary to execute this new agreement effective July 1, 2017.

3. Termination Date: **06/30/2019**
 Contract term: **1 year and 364 days**
 4. Type of contract: **Interlocal Agreement**
 Contract description: **Water Law/Mgmt Svcs**

5. Purpose of contract:

This is a new interlocal agreement that continues ongoing assistance in applying Nevada laws governing public water systems. The contractor will conduct and document sanitary surveys within Clark County; review and update the Safe Drinking Water Information System; participate in the training programs; and assist the state in implementing the new US Environmental Protection Agency rules.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00**
 Other basis for payment: Invoiced expenses per quarter not to exceed \$125,000.00 per year.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 445A.925 requires the NDEP and district boards of health to implement Nevada laws and regulations covering public water systems.

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

NRS 445A.925 requires the NDEP and district boards of health to implement Nevada's public water system laws within their jurisdiction. Implementation at the local level allows the agency to be more responsive to public health issues and emergencies.

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

Yes If "Yes", please explain

Southern Nevada Health District is a local government agency.

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 original contract was first approved for October 1, 2006 to June 30, 2009 with NDEP/BSDW. Then again 07/09-06/30/2011, 07/11-06/30/2013, 07/13-06/30/2015 and 07/15-06/30/2017. Southern Nevada Health District has provided very good service over the previous years.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ahanso1	05/02/2017 11:45:09 AM
Division Approval	mnguyen	06/01/2017 08:16:46 AM
Department Approval	mnguyen	06/01/2017 08:16:50 AM
Contract Manager Approval	kkochen	06/01/2017 09:36:38 AM
Budget Analyst Approval	cpalme2	06/07/2017 08:10:27 AM
BOE Agenda Approval	cmurph3	06/07/2017 09:42:59 AM
BOE Final Approval	Pending	



DATE: June 7, 2017

TO: Curtis Palmer, Executive Branch Budget Officer

FROM: Kathryn Kochen, BSDW Contract Manager

SUBJECT: Request for Contract Processing for July BOE Meeting – Southern Nevada Health District

I respectfully request your approval to process the attached contract for the July Board of Examiners' (BOE) meeting.

This contract was originally scheduled to be submitted by the May 8th deadline. There was a delay, due to new personnel in the Southern Nevada Health District. The Southern Nevada Board approval process deadline dates were not met. This submission was intended for the June 13, 2017, BOE meeting.

The Agency Deadline for the July BOE meeting was June 1st. However, due to the delay in getting the approval from the Southern Nevada Board, the NDEP respectfully requests that the Department of Administration process this contract in July. This contract provides support to the NDEP Bureau of Safe Drinking Water for the Safe Drinking Water Information System (SDWIS) and GEC's proprietary add-on tools that support and streamline NDEP's daily business needs. The SDWIS database is a federal system for managing data associated with public water supply systems and reporting data to the USEPA.

Please let me know if there are any questions regarding our request, 687-9518.
Thank you.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17533** Amendment Number: **2**

Agency Name: **B&I - INDUSTRIAL RELATIONS DIV** Legal Entity Name: **CapTech Ventures**

Agency Code: **742** Contractor Name: **CapTech Ventures**

Appropriation Unit: **4680-26** Address: **7100 Forest Ave, 2nd Flr.**

Is budget authority available?: **Yes** City/State/Zip: **Richmond, VA 23266**

If "No" please explain: **Not Applicable** Contact/Phone: **Adam Hofheimer 804-545-3384**

To what State Fiscal Year(s) will the contract be charged? **2016-2018** Vendor No.: **T32003965**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources. NV Business ID: **NV20161024271**

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Workers' Compensation and Safety Fund

Agency Reference #: **RFP# 3212**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/12/2016**

Anticipated BOE meeting date **07/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years and 79 days**

4. Type of contract: **Contract**

Contract description: **New IT system**

5. Purpose of contract:

This is the second amendment to the contract which develops and implements an automated claims and case management system for the Workers' Compensation Section. This amendment increases the contract amount by \$100,000 in order for the contractor to develop, test and implement additional software functionality.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$2,335,000.00	\$2,335,000.00	\$2,335,000.00	Yes - Action
a. Amendment 1:	\$0.00	\$2,335,000.00	\$2,335,000.00	No
2. Amount of current amendment (#2):	\$100,000.00	\$100,000.00	\$100,000.00	Yes - Action
3. New maximum contract amount:	\$2,435,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The current database system has proven to be counter-productive and a resource drain of time, personnel and money during more than 7 years of operation. Continued use of the current system in addition to the ongoing time and personnel issues involved exacerbates ongoing data corruption which may make some data unretrievable in the future.

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

The State does not have the resources or expertise to provide 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):

CapTech Ventures Inc
Micropact
R S Consulting Services

b. Solicitation Waiver: **Not Applicable**

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

The selected vendor offers the best value to the State.

d. Last bid date: 10/12/2015 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	ljon13	06/02/2017 15:15:10 PM
Division Approval	ljon13	06/02/2017 15:15:13 PM
Department Approval	sbailey	06/05/2017 08:49:53 AM
Contract Manager Approval	rryan	06/05/2017 09:02:50 AM
DoIT Approval	rkeith	06/05/2017 09:22:43 AM
Budget Analyst Approval	aurruty	06/20/2017 09:36:26 AM
BOE Agenda Approval	lfree1	06/20/2017 09:37:56 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: **18779**

Agency Name: B&I - INDUSTRIAL RELATIONS DIV	Legal Entity Name: KPS3 Inc.
Agency Code: 742	Contractor Name: KPS3 Inc.
Appropriation Unit: 4685-15	Address: 50 West Liberty Street
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89501
If "No" please explain: Not Applicable	Contact/Phone: Stephanie Kruse 775-3344313
	Vendor No.: PUR0004720
	NV Business ID: NV19941094961
To what State Fiscal Year(s) will the contract be charged? 2018-2019	

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	33.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	67.00 % Workers Compensation Assessment fund

2. Contract start date:

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

Anticipated BOE meeting date: **07/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Multi-Media Contract**

5. Purpose of contract:

This is a new contract to continue providing multimedia workplace safety and health education information.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00**

Other basis for payment: Hourly and flat rates as detailed within contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 618.353 requires the Division of Industrial Relations to conduct workplace safety and health education and informational programs in Nevada to promote safe practices and increase the recognition, avoidance and prevention of unsafe and unhealthy work conditions. This contract also supports our 21(d) federal cooperative agreement 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 expertise to provide these services. Our marketing campaigns include search engine optimization and Google AdWords. The contract also supports development of pamphlets, handouts, newspaper adds, and other multimedia and online advertising.

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):

The Glenn Group
Crearmagnum
KPS3
Penna Powers

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3415, 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: 03/08/2017 Anticipated re-bid date: 03/08/2019

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:

Since 1992, Business & Industry.
KPS3 has had the multimedia contract for SCATS for more than 25 years. They have performed a variety of tasks, always exceeding expectations and with high-quality results. In 2016 SCATS was awarded the Onsite Consultation Achievement Recognition Award for the Google AdWords campaign developed and implemented by KPS3. This contractor continues to be innovative in developing new marketing strategies to increase our ability to reach employers throughout Nevada.

13. Is the contractor currently involved in litigation with the State 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	ljon13	06/06/2017 15:16:37 PM
Division Approval	ljon13	06/06/2017 15:16:40 PM
Department Approval	sbailey	06/08/2017 10:37:35 AM
Contract Manager Approval	smcge2	06/08/2017 10:46:47 AM
Budget Analyst Approval	aurruty	06/08/2017 10:52:35 AM
BOE Agenda Approval	lfree1	06/09/2017 15:25:41 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: **17066** Amendment Number: **3**

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** City/State/Zip: **MURRIETA, CA 92563**

If "No" please explain: **Not Applicable** Contact/Phone: **866/975-2774**

Vendor No.: **PUR0005058**

NV Business ID: **NV20061744755**

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 %
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 07/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2019**

Contract term: **4 years and 10 days**

4. Type of contract: **Contract**

Contract description: **UPS Maintenance**

5. Purpose of contract:

This is the third amendment to the original contract which provides the maintenance and emergency services to back-up power systems for the Department. This amendment incorporates the recently installed UPS located at 8250 W. Flamingo, Las Vegas on to the maintenance contract. This amendment increases the maximum amount from \$170,700.00 to \$180,190.00 due to the additional required maintenance and any unanticipated repairs.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$26,480.00	\$26,480.00	\$26,480.00	Yes - Info
a. Amendment 1:	\$99,425.00	\$125,905.00	\$125,905.00	Yes - Action
b. Amendment 2:	\$44,795.00	\$71,275.00	\$44,795.00	Yes - Info
2. Amount of current amendment (#3):	\$9,490.00	\$9,490.00	\$54,285.00	Yes - Action
3. New maximum contract amount:	\$180,190.00			

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	nkephart	05/26/2017 15:21:17 PM
Division Approval	nkephart	05/26/2017 15:21:22 PM
Department Approval	cmunoz	05/26/2017 16:03:05 PM
Contract Manager Approval	hazevedo	05/26/2017 16:42:42 PM
Budget Analyst Approval	pnicks	06/01/2017 13:32:13 PM
BOE Agenda Approval	pnicks	06/01/2017 13:32:19 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: **18494**

Agency Name:	DETR - EMPLOYMENT SECURITY DIVISION	Legal Entity Name:	Las Vegas Global Economic Alliance
Agency Code:	902	Contractor Name:	Las Vegas Global Economic Alliance
Appropriation Unit:	4770-23	Address:	6720 Via Austi Parkway Suite 330
Is budget authority available?:	Yes	City/State/Zip:	Las Vegas, NV 89119
If "No" please explain:	Not Applicable	Contact/Phone:	Jonas Peterson, 702-522-3336
		Vendor No.:	T80096530
		NV Business ID:	NV19561000163

To what State Fiscal Year(s) will the contract be charged? **2017-2018**

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 %

Agency Reference #: 3025-18-EDO

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/01/2016**

Anticipated BOE meeting date 07/2017

Retroactive? **Yes**

If "Yes", please explain

This is the first time the Department of Labor will provide funding to support States in their efforts to expand and diversify Registered Apprenticeship to better respond to industry workforce demands. Each geographic area has one Regional Development Authority (RDA).

3. Termination Date: **04/30/2018**

Contract term: **1 year and 180 days**

4. Type of contract: **Contract**

Contract description: **PromoteApprenticeshp**

5. Purpose of contract:

This is a new contract to provide employer outreach for apprenticeship programs, as well as, assistance with program development, application processes and identification of registered apprenticeship opportunities with employers.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$152,770.00**

Payment for services will be made at the rate of \$152,770.00 per Contract

II. JUSTIFICATION

7. What conditions require that this work be done?

This is the first time the Department of Labor will provide funding to support States in their efforts to expand and diversify registered apprenticeship to better respond to industry workforce demands. A regional development authority has the capacity to gather demographic information, economic analyses which will assist in marketing Registered Apprenticeship to businesses.

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

A Regional Development Authority must be used. It is mentioned through the grant state alignment with workforce, education and economic development strategies.

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):

Economic Development Authority of Western Nevada

b. Solicitation Waiver: **Not Applicable**

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

A solicitation waiver justification was submitted and approved by the State Purchasing Division. Approval #170301

d. Last bid date: 11/01/2016 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	jbende2	05/22/2017 09:28:41 AM
Division Approval	jmcentee	05/24/2017 09:01:43 AM
Department Approval	jmcentee	05/24/2017 09:01:45 AM
Contract Manager Approval	dohl0	06/01/2017 14:43:06 PM
Budget Analyst Approval	tgreenam	06/06/2017 14:17:09 PM
BOE Agenda Approval	sbrown	06/12/2017 11:19:47 AM
BOE Final Approval	Pending	

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

Purchasing Use Only:	
Approval#:	170301

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:		
	State Agency:	Department of Employment, Training & Rehabilitation	
	Contact Name and Title	Phone Number	Email Address
	Dennis Perea, Deputy Director, De Salazar, Program Specialist	702-486-6637 702-486-0541	daperea@nvdetr.org mdsalazar@nvdetr.org

Vendor Information:	
Identify Vendor:	Las Vegas Global Economic Alliance (LVGEA)
Contact Name:	Jonas Peterson
Address:	6720 Via Austi Parkway, Suite 330, Las Vegas, NV 89119
Telephone Number:	702-522-3336
Email Address:	jonasp@lvgea.org

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	Single Source
	Professional Service Exemption:	x

Contract Information:				
1d	Is this a new Contract?	Yes	x	No
	Amendment:	#		
	CETS:	#		

1e	Term:				
	One (1) Time Purchase:				
	Contract:	Start Date:	11/01/2016	End Date:	04/30/2018

1f	Funding:	
	State Appropriated:	
	Federal Funds:	
	Grant Funds:	\$152,770
	Other (Explain):	

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	\$152,770

Provide a description of work/services to be performed or commodity/good to be purchased:

2 This is the first time the Department of Labor will provide funding to support States in their efforts to expand and diversify Registered Apprenticeship to better respond to industry workforce demands. Each geographic area has one Regional Development Authority (RDA). For Southern Nevada it is the Las Vegas Global Economic Alliance (LVGEA). The Las Vegas Global Economic Alliance's primary responsibility will be is to use their influence with their employers to enlist them into creating apprenticeships by changing the perception of apprenticeship, promote apprenticeship as a viable workforce development tool and help employers navigate the apprenticeship program process.

What are the unique features/qualifications required for this service or good that are not available from any other vendor:

3 This is the first time that the Department of Labor will provide funding to support States in their efforts to expand and diversify Registered Apprenticeship (RA) to better respond to industry workforce demands. The grant specifically specifies collaborating and working closely with industry, workforce intermediaries and regional development authorities. Each geographic area within the State has one Regional Development Authority (RDA). The Las Vegas Global Economic Alliance is the only RDA in this geographical area. The Las Vegas Global Economic Alliance has the capacity to reach out to many employers to market RA. There are approximately 56,762 employers in Southern Nevada and the population is 2,164,403 according to Research and Analysis Bureau, Department of Employment, Training and Rehabilitation. LVGEA has the resources and ability to connect and market RA to its members (industries in the regional community).

The offer for services was extended to the Economic Development Authority of Western Nevada (EDAWN) and due to other pressing economic development commitments EDAWN declined. LVGEA has the resources and ability to connect and market RA to its members (industries in the regional community). LVGEA is a state-sanctioned regional economic development authority. LVGEA works closely with the Governor's Office of Economic Development (GOED) in attracting new and existing companies. Las Vegas Global Economic Authority can target not only the traditional but non-traditional industries; such as advanced manufacturing, IT, education, cyber security, and health care as requested in the grant. Additionally the Las Vegas Global Economic Authority has a program called FutuReady that introduces students with high growth industries for student internship, which could work into an apprenticeship. LVGEA has the capacity to gather demographic information, economic analyses, as well as other vital information which will assist in marketing RA to businesses. LVGEA works closely with the Governor's Office of Economic Development (GOED) in attracting new and existing companies. LVGEA is a state-sanctioned regional economic development authority. LVGEA has the resources and ability to connect and market RA to its members (industries in the regional community).

Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:

4 The offer for services was extended to the Economic Development Authority of Western Nevada (EDAWN) and due to other pressing economic development commitments EDAWN declined. There are no other Regional Development Authorities in this geographical location (Southern Nevada). The Department of Labor specifically asked grantees to explain how they would work with economic development groups to enhance the success of the grant. It is mentioned throughout the grant state alignment with workforce, education and economic development strategies. The Department of Employment, Training and Rehabilitation would not have submitted a grant application if LVGEA had not accepted the request for services.

This is the first time that the Department of Labor will provide funding to support States in their efforts to expand and diversify Registered Apprenticeship (RA) to better respond to industry workforce demands. The grant specifically specifies collaborating and working closely with industry, workforce intermediaries and regional development authorities. Each geographic area within the State has one Regional Development Authority (RDA). The Las Vegas Global Economic Alliance (LVGEA) is the only RDA to have the capacity to reach out to so many employers to market RA. LVGEA is the leader in collaborating with other economic development authorities such as City of Las Vegas, City of Henderson, and City of North Las Vegas and other stakeholders. Other vendors do not have the programs or models in place to market and expand apprenticeship in Nevada to both traditional and non-traditional industries. LVGEA has the BizConnect network which can connect to all industries in the area. With this network in place it can reach out to all industries in this geographical area. With the community resources available to LVGEA they will be able to help expand and diversify RA to new sectors and the under-served populations. LVGEA collaborates and works closely with GOED, Clark County School District, Office of Workforce Innovation, Community Colleges and Economic Development Authorities in Northern and Southern Nevada. In collaboration and partnership with these entities it will help bring awareness in helping shape apprenticeship opportunities.

5	Were alternative services or commodities evaluated? Check One.		Yes:	<input checked="" type="checkbox"/>	No:	<input 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>					
	The offer for services was extended to the Economic Development Authority of Western Nevada (EDAWN) and due to other pressing commitments EDAWN declined. LVGEA has the resources and ability to connect and market RA to its members (industries in the regional community). LVGEA is a state-sanctioned regional economic development authority. LVGEA works closely with the Governor's Office of Economic Development (GOED) in attracting new and existing companies. The Department of Employment, Training and Rehabilitation would not have submitted a grant application if LVGEA had not accepted the request for services.					
b. <i>If not, why were alternatives not evaluated?</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 <u>MUST</u> accompany this request.				Yes:	<input type="checkbox"/>	No:	<input checked="" 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>	
			\$					
			\$					
			\$					

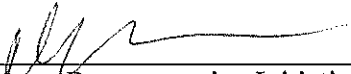
7 **What are the potential consequences to the State if the waiver request is denied and the service or**

The offer for services was extended to the Economic Development Authority of Western Nevada (EDAWN) and due to other pressing economic development commitments EDAWN declined. If the Las Vegas Global Economic Development had not accepted our request for this proposal it surely would fail.

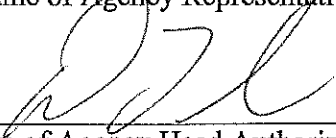
8 **What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?**
 The offer for services was extended to the Economic Development Authority of Western Nevada (EDAWN) and due to other pressing economic development commitments EDAWN declined. LVGEA has the resources and ability to connect and market RA to its members (industries in the regional community). LVGEA is a state-sanctioned regional economic development authority. Because of the vast population of 2,164,403 in Southern Nevada and the 56,762 employers established in Southern Nevada, LVGEA is the only economic develop authority that can market apprenticeship to new sectors and the underserved populations.

9	Will this purchase obligate the State to this vendor for future purchases? <i>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</i>	Yes:	<input checked="" type="checkbox"/>	No:	<input checked="" type="checkbox"/>
	a. <i>If yes, please provide details regarding future obligations or needs.</i>				
<p><i>Note: Department of Labor is anticipating adding two additional rounds of funding. If at that time Nevada is successful in winning the grant, potentially the scope of work would be expanded statewide. The Department of Employment, Training and Rehabilitation will apply for any additional funding. The Department of Employment, Training and Rehabilitation would not have submitted a grant application if LVGEA had not accepted the request for services. The offer for services was extended to the Economic Development Authority of Western Nevada (EDAWN) and due to other pressing economic development commitments EDAWN declined.</i></p>					

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


Agency Representative Initiating Request

Dennis A. Perea
Print Name of Agency Representative Initiating Request 2-13-17
Date


Signature of Agency Head Authorizing Request

DONNA L. SODERBERG
Print Name of Agency Head Authorizing Request 2/13/17
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.

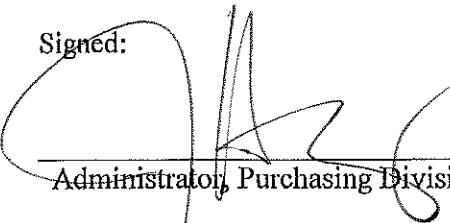
Department of ~~Employment~~ Employment, Training & Rehabilitation
Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review Date

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

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

Signed: 
Administrator, Purchasing Division or Designee 3-6-2017
Date

Brian Sandoval
Governor




Don Soderberg
Director

Office of the Director

MEMORANDUM

Date: June 6, 2017

To: Tiffany Greenameyer, Executive Branch Budget Officer
Governor's Finance Office – Budget Division

From: 
Jennifer McEntee, Chief Financial Officer

SUBJECT: Retroactive Contract

The Department of Employment, Training and Rehabilitation (DETR) respectfully requests approval of the attached contract with Las Vegas Global Economic Alliance (LVGEA) retroactive to November 1, 2016.

The grant application named LVGEA as a partner for marketing and outreach purposes. Their primary responsibilities are employer outreach, program development, identification of existing apprenticeships and creation of an online apprenticeship/internship matchmaking website. As a partner under the grant, LVGEA will help identify and bring together workforce specialists across the state to identify current resources, examine and learn from other successful states, and perform a needs assessment.

The effective date of the grant and funding for this contract is November 1, 2016. The contract is written to coincide with the effective date of the grant to allow DETR to utilize resources developed by LVGEA since that time.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 17836	Amendment Number: 3
Agency Name: DETR - EMPLOYMENT SECURITY DIVISION	Legal Entity Name: NEVADAWORKS
Agency Code: 902	Contractor Name: NEVADAWORKS
Appropriation Unit: 4770-11	Address: NEVADAWORKS 6490 S MCCARRAN BLVD A, SUITE
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89509-6119
If "No" please explain: Not Applicable	Contact/Phone: 775/284-1338
	Vendor No.: T27003177
	NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2017-2018**

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 %

Agency Reference #: **PY16-A-01-WIOA**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date **07/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **1 year and 364 days**

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

Contract description: **WIOA Adult Funds**

5. Purpose of contract:

This is the third amendment to the original interlocal agreement which provides ongoing employment and training services to Adults in northern Nevada as required by the Workforce Innovation and Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al.) This amendment increases the maximum amount from \$2,303,479 to \$2,658,598 due to a transfer to the Adult Program from the Dislocated Worker Program and a revised Title 1B Expenditure and Budget Plan resulting from the Department of Labor increasing fund allocations.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$2,311,781.00	\$2,311,781.00	\$2,311,781.00	Yes - Action
a. Amendment 1:	\$0.00	\$2,311,781.00	\$2,311,781.00	No
b. Amendment 2:	-\$8,302.00	\$2,303,479.00	\$2,303,479.00	No
2. Amount of current amendment (#3):	\$355,119.00	\$346,817.00	\$346,817.00	Yes - Action
3. New maximum contract amount:	\$2,658,598.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

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

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIOA.

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Nevadaworks has been under contract with the Department of Employment, Training and Rehabilitation since 1999 and has performed satisfactorily.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbende2	05/25/2017 15:42:57 PM
Division Approval	rolso1	05/26/2017 09:12:22 AM
Department Approval	vleigh	06/01/2017 10:24:17 AM
Contract Manager Approval	dohl0	06/01/2017 10:31:54 AM
Budget Analyst Approval	sbrown	06/12/2017 10:54:49 AM
BOE Agenda Approval	sbrown	06/12/2017 11:18:42 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: **17841** Amendment Number: **3**
 Agency Name: **DETR - EMPLOYMENT SECURITY DIVISION** Legal Entity Name: **NEVADAWORKS**
 Agency Code: **902** Contractor Name: **NEVADAWORKS**
 Appropriation Unit: **4770-11** Address: **NEVADAWORKS**
6490 S MCCARRAN BLVD A SUITE 1
 Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89509-6119**
 If "No" please explain: **Not Applicable** Contact/Phone: **775/284-1338**
 Vendor No.: **T27003177**
 NV Business ID: **Governmental Entity**

To what State Fiscal Year(s) will the contract be charged? **2017-2018**

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 %

Agency Reference #: **PY16-DW-01-WIOA**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**
 Anticipated BOE meeting date **07/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **1 year and 364 days**

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

Contract description: **WIOA DW Funds**

5. Purpose of contract:

This is the third amendment to the original interlocal agreement which provides ongoing employment and training services to Dislocated Workers in northern Nevada as required by the Workforce Innovation and Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al.) This amendment decreases the maximum amount from \$2,007,718 to \$1,665,764 due to a transfer from the Dislocated Worker Program to the Adult Program and a revised Title 1B Expenditure and Budget Plan resulting from the Department of Labor increasing fund allocations.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$2,017,849.00	\$2,017,849.00	\$2,017,849.00	Yes - Action
a. Amendment 1:	\$0.00	\$2,017,849.00	\$2,017,849.00	No
b. Amendment 2:	-\$10,131.00	\$2,007,718.00	\$2,007,718.00	Yes - Info
2. Amount of current amendment (#3):	-\$341,954.00	-\$341,954.00	-\$352,085.00	Yes - Action
3. New maximum contract amount:	\$1,665,764.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

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

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIOA.

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Nevadaworks has been under contract with the Department of Employment, Training, and Rehabilitation since 1999 and has performed satisfactorily.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbende2	05/25/2017 15:46:05 PM
Division Approval	rolso1	05/26/2017 09:11:26 AM
Department Approval	vleigh	06/01/2017 10:25:18 AM
Contract Manager Approval	dohl0	06/01/2017 10:28:46 AM
Budget Analyst Approval	tgreenam	06/06/2017 09:16:34 AM
BOE Agenda Approval	pnicks	06/13/2017 08:49:38 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: **17888** Amendment Number: **3**

Agency Name: **DETR - EMPLOYMENT SECURITY DIVISION** Legal Entity Name: **WORKFORCE CONNECTIONS**

Agency Code: **902** Contractor Name: **WORKFORCE CONNECTIONS**

Appropriation Unit: **4770-11** Address: **6330 W CHARLESTON BLVD STE 150**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89146-1183**

If "No" please explain: **Not Applicable** Contact/Phone: **702/638-8750**

Vendor No.: **T81079028**

NV Business ID: **Governmental Entity**

To what State Fiscal Year(s) will the contract be charged? **2017-2018**

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 %

Agency Reference #: **PY16-DW-02-WIOA**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date **07/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **1 year and 364 days**

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

Contract description: **WIOA DW Funds**

5. Purpose of contract:

This is the third amendment to the original interlocal agreement which provides ongoing employment and training services to Dislocated Workers in southern Nevada as required by the Workforce Innovation and Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al.) This amendment decreases the maximum amount from \$3,206,656 to \$2,477,399 due to a transfer from the Dislocated Worker program to the Adult Program and a revised Title 1B Expenditure and Budget Plan resulting from the Department of Labor increasing fund allocations.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$3,232,774.00	\$3,232,774.00	\$3,232,774.00	Yes - Action
a. Amendment 1:	\$0.00	\$3,232,774.00	\$3,232,774.00	No
b. Amendment 2:	-\$26,118.00	\$3,206,656.00	\$3,206,656.00	Yes - Info
2. Amount of current amendment (#3):	-\$729,257.00	-\$729,257.00	-\$755,375.00	Yes - Action
3. New maximum contract amount:	\$2,477,399.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

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

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIOA.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Workforce Connections has been under contract with the Department of Employment, Training and Rehabilitation since 1999 and has performed satisfactorily.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbende2	05/25/2017 15:47:37 PM
Division Approval	rolso1	05/26/2017 09:09:27 AM
Department Approval	vleigh	06/01/2017 10:22:51 AM
Contract Manager Approval	dohl0	06/01/2017 10:34:39 AM
Budget Analyst Approval	tgreenam	06/06/2017 08:45:19 AM
BOE Agenda Approval	sbrown	06/12/2017 09:50:04 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: **17846** Amendment Number: **3**
 Agency Name: **DETR - EMPLOYMENT SECURITY DIVISION** Legal Entity Name: **WORKFORCE CONNECTIONS**
 Agency Code: **902** Contractor Name: **WORKFORCE CONNECTIONS**
 Appropriation Unit: **4770-11** Address: **6330 W CHARLESTON BLVD STE 150**
 Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89146-1183**
 If "No" please explain: **Not Applicable** Contact/Phone: **702/638-8750**
 Vendor No.: **T81079028**
 NV Business ID: **Governmental Entity**

To what State Fiscal Year(s) will the contract be charged? **2017-2018**

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 %

Agency Reference #: **PY16-A-02-WIOA**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date **07/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **1 year and 364 days**

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

Contract description: **WIOA Adult Funds**

5. Purpose of contract:

This is the third amendment to the original interlocal agreement which provides ongoing employment and training services to Adults in southern Nevada as required by the Workforce Innovation and Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al.) This amendment increases the maximum amount from \$8,955,263 to \$9,721,283 due to a transfer to the Adult Program from the Dislocated Worker program and a revised Title IB Expenditure and Budget Plan resulting from the Department of Labor increasing fund allocations.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$8,981,237.00	\$8,981,237.00	\$8,981,237.00	Yes - Action
a. Amendment 1:	\$0.00	\$8,981,237.00	\$8,981,237.00	No
b. Amendment 2:	-\$25,974.00	\$8,955,263.00	\$8,955,263.00	Yes - Info
2. Amount of current amendment (#3):	\$766,020.00	\$766,020.00	\$740,046.00	Yes - Action
3. New maximum contract amount:	\$9,721,283.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

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

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIOA.

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Workforce Connections has been under contract with the Department of Employment, Training and Rehabilitation since 1999 and has performed satisfactorily.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbende2	05/25/2017 15:49:40 PM
Division Approval	rolso1	05/26/2017 09:07:44 AM
Department Approval	vleigh	06/01/2017 10:21:22 AM
Contract Manager Approval	dohl0	06/01/2017 10:38:34 AM
Budget Analyst Approval	tgreenam	06/05/2017 10:58:46 AM
BOE Agenda Approval	sbrown	06/05/2017 16:24:15 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: **18852**

Agency Name:	BDC LICENSING BOARDS & COMMISSIONS	Legal Entity Name:	J. A. Solari and Partners LLC
Agency Code:	BDC	Contractor Name:	J. A. Solari and Partners LLC
Appropriation Unit:	B011 - All Categories	Address:	500 Damonte Ranch Parkway Suite 1008
Is budget authority available?:	Yes	City/State/Zip:	Reno, NV 89521
If "No" please explain:	Not Applicable	Contact/Phone:	Ryan Webber 775-850-7831
		Vendor No.:	
		NV Business ID:	NV20111407891

To what State Fiscal Year(s) will the contract be charged? **2018-2020**

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

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

2. Contract start date:

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

Anticipated BOE meeting date 08/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/05/2019**

Contract term: **1 year and 338 days**

4. Type of contract: **Contract**

Contract description: **Annual Audit**

5. Purpose of contract:

This is a new contract to provide annual audited financial statements, semiannual cash receipt testing, and accounting and consultation services as needed by the Board.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,755.00**

Payment for services will be made at the rate of \$394.00 per hour

Other basis for payment: \$55 to \$394 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

The Board requires an independent accounting firm to carry out its annual financial statement audit.

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

Contractor is an independent Certified Public Accountant qualified to perform an independent examination of the financial accounting records of the Nevada State Contractors Board. Contractor is familiar with applicable generally accepted accounting principles and the clients operations.

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? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

The Nevada State Contractors Board

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

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

Not Applicable

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

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	dlumbert	05/30/2017 11:39:31 AM
Division Approval	dlumbert	05/30/2017 11:39:34 AM
Department Approval	dlumbert	05/30/2017 11:39:38 AM
Contract Manager Approval	dlumbert	05/30/2017 11:39:41 AM
Budget Analyst Approval	aurruty	06/08/2017 09:48:30 AM
BOE Agenda Approval	lfree1	06/20/2017 09:35:00 AM
BOE Final Approval	Pending	

MASTER SERVICE AGREEMENT

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.		VARIOUS STATE AGENCIES	MP FORESTRY, INC.	OTHER: VARIOUS AGENCIES	\$9,062,500	
	Contract Description:	This is a new contract to reduce fire fuels and vegetation in various locations throughout the state. This contract is awarded for the following Scopes of Work: 4.1 Forest Management Hand Crew Services, 4.2 Large Tree Removal, and 4.3 Forestry Equipment.				
	Term of Contract:	Upon Approval - 08/07/2019	Contract # 18858			

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18858**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: MP Forestry Inc.
Agency Code: MSA	Contractor Name: MP Forestry Inc.
Appropriation Unit: 9999 - All Categories	Address: 2941 Crater Lake Ave.
Is budget authority available?: Yes	City/State/Zip: Medford, OR 97504
If "No" please explain: Not Applicable	Contact/Phone: Maclovio Moreno 541-646-8695
	Vendor No.:
	NV Business ID: NV20171339207

To what State Fiscal Year(s) will the contract be charged? **2018-2020**

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 Agencies

2. Contract start date:

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

Anticipated BOE meeting date **08/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/07/2019**

Contract term: **2 years and 6 days**

4. Type of contract: **MSA**

Contract description: **Fire Fuel Reduction**

5. Purpose of contract:

This is a new contract to reduce fire fuels and vegetation in various locations throughout the state. This contract is awarded for the following Scopes of Work: 4.1 Forest Management Hand Crew Services, 4.2 Large Tree Removal, and 4.3 Forestry Equipment.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$9,062,500.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

To reduce the risk of wildfires, fuels reduction must be completed in various locations.

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

This contract provides fuels reduction services for agencies that do not have capability to do the work, and to assist when the volume of reduction services is such that staff cannot accomplish all work in a timely manner.

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):

**Cross Check Services
Bordges Timber Inc
Battle Born Tree Services LLC**

b. Solicitation Waiver: **Not Applicable**

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

This RFQ is being awarded to 21 Vendors that qualified in the various scopes of work.

d. Last bid date: 05/10/2010 Anticipated re-bid date: 03/04/2019

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	mstewa10	06/02/2017 13:21:44 PM
Division Approval	mstewa10	06/02/2017 13:21:47 PM
Department Approval	mstewa10	06/02/2017 13:21:49 PM
Contract Manager Approval	nfese1	06/02/2017 15:10:21 PM
Budget Analyst Approval	aurruty	06/08/2017 09:47:57 AM
BOE Agenda Approval	lfree1	06/08/2017 10:31:46 AM
BOE Final Approval	Pending	

INFORMATIONAL CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	011	GOVERNOR'S OFFICE - STATE ENERGY OFFICE - RENEWABLE ENERGY FUND	HOME ENERGY CONNECTION, LLC	OTHER: TAX ASSESSMENTS	\$25,000	
	Contract Description:	This is a new contract to provide licensed energy auditors to assist in carrying out programs that require energy audits and modeling.				
		Term of Contract:	06/05/2017 - 03/31/2019	Contract # 18761		
2.	030	ATTORNEY GENERAL'S OFFICE - VICTIMS OF DOMESTIC VIOLENCE	WASHOE COUNTY SHERIFF'S OFFICE	OTHER: REVENUE	\$25,000	
	Contract Description:	This is a new interlocal revenue contract to provide funding for the Victim Information and Notification System (VINE). The entities that use the system will cost share with the Office of the Attorney General to pay for the VINE services.				
		Term of Contract:	07/01/2017 - 06/30/2018	Contract # 18839		
3.	030	ATTORNEY GENERAL'S OFFICE - ALL BUDGET ACCOUNTS	RENO CARSON MESSENGER SERVICE	GENERAL	\$25,000	
	Contract Description:	This is the first amendment to the original contract which provides ongoing messenger services for legal documents to courts, law offices, etc., and filing legal documents in various courts. This amendment extends the contract termination date from June 30, 2017 to June 30, 2019 and increases the maximum amount from \$20,000 to \$45,000 due to the continued need of these services as well as a change to the fee schedule.				
		Term of Contract:	07/01/2015 - 06/30/2019	Contract # 16654		
4.	082	DEPARTMENT OF ADMINISTRATION- STATE PUBLIC WORKS – BUILDINGS AND GROUNDS	ACCURATE BUILDING MAINTENANCE, LLC	FEE: BUILDING RENTAL INCOME	\$49,000	
	Contract Description:	This is the first amendment to the original contract which provides janitorial services to the Department of Motor Vehicles building located at 2621 East Sahara Avenue, Las Vegas. This amendment increases the maximum amount from \$320,572 to \$369,572 due to the new building being approximately 30% larger.				
		Term of Contract:	08/31/2013 - 08/31/2017	Contract # 14657		

INFORMATIONAL CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
5.	082	DEPARTMENT OF ADMINISTRATION- STATE PUBLIC WORKS – BUILDINGS AND GROUNDS	CJ'S RECOMMENDED CARPET CARE, INC.	FEE: BUILDING RENTAL INCOME	\$45,000	
	Contract Description:	This is a new contract to provide floor care and cleaning services for various state-owned properties in Northern Nevada.				
		Term of Contract:	06/05/2017 - 04/30/2021	Contract # 18745		
6.	082	DEPARTMENT OF ADMINISTRATION- STATE PUBLIC WORKS – BUILDINGS AND GROUNDS	L.A. PERKS PETROLEUM SPECIALISTS	FEE: BUILDING RENTAL INCOME	\$25,000	
	Contract Description:	This is a new contract to provide maintenance and repair services for fuel tanks located at various state-owned facilities in Northern Nevada.				
		Term of Contract:	05/26/2017 - 04/30/2021	Contract # 18785		
7.	082	DEPARTMENT OF ADMINISTRATION- STATE PUBLIC WORKS – BUILDINGS AND GROUNDS	NEVADA LANDCARE USA, LLC DBA LANDCARE	FEE: BUILDING RENTAL INCOME	\$15,000	
	Contract Description:	This is a new contract to provide sweeper service twice per month at the Grant Sawyer building parking lot areas and at various state-owned buildings throughout Southern Nevada.				
		Term of Contract:	06/06/2017 - 06/30/2018	Contract # 18825		

INFORMATIONAL CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES						
8.	082	DEPARTMENT OF ADMINISTRATION- STATE PUBLIC WORKS – BUILDINGS AND GROUNDS - UNLV 05 CIP PROJECT - CCSN-NON-EXEC	CARPENTER SELLERS ASSOCIATES DBA CARPENTER SELLERS ARCHITECTS	OTHER: 13% UNLV SYSTEM RECEIPT, 10% TRANSFER FROM CAP PROJECT FUND, 55% TRANSFER FROM TREASURER, 22% TRANSFER FROM PUBLIC WORKS	\$27,175	Professional Service						
							Contract Description:	This is the ninth amendment to the original contract which provides professional architectural/engineering services for the University of Nevada, Las Vegas Hotel College Academic Building; Project No. 13-P05; Contract No. 92114. This amendment increases the total maximum contract amount from \$4,232,452.40 to \$4,259,627.40 to provide for additional phone/data connections, planning for future electrical/data connections, parking spaces for transportation carts and related charging stations, changes to the Dean's office and changes to Classroom 434 for donor's shelving requirements.				
							Term of Contract:	02/04/2014 - 06/30/2017	Contract # 15263			
9.	082	DEPARTMENT OF ADMINISTRATION- STATE PUBLIC WORKS – BUILDINGS AND GROUNDS - GENERAL 2005 CIP PROJECTS- NON-EXEC	HARRIS CONSULTING ENGINEERS, LLC	BONDS 30% OTHER: 68% TRANSFER FROM RISK MANAGEMENT, 2% TRANSFER REALLOCATED BOND AUTHORITY FROM TREASURER	\$15,000	Professional Service						
							Contract Description:	This is the first amendment to the original contract which provides professional architectural services for the central plant equipment replacement at the Sawyer Office Building; CIP Project No. 13-S08; SPWD Contract No. 109379. This amendment increases the total maximum contract amount from \$76,950 to \$91,950 for additional HVAC, plumbing and electrical design services to address updated review comments, development of a phasing plan and provisions for the use of temporary equipment.				
							Term of Contract:	05/12/2015 - 06/30/2019	Contract # 16588			

INFORMATIONAL CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
10.	082	DEPARTMENT OF ADMINISTRATION- STATE PUBLIC WORKS – BUILDINGS AND GROUNDS - 2013 CIP PROJECTS - NON-EXEC	HARRIS CONSULTING ENGINEERS, LLC	BONDS	\$20,000	Professional Service
	Contract Description:		This is a new contract to provide professional architectural/engineering services for construction documents and construction administration for the replacement of the temperature controls system at the Grant Sawyer Office Building; CIP Project No. 15-M77; SPWD Contract No. 111168.			
		Term of Contract:	05/30/2017 - 06/30/2019	Contract # 18850		
11.	101	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS- TOURISM	EAST PUBLIC RELATIONS	OTHER: LODGING TAX	\$49,000	
	Contract Description:		This is a new contract to provide event planning services for the 2017 Global Tourism Summit to be held in Las Vegas. The vendor will provide logistics and promotion for both the summit as well as a pre-conference familiarization tour for international buyers and Nevada suppliers. Services will include: working with the Division to develop and execute an event plan; acting as liaison with the venue and all subcontractors on event logistics; managing event sponsorship; managing speaker logistics; managing exhibitor onsite presence; and managing onsite ground transportation.			
		Term of Contract:	06/01/2017 - 01/31/2018	Contract # 18862		
12.	240	DEPARTMENT OF VETERANS SERVICES - VETERANS HOME ACCOUNT	PERENNIAL LAND CARE	OTHER: COUNTY/PRIVATE 35% FEDERAL 65%	\$7,470	
	Contract Description:		This is the second amendment to the original contract which provides landscaping services. This amendment extends the termination date from July 30, 2017 to October 31, 2017 and increases the maximum amount from \$147,470 to \$154,940 due to the continued need for these services.			
		Term of Contract:	05/01/2013 - 10/31/2017	Contract # 14113		

INFORMATIONAL CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
13.	240	DEPARTMENT OF VETERANS SERVICES - CEMETERY GIFT AND DONATIONS - NON-EXEC	JAI PARKER DBA GREEN SCENE LANDSCAPING	OTHER: GIFT FUNDS	\$19,250	
	Contract Description:	This is a new contract to provide landscaping improvements to the Monument/Memorial Garden at the Northern Nevada Veterans Memorial Cemetery.				
		Term of Contract:	07/01/2017 - 10/30/2017	Contract # 18802		
14.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - RURAL REGIONAL CENTER	SCOTT CHRISTOPHER KUHN DBA D&J'S CLEANING SERVICE	GENERAL	\$5,340	
	Contract Description:	This is the first amendment to the original contract that continues ongoing janitorial services for the office located in Fallon. This amendment revises the scope of work, extends the termination date from June 30, 2017 to December 31, 2018 and increases the maximum amount from \$8,400 to \$13,740 due to the continued need for these services.				
		Term of Contract:	01/01/2015 - 12/31/2018	Contract # 16200		
15.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - RURAL REGIONAL CENTER	ESMERALDA COUNTY	OTHER: COUNTY	Unlimited	
	Contract Description:	This is a new revenue interlocal agreement to provide services to children with developmental and intellectual disabilities. This agreement renews automatically each year unless terminated by either party.				
		Term of Contract:	07/01/2017 - Continues	Contract # 18845		

INFORMATIONAL CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
16.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY	TAHOE DOUGLAS FIRE PROTECTION DISTRICT	OTHER: COUNTY 35.3% FEDERAL 64.7%	\$34,224	Exempt
	Contract Description:	This is a new interlocal agreement to provide Certified Public Expenditures reimbursement methodology for emergency transportation to Medicaid recipients and define the reporting requirements by entity in order to receive this type of reimbursement methodology. The contractor will provide services and bill the Medicaid Fiscal Agent for services rendered in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual.				
	Term of Contract:	10/01/2015 - 06/30/2018	Contract # 18599			
17.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - OFFICE OF HEALTH ADMINISTRATION	NETSMART TECHNOLOGIES	FEE: DATA INFRASTRUCTURE CONTRACT	\$16,000	
	Contract Description:	This is a new contract to provide post-implementation review of the myAvatar solution. The myAvatar Health Check (Forensics) focuses on an evaluation and formal report for Northern Nevada Adult Mental Health Services and Southern Nevada Adult Mental Health Services.				
	Term of Contract:	05/30/2017 - 06/30/2017	Contract # 18799			

INFORMATIONAL CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
18.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - CHILDREN, YOUTH AND FAMILY ADMINISTRATION	CORNERHOUSE INTERAGENCY CHILD ABUSE TRAINING & EVALUATION CENTER	FEDERAL	\$36,555	
		Contract Description:	This is a new contract to provide on-site child sexual abuse forensic interview training to rural law enforcement, child welfare investigators and prosecuting attorneys, including the CornerHouse Forensic Interview Protocol, a credible, reliable, developmentally flexible and non-traumatic forensic interview protocol appropriate for children, adolescents and vulnerable adults who allege sexual or physical abuse or who have witnessed a violent crime.			
		Term of Contract:	06/06/2017 - 05/31/2018	Contract # 18755		
19.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD AND ADOLESCENT SERVICES	A-1 MECHANICAL & ELECTRIC	GENERAL 23% OTHER: RENTAL REIMBURSEMENT 39% FEDERAL 38%	\$36,800	
		Contract Description:	This is a new contract for electrical inspections, repairs and maintenance services.			
		Term of Contract:	07/01/2017 - 06/30/2021	Contract # 18649		

INFORMATIONAL CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
20.	440	DEPARTMENT OF CORRECTIONS - PRISON INDUSTRY	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.	OTHER: PRISON INDUSTRY FUNDS	\$16,000	
	Contract Description:	This is the first amendment to the original contract which provides disposal of packaged laboratory chemical waste located at Northern Nevada Correctional Center Silver State Industries furniture manufacturing, paint shop, metal shop and print shop facilities. This amendment increases the maximum amount from \$15,000.00 to \$31,000.00 and extends the termination dated from June 30, 2017 to June 30, 2019 due to the continued need for these services.				
	Term of Contract:	11/19/2015 - 06/30/2019	Contract # 17102			
21.	440	DEPARTMENT OF CORRECTIONS - THREE LAKES VALLEY CONSERVATION CAMP	CARRIER CORPORATION	GENERAL	\$13,920	
	Contract Description:	This is a new contract that continues ongoing annual preventative maintenance inspections on the chiller at Three Lakes Valley Conservation Camp.				
	Term of Contract:	07/01/2017 - 06/30/2021	Contract # 18712			
22.	440	DEPARTMENT OF CORRECTIONS - PRISON DAIRY	GERALD PECK DBA ALL CREATURES MOBILE VETERINARY HOSPITAL	FEDERAL	\$49,000	
	Contract Description:	This is a new contract to provide ongoing veterinary services for the wild horses boarded by Prison Industries' Prison Ranch for the Bureau of Land Management.				
	Term of Contract:	06/11/2017 - 06/11/2019	Contract # 18786			
23.	440	DEPARTMENT OF CORRECTIONS - TONOPAH CONSERVATION CAMP	AMERIGEN POWER SOLUTIONS, LLC	GENERAL	\$10,300	
	Contract Description:	This is a new contract that continues ongoing preventative maintenance services to the generator located at Tonopah Conservation Camp.				
	Term of Contract:	07/01/2017 - 06/30/2021	Contract # 18848			

INFORMATIONAL CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
24.	707	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS	WEBSOFT DEVELOPERS, INC.	GENERAL	\$33,000	Sole Source
	Contract Description:	This is a new contract to provide ongoing technical support in response to specific priority based inquiries as well as software maintenance by way of patches, updates, and upgrades to the agency's Land Management System and any connected third party software. In the event the support hours are not used, this contract allows the agency to request improvements to the existing modules up to the limit of the support hours.				
		Term of Contract:	07/01/2017 - 06/30/2019	Contract # 18854		
25.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - ADMINISTRATION	KPS 3, INC.	OTHER: NDEP INDIRECT COST	\$10,800	
	Contract Description:	This is the fourth amendment to the original contract which provides programming and design services for the redesign of the public websites for the Division of Environmental Protection, State Historic Preservation Office and Division of State Parks. This amendment extends the contract termination date from June 30, 2017 to August 21, 2018 and increases the maximum amount from \$102,968 to \$113,768 due to the continued need for these services.				
		Term of Contract:	08/26/2014 - 08/21/2018	Contract # 15870		
26.	810	DEPARTMENT OF MOTOR VEHICLES - GENERAL REVENUE	RNS COMMUNICATIONS, INC.	OTHER: REVENUE	\$40,800	
	Contract Description:	This is a new revenue contract that continues the ongoing digital signage needed at field offices to provide DMV related news, information and messaging to increase public awareness of the ever-expanding services offered by the Department. This no-cost to the State contract includes a revenue sharing plan that pays \$10,200 annually to offset advertising expenditures.				
		Term of Contract:	08/01/2017 - 07/31/2021	Contract # 18849		

INFORMATIONAL CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
27.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - VOCATIONAL REHABILITATION	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION OBO - TRUCKEE MEADOWS COMMUNITY COLLEGE	GENERAL 21.3% FEDERAL 78.7%	\$26,565	Exempt
	Contract Description:		This is the first amendment to the original Interlocal agreement to provide Pre-Employment Transition Services to disabled youths ages 16 – 21 which will provide the tools that will enable them to seek and retain employment. This amendment extends the termination date from June 1, 2017 to June 30, 2018 and increases the maximum amount of the contract from \$17,070 to \$43,635 due to the continued need for these services.			
		Term of Contract:	06/03/2016 - 06/30/2018	Contract # 17789		
28.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY - All BUDGET ACCOUNTS	AHLVERS PLUMBING HEATING & COOLING, INC.	GENERAL 1.9% OTHER: BEN, ESD SPECIAL FUND AND CAREER ENHANCEMENT PROGRAM. 29.1% FEDERAL 69%	\$10,500	
	Contract Description:		This is a new contract to provide regular maintenance and emergency services for heating, ventilation and air conditioning for facilities in Northern Nevada on an as needed basis.			
		Term of Contract:	05/26/2017 - 05/31/2019	Contract # 18824		
29.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY - All BUDGET ACCOUNTS	AHLVERS PLUMBING HEATING & COOLING, INC.	GENERAL 1.9% OTHER: BEN, ESD SPECIAL FUND AND CAREER ENHANCEMENT PROGRAM. 29.1% FEDERAL 69%	\$10,000	
	Contract Description:		This is a new contract to provide regular maintenance and emergency plumbing services to facilities in Ely on an as needed basis.			
		Term of Contract:	05/26/2017 - 06/30/2019	Contract # 18827		

INFORMATIONAL CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
30.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY – ALL BUDGET ACCOUNTS	HILLTOP REFRIGERATION, INC.	GENERAL 1.9% OTHER: BEN, ESD SPECIAL FUND AND CAREER ENHANCEMENT PROGRAM 29.1% FEDERAL 69%	\$10,500	
	Contract Description:	This is a new contract to provide regular maintenance and emergency services for heating, ventilation and air conditioning for facilities in Northern Nevada on an as needed basis.				
		Term of Contract:	06/08/2017 - 06/30/2019	Contract # 18817		
31.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY - All BUDGET ACCOUNTS	O'FLAHERTY PLUMBING & HEATING	GENERAL 1.9% OTHER: BEN, ESD SPECIAL FUND AND CAREER ENHANCEMENT PROGRAM 29.1% FEDERAL 69%	\$10,000	
	Contract Description:	This is a new contract to provide regular and emergency plumbing and mechanical repairs to facilities in Ely on an as needed basis.				
		Term of Contract:	05/26/2017 - 06/30/2019	Contract # 18822		

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18761**

Agency Name: STATE ENERGY OFFICE	Legal Entity Name: HOME ENERGY CONNECTION, LLC
Agency Code: 011	Contractor Name: HOME ENERGY CONNECTION, LLC
Appropriation Unit: 4869-09	Address: 773 TRUMPINGTON CT.
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89178
If "No" please explain: Not Applicable	Contact/Phone: LES LAZARECK 702-451-8630
	Vendor No.: T29039118
	NV Business ID: NV20071594361
To what State Fiscal Year(s) will the contract be charged? 2017-2019	

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 % Tax Assessments

Agency Reference #: 2387598

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/05/2017**

Anticipated BOE meeting date 07/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **03/31/2019**

Contract term: **1 year and 299 days**

4. Type of contract: **Contract**

Contract description: **Energy Auditor**

5. Purpose of contract:

This is a new contract to provide licensed energy auditors to assist in carrying out programs that require energy audits and modeling.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

Other basis for payment: Upon approved invoice by the Governor's Office of Energy.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Governors Office of Energy offers a program to all state employees which provides an interest-free loan to perform energy efficiency retrofits to their homes. The source of funding has stringent requirements and thus GOE must have energy audits performed on all homes prior to approving measures and granting a loan.

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

Energy audits must be performed by licensed energy auditors, the licensing process is lengthy, expensive, and requires experience in the field. No current staff or state agency has the ability to meet the requirements at the moment.

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):

Clearesult Consulting, Inc.
Energy Inspectors
All Phase Inspection Services
Ruiter Construction
HELP of Southern Nevada
Duct Testers
Aaron Linfante
SolarEnvi
Service 1st Energy Solutions
Energy Insight
Home Energy Connection
DGE Training
Energy Masters
Sierra Energy Resources LLC
Sierra Green Builders
Energy Conservation Group
Robert G Ernst
Las Vegas Urban League
Californina Living & Energy

b. Solicitation Waiver: **Not Applicable**

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

This vendor has the experience and was one of the highest scoring vendors as selected by the evaluation committee.

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	amarangi	05/17/2017 15:36:15 PM
Division Approval	amarangi	05/17/2017 15:36:17 PM
Department Approval	amarangi	05/17/2017 15:36:19 PM

Contract Manager Approval
Budget Analyst Approval

amarangi
hfield

05/17/2017 15:36:21 PM
06/05/2017 13:37:42 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: **18839**

Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: WASHOE, COUNTY OF
Agency Code: 030	Contractor Name: WASHOE, COUNTY OF
Appropriation Unit: 1042-22	Address: WASHOE COUNTY SHERIFFS OFFICE
Is budget authority available?: Yes	911 PARR BLVD
If "No" please explain: Not Applicable	City/State/Zip: RENO, NV 89512-1000
	Contact/Phone: 99999999
	Vendor No.: T40283400R
	NV Business ID: government entity
To what State Fiscal Year(s) will the contract be charged?	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 % revenue from outside entities
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2017**

Anticipated BOE meeting date **06/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **364 days**

4. Type of contract: **Other (include description): Interlocal Revenue Contract**

Contract description: **VINE Systems**

5. Purpose of contract:

This is a new interlocal revenue contract to provide funding for the Victim Information and Notification System (VINE). The entities that use the system will cost share with the Office of the Attorney General to pay for the VINE services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

Payment for services will be made at the rate of \$25,000.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS 178.4715 a victim may request the Administrator or the Administrators designee to notify them of an offenders discharge, conditional release or escape from the custody of the Administrator. The VINE system has been implemented so that this notification is an automated process removing this task from the individual jurisdictions and creating a more expedient method of notification.

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

This is a revenue contract that does not require work to be done by State employees

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

[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	cschon1	05/23/2017 13:17:08 PM
Division Approval	cschon1	05/23/2017 13:17:09 PM
Department Approval	cschon1	05/23/2017 13:17:11 PM
Contract Manager Approval	Iramire7	06/01/2017 10:38:01 AM
Budget Analyst Approval	myoun3	06/01/2017 14:36:06 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 16654	Amendment Number: 1
Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: RENO CARSON MESSENGER SERVICE
Agency Code: 030	Contractor Name: RENO CARSON MESSENGER SERVICE
Appropriation Unit: All Appropriations	Address: INC
Is budget authority available?: Yes	185 MARTIN ST
If "No" please explain: Not Applicable	City/State/Zip: RENO, NV 89509
	Contact/Phone: Pete Lazetich 775/322-2424
	Vendor No.: T60159830
	NV Business ID: NV19931072732

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.

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date 07/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Messenger Services**

5. Purpose of contract:

This is the first amendment to the contract which provides ongoing messenger services for legal documents to courts, law offices, etc. and file legal documents in various courts. This amendment extends the contract termination date from June 30, 2017 to June 30, 2019 and increases the maximum amount from \$20,000 to \$45,000 as well as a change to the fee schedule.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$20,000.00	\$20,000.00	\$20,000.00	Yes - Info
2. Amount of current amendment (#1):	\$25,000.00	\$25,000.00	\$45,000.00	Yes - Info
3. New maximum contract amount:	\$45,000.00			
and/or the termination date of the original contract has changed to:	06/30/2019			

II. JUSTIFICATION

7. What conditions require that this work be done?

Messenger services are required due to the urgency of filing legal documents with the courts.

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

State employees are not able to perform the tasks needed of a messenger 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?

Reno/Carson Messenger Services was awarded the contract because they were the only vendor that submitted a proposal.

d. Last bid date: 04/01/2015 Anticipated re-bid date: 04/01/2019

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:

Reno/Carson Messenger Services has been a vendor of the OAG since 2011 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	cschon11	06/12/2017 09:12:06 AM
Division Approval	cschon11	06/12/2017 09:12:08 AM
Department Approval	cschon11	06/12/2017 09:12:10 AM
Contract Manager Approval	cschon11	06/12/2017 09:12:56 AM
Budget Analyst Approval	myoun3	06/12/2017 09:14:00 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: **14657** Amendment Number: **1**

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION** Legal Entity Name: **ACCURATE BUILDING MAINTENANCE, LLC**

Agency Code: **082** Contractor Name: **ACCURATE BUILDING MAINTENANCE, LLC**

Appropriation Unit: **1349-12** Address: **3062 SHERIDAN ST SUITE 1**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89102-7819**

If "No" please explain: **Not Applicable** Contact/Phone: **702-220-8180**

Vendor No.: **T81039103**

NV Business ID: **NV19991074849**

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 %	X	Fees	100.00 % Building rent income fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **RFP#3017**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/31/2013**

Anticipated BOE meeting date **07/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **08/31/2017**

Contract term: **4 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Janitorial Services**

5. Purpose of contract:
This is the first amendment to the original contract which provides janitorial services to the Department of Motor Vehicles located at 2621 East Sahara Avenue, Las Vegas. This amendment increase the maximum amount from \$320,572 to \$369,572 due to the new building being approximately 30% larger.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$320,572.00	\$320,572.00	\$320,572.00	Yes - Action
2. Amount of current amendment (#1):	\$49,000.00	\$49,000.00	\$49,000.00	Yes - Info
3. New maximum contract amount:	\$369,572.00			

II. JUSTIFICATION

7. What conditions require that this work be done?
State buildings must be kept 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:
Lack of manpower.

9. Were quotes or proposals solicited? Yes
Was the solicitation (RFP) done by the Purchasing Division? Yes

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3017, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/01/2013 Anticipated re-bid date: 03/01/2017

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

This is the current vendor for janitorial services for multiple buildings in Las Vegas and has provided satisfactory service.

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
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	csweeney	06/06/2017 07:55:56 AM
Division Approval	csweeney	06/06/2017 07:56:00 AM
Department Approval	csweeney	06/06/2017 07:56:04 AM
Contract Manager Approval	csweeney	06/06/2017 07:56:17 AM
Budget Analyst Approval	jrodrig9	06/06/2017 19:06:06 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18745**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: CJ's Recommended Carpet Care, Inc.
Agency Code: 082	Contractor Name: CJ's Recommended Carpet Care, Inc.
Appropriation Unit: 1349-12	Address: CJ's Recommended Carpet Care 1195 Broadview Court
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89521
If "No" please explain: Not Applicable	Contact/Phone: 775-829-1551
	Vendor No.: T32004827
	NV Business ID: NV20011202638

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

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

General Funds	0.00 %	X	Fees	100.00 % Building Rental Income Fee
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 **06/05/2017**
 Anticipated BOE meeting date **06/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **04/30/2021**
 Contract term: **3 years and 330 days**

4. Type of contract: **Contract**
 Contract description: **FLOOR CARE**

5. Purpose of contract:
This is a new contract to provide floor care and cleaning services for various state owned property in northern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00**
 Payment for services will be made at the rate of \$0.00 per square foot
 Other basis for payment: \$.10/sq. ft.-Bonnet cleaning;\$.12/sq.ft.-E-Capsulation;\$.14/sq. ft.- Hot water extraction; \$.16 Restorative cleaning;Tile and grout cleaning/sealing - Not to exceed \$1.00/foot

II. JUSTIFICATION

7. What conditions require that this work be done?
B&G has a need for a tile, grout cleaning & sealing vendor.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
B&G personnel do not have the expertise, equipment or manpower,

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

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

ALPENGLLOW
WOW CARPET
CJ's Recommended Carpet Care

b. Solicitation Waiver: **Not Applicable**

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

This is one of multiple vendor that clean carpet & tile. Per SAM 0338.0, each contractor will be contacted to submit bids on projects.

d. Last bid date: 03/01/2017 Anticipated re-bid date: 04/30/2021

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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	ssands	06/05/2017 06:15:52 AM
Division Approval	ssands	06/05/2017 06:15:55 AM
Department Approval	ssands	06/05/2017 06:15:59 AM
Contract Manager Approval	ssands	06/05/2017 06:16:02 AM
Budget Analyst Approval	jrodrig9	06/05/2017 09:08:10 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: **18785**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: L.A. PERKS PETROLEUM SPECIALISTS
Agency Code: 082	Contractor Name: L.A. PERKS PETROLEUM SPECIALISTS
Appropriation Unit: 1349-12	Address: 765 EAST GREG STREET, STE #103
Is budget authority available?: Yes	City/State/Zip: SPARKS, NV 89431
If "No" please explain: Not Applicable	Contact/Phone: 775 358-4403
	Vendor No.: PUR0000938A
	NV Business ID: NV19861000909

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

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

General Funds	0.00 %	X	Fees	100.00 % Building Rental Income Fee
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 **05/26/2017**

Anticipated BOE meeting date **07/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **04/30/2021**

Contract term: **3 years and 340 days**

4. Type of contract: **Contract**

Contract description: **Fuel equip maint**

5. Purpose of contract:

This is a new contract to provide state fuel tanks with maintenance and repairs located at various locations in northern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

Other basis for payment: Service rates are: \$75.00 per hour; \$112.50 per hour overtime rate (after 3:30pm); \$150.00 D.T. per hour (Holidays & after 10 hour day; \$95.00 Cathodic protection (corrosion) per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

To provide services for maintaining the integrity of the fuel systems.

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

Buildings & Grounds does not have expertise in this field.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

This is one of many vendors to meet the maintenance needs of the states' various fuel tank needs.

d. Last bid date: 04/01/2017 Anticipated re-bid date: 03/31/2021

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Since 1950 with various agencies, 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: Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	05/18/2017 07:18:51 AM
Division Approval	csweeney	05/18/2017 07:18:54 AM
Department Approval	csweeney	05/18/2017 07:18:57 AM
Contract Manager Approval	ssands	05/18/2017 07:56:51 AM
Budget Analyst Approval	jrodrig9	05/25/2017 17:03:41 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: **18825**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: NEVADA LANDCARE USA, LLC DBA
Agency Code: 082	Contractor Name: NEVADA LANDCARE USA, LLC DBA
Appropriation Unit: 1349-12	Address: LANDCARE 3035 S. WESTWOOD DRIVE
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89109
If "No" please explain: Not Applicable	Contact/Phone: 702-385-4590
	Vendor No.: T32003858A
	NV Business ID: NV20001008059

To what State Fiscal Year(s) will the contract be charged? **2017-2018**

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 % Building Rental Income Fee
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **ASD 2510747**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/06/2017**

Anticipated BOE meeting date **07/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **1 year and 24 days**

4. Type of contract: **Contract**

Contract description: **Sweeper service**

5. Purpose of contract:

This is a new contract to provide sweeper service twice per month at the Grant Sawyer building parking lot areas and various state-owned buildings throughout Southern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

Payment for services will be made at the rate of \$779.00 per month

Other basis for payment: sweeper service twice (2) per month plus monthly production manager to oversea work performed.

II. JUSTIFICATION

7. What conditions require that this work be done?

Keep property clean and free of debris.

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

B&G does not have the equipment nor personnel to perform the task.

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor is currently the janitorial vendor for Grant Sawyer Bldg. and Landcare offers this service under their management services.

d. Last bid date: 04/01/2017 Anticipated re-bid date: 05/01/2017

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?

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	06/06/2017 07:53:32 AM
Division Approval	csweeney	06/06/2017 07:53:34 AM
Department Approval	csweeney	06/06/2017 07:53:37 AM
Contract Manager Approval	ssands	06/06/2017 09:05:21 AM
Budget Analyst Approval	jrodrig9	06/06/2017 18:58:54 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 15263	Amendment Number: 9
Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: CARPENTER SELLERS ASSOC DBA
Agency Code: 082	Contractor Name: CARPENTER SELLERS ASSOC DBA
Appropriation Unit: 1510-63	Address: CARPENTER SELLERS ARCHITECTS 8882 SPANISH RIDGE AVENUE
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89148
If "No" please explain: Not Applicable	Contact/Phone: MICHAEL DEL GATTO 702-251-8896
	Vendor No.: T80997582
	NV Business ID: NV19871041301

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % 13% Univ Sys Rcpt, 10% trans from Cap Proj Fnd, 55% trans from Treas, 22% trans - Pub Works

Agency Reference #: 92114

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/04/2014**
 Anticipated BOE meeting date 07/2017
 Retroactive? **No**

If "Yes", please explain

Not Applicable

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

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

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

5. Purpose of contract:

This is the ninth amendment to the original contract, which provides professional architectural/engineering services for the University of Las Vegas Hotel College Academic Building; Project No. 13-P05; Contract No. 92114. This amendment increases the total maximum contract amount from \$4,232,452.40 to \$4,259,627.40 to provide additional phone/data connections, planning for future electrical/data connections, parking spaces for UNLV's transportation carts and related charging stations, changes to the Dean's office, and changes to Classroom 434 for donor's shelving requirements.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$2,794,118.00	\$2,794,118.00	\$2,794,118.00	Yes - Action
a. Amendment 1:	\$345.00	\$2,794,463.00	\$2,794,463.00	No
b. Amendment 2:	\$43,645.00	\$2,838,108.00	\$2,838,108.00	Yes - Info
c. Amendment 3:	\$34,465.00	\$2,828,583.00	\$2,872,573.00	Yes - Action
d. Amendment 4:	\$161,890.00	\$2,956,008.00	\$2,956,008.00	Yes - Action
e. Amendment 5:	\$11,770.00	\$2,805,888.00	\$2,805,888.00	Yes - Info
f. Amendment 6:	\$225,222.40	\$3,019,340.40	\$3,031,110.40	Yes - Action

g. Amendment 7:	\$833,764.50	\$3,627,882.90	\$3,627,882.90	Yes - Action
h. Amendment 8:	\$127,232.50	\$2,921,350.40	\$2,921,350.40	Yes - Action
2. Amount of current amendment (#9):	\$27,175.00	\$27,175.00	\$27,175.00	Yes - Info
3. New maximum contract amount:	\$4,259,627.40			

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 Architectural/Engineering 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	amarangi	05/26/2017 14:56:18 PM
Division Approval	amarangi	05/26/2017 14:56:21 PM
Department Approval	amarangi	05/26/2017 14:56:23 PM
Contract Manager Approval	amarangi	05/26/2017 14:56:25 PM
Budget Analyst Approval	jrodrig9	05/30/2017 15:54:13 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 16588	Amendment Number: 1
Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: HARRIS CONSULTING ENGINEERS, LLC
Agency Code: 082	Contractor Name: HARRIS CONSULTING ENGINEERS, LLC
Appropriation Unit: 1558-54	Address: 680 PILOT ROAD SUITE A
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89119-9015
If "No" please explain: Not Applicable	Contact/Phone: 702-269-1575
	Vendor No.: T27003439
	NV Business ID: NV20011085889

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 %	X Bonds	30.00 %
Highway Funds	0.00 %	X Other funding	70.00 %

68% Transfer from Risk Management, 2% Transfer Reallocated Bond Authority from Treasurer

Agency Reference #: 109379

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/12/2015**

Anticipated BOE meeting date 07/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2019**

Contract term: **4 years and 50 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is the first amendment to the original contract which provides professional architectural services for the central plant equipment replacement at the Sawyer Office Building; CIP Project No. 13-S08; SPWD Contract No. 109379. This amendment increases the total maximum contract amount from \$76,950 to \$91,950 for additional HVAC, plumbing and electrical design services to address updated review comments, development of a phasing plan and provisions for the use temporary equipment.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$76,950.00	\$76,950.00	\$76,950.00	Yes - Action
2. Amount of current amendment (#1):	\$15,000.00	\$15,000.00	\$15,000.00	Yes - Info
3. New maximum contract amount:	\$91,950.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

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

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

9. Were quotes or proposals solicited? No

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

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

Not Applicable

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

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

The vendor has 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	amarangi	05/26/2017 13:55:44 PM
Division Approval	amarangi	05/26/2017 13:55:46 PM
Department Approval	amarangi	05/26/2017 13:55:48 PM
Contract Manager Approval	amarangi	05/26/2017 13:55:51 PM
Budget Analyst Approval	jrodrig9	06/01/2017 09:25:36 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: **18850**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: HARRIS CONSULTING ENGINEERS
Agency Code: 082	Contractor Name: HARRIS CONSULTING ENGINEERS
Appropriation Unit: 1590-62	Address: LLC
Is budget authority available?: Yes	680 PILOT RD STE A
If "No" please explain: Not Applicable	LAS VEGAS, NV 89119-9015
	Contact/Phone: 702-269-1575
	Vendor No.: T27003439
	NV Business ID: NV20011085889

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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 #: 111168

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/30/2017**

Anticipated BOE meeting date 07/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **2 years and 31 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for construction documents and construction administration for the replacement of the temperature controls system at the Grant Sawyer Office Building; CIP Project No. 15-M77; SPWD Contract No. 111168.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: Monthly progress payments based on the services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2015 CIP Project.

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

Professional Architectural/Engineering service 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	amarangi	05/26/2017 14:20:30 PM
Division Approval	amarangi	05/26/2017 14:20:35 PM
Department Approval	amarangi	05/26/2017 14:20:37 PM
Contract Manager Approval	amarangi	05/26/2017 14:20:40 PM
Budget Analyst Approval	jrodrig9	05/30/2017 16:08:13 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18862**

Agency Name: DTCA - DIVISION OF TOURISM	Legal Entity Name: EAST PUBLIC RELATIONS
Agency Code: 101	Contractor Name: EAST PUBLIC RELATIONS
Appropriation Unit: 1522-31	Address: 4135 PLATEAU RD
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89519
If "No" please explain: Not Applicable	Contact/Phone: TIFFANY EAST 775.329.7276
	Vendor No.:
	NV Business ID: NV20171069664
To what State Fiscal Year(s) will the contract be charged?	2017-2018

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 % LODGING TAX

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/01/2017**

Anticipated BOE meeting date 06/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/31/2018**

Contract term: **244 days**

4. Type of contract: **Contract**

Contract description: **Gov Con Event Plan**

5. Purpose of contract:

This is a new contract to provide event planning services for the 2017 Global Tourism Summit to be held in Las Vegas, Nevada. The vendor will provide logistics and promotion for both the summit as well as a pre-conference familiarization tour for international buyers and Nevada suppliers. Services will include: working with the Division to develop and execute an event plan; acting as liaison with the venue and all subcontractors on event logistics; managing event sponsorship; managing speaker logistics; managing exhibitor onsite presence; and managing onsite ground transportation.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Division of Tourism is the host for the annual Global Tourism Summit.

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

This contract will provide event planning services which is a service that cannot be done by State Employees.

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

The selected team provided strong value-added program components as well as solid relationships with Nevada suppliers. This vendor was chosen on a combination of the cost, the proposed event components, and the working rapport the agency developed with the TravelNevada team during a previous event.

d. Last bid date: 04/20/2017 Anticipated re-bid date: 01/20/2018

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Nevada Commission on Tourism - 2016. They have been verified to be satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amathies	06/01/2017 15:03:27 PM
Division Approval	amathies	06/01/2017 15:03:29 PM
Department Approval	amathies	06/01/2017 15:03:35 PM
Contract Manager Approval	amathies	06/01/2017 15:05:08 PM
Budget Analyst Approval	myoun3	06/01/2017 15:37:43 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: 14113	Amendment Number: 2
Agency Name: OFFICE OF VETERAN'S SERVICES	Legal Entity Name: Perennial Land Care
Agency Code: 240	Contractor Name: Perennial Land Care
Appropriation Unit: 2561-07	Address: 3682 S. Highland Drive
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89103
If "No" please explain: Not Applicable	Contact/Phone: Don Teal 702-258-1056
	Vendor No.: T27019281
	NV Business ID: NV20021371533

To what State Fiscal Year(s) will the contract be charged? **2013-2018**

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	65.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	35.00 % County/Private

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/01/2013**
Anticipated BOE meeting date **07/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **07/30/2017**

Contract term: **4 years and 184 days**

4. Type of contract: **Contract**

Contract description: **Landscape Service**

5. Purpose of contract:

This is the second amendment to the original contract which provides landscaping services. This amendment extends the termination date from July 30, 2017 to October 31, 2017 and increases the maximum amount from \$147,470 to \$154,940 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:	\$140,000.00	\$140,000.00	\$140,000.00	Yes - Action
a. Amendment 1:	\$7,470.00	\$147,470.00	\$147,470.00	No
2. Amount of current amendment (#2):	\$7,470.00	\$14,940.00	\$14,940.00	Yes - Info
3. New maximum contract amount:	\$154,940.00			
and/or the termination date of the original contract has changed to:	10/31/2017			

II. JUSTIFICATION

7. What conditions require that this work be done?

In order to maintain a safe, sanitary, and comfortable environment for the residents of the facility, the Home landscaping must be maintained in a suitable manner.

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 do this work.

9. Were quotes or proposals solicited? Yes

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

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

Perennial Land Care

b. Solicitation Waiver: **Not Applicable**

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

Vendor was the only contractor to bid on this RFP (NSVH006). Vendor maintained their same price from the previous contract. NSVH ran the RFP process per state Purchasing release.

d. Last bid date: 02/01/2013 Anticipated re-bid date: 09/01/2017

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Contractor has provided landscape service to NSVH in the past. Services have been excellent.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	agarland	06/01/2017 15:43:28 PM
Division Approval	agarland	06/01/2017 15:43:34 PM
Department Approval	agarland	06/01/2017 15:43:38 PM
Contract Manager Approval	jtheil1	06/01/2017 15:47:45 PM
Budget Analyst Approval	drey nol2	06/07/2017 14:06:04 PM



Purchasing Use Only:	
Approval #:	185

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:	Nevada Department of Veterans Services, Nevada State Veterans Home		
	Contact Name(s) and Titles:	Joseph Theile, Grants & Contracts Manager		
	Telephone Number(s):	775-825-9752		
	Email Address(s):	theilej@veterans.nv.gov		

2	Contractor Information:			
	Contractor:	Perennial Land Care		
	Contact Name:	Don Teal		
	Address:	3682 S. Highland Drive Las Vegas, NV 89703		
	Phone Number:	702-258-1056		
	Email Address:	don@perennial-lv.com		

3	Ongoing relationship disclosure – List all previous contract information:				
	Procurement method:	Agency lead RFP			
	CETS #:	CONV6188			
	Contract “not to exceed amount”:	\$145,000.00			
	Contract term:	Start date:	05/01/2009	End date:	04/30/2013

4	Procurement method used to award the current contract:			
	RFP, solicitation # if applicable:	NSVH006		
	Quote, solicitation # if applicable:			
	Waiver, provide number:			
	Other:			

5	Current contract information:			
	CETS #:	14113		
	Initial contract “not to exceed amount”:	\$140,000.00		
	Contract term:	Start date:	05/01/2013	End date:
		mm/dd/yy	mm/dd/yy	

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	1	Extends Contract to end of July to allow time for Purchasing to facilitate RFP Process (RFP 3416)	Increase of \$7,470.00 to \$147,470.00	07/30/2017

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	2	Extend Contract to end of October to allow for Purchasing to facilitate RFP Process (RFP 3443)	Increase of \$7,470.00 to \$154,940.00	10/31/2017

What is the justification to extend the contract term beyond the State’s four (4) year re-solicitation policy (SAM 0338):	
8	<p>NDVS contacted State Purchasing Division on February 3, 2017 to begin procurement for new contract for landscaping services to replace current contract scheduled to expire on August 31, 2017 ^{July 30, 2017}. State Purchasing released RFP 3416 on March 2, 2017 with proposal opening scheduled for April 20, 2017. At proposal opening on April 20 no vendor proposals were received. Purchasing Officer spoke with current vendor and another vendor that expressed interest in proposing about why they did not submit. With information from potential vendors and agency, changes were made to the scope of work and RFP 3443 will be released on May 2, 2017 with a proposal opening date of June 6, 2017; anticipated BOE approval date of September 12, 2017 and a contract start date of November 1, 2017. To allow for solicitation to proceed without an interruption of service to the NSVH, it is requested that the contract with the current vendor be extended until 10/31/2017.</p>

What are the potential consequences to the State if the contract extension request is denied?	
9	<p>If current contract is not extended, NSVH will be without a landscaping service provider—which could lead to a degradation of the landscaping, turf, trees, and fish pond at the facility. NSVH is currently a five-star rated facility by Medicare. A degradation of the facility grounds could potentially lead to that rating being lowered. Well maintained landscaping at the facility is also a potential safety concern for residents and staff if walkways are not cleared of debris regularly and shrubs and trees that block sight lines are not regularly trimmed.</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.

Joseph Theile

Signature of Agency Representative Initiating Request

Joseph Theile

Print Name of Agency Representative Initiating Request

5-1-2017

Date

Amy Garland

Signature of Agency Head Authorizing Request

Amy Garland

Print Name of Agency Head Authorizing Request

5/1/17

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:

[Signature]

Administrator, Purchasing Division or Designee

5-9-17

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: **18802**

Agency Name:	DEPARTMENT OF VETERANS SERVICES	Legal Entity Name:	JAI PARKER DBA GREEN SCENE LANDSCAPING
Agency Code:	240	Contractor Name:	JAI PARKER DBA GREEN SCENE LANDSCAPING
Appropriation Unit:	2562-14	Address:	PO BOX 2614
Is budget authority available?:	Yes	City/State/Zip:	FERNLEY, NV 89408-2614
If "No" please explain:	Not Applicable	Contact/Phone:	Jai Parker 775/745-2513
		Vendor No.:	T27039223
		NV Business ID:	NV20161221653

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2017**

Anticipated BOE meeting date 07/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/30/2017**

Contract term: **121 days**

4. Type of contract: **Contract**

Contract description: **NNVMC Landscaping**

5. Purpose of contract:

This is a new contract to provide landscaping improvements to the Monument/Memorial Garden at the Northern Nevada Veterans Memorial Cemetery.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,250.00**

Other basis for payment: Payable upon satisfactory completion of service and submission of invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

Project will eliminate weed issues in Monument/memorial Garden area. Special memorial pavers in the Path of Freedom require special ground preparation.

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

NNVMC does not have the staff available to perform these functions.

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):

Nevada Advanced Gardening & Landscaping
Reno Green Landscaping
Green Scene Landscaping

b. Solicitation Waiver: **Not Applicable**

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

Vendor presented the lowest bid and demonstrated a clear understanding of the project and it's components.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

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

Yes

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	agarland	06/01/2017 15:22:52 PM
Division Approval	agarland	06/01/2017 15:22:55 PM
Department Approval	agarland	06/01/2017 15:22:59 PM
Contract Manager Approval	jtheil1	06/07/2017 13:08:28 PM
Budget Analyst Approval	drey nol2	06/09/2017 10:59:50 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: 16200	Amendment Number: 1
Agency Name: DHHS - AGING AND DISABILITY SERVICES DIVISION	Legal Entity Name: D&J'S CLEANING SERVICE
Agency Code: 402	Contractor Name: D&J'S CLEANING SERVICE
Appropriation Unit: 3167-04	Address: 740 SUNSET DR
Is budget authority available?: Yes	City/State/Zip: FALLON, NV 89406
If "No" please explain: Not Applicable	Contact/Phone: Scott Christopher Kuhn 775-342-8189
	Vendor No.: T27025981
	NV Business ID: NV20101369782

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

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

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

2. Contract start date:

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

Anticipated BOE meeting date 07/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Janitorial Services**

5. Purpose of contract:

This is the first amendment to the original contract that continues ongoing janitorial services for the Rural Regional Center office located in Fallon Nevada which are necessary to provide a clean and healthy environment for employees and consumers. This amendment revises the scope of work, extends the termination date from June 30, 2017, to December 31, 2018, and increases the maximum amount from \$8400 to \$13,740 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:	\$8,400.00	\$8,400.00	\$8,400.00	No
2. Amount of current amendment (#1):	\$5,340.00	\$13,740.00	\$13,740.00	Yes - Info
3. New maximum contract amount:	\$13,740.00			
and/or the termination date of the original contract has changed to:	12/31/2018			

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to Joint Commission accreditation standards, facilities where services are delivered must be maintained for health and safety purposes. The Fallon Rural Services lease agreement for the clinic offices does not include janitorial services.

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

Currently there are no agency FTE employees with the necessary training, time or equipment to provide the janitorial service to this office.

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):

D&J's Cleaning Service
Behind the Scene Cleaning
Tidy Main Service
Bright Lighting Janitorial
All Together Cleaning

b. Solicitation Waiver: **Not Applicable**

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

This vendor had two very positive references and committed to the full scope of work at the lowest cost.

d. Last bid date: 10/01/2014 Anticipated re-bid date: 02/01/2017

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Vendor has a variety of cleaning contracts with other state, local, and federal agencies. Contract with ADSD from 01/01/15 to current. 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	dbowma1	05/25/2017 07:35:39 AM
Division Approval	dbowma1	05/25/2017 07:35:43 AM
Department Approval	jkolenut	05/26/2017 10:11:44 AM

Contract Manager Approval
Budget Analyst Approval

jpruneau
bwooldri

05/30/2017 08:15:58 AM
05/31/2017 10:03:33 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18845**

Agency Name: DHHS - AGING AND DISABILITY SERVICES DIVISION	Legal Entity Name: ESMERALDA COUNTY
Agency Code: 402	Contractor Name: ESMERALDA COUNTY
Appropriation Unit: 3167-00	Address: PO BOX 517
Is budget authority available?: Yes	City/State/Zip: GOLDFIELD, NV 89013
If "No" please explain: Not Applicable	Contact/Phone: 775-485-3406
	Vendor No.: T81000318
	NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2018-2021**

What is the source of funds that will be used to 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 from County

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2017**

Anticipated BOE meeting date 07/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2021**

Contract term: **4 years**

4. Type of contract: **Revenue Contract**

Contract description: **Esmeralda County**

5. Purpose of contract:

This is a new revenue contract to provide service to children with developmental and intellectual disabilities. This agreement renews each year unless terminated by either party.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,000.00**

Other basis for payment: Revenue

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 435.010 and NRS 435.020 Division of Aging and Disability Services (ADSD) is obligated to provide services to children with intellectual disabilities and the County to reimburse ADSD the non-federal share of funding as payment for services.

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

Not applicable. State employees are providing the services for the County.

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

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

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

Not Applicable

b. Solicitation Waiver: **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:

ADSD, 2014-current, 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	dbowma1	05/26/2017 10:09:57 AM
Division Approval	dbowma1	05/26/2017 10:10:01 AM
Department Approval	jkolenut	05/30/2017 13:36:22 PM
Contract Manager Approval	ltuttl1	05/31/2017 09:49:20 AM
Budget Analyst Approval	bwooldri	05/31/2017 13:34:16 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18599**

Agency Name: DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name: Tahoe Douglas Fire Protection District
Agency Code: 403	Contractor Name: Tahoe Douglas Fire Protection District
Appropriation Unit: 3243-24	Address: PO Box 919
Is budget authority available?: Yes	City/State/Zip: Zephyr Cove, NV 89448
If "No" please explain: Not Applicable	Contact/Phone: 775-586-1573
	Vendor No.:
	NV Business ID: Governmental Entity

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	64.70 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	35.30 % County

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 06/2017

Retroactive? **Yes**

If "Yes", please explain

This contract requires a retroactive start date due to the approval of the State Plan Amendment.

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

Contract term: **2 years and 273 days**

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

Contract description: **Emergency Transp.**

5. Purpose of contract:

This is a new interlocal agreement to provide Certified Public Expenditures reimbursement methodology for emergency transportation to Medicaid recipients. This interlocal defines the reporting requirements by entity in order to receive this type of reimbursement methodology. The contractor will provide services and bill the Medicaid Fiscal Agent for services rendered in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$34,224.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Fire Districts perform Medicaid Emergency Transportation services to Medicaid recipients. As a local governmental entity, the contractor is eligible to receive Certified Public Expenditures reimbursement methodology which allows the contractor to receive payment based on actual costs to provide services instead of the posted fee schedule. This reimbursement allows the state to maximize Medicaid federal funding for Nevada.

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

The State does not have the resources or expertise to provide these services.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

NRS 277.180 authorizes one or more public agencies 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?

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	aree2	04/07/2017 11:38:40 AM
Division Approval	mlewi7	04/07/2017 13:22:13 PM
Department Approval	ecreceli	04/18/2017 14:06:02 PM
Contract Manager Approval	aree2	05/10/2017 09:17:35 AM
Budget Analyst Approval	dreynd2	06/14/2017 08:08:51 AM

BRIAN SANDOVAL
Governor



RICHARD WHITLEY, MS
Director

MARTA JENSEN
Acting Administrator

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

MEMORANDUM

Date: April 7, 2017
TO: Debi Reynolds, Budget Analyst IV
FROM: Ambra Reed, Certified Contract Manager DHCFP
RE: Tahoe Douglas Fire Protection District

This memorandum requests that the above subject contract be approved for a retroactive start date effective October 1, 2015. The contract requires a retroactive start date to allow the State to pay the Fire Districts for services rendered. This contract was delayed due to the approval of the State Plan Amendment.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18799**

Agency Name: DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name: NETSMART TECHNOLOGIES
Agency Code: 406	Contractor Name: NETSMART TECHNOLOGIES
Appropriation Unit: 3223-12	Address: 4950 College Boulevard
Is budget authority available?: Yes	City/State/Zip: Overland Park, KS 66211
If "No" please explain: Not Applicable	Contact/Phone: Danny Thomas 913-202-1660
	Vendor No.: PUR0003686A
	NV Business ID: NV20101021052

To what State Fiscal Year(s) will the contract be charged? **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 % Data Infrastructure Contract Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **C 16051**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/30/2017**
Anticipated BOE meeting date **06/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **31 days**

4. Type of contract: **Contract**

Contract description: **myAvatar Health Chec**

5. Purpose of contract:

This is a new contract to provide post-implementation review of the myAvatar solution. The myAvatar Health Check (Forensics) focuses on an evaluation and formal report for Northern Nevada Adult Mental Health Services (NNAMHS) and Southern Nevada Adult Mental Health Services (SNAMHS).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$16,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

A comprehensive evaluation is required to ensure that myAvatar is being utilized with max effectiveness to provide the best health services to Nevada residents.

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

State employees do not possess the necessary skills or knowledge 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):

Netsmart Technologies
Maximus Health Services, Inc.
Quatummark

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to an Informal Solicitation in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 05/04/2017 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

This vendor provides multiple applications for DPBH. Services provided since 2004 - 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	rmorse	05/22/2017 10:37:59 AM
Division Approval	rmorse	05/22/2017 10:38:03 AM
Department Approval	jkolenut	05/22/2017 15:41:51 PM
Contract Manager Approval	rmorse	05/23/2017 15:32:18 PM
Budget Analyst Approval	bwooldri	05/30/2017 15:06:40 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: **18755**

Agency Name:	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name:	CornerHouse Interagency Child Abuse Training & Evaluation Center
Agency Code:	409	Contractor Name:	CornerHouse Interagency Child Abuse Training & Evaluation Center
Appropriation Unit:	3145-11	Address:	2502 10th Avenue South
Is budget authority available?:	Yes	City/State/Zip:	Minneapolis , MN 55404
If "No" please explain:	Not Applicable	Contact/Phone:	Melissa Henry 612-813-8300
		Vendor No.:	
		NV Business ID:	NV20171310670

To what State Fiscal Year(s) will the contract be charged? **2017-2018**

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 **06/06/2017**

Anticipated BOE meeting date 06/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **05/31/2018**

Contract term: **359 days**

4. Type of contract: **Contract**

Contract description: **Forensic Interview**

5. Purpose of contract:

This is a new contract to provide on-site child sexual abuse forensic interview training to rural law enforcement, child welfare investigators and prosecuting attorneys including the CornerHouse Forensic Interview Protocol, a credible, reliable, developmentally flexible and non-traumatic forensic interview protocol appropriate for children, adolescents and vulnerable adults who allege sexual or physical abuse or have witnessed a violent crime.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$36,555.00**

Other basis for payment: This amount covers Contractual/Consultant; Staff Travel; Per Diem Meal and Incidental Costs; Hotel Costs.

II. JUSTIFICATION

7. What conditions require that this work be done?

In 2012 prosecutors, detectives, and child welfare investigators throughout rural Nevada were trained in the CornerHouse Forensic Interviewing model. Since that time, law enforcement and child advocacy teams have continued to expand their expertise in this model of forensic interviewing. Because there is no one in Nevada who is certified to train in this model, a disparity now exists between those trained in 2012 and the largely new workforce hired since the last training. As a result the new workforce is investigating the most serious cases of child sexual abuse without the necessary training. CornerHouse will train law enforcement, prosecutors and child welfare investigators how to properly interview children for successful outcomes in criminal cases. This trademark interviewing protocol ensures that the voice of the child is heard and understood in cases of alleged sexual abuse by conducting Forensic Interviews in a manner that is developmentally appropriate for a child's cognitive, social, emotional abilities and to ensure the child victim not to be re-traumatized.

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

State employees are not certified as trainers in the Forensic Interviewing Model. This trademarked interviewing protocol ensures that the voice of the child is heard and understood in cases of alleged sexual abuse by conducting Forensic Interviews in a manner that is developmentally appropriate and for the successful outcome in criminally prosecuted cases.

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

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

National Children's Advocacy Center
CornerHouse

b. Solicitation Waiver: **Not Applicable**

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

This 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:

Yes. DCFS contracted with CornerHouse in 2012 to bring Forensic Interviewing to Nevada to train Washoe and 15 rural counties in this Forensic Interviewing Model so that law enforcement, child welfare investigators, prosecutors and DA's were all using the same model.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Non-Title 7 Business License**

15. a. Is 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	05/17/2017 16:00:36 PM
Division Approval	mmason	05/30/2017 16:15:36 PM
Department Approval	jkolenut	06/01/2017 16:04:48 PM
Contract Manager Approval	sknigge	06/01/2017 16:34:31 PM
Budget Analyst Approval	dreynd2	06/06/2017 13:02:24 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: **18649**

Agency Name: DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name: A-1 Mechanical & Electric
Agency Code: 409	Contractor Name: A-1 Mechanical & Electric
Appropriation Unit: 3646-07	Address: 5985 Polaris Ave
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89118
If "No" please explain: Not Applicable	Contact/Phone: Jim Van 702-363-6222
	Vendor No.:
	NV Business ID: NV20031352518

To what State Fiscal Year(s) will the contract be charged? **2018-2021**

What is the source of funds that 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	23.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	38.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	39.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2017**

Anticipated BOE meeting date 06/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2021**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Electrical Services**

5. Purpose of contract:

This is a new contract for electrical inspections, repairs and maintenance services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$36,800.00**

Other basis for payment: \$75.00 per hour during normal business hours; \$112.50 per hour after hours and emergency; material markup \$0-\$500 x 1.5; material markup \$500 & up x 1.45

II. JUSTIFICATION

7. What conditions require that this work be done?

An electrical services contract is needed to ensure the safety of the clients and staff of the campus. These services are beyond the expertise of the maintenance staff.

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

There are no employees with the credentials nor the expertise to perform this needed 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):

Image Electric
Mojave Electric
Pinnacle Electric
Eco Electric
Precision Electric
A-1 Mechanical

b. Solicitation Waiver: **Not Applicable**

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

This was the lowest responsible vendor to respond.

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	prassie1	04/17/2017 15:11:54 PM
Division Approval	mmason	05/24/2017 14:08:12 PM
Department Approval	jkolenut	05/25/2017 11:39:10 AM
Contract Manager Approval	sknigge	05/25/2017 15:52:30 PM
Budget Analyst Approval	dreynd2	06/05/2017 14:54:18 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: **17102** Amendment Number: **1**

Agency Name: **DEPARTMENT OF CORRECTIONS** Legal Entity Name: **Clean Harbors Environmental Services, Inc.**

Agency Code: **440** Contractor Name: **Clean Harbors Environmental Services, Inc.**

Appropriation Unit: **3719-41** Address: **2550 Del Monte St. #140**

Is budget authority available?: **No** City/State/Zip: **West Sacramento, CA 95691**

Contact/Phone: **Michael A. Clark 408/4257413**

If "No" please explain: The Department has submitted SFY2018 and SFY2019 funding requests for NDOC institutions utilizing services provided from the vendor that totals \$7,030 per SFY. This amount is included in the Governor's recommended budget to the 2017 Legislature. It is assumed that the 2017 Legislature will approve the contracted funding amount for each year of the 18/19 biennium as submitted. Thus making funding available in the first two years of the contract period.

Vendor No.: **T27000924**
NV Business ID: **NV20021375471**

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 %	X Other funding	100.00 % Prison Industry Funds

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/19/2015**

Anticipated BOE meeting date **06/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **3 years and 223 days**

4. Type of contract: **Contract**

Contract description: **Chemical Waste**

5. Purpose of contract:

This is the first amendment to the original contract which provides disposal of department packaged laboratory chemical waste located at Northern Nevada Correctional Center Silver State Industries furniture manufacturing, paint shop, metal shop and print shop facilities. This amendment increases the maximum amount from \$15,000.00 to \$31,000.00 and extends the termination dated from June 30, 2017 to June 30, 2019.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$15,000.00	\$15,000.00	\$15,000.00	Yes - Info
2. Amount of current amendment (#1):	\$16,000.00	\$16,000.00	\$31,000.00	Yes - Info
3. New maximum contract amount:	\$31,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Chemical waste is on property at Northern Nevada Correctional Center created by Silver State Industries furniture manufacturing, paint shop, metal shop and print shop facilities. A licensed vendor is required to remove the chemical waste.

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

Historically the department has outsourced disposal of chemical waste materials to a vendor licensed for this service. No other state agency supports 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):

H2O Environmental
Clean Harbors Environmental Services, Inc.
Safety-Kleen Systems, Inc.

b. Solicitation Waiver: **Not Applicable**

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

Per quotes received by Silver State Industries, Clean Harbors Environmental Services, Inc. was 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?

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:

FY16 to current with Nevada Department of Corrections. Services have been verified as satisfactory.

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

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

Not Applicable

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

ddastal

06/01/2017 12:32:02 PM

Division Approval	amonro1	06/06/2017 11:14:51 AM
Department Approval	sewart	06/06/2017 17:03:47 PM
Contract Manager Approval	jhardy	06/08/2017 13:19:44 PM
Budget Analyst Approval	bmacke1	06/09/2017 07:17:16 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18712**

Agency Name: **DEPARTMENT OF CORRECTIONS**
 Agency Code: **440**
 Appropriation Unit: **3725-09**

Legal Entity Name: **Carrier Corporation**
 Contractor Name: **Carrier Corporation**
 Address: **4444 W. Russell Rd., Suite E**
 City/State/Zip: **Las Vegas, NV 89118**
 Contact/Phone: **Kristina Lovato 702/970-5392**

Is budget authority available?: **No**

If "No" please explain: The Department has submitted an SFY 2018 and SFY 2019 funding request of \$3,480 per SFY for this contract which is included in the Governor's recommend budget to the 2017 Legislature. It is presumed that the 2017 Legislature will approve the contracted amount for each year of the 18/19 biennium as submitted. Thus making funding available in the first two years of the contract period.

Vendor No.: **PUR0002775A**
 NV Business ID: **NV19791006562**

To what State Fiscal Year(s) will the contract be charged? **2018-2021**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2017**
 Anticipated BOE meeting date **06/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2021**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Chiller Maintenance**

5. Purpose of contract:

This is a new contract that continues ongoing annual preventative maintenance inspections on the chiller at Three Lakes Valley Conservation Camp

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$13,920.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

For the health and safety of NDOC staff and inmates.

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

The department does not have the expertise and/or equipment for this service. No other State agency offers 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):

Yes Air Conditioning & Plumbing
Gibson Air
Siemens
Las Vegas Air Conditioning
Carrier Corporation

b. Solicitation Waiver: **Not Applicable**

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

Carrier Corporation was the only bidder for Solicitation #201706.

d. Last bid date: 03/24/2017 Anticipated re-bid date: 02/22/2021

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

FY13 to current with Nevada Department of Corrections. Services have been verified as satisfactory.

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
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	bweisent	04/28/2017 08:11:55 AM
Division Approval	sewart	04/28/2017 13:07:49 PM
Department Approval	sewart	04/28/2017 13:07:53 PM
Contract Manager Approval	jhardy	05/26/2017 10:14:06 AM
Budget Analyst Approval	bmacke1	05/26/2017 13:44:07 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: **18786**

Agency Name: **DEPARTMENT OF CORRECTIONS**
 Agency Code: **440**
 Appropriation Unit: **3727-35**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **Gerald Peck DBA All Creatures**
 Contractor Name: **Gerald Peck DBA All Creatures**
 Address: **Mobile Veterinary Hospital
3542 Arcadia Dr.
Carson City, NV 89705-6903**
 City/State/Zip: **Carson City, NV 89705-6903**
 Contact/Phone: **Gerald Peck, DVM 775/690-0632**
 Vendor No.: **T29002966**
 NV Business ID: **NV20141792172**

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/11/2017**

Anticipated BOE meeting date 06/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/11/2019**

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Veterinary Services**

5. Purpose of contract:

This is a new contract to provide ongoing veterinary services for the wild horses boarded by the department's Prison Industries Prison Ranch for the Bureau of Land Management (BLM).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,000.00**

Other basis for payment: \$145 per hour for all veterinary services plus an additional \$120 per call fee for emergency veterinary care with less than 24-hour notice. Supplies billed at cost plus 30%.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Prison Ranch boards approximately 1500 wild horses for the Bureau of land Management (BLM). The Ranch's agreement with the BLM is that the BLM reimburses the Ranch for the cost of wild horse veterinary services.

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

The department ranch staff do not have the expertise nor the qualifications to perform professional veterinary services. No other state agency performs 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):

Kendall Wilson, DVM
Sadie Miller, DVM
Randy Wallstrum, DVM
Gerald Peck, DVM

b. Solicitation Waiver: **Not Applicable**

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

Gerald Peck DVM was the only veterinary to respond.

d. Last bid date: 05/01/2017 Anticipated re-bid date: 03/01/2019

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with the Prison Ranch. We are highly satisfied with Dr. Peck's performance.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Sole Proprietor

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

Yes

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ddastal	05/19/2017 13:22:06 PM
Division Approval	amonro1	05/25/2017 13:13:07 PM
Department Approval	sewart	05/25/2017 14:39:10 PM
Contract Manager Approval	jhardy	06/08/2017 13:23:19 PM
Budget Analyst Approval	bmacke1	06/09/2017 07:28:38 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: **18848**

Agency Name: **DEPARTMENT OF CORRECTIONS**
 Agency Code: **440**
 Appropriation Unit: **3754-09**

Is budget authority available?: **No**

If "No" please explain: The Department has submitted SFY 2018 and SFY 2019 funding requests for NDOC institutions utilizing services provided from the vendor that totals to \$2,290 per SFY. This amount in total is included in the Governor's recommend budget to the 2017 Legislature. It is assumed that the 2017 Legislature will approve the contracted funding amount for each year of the 18/19 biennium as submitted. Thus making funding available in the first two years of the contract period.

Legal Entity Name: **Amerigen Power Solutions, LLC**
 Contractor Name: **Amerigen Power Solutions, LLC**
 Address: **2995 Mill Street**
 City/State/Zip: **Reno, NV 89502**
 Contact/Phone: **Wyatt Morency, Manager 775/453-1048**

Vendor No.: **T29035929**
 NV Business ID: **NV20081070842**

To what State Fiscal Year(s) will the contract be charged? **2018-2021**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2017**

Anticipated BOE meeting date 06/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2021**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Generator Maint.**

5. Purpose of contract:

This is a new contract that continues ongoing preventative maintenance services to the generator located at Tonopah Conservation Camp.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,300.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

To preserve State property and for the health and safety of staff and inmates.

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

The department does not have the qualified personnel and/or the equipment necessary to perform these services. No other State agency offers 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):

Amerigen Power Solutions, LLC.
Gen-Tech of Nevada, Inc.
Cashman Equipment Company

b. Solicitation Waiver: **Not Applicable**

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

Amerigen Power Solutions, LLC was the lowest bidder.

d. Last bid date: 05/19/2017 Anticipated re-bid date: 03/15/2021

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

FY15 to current with Nevada Department of Corrections. Services have been verified as satisfactory.

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

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

Not Applicable

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

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	bweisent	05/31/2017 08:41:54 AM
Division Approval	amonro1	05/31/2017 11:51:31 AM
Department Approval	sewart	05/31/2017 13:19:02 PM
Contract Manager Approval	jhardy	06/08/2017 13:20:29 PM
Budget Analyst Approval	bmacke1	06/09/2017 07:22:18 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: **18854**

Agency Name: **DCNR - STATE LANDS**
 Agency Code: **707**
 Appropriation Unit: **4173-26**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **Websoft Developers Inc.**
 Contractor Name: **Websoft Developers Inc.**
 Address: **2020 Research Park Dr Ste 140**
 City/State/Zip: **Davis, CA 95618**
 Contact/Phone: **530.759.8754**
 Vendor No.: **PUR0004383**
 NV Business ID: **NV20121454363**
 To what State Fiscal Year(s) will the contract be charged? **2018-2019**

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

X 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 **07/01/2017**
 Anticipated BOE meeting date **07/2017**

Retroactive? **No**
 If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**
 Contract term: **1 year and 364 days**

4. Type of contract: **Contract**
 Contract description: **LMS MAINTENANCE**

5. Purpose of contract:

This is a new contract for the agency's Land Management System (LMS) to provide ongoing technical support and maintenance for the custom LMS application. Websoft Developers will provide technical support in response to specific priority based inquiries as well as software maintenance by way of patches, updates, and upgrades to LMS and any connected third party software. In the event the support hours are not used, this contract allows the agency to request improvements to the existing modules up to the limit of the support hours.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$33,000.00**
 Other basis for payment: Quarterly installments of the total contract amount payable within 30 days of receipt of invoice.
 Contractor will provide an itemized invoice of billable hours quarterly.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Land Management System (LMS) is not only a digital document archive for land records, it is the primary system used to issue permits, track billing and generate reports for various functions of the agency's responsibilities to fulfill its mission. Due to the critical nature of the application, ongoing support from the developer is essential and most cost effective.

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

Technical support for the LMS requires the services of an expert application developer. The skills required for maintenance and module upgrades include .NET application development, advanced knowledge of SQL Server protocols and relational database design. The Nevada Division of State Lands (NDSL) does not have the skillset in-house to perform the tasks in this contract.

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

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 170403

Approval Date: 04/03/2017

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

As the developer of the application, Websoft maintains the technical knowledge and understanding of the system design allowing for quick response and resolution to reported issues.

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:

NDSL has held contracts with Websoft Developer since the original development of LMS in FY08-09 and has continued maintenance contracts on a biennium basis with satisfactory service. The Department of Conservation & Natural Resources contracted with Websoft in 2014 to implement Geocortex software to create web maps for 5 agencies with satisfactory service.

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
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	bre00	05/31/2017 16:20:39 PM
Division Approval	bre00	05/31/2017 16:20:41 PM
Department Approval	kwilliam	05/31/2017 17:13:09 PM
Contract Manager Approval	bre00	06/01/2017 16:21:16 PM
DoIT Approval	rkeith	06/02/2017 07:42:30 AM
Budget Analyst Approval	cpalme2	06/05/2017 13:39:33 PM

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



Brian Sandoval
 Governor
 Patrick Cates
 Director
 Jeffrey Hang
 Administrator

Purchasing Use Only:	
Approval#:	170403

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:	Nevada Division of State Lands	
	Contact Name and Title	Phone Number	Email Address
	Grahame Ross Business Process Analyst III	775.684.2727	gross@lands.nv.gov
	Brandi Re Contracts Administrator	775.684.2751	bre@land.nv.gov

Vendor Information:	
Identify Vendor:	Websoft Developers Inc
Contact Name:	Manoj Desai
Address:	2020 Research Park Dr Ste 140 Davis, CA 95618-6150
Telephone Number:	530.759.8754
Email Address:	Manoj.desai@websoftdev.com

1c Type of Waiver Requested – Check the appropriate type:	
Sole or Single Source:	XX
Professional Service Exemption:	

Contract Information:				
1d	Is this a new Contract?	Yes	XX	No
	Amendment:	#		
	CETS:	#		

1e Term:			
One (1) Time Purchase:			
Contract:	Start Date:	BOE approval GHR APRIL 11, 2017	End Date: 120 days after GHR approval AUGUST 9, 2017

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

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	\$34,950

2	Provide a description of work/services to be performed or commodity/good to be purchased:
	<i>Websoft is the developer of the Land Management System. This contract is for 1 major and 9 minor enhancements that will improve general usability and data management of the system. The major enhancement will streamline the sovereign lands files allowing for better query functionality and a more streamlined overall system while the other enhancements are general usability enhancements.</i>

3	What are the unique features/qualifications required for this service or good that are not available from any other vendor:
	<i>The developer of the application is still employed by Websoft. As such, he is uniquely qualified to understand what is needed to create the necessary code and logical data model for these enhancements. it would take a different vendor 1/2 of this contract amount to begin to understand the database and web interface to make these changes.</i>

4	Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:
	<i>Due to the relatively small amount of the contract, any other vendor would spend a majority of the allocated resources to understanding the system: how it is used, the database model and the web application interface. As the developer of this system, websoft and specifically the individual developer still employed by websoft is the most economical option to provide this technical service.</i>

5	Were alternative services or commodities evaluated? Check One. Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>
	a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i>
	b. <i>If not, why were alternatives not evaluated?</i>
	<i>This is a custom build system currently under maintenance by Websoft. We are looking at adding enhancements specific to the system to improve usability and data integration that will improve staff performance.</i>

6	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers MUST accompany this request.			Yes: <input type="checkbox"/>	<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>	
	<i>BOE approval</i>	<i>8/2017</i>	<i>34,950</i>	<i>Enhancement contract- contract # 18473</i>	<i>Cited Sole Source Waiver 12070</i>	
	<i>7/1/2015</i>	<i>6/30/2017</i>	<i>39,600</i>	<i>Maintenance and Support- Current Maintenance Contract 16889</i>	<i>Cited Sole Source Waiver 12070</i>	
<i>6/12/2015</i>	<i>12/31/2015</i>	<i>\$49,270</i>	<i>Enhancements and Improvements Contract 16855</i>	<i>Cited Sole Source Waiver 12070</i>		

				<i>amended to lengthen contract</i>	
	6/11/2013	6/30/2013	14,000	<i>Maintenance and Support-Contract 14467</i>	<i>Cited Sole Source Waiver 12070</i>
	6/30/2013	6/30/2015	\$45,500	<i>Maintenance Contract-13699 amended to include 2 year maintenance</i>	<i>Cited Sole Source Waiver 120707</i>
	4/8/2008	6/30/2011	\$286,500	<i>Migration- SLIMS to LMS- Amended to include maintenance and extend contract</i>	<i>RFP#1688 amended</i>

7 What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
We have identified a process improvement with the major enhancement. This will save time when reviewing historical sovereign lands data- mainly in the Lake Tahoe Area. Recently we have spent much time researching historical data in the Tahoe basin that would have been relatively easy if this change was in place. Over time, this list of enhancements will improve work performance.

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?
The amount of time for a different vendor or internal state IT staff to fully understand the system to the point of being able to perform the work is not cost effective due to the amount of the contract- please see emails from EITS and DCNR IT. The system is a complex relational database with an intricate web-based front end.

9 Will this purchase obligate the State to this vendor for future purchases? Before selecting your answer, please review information included on Page 2, Section 9 of the instructions. Yes: No:
 a. *If yes, please provide details regarding future obligations or needs.*
State Lands has had maintenance contracts with Websoft since the completion of the original contract. As the system matures and becomes more usable and stable, State Lands is pursuing avenues to bring support in-house to either EITS- please see detailed email on EITS and DCNR IT Response to Support. If we still need to contract with Websoft, as the relationship grows with EITS, our dependence on Websoft will decrease.

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.

Graham H Ross

Agency Representative Initiating Request

Grahame H Ross, BPA III
Print Name of Agency Representative Initiating Request

3/24/2017
Date

Charles Donohue

Signature of Agency Head Authorizing Request

Charles Donohue

Print Name of Agency Head Authorizing Request

3/27/17
Date

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

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review

Date

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

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

Signed:

[Signature]

Administrator, Purchasing Division or Designee

4-3-2017
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: 15870	Amendment Number: 4
Agency Name: DCNR - ENVIRONMENTAL PROTECTION	Legal Entity Name: KPS3 MARKETING
Agency Code: 709	Contractor Name: KPS3 MARKETING
Appropriation Unit: 3173-04	Address: 50 W. LIBERTY STREET, SUITE 640
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89501-1946
If "No" please explain: Not Applicable	Contact/Phone: 775/686-7402
	Vendor No.: PUR0004720
	NV Business ID: NV19941094961

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 % NDEP Indirect Cost (BA 3173)

Agency Reference #: **DEP 15-002**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/26/2014**
Anticipated BOE meeting date **07/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **3 years and 361 days**

4. Type of contract: **Contract**

Contract description: **Website Redesign**

5. Purpose of contract:

This is the fourth amendment to the original contract, which provides programming and design services for the redesign of the public website for the Nevada Division of Environmental Protection, State Historic Preservation Office and Nevada Division of State Parks. This amendment extends the contract term from June 30, 2017 to August 21, 2018 and increases the maximum amount from \$102,968 to \$113,768 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:	\$45,298.00	\$45,298.00	\$45,298.00	Yes - Info
a. Amendment 1:	\$23,000.00	\$68,298.00	\$68,298.00	Yes - Action
b. Amendment 2:	\$29,670.00	\$74,968.00	\$29,670.00	Yes - Info
c. Amendment 3:	\$5,000.00	\$50,298.00	\$34,670.00	No
2. Amount of current amendment (#4):	\$10,800.00	\$15,800.00	\$45,470.00	Yes - Info
3. New maximum contract amount:	\$113,768.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

NDEP's website is outdated and difficult for the public and regulated entities to navigate. The regulatory programs at NDEP are complex and a redesigned website with cleaner navigation will assist businesses and the public. NDEP would like to improve and centralize access to on-line services and provide accessibility for mobile users. In addition, for the website to be useful it must be kept current and NDEP needs a platform which will allow easy maintenance by non-IT, program staff.

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

Since NDEP's website contains a large amount of complex content, additional expertise is needed to develop the Website Redesign. Additional expertise is also needed to create the framework for the development of on-line forms as required by SB236 passed by 2013 Legislature.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

This contractor was chosen by the RFP evaluation committee based on the scores of the selection criteria.

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?

Yes If "Yes", please provide details of the litigation and facts supporting approval of the contract:

1994 to present: Nevada Division of Industrial Relations, Safety Consultation and Training Section (SCATS), service satisfactory
1997 to 1999 and 2003 to 2004: Nevada Commission on Economic Development, service satisfactory
2002 to 2006: Nevada Rangeland Resource Commission, service satisfactory
2006 to present: Nevada System of Higher Education, service satisfactory
2010 to present: Nevada Department of Health and Human Services, service satisfactory

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	sravenel	05/22/2017 13:06:50 PM
Division Approval	jcarr	05/26/2017 15:28:10 PM
Department Approval	glovato	05/26/2017 17:32:02 PM
Contract Manager Approval	ssimpso2	05/30/2017 12:07:10 PM
DoIT Approval	rkeith	05/31/2017 10:09:16 AM
Budget Analyst Approval	cpalme2	05/31/2017 13:32:39 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: **18849**

Agency Name: DEPARTMENT OF MOTOR VEHICLES	Legal Entity Name: RNS COMMUNICATIONS INC
Agency Code: 810	Contractor Name: RNS COMMUNICATIONS INC
Appropriation Unit: 6220 - All Categories	Address: MVN
Is budget authority available?: Yes	1 SELLECK ST STE 1A
If "No" please explain: Not Applicable	City/State/Zip: NORWALK, CT 06855
	Contact/Phone: 203/899-1700
	Vendor No.: T81099949
	NV Business ID: NV20121352792

To what State Fiscal Year(s) will the contract be charged? **2018-2022**

What is the source of funds that will be used to 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 %

Agency Reference #: 2017-4744-01

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2017**

Anticipated BOE meeting date 07/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/31/2021**

Contract term: **4 years**

4. Type of contract: **Revenue Contract**

Contract description: **Digital Signage/WiFi**

5. Purpose of contract:

This is a new revenue contract that continues the ongoing digital signage needed at the DMV field offices that provides DMV related news, information, and messaging to increase public awareness of the ever-expanding services offered by the Department. This no-cost to the state contract includes a revenue sharing plan that pays \$10,200 annually to offset advertising expenditures.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,800.00**

Payment for services will be made at the rate of \$10,200.00 per Year

II. JUSTIFICATION

7. What conditions require that this work be done?

SB 483 was passed in the 2011 Legislative Session to enhance the Department's ability to communicate with Nevada motorists by allowing the Department to display advertising on communication systems in areas of buildings owned or occupied by the Department which are frequented by the public.

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

There are no State employees available 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):

RNS Communications DBA Motor Vehicle Network

b. Solicitation Waiver: **Not Applicable**

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

Only responding 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?

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 contracted with DMV-Service has been satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nkephart	05/31/2017 09:04:50 AM
Division Approval	nkephart	05/31/2017 09:04:53 AM
Department Approval	cmunoz	05/31/2017 11:30:01 AM
Contract Manager Approval	hazevedo	06/02/2017 08:33:05 AM
Budget Analyst Approval	pnicks	06/07/2017 15:37:10 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: **17789** Amendment Number: **1**

Agency Name: **DETR - REHABILITATION DIVISION** Legal Entity Name: **BOARD OF REGENTS-TMCC**

Agency Code: **901** Contractor Name: **BOARD OF REGENTS-TMCC**

Appropriation Unit: **3265-09** Address: **7000 DANDINI BLVD**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89512**

If "No" please explain: Not Applicable Contact/Phone: **Tammy Freeman 775/673-7155**

Vendor No.: **D35000812**

NV Business ID: **Governmental Entity**

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.

<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 #: 2065-17-REHAB

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/03/2016**

Anticipated BOE meeting date 06/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/01/2017**

Contract term: **2 years and 27 days**

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

Contract description: **TMCC Summer Cmp 16**

5. Purpose of contract:

This is the first amendment to the original Interlocal agreement to provide Pre-Employment Transition Services (PETS) to disabled youths ages 16 - 21; which will provide the tools that will enable them to seek and retain employment. This amendment changes the termination date from June 1, 2017 to June 1, 2018 and increases the maximum amount of the contract from \$17,070.00 to \$45,312 due to continued need for these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$17,070.00	\$17,070.00	\$17,070.00	Yes - Info
2. Amount of current amendment (#1):	\$26,565.00	\$26,565.00	\$43,635.00	Yes - Info
3. New maximum contract amount: and/or the termination date of the original contract has changed to:	\$43,635.00 06/30/2018			

II. JUSTIFICATION

7. What conditions require that this work be done?

WIOA requires that 15% of all grant funding be spent on PETS programs.

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

State employees are not trained or have the skills to undertake the PETS training.

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?

There is no indirect costs associated with 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 vendor has been under multiple contracts with Vocational Rehabilitation since May 2003 and has been providing satisfactory service for the entire time.

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

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

Not Applicable

14. The contractor is 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	vleigh	06/01/2017 11:42:30 AM
Division Approval	vleigh	06/01/2017 11:42:34 AM
Department Approval	dohl0	06/01/2017 15:43:50 PM
Contract Manager Approval	dohl0	06/01/2017 15:45:26 PM
Budget Analyst Approval	tgreenam	06/01/2017 15:47:20 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: **18824**

Agency Name: DETR - EMPLOYMENT SECURITY DIVISION	Legal Entity Name: AHLVERS PLUMBING HEATING & CONTRACTOR NAME: AHLVERS PLUMBING HEATING &
Agency Code: 902	Address: COOLING INC
Appropriation Unit: All Budget Accounts - Category 04	1595 AVENUE F
Is budget authority available?: Yes	City/State/Zip: ELY, NV 89301
If "No" please explain: Not Applicable	Contact/Phone: Max Ahlvers 775/289-3377
	Vendor No.: T29028534
	NV Business ID: NV20101568839

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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	1.90 %	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, ESD Special Fund and Career Enhancement Program.

Agency Reference #: 3053-19-DETR

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/26/2017**
Anticipated BOE meeting date 07/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **05/31/2019**
Contract term: **2 years and 5 days**

4. Type of contract: **Contract**
Contract description: **HVAC**

5. Purpose of contract:
This is a new contract to provide regular maintenance and emergency heating, ventilation and air conditioning (HVAC) service work(s) for facilities in northern Nevada on an as needed basis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,500.00**
Other basis for payment: Business Hours are Monday thru Friday 8:00 am thru 4:30 pm. HVAC Labor is \$135.00 per hour. Refrigeration labor is \$135.00 per hour. Overtime, emergency, weekend and holidays is \$202.50 per hour. A minimum 1 1/2 hour charge. The State will initiate payment upon receipt and approval from the program of an approved itemized invoice broken out into time and materials.

II. JUSTIFICATION

7. What conditions require that this work be done?
Heating, ventilation and air conditioning systems often require maintenance and repairs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
State employees do not possess the required experience and training for 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):

O'Flaherty Heating and Plumbing
Ahlvers Plumbing & Heating

b. Solicitation Waiver: **Not Applicable**

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

One vendor in a pool. Each vendor offered services at reasonable rates.

d. Last bid date: 03/20/2017 Anticipated re-bid date: 01/01/2021

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

DETR, services verified as satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbende2	05/17/2017 13:10:23 PM
Division Approval	jmcentee	05/19/2017 14:20:50 PM
Department Approval	jmcentee	05/19/2017 14:20:53 PM
Contract Manager Approval	dohl0	05/19/2017 14:58:54 PM
Budget Analyst Approval	tgreenam	05/26/2017 11:44:20 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: **18827**

Agency Name:	DETR - EMPLOYMENT SECURITY DIVISION	Legal Entity Name:	AHLVERS PLUMBING HEATING & COOLING, INC.
Agency Code:	902	Contractor Name:	AHLVERS PLUMBING HEATING & COOLING, INC.
Appropriation Unit:	All Budget Accounts - Category 04	Address:	1595 AVENUE F
Is budget authority available?:	Yes	City/State/Zip:	ELY, NV 89301
If "No" please explain:	Not Applicable	Contact/Phone:	Max Ahlvers 775/289-3377
		Vendor No.:	T81088077
		NV Business ID:	NV20101568839

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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	1.90 %	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, ESD Special Fund and Career Enhancement Program.

Agency Reference #: 3048-19-DETR

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/26/2017**
Anticipated BOE meeting date 07/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**
Contract term: **2 years and 35 days**

4. Type of contract: **Contract**
Contract description: **Plumbing**

5. Purpose of contract:
This is a new contract to provide regular maintenance and emergency plumbing services to facilities in Ely Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00**
Other basis for payment: Business Hours are Monday thru Friday 8:00 am thru 4:30 pm. Plumber labor is \$135.00 per hour. Emergency, overtime, weekend and holidays is \$202.50 per hour. A minimum 1 12 hour charge. The State will initiate payment upon receipt and approval from the program of an approved itemized invoice broken out into time and materials.

II. JUSTIFICATION

7. What conditions require that this work be done?
Plumbing systems often require maintenance and repairs on an as needed basis.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
State employees do not possess the required experience and training for 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):

Ahlvers Plumbing Heating & Cooling
Michaels Plumbing Heating & Air
O'Flaherty Heating and Plumbing

b. Solicitation Waiver: **Not Applicable**

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

One in a vendor pool. Each vendor offered services as needed at reasonable rates.

d. Last bid date: 03/30/2017 Anticipated re-bid date: 01/01/2021

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

DETR, services verified as satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbende2	05/17/2017 15:36:30 PM
Division Approval	jmcentee	05/19/2017 14:21:29 PM
Department Approval	jmcentee	05/19/2017 14:21:34 PM
Contract Manager Approval	dohl0	05/19/2017 15:19:30 PM
Budget Analyst Approval	tgreenam	05/26/2017 12:55:04 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: **18817**

Agency Name: DETR - EMPLOYMENT SECURITY DIVISION	Legal Entity Name: Hilltop Refrigeration, Inc.
Agency Code: 902	Contractor Name: Hilltop Refrigeration, Inc.
Appropriation Unit: All Budget Accounts - Category 04	Address: 1215 Kleppe Lane #1
Is budget authority available?: Yes	City/State/Zip: Sparks, NV 89431
If "No" please explain: Not Applicable	Contact/Phone: Markus Dehm 775-771-4004
	Vendor No.: T27041493
	NV Business ID: NV20131621533

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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	1.90 %	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, ESD Special Fund and Career Enhancement Program

Agency Reference #: 3053-19-DETR

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/08/2017**
Anticipated BOE meeting date 06/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **2 years and 22 days**

4. Type of contract: **Contract**

Contract description: **HVAC**

5. Purpose of contract:

This is a new contract that provides regular maintenance and emergency services for heating, ventilation and air conditioning to northern Nevada facilities upon an as needed basis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,500.00**

Other basis for payment: Regular Rate time: 7am - 7pm. \$85.00 Per Hour. Overtime Rate, Emergency Rate and Weekends \$127.50 Per Hour. \$25.00 Truck Charge for first hour. Materials Mark Up 35%. The State will initiate payment upon receipt and approval from the program of an approved itemized invoice broken out into time and materials.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a new contract to provide heating, ventilation and air conditioning (HVAC) maintenance and services for the facilities located in northern Nevada on an as needed basis.

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

State employees do not possess the required experience and training for 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):

Pinnacle Heating and Air conditioning
Mawell Mechanical LLC
Hilltop Refrigeration, Inc.
Westernaire Inc.

b. Solicitation Waiver: **Not Applicable**

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

One in a vendor pool. Vendor offered services as needed at reasonable rates.

d. Last bid date: 03/17/2017 Anticipated re-bid date: 01/01/2021

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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	jbende2	05/24/2017 10:28:23 AM
Division Approval	vleigh	05/25/2017 08:59:50 AM
Department Approval	jmcentee	06/07/2017 09:32:47 AM
Contract Manager Approval	dohl0	06/07/2017 10:28:12 AM
Budget Analyst Approval	tgreenam	06/08/2017 15:37:08 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: **18822**

Agency Name: DETR - EMPLOYMENT SECURITY DIVISION	Legal Entity Name: OFLAHERTY PLUMBING & HEATING
Agency Code: 902	Contractor Name: OFLAHERTY PLUMBING & HEATING
Appropriation Unit: All Budget Accounts - Category 04	Address: 965 PIOCHE HWY
Is budget authority available?: Yes	City/State/Zip: ELY, NV 89301-3135
If "No" please explain: Not Applicable	Contact/Phone: John O'Flaherty 775/289-2801
	Vendor No.: PUR0002815
	NV Business ID: NV19781000068

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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	1.90 %	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, ESD Special Fund and Career Enhancement Program

Agency Reference #: 3041-19-DETR

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/26/2017**
Anticipated BOE meeting date 07/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **2 years and 35 days**

4. Type of contract: **Contract**

Contract description: **Plumbing**

5. Purpose of contract:

This is a new contract to provide regular and emergency plumbing and mechanical repairs to facilities in Ely on an as needed basis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00**

Other basis for payment: Business hours: Monday thru Friday, 7:30 am-4:30 pm. \$85.00 per Hour. Overtime, emergency, weekend and holiday. A minimum 1 hour charge \$150.00 Per Hour. Materials mark up 25%. The State will initiate payment upon receipt and approval from program of an approved itemized invoice broken out into time and materials.

II. JUSTIFICATION

7. What conditions require that this work be done?

Regular and emergency plumbing and mechanical repairs are often required.

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

State employees do not have the time or expertise to perform these tasks.

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):

Paschall Plumbing Plus
Ahlers Plumbing Heating & Cooling, Inc.
O'Flaherty Plumbing
Silverstate HVAC & Plumbing

b. Solicitation Waiver: **Not Applicable**

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

One in a vendor pool. Vendor offered services as needed at reasonable rates.

d. Last bid date: 03/20/2017 Anticipated re-bid date: 01/01/2021

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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	jbende2	05/16/2017 07:43:52 AM
Division Approval	vleigh	05/16/2017 10:26:11 AM
Department Approval	dohl0	05/22/2017 13:42:00 PM
Contract Manager Approval	dohl0	05/22/2017 13:42:07 PM
Budget Analyst Approval	tgreenam	05/26/2017 13:00:28 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: June 12, 2017

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

From: Katrina Nielsen, Budget Analyst *Katrina Nielsen*
Governor's Finance Office, 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.

GOVERNOR'S FINANCE OFFICE - BUDGET DIVISION

Agenda Item Write-up:

Pursuant to NRS Chapter 353, the Governor's Finance Office, Budget Division presents a reconciled fund balance report for the TORT Claim Fund, Statutory Contingency Account, Stale Claims Account, Emergency Account, Disaster Relief Account, IFC Unrestricted Contingency Funds and IFC Restricted Contingency Funds as of June 9, 2017.

Additional Information:

The TORT Claim Fund is the State Treasury Fund for Insurance Premiums. The Statutory Contingency Account, Stale Claims Account, Emergency Account, Disaster Relief Account, IFC Unrestricted Contingency Funds and IFC Restricted Contingency supplement funding for eligible agencies within statutory authority.

Below is the available balance for each account.

TORT Claim Fund	\$ 6,262,363.93
Statutory Contingency Account	\$ 2,960,201.21 **
Stale Claims Account	\$ 1,839,495.03 **
Emergency Account	\$ 239,336.01
Disaster Relief Account	\$ 7,263,051.14

IFC Unrestricted Contingency Fund General Fund	\$16,327,408.70 */**
IFC Unrestricted Contingency Highway Fund	\$ 1,676,832.35
IFC Restricted Contingency Fund General Fund	\$ 3,429,834.00
IFC Restricted Contingency Highway Fund	\$14,966,311.00 *


* Pending claims approved at January 26, 2017 Interim Finance Committee Meeting are deducted from available balance.

** Appropriations to restore balances through AB499 of the 2017 Legislative Session are reflected in the account balance. Work programs to add appropriated amounts are pending.

Statutory Authority:

NRS 331.187, 353.097, 353.263, 353.264, 353.266, 353.268, 353.2735 and

AB499 of the 2017 Legislative Session

REVIEWED: 
INFO ITEM: _____

**BA 1348 TORT Claim Fund
NRS 331.187
FY 2017 (as of June 9, 2017)**

Beginning Cash	4,012,011.00	
Insurance Premiums - A	289,982.80	
Insurance Premiums	4,503,925.37	
Loan	5,000.00	
Total Revenue		\$ 8,810,919.17

Paid Claims:

Attorney General's Office	(600,676.12)	
Carson City	(1,882,803.87)	
Reno	(432.42)	
Las Vegas	(64,642.83)	
Payments		\$ (2,548,555.24)
Account Balance		\$ 6,262,363.93

Claims Submitted for Payment:

	Submitted for Payment	\$ -
	Account Balance	\$ 6,262,363.93

Pending Claims:

Attorney General's Office (projection)	(175,129.77)	
Total Pending Claims		\$ (175,129.77)
Account Balance		\$ 6,087,234.16

**BA 4892 Statutory Contingency Account
NRS 353.264
FY 2017 (as of June 9, 2017)**

Beginning Cash	1,708,043.00	
Settlement Ins. Co. of the State of Pennsylvania Re: SF Busing	300,000.00	
Transfer From Treasurer	3,420.00	
Pending WP (AB499 Sec. 2)	2,000,000.00	
Total Revenue	4,011,463.00	\$ 4,011,463.00

Paid Claims:

James M Grady (Inmate litigations)	(4,240.00)	
James M Grady (White Pine Inmate Ellingson Investigation)	(4,640.00)	
James M Grady (White Pine Inmate Ellingson Investigation)	(1,120.00)	
White Pine County (White Pine Inmate Ellingson)	(165.00)	
Mark J Chambers (White Pine Inmate Ellingson)	(4,700.00)	
Dickinson Wright - outside counsel	(180.00)	
Dickinson Wright - outside counsel	(210.00)	
Bancroft (Education Savings Duncan)	(125,000.00)	
Bancroft (Education Savings Lopez)	(125,000.00)	
Linda A. Davies (Bradely Ellingson)	(3,532.85)	
Post Conviction State Claims	(437,998.02)	
Term Leave Payout - BA 1000	(12,000.00)	
DCFS Interstate Compact - 1st Qtr Reimbursement	(3,871.54)	
DCFS Interstate Compact - 2nd Qtr Reimbursement	(2,745.71)	
DCFS Interstate Compact - 3rd Qtr Reimbursement	(2,853.51)	
Dylan Frehner (White Pine Inmate Sonny Perez)	(450.00)	
Dylan Frehner (White Pine Inmate William Kerr)	(5,600.00)	
	<hr/>	
Payments	(734,306.63)	\$ (734,306.63)
Account Balance		\$ 3,277,156.37

Claims Submitted for Payment:

Secretary of State	(279,588.17)	
Post Conviction State Claims Submitted	(31,727.09)	
Linda A Davies (Dante H Pattison)	(539.06)	
White Pine County (Inmate Ellingson)	(5,100.84)	
	<hr/>	
Submitted for Payment	(316,955.16)	\$ (316,955.16)
Account Balance		\$ 2,960,201.21

Pending Claims:

FY17 Post Conviction Claims (projection)	(350,000.00)	
Post Conviction State Claims (projection)	(95,185.36)	
DCFS Interstate Compact - 4th Qtr Estimate (projection)	(4,882.38)	
	<hr/>	
Total Pending Claims	(450,067.74)	\$ (450,067.74)
Account Balance		\$ 2,510,133.47

**BA 4888 Stale Claims Account
NRS 353.097
FY 2017 (as of June 9, 2017)**

Beginning Cash	1,983,723.00	
Pending WP (Per AB 499 Sec. 1)	500,000.00	
Total Revenue		\$ 2,483,723.00

Paid Claims:

Board of Examiner's	(20,236.40)	
Post Claim Conviction Stale Claim	(11,423.02)	
Governor's Office	(626.32)	
Attorney General's Office	(70,589.84)	
Supreme Court	(2,499.82)	
Department of Taxation	(1,383.84)	
Public Defender	(705.00)	
Department of Education	(64,293.99)	
University of Nevada Reno	(30,945.48)	
Office of Military	(1,320.00)	
Department of Corrections	(109,418.56)	
Department of Health & Human Services	(324,362.43)	
Department of Public Safety	(2,574.72)	
Department of Conservation and Natural Resources	(1,781.02)	
Department of Employment, Rehabilitation and Training	(2,067.53)	
	<hr/>	
Payments		\$ (644,227.97)
Account Balance		\$ 1,839,495.03

Claims Submitted for Payment:

	-	
Submitted for Payment	<hr/>	\$ -
Account Balance		\$ 1,839,495.03

Pending Claims :

	-	
Total Pending Claims	<hr/>	\$ -
Estimated Account Balance - Including all Claims		\$ 1,839,495.03

**BA 4889 Emergency Fund
NRS 353.263
FY 2017 (as of June 9, 2017)**

Beginning Cash		279,841.00	
	Total Revenue		\$ 279,841.00
	<u>Paid Claims:</u>		
Feb 2017 Flood		<u>(40,504.99)</u>	
	Payments		\$ (40,504.99)
	Account Balance		\$ 239,336.01
	<u>Claims Submitted for Payment:</u>		
		<u>-</u>	
	Total Submitted Payments		\$ -
	Account Balance		\$ 239,336.01
	<u>Pending Claims</u>		
		<u>-</u>	
	Total Pending Claims		\$ -
	Estimated Account Balance - Including all Claims		\$ 239,336.01

**BA 1335 Disaster Relief Account
NRS 353.2735
FY 2017 (as of June 9, 2017)**

Beginning Cash	6,726,139.00
Treasurer's Interest	36,912.14
3rd Qtr Transfer Per NRS 353.288(4)	500,000.00

Total Revenue	\$ 7,263,051.14
----------------------	------------------------

Paid Claims:

Total paid	-
------------	---

Payments	\$ -
Account Balance	\$ 7,263,051.14

Claims Submitted for Payment:

	-
Submitted for Payment	\$ -
Account Balance	\$ 7,263,051.14

Pending Claims :

City of Carlin - Noticed 11/6/15 from DEM - no cost yet	-
---	---

Total Pending Claims	\$ -
Estimated Account Balance - Including all Claims	\$ 7,263,051.14

**IFC Contingency Fund Unrestricted
NRS 353.266
FY 2017 (as of January 26, 2017 Meeting agenda)**

Unrestricted General Fund

Beginning Cash	12,807,461.96	
Reversion to IFC	62,714.00	
Pending WP (AB499 Sec. 3)	7,000,000.00	
Total Revenue		\$ 19,870,175.96

Paid Claims:

Department of Corrections - Florence McClure Women's Correctional	(542,287.00)	
Department of Administration - Public Works Division - NSHE	(824,735.00)	
Department of Public Safety - Nevada Highway Patrol	(89,043.00)	
Department of Conservation and Natural Resources	(1,182,445.00)	
Meeting Costs	(32,822.26)	
Payments		\$ (2,671,332.26)
Account Balance		\$ 17,198,843.70

Pending Claims January 26, 2017 Meeting:

Department of Taxation - Initiative to Regulate & Tax Marijuana	(871,435.00)	
Total Pending		\$ (871,435.00)
Account Balance		\$ 16,327,408.70

Unrestricted Highway Fund

Beginning Cash	1,676,832.35	
Total Revenue		\$ 1,676,832.35

Paid Claims:

	-	
Payments		\$ -
Account Balance		\$ 1,676,832.35

**IFC Contingency Fund Restricted
NRS 353.268
FY 2017 (as of January 26, 2017 Meeting agenda)**

Restricted General Fund

Beginning Cash:

Office of Economic Development - Unmanned Aerial Vehicle Program	692,000.00
Office of Economic Development - Train Employees Now	500,000.00
Department of Health and Human Services - Aging and Disability Services - Autism	2,205,506.00
Department of Corrections - 55 Protective Service Positions	3,062,977.00
University of Nevada Medical School, Las Vegas Start Up Costs	12,467,702.00
University of Nevada School of Medicine Expansion of Medical Education	1,999,568.00
Department of Education - Social Worker Program	11,188,800.00

Total Revenue	\$ 32,116,553.00
----------------------	-------------------------

Paid Claims:

NHSE - University of Nevada, Las Vegas School of Medicine - 10/21/15	(12,467,702.00)
NHSE - University of Nevada School of Medicine - 12/21/15	(1,999,568.00)
NDE - Social Worker Program	(11,188,800.00)
DOC - Protective Service Positions - 4/14/16	(3,030,649.00)

Payments	\$ (28,686,719.00)
Account Balance	\$ 3,429,834.00

Pending Claims January 26, 2017 Meeting:

Total Pending	\$ -
Account Balance	\$ 3,429,834.00

Restricted Highway Fund

Beginning Cash:

Beginning Balance	1,601,832.00
Department of Motor Vehicles - System Modernization Project	14,087,500.00

Total Revenue	\$ 15,689,332.00
----------------------	-------------------------

Paid Claims:

Payments	\$ -
Account Balance	\$ 15,689,332.00

Pending Claims January 26, 2017 Meeting:

Department of Motor Vehicles - System Modernization Project	(723,021.00)
---	--------------

Total Pending	\$ (723,021.00)
Account Balance	\$ 14,966,311.00

Assembly Bill No. 499—Committee on Ways and Means

CHAPTER.....

AN ACT making appropriations to restore the balances in the State Claims Account, Reserve for Statutory Contingency Account and Contingency Account; and providing other matters properly relating thereto.

EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~{omitted-material}~~ is material to be omitted.

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

Section 1. 1. There is hereby appropriated from the State General Fund to restore the balance in the State Claims Account created by NRS 353.097 the sum of \$500,000.

2. There is hereby appropriated from the State General Fund to restore the balance in the Reserve for Statutory Contingency Account created by NRS 353.264 the sum of \$2,000,000.

3. There is hereby appropriated from the State General Fund to restore the balance in the Contingency Account created by NRS 353.266 the sum of \$7,000,000.

Sec. 2. This act becomes effective upon passage and approval.



OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FISCAL YEAR 2017 SUMMARY (QTR3)

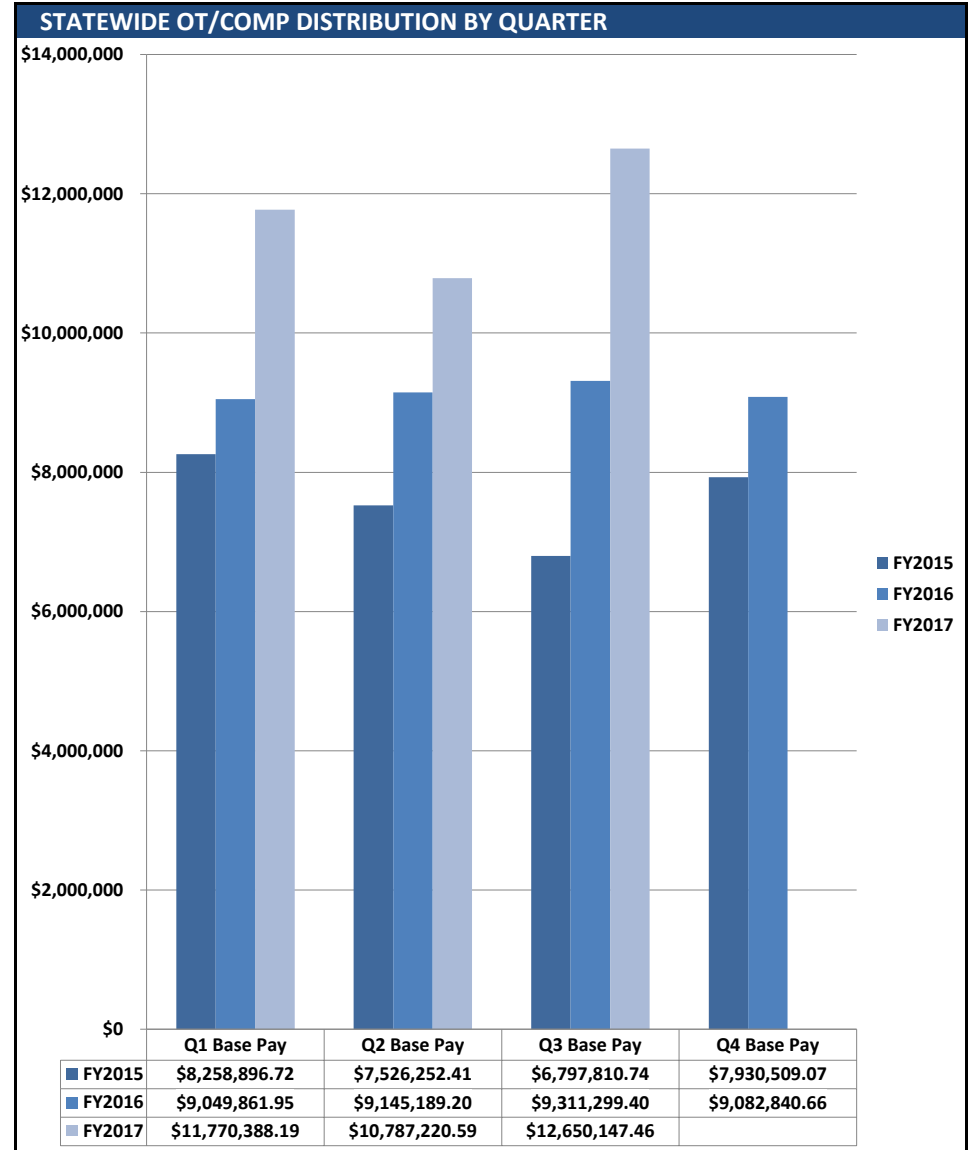
NEVADA DEPARTMENT OF ADMINISTRATION



Tuesday June 13th, 2017

CUMULATIVE STATEWIDE TOTALS (QTR3)			
	FY2015	FY2016	FY2017
BASE PAY	\$651,321,459	\$667,651,391	\$691,542,147
OVERTIME PAY + ACCRUED COMP	\$22,582,960	\$27,506,351	\$35,207,756
TOTAL PAY	\$673,904,419	\$695,157,741	\$726,749,903
OT/COMP AS A SHARE OF TOTAL PAY	3.35%	3.96%	4.84%

FY2017(QTR3)			
Highest OT/Comp expenditures in dollars			
Agency Code	Department	Overtime and Accrued Comp	OT/Comp as a Share of Total Pay
44	DEPARTMENT OF CORRECTIONS	\$4,055,443	10.30%
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$2,959,901	3.96%
80	DEPARTMENT OF TRANSPORTATION	\$2,196,403	8.78%
65	DEPARTMENT OF PUBLIC SAFETY	\$1,756,349	7.95%
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$715,147	7.00%
Highest percentages of OT/Comp as a share of Total Pay			
Agency Code	Department	Overtime and Accrued Comp	OT/Comp as a Share of Total Pay
44	DEPARTMENT OF CORRECTIONS	\$1,772,469	10.30%
24	DEPARTMENT OF VETERANS SERVICES	\$613,915	9.12%
80	DEPARTMENT OF TRANSPORTATION	\$75,976	8.78%
65	DEPARTMENT OF PUBLIC SAFETY	\$423,002	7.95%
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$948,584	7.00%



OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FY2017 COMPARATIVE QUARTERLY ANALYSIS vs FY2016

NEVADA DEPARTMENT OF ADMINISTRATION



Tuesday June 13, 2017

FY2017 - QTR1		
Greatest increases in OT/Comp expenditures vs FY2016		
Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2016 QTR1
44	DEPARTMENT OF CORRECTIONS	\$692,234
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$644,131
80	DEPARTMENT OF TRANSPORTATION	\$344,142
65	DEPARTMENT OF PUBLIC SAFETY	\$323,777
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$282,571

Greatest reductions in OT/Comp expenditures vs FY2016		
Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2016 QTR1
72	DEPARTMENT OF WILDLIFE	(\$26,967)
43	ADJUTANT GENERAL	(\$11,890)
61	GAMING CONTROL BOARD	(\$8,478)
36	COMMISSION ON POSTSECONDARY EDUCATION	(\$2,155)
05	TREASURER'S OFFICE	(\$2,127)

FY2017 - QTR2		
Greatest increases in OT/Comp expenditures vs FY2016		
Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2016 QTR2
44	DEPARTMENT OF CORRECTIONS	\$734,518
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$430,710
01	GOVERNOR'S OFFICE	\$187,206
65	DEPARTMENT OF PUBLIC SAFETY	\$181,572
24	DEPARTMENT OF VETERANS SERVICES	\$117,773

Greatest reductions in OT/Comp expenditures vs FY2016		
Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2016 QTR2
80	DEPARTMENT OF TRANSPORTATION	(\$92,060)
90	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	(\$52,470)
61	GAMING CONTROL BOARD	(\$16,183)
72	DEPARTMENT OF WILDLIFE	(\$7,358)
05	TREASURER'S OFFICE	(\$4,529)

FY2017 - QTR3		
Greatest increases in OT/Comp expenditures vs FY2016		
Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2016 QTR3
44	DEPARTMENT OF CORRECTIONS	\$1,290,782
80	DEPARTMENT OF TRANSPORTATION	\$978,176
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$658,171
65	DEPARTMENT OF PUBLIC SAFETY	\$290,450
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$87,136

Greatest reductions in OT/Comp expenditures vs FY2016		
Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2016 QTR3
90	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	(\$173,667)
13	DEPARTMENT OF TAXATION	(\$21,668)
72	DEPARTMENT OF WILDLIFE	(\$12,683)
04	SECRETARY OF STATE'S OFFICE	(\$3,961)
55	DEPARTMENT OF AGRICULTURE	(\$3,561)

FY2017 - QTR4		
Greatest increases in OT/Comp expenditures vs FY2016		
Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2016 QTR3
No QTR4 Data Available		

Greatest reductions in OT/Comp expenditures vs FY2016		
Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2016 QTR3
No QTR4 Data Available		

FY2017 YEAR-TO-DATE (Q1-Q3) TOTALS		
Greatest increases in OT/Comp expenditures vs FY2016		
Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2016 QTR1
44	DEPARTMENT OF CORRECTIONS	\$2,717,535
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$1,371,452
80	DEPARTMENT OF TRANSPORTATION	\$1,230,258
65	DEPARTMENT OF PUBLIC SAFETY	\$795,799
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$790,188

Greatest reductions in OT/Comp expenditures vs FY2016		
Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2016 QTR1
90	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	(\$201,908)
72	DEPARTMENT OF WILDLIFE	(\$47,008)
43	ADJUTANT GENERAL	(\$17,792)
05	TREASURER'S OFFICE	(\$9,058)
36	COMMISSION ON POSTSECONDARY EDUCATION	(\$2,580)

OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FY2017 QUARTERLY DETAILED ANALYSIS

NEVADA DEPARTMENT OF ADMINISTRATION



Tuesday June 13th, 2017

Agency Code	Department	FY2017 QTR1				FY2017 QTR2				FY2017 QTR3				FY2017 QTR4				FY2017 QTR1-QTR4		
		Overtime Pay and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Difference in OT Pay/Accrued Comp versus FY2016 - Q1	Overtime Pay and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Difference in OT Pay/Accrued Comp versus FY2016 - Q2	Overtime Pay and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Difference in OT Pay/Accrued Comp versus FY2016 - Q3	Overtime Pay and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Difference in OT Pay/Accrued Comp versus FY2016 - Q4	Overtime Pay and Accrued Comp (YTD)	Total Pay (YTD)	OT/Comp as a Share of Total Pay (YTD)
01	GOVERNOR'S OFFICE	\$31,369	\$1,290,637	2.43%	\$27,967	\$187,206	\$1,173,711	15.95%	\$187,206	\$7,089	\$1,407,075	0.50%	\$7,089					\$225,663	\$3,871,423	5.83%
02	LIEUTENANT GOVERNOR'S OFFICE	\$0	\$78,950	0.00%	\$0	\$0	\$79,688	0.00%	\$0	\$0	\$87,357	0.00%	\$0					\$0	\$245,996	0.00%
03	ATTORNEY GENERAL'S OFFICE	\$24,134	\$6,100,336	0.40%	\$9,360	\$11,031	\$5,867,377	0.19%	\$1,725	\$18,784	\$6,830,168	0.28%	\$2,921					\$53,949	\$18,797,881	0.29%
04	SECRETARY OF STATE'S OFFICE	\$20,487	\$1,484,439	1.38%	\$15,683	\$6,954	\$1,522,875	0.46%	\$3,957	\$2,921	\$1,744,344	0.17%	(\$3,961)					\$30,362	\$4,751,658	0.64%
05	TREASURER'S OFFICE	\$1,040	\$593,459	0.18%	(\$2,127)	\$2,829	\$599,557	0.47%	(\$4,529)	\$1,071	\$693,079	0.15%	(\$2,402)					\$4,940	\$1,886,094	0.26%
06	CONTROLLER'S OFFICE	\$13,200	\$611,362	2.16%	\$8,118	\$44,452	\$596,309	7.45%	(\$3,457)	\$4,903	\$686,663	0.71%	\$3,094					\$62,555	\$1,894,334	3.30%
08	DEPARTMENT OF ADMINISTRATION	\$141,729	\$6,921,161	2.05%	\$74,646	\$107,573	\$6,662,329	1.61%	\$41,710	\$104,472	\$7,998,310	1.31%	\$22,284					\$353,773	\$21,581,800	1.64%
09	JUDICIAL BRANCH	\$1,495	\$6,597,313	0.02%	(\$1,410)	\$1,391	\$7,088,612	0.02%	\$102	\$9,779	\$6,750,190	0.14%	\$8,978					\$12,665	\$20,436,116	0.06%
10	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS	\$3,918	\$1,385,609	0.28%	(\$373)	\$11,808	\$1,364,261	0.87%	\$7,967	\$7,378	\$1,569,307	0.47%	\$3,205					\$23,104	\$4,319,177	0.53%
12	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	\$0	\$707,915	0.00%	\$0	\$0	\$672,618	0.00%	\$0	\$0	\$823,158	0.00%	\$0					\$0	\$2,203,691	0.00%
13	DEPARTMENT OF TAXATION	\$82,728	\$4,089,933	2.02%	\$71,491	\$29,768	\$3,842,266	0.77%	\$6,789	\$21,204	\$4,645,206	0.46%	(\$21,668)					\$133,701	\$12,577,405	1.06%
15	COMMISSION ON ETHICS	\$0	\$99,194	0.00%	\$0	\$0	\$98,310	0.00%	\$0	\$0	\$116,245	0.00%	\$0					\$0	\$313,749	0.00%
22	JUDICIAL DISCIPLINE COMMISSION	\$0	\$97,436	0.00%	\$0	\$0	\$95,567	0.00%	\$0	\$0	\$113,754	0.00%	\$0					\$0	\$306,757	0.00%
23	COMMISSION ON PEACE OFFICERS STANDARDS & TRAINING	\$0	\$207,025	0.00%	(\$913)	\$527	\$190,091	0.28%	(\$322)	\$63	\$239,498	0.03%	(\$404)					\$590	\$636,614	0.09%
24	DEPARTMENT OF VETERANS SERVICES	\$295,094	\$2,570,294	11.48%	\$162,740	\$307,051	\$2,241,699	13.70%	\$117,773	\$266,511	\$2,922,835	9.12%	\$83,647					\$868,657	\$7,734,829	11.23%
30	DEPARTMENT OF EDUCATION	\$40,649	\$2,292,964	1.77%	\$21,537	\$33,054	\$2,270,394	1.46%	\$10,935	\$49,255	\$2,674,276	1.84%	\$35,326					\$122,958	\$7,237,634	1.70%
31	STATE PUBLIC CHARTER SCHOOL AUTHORITY	\$7,300	\$199,786	3.65%	\$6,265	\$0	\$182,875	0.00%	\$0	\$0	\$205,378	0.00%	(\$2,324)					\$7,300	\$588,040	1.24%
36	COMMISSION ON POSTSECONDARY EDUCATION	\$0	\$42,879	0.00%	(\$2,155)	\$0	\$49,122	0.00%	(\$425)	\$0	\$57,574	0.00%	\$0					\$0	\$149,575	0.00%
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$2,485,195	\$65,899,078	3.77%	\$644,131	\$2,578,666	\$62,411,629	4.13%	\$58,921	\$2,959,901	\$74,667,392	3.96%	\$87,136					\$8,023,761	\$202,978,099	3.95%
43	ADJUTANT GENERAL	\$65,076	\$1,466,373	4.44%	(\$11,890)	\$51,064	\$1,191,897	4.28%	(\$4,496)	\$38,426	\$1,473,172	2.61%	(\$1,406)					\$154,566	\$4,131,441	3.74%
44	DEPARTMENT OF CORRECTIONS	\$3,180,995	\$33,887,659	9.39%	\$692,234	\$3,699,221	\$30,267,200	12.22%	\$734,518	\$4,055,443	\$39,377,866	10.30%	\$1,290,782					\$10,935,659	\$103,532,725	10.56%
50	COMMISSION ON MINERAL RESOURCES	\$13,375	\$182,945	7.31%	\$2,240	\$242	\$142,268	0.17%	(\$2,106)	\$5,123	\$190,505	2.69%	(\$489)					\$18,740	\$515,718	3.63%
55	DEPARTMENT OF AGRICULTURE	\$29,997	\$1,672,951	1.79%	\$5,105	\$26,963	\$1,652,846	1.63%	\$2,159	\$26,255	\$1,918,929	1.37%	(\$3,561)					\$83,215	\$5,244,726	1.59%
58	PUBLIC UTILITIES COMMISSION	\$0	\$1,613,451	0.00%	\$0	\$0	\$1,529,517	0.00%	\$0	\$0	\$1,822,165	0.00%	\$0					\$0	\$4,965,134	0.00%
61	GAMING CONTROL BOARD	\$105,601	\$5,721,009	1.85%	(\$8,478)	\$115,520	\$5,561,154	2.08%	(\$16,183)	\$161,566	\$6,671,825	2.42%	\$72,011					\$382,687	\$17,953,989	2.13%
65	DEPARTMENT OF PUBLIC SAFETY	\$1,997,175	\$19,574,899	10.20%	\$323,777	\$1,754,591	\$17,475,794	10.04%	\$181,572	\$1,756,349	\$22,095,828	7.95%	\$290,450					\$5,508,116	\$59,146,521	9.31%
69	COLORADO RIVER COMMISSION	\$557	\$647,166	0.09%	(\$1,109)	\$2,553	\$632,692	0.40%	(\$3,570)	\$3,535	\$722,938	0.49%	\$3,084					\$6,644	\$2,002,796	0.33%
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$1,541,750	\$10,647,388	14.48%	\$282,571	\$505,101	\$8,569,462	5.89%	\$430,710	\$715,147	\$10,222,605	7.00%	\$658,171					\$2,761,998	\$29,439,455	9.38%
72	DEPARTMENT OF WILDLIFE	\$70,905	\$3,452,008	2.05%	(\$26,967)	\$60,561	\$3,203,288	1.89%	(\$7,358)	\$54,013	\$3,770,576	1.43%	(\$12,683)					\$185,478	\$10,425,871	1.78%
74	DEPARTMENT OF BUSINESS AND INDUSTRY	\$99,523	\$7,939,826	1.25%	\$39,090	\$77,674	\$7,867,825	0.99%	\$10,082	\$57,840	\$9,147,945	0.63%	\$13,446					\$235,037	\$24,955,597	0.94%
80	DEPARTMENT OF TRANSPORTATION	\$1,200,488	\$23,994,922	5.00%	\$344,142	\$1,043,863	\$22,677,586	4.60%	(\$92,060)	\$2,196,403	\$25,015,663	8.78%	\$978,176					\$4,440,754	\$71,688,171	6.19%
81	DEPARTMENT OF MOTOR VEHICLES	\$110,425	\$11,836,455	0.93%	\$18,462	\$111,938	\$11,545,267	0.97%	\$34,636	\$97,393	\$13,701,645	0.71%	\$4,478					\$319,755	\$37,083,367	0.86%
90	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	\$204,023	\$10,399,799	1.96%	\$24,230	\$13,507	\$10,079,128	0.13%	(\$52,470)	\$29,324	\$10,051,748	0.29%	(\$173,667)					\$246,853	\$30,530,675	0.81%
92	DEFERRED COMPENSATION	\$48	\$20,956	0.23%	\$48	\$0	\$20,632	0.00%	\$0	\$0	\$24,692	0.00%	\$0					\$48	\$66,280	0.07%
95	PUBLIC EMPLOYEES' BENEFITS PROGRAM	\$0	\$383,016	0.00%	\$0	\$0	\$359,019	0.00%	\$0	\$0	\$418,128	0.00%	\$0					\$0	\$1,160,163	0.00%
96	SILVER STATE HEALTH INSURANCE EXCHANGE	\$2,113	\$195,706	1.08%	\$2,113	\$2,113	\$187,017	1.13%	(\$1,754)	\$0	\$226,461	0.00%	(\$2,866)					\$4,226	\$609,184	0.69%
STATEWIDE TOTALS:		\$11,770,388	\$234,906,298	5.01%	\$2,720,526	\$10,787,221	\$219,971,884	4.90%	\$1,642,031	\$12,650,147	\$261,084,501	4.85%	\$3,338,848					\$35,207,756	\$715,962,683	4.92%

No QTR4 Data Available

OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FY 2017 COMPARATIVE YEAR-TO-DATE ANALYSIS (QTR1-QTR2) vs FY2015-FY2016

NEVADA DEPARTMENT OF ADMINISTRATION



Tuesday, June 13, 2017

		FY 2015 QTR1-QTR3			FY 2016 QTR1-QTR3				FY 2017 QTR1-QTR3			
Agency Code	Department	Overtime and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Overtime and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Pay/Accrued Comp versus FY2015	Overtime and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Pay/Accrued Comp versus FY2016
01	GOVERNOR'S OFFICE	\$0	\$1,827,238	0.00%	\$3,402	\$3,886,357	0.09%	\$3,402	\$225,663	\$4,058,629	5.56%	\$222,261
02	LIEUTENANT GOVERNOR'S OFFICE	\$0	\$215,343	0.00%	\$0	\$232,698	0.00%	\$0	\$0	\$245,996	0.00%	\$0
03	ATTORNEY GENERAL'S OFFICE	\$26,659	\$17,859,444	0.15%	\$39,942	\$18,112,625	0.22%	\$13,283	\$53,949	\$18,808,912	0.29%	\$14,007
04	SECRETARY OF STATE'S OFFICE	\$11,270	\$4,461,344	0.25%	\$14,683	\$4,371,849	0.34%	\$3,413	\$30,362	\$4,758,612	0.64%	\$15,679
05	TREASURER'S OFFICE	\$14,238	\$1,754,039	0.81%	\$13,998	\$1,700,703	0.82%	(\$240)	\$4,940	\$1,888,923	0.26%	(\$9,058)
06	CONTROLLER'S OFFICE	\$28,497	\$1,835,464	1.55%	\$54,801	\$1,932,130	2.84%	\$26,304	\$62,555	\$1,938,786	3.23%	\$7,754
08	DEPARTMENT OF ADMINISTRATION	\$655,055	\$23,134,947	2.83%	\$215,133	\$20,798,082	1.03%	(\$439,922)	\$353,773	\$21,689,373	1.63%	\$138,640
09	JUDICIAL BRANCH	\$18,898	\$20,276,591	0.09%	\$4,996	\$20,716,083	0.02%	(\$13,902)	\$12,665	\$20,437,507	0.06%	\$7,669
10	AFFAIRS	\$26,219	\$4,301,683	0.61%	\$12,306	\$4,404,245	0.28%	(\$13,913)	\$23,104	\$4,330,986	0.53%	\$10,798
12	DEVELOPMENT	\$574	\$2,059,736	0.03%	\$0	\$2,193,269	0.00%	(\$574)	\$0	\$2,203,691	0.00%	\$0
13	DEPARTMENT OF TAXATION	\$36,966	\$11,037,945	0.33%	\$77,089	\$11,396,066	0.68%	\$40,123	\$133,701	\$12,607,173	1.06%	\$56,612
15	COMMISSION ON ETHICS	\$0	\$285,707	0.00%	\$0	\$297,873	0.00%	\$0	\$0	\$313,749	0.00%	\$0
22	JUDICIAL DISCIPLINE COMMISSION	\$0	\$186,211	0.00%	\$0	\$265,903	0.00%	\$0	\$0	\$306,757	0.00%	\$0
23	STANDARDS & TRAINING	\$10,810	\$651,721	1.66%	\$2,229	\$615,029	0.36%	(\$8,581)	\$590	\$637,141	0.09%	(\$1,639)
24	DEPARTMENT OF VETERANS SERVICES	\$611,146	\$7,277,978	8.40%	\$504,496	\$7,505,033	6.72%	(\$106,650)	\$868,657	\$8,041,880	10.80%	\$364,161
30	DEPARTMENT OF EDUCATION	\$51,731	\$6,008,809	0.86%	\$55,161	\$6,569,955	0.84%	\$3,430	\$122,958	\$7,270,688	1.69%	\$67,797
31	AUTHORITY	\$1,513	\$418,831	0.36%	\$3,358	\$494,241	0.68%	N/A	\$7,300	\$588,040	1.24%	\$3,942
36	EDUCATION	\$0	\$166,071	0.00%	\$2,580	\$162,275	1.59%	\$2,580	\$0	\$149,575	0.00%	(\$2,580)
40	SERVICES	\$5,685,264	\$186,740,626	3.04%	\$7,233,573	\$196,688,070	3.68%	\$1,548,309	\$8,023,761	\$205,556,765	3.90%	\$790,188
43	ADJUTANT GENERAL	\$174,110	\$3,960,650	4.40%	\$172,358	\$4,108,991	4.19%	(\$1,752)	\$154,566	\$4,182,506	3.70%	(\$17,792)
44	DEPARTMENT OF CORRECTIONS	\$5,728,344	\$97,656,350	5.87%	\$8,218,125	\$101,883,511	8.07%	\$2,489,781	\$10,935,659	\$107,231,947	10.20%	\$2,717,534
50	COMMISSION ON MINERAL RESOURCES	\$17,040	\$565,291	3.01%	\$19,094	\$570,267	3.35%	\$2,054	\$18,740	\$515,960	3.63%	(\$354)
55	DEPARTMENT OF AGRICULTURE	\$90,959	\$5,005,591	1.82%	\$79,512	\$5,050,456	1.57%	(\$11,447)	\$83,215	\$5,271,689	1.58%	\$3,703
58	PUBLIC UTILITIES COMMISSION	\$0	\$5,080,066	0.00%	\$0	\$5,166,775	0.00%	\$0	\$0	\$4,965,134	0.00%	\$0
61	GAMING CONTROL BOARD	\$314,338	\$17,388,101	1.81%	\$335,338	\$17,699,654	1.89%	\$21,000	\$382,687	\$18,069,508	2.12%	\$47,349
65	DEPARTMENT OF PUBLIC SAFETY	\$4,224,072	\$56,237,803	7.51%	\$4,712,317	\$58,322,219	8.08%	\$488,245	\$5,508,116	\$60,901,112	9.04%	\$795,799
69	COLORADO RIVER COMMISSION	\$5,056	\$1,888,801	0.27%	\$8,238	\$1,906,216	0.43%	\$3,182	\$6,644	\$2,005,349	0.33%	(\$1,594)
70	NATURAL RESOURCES	\$1,141,141	\$27,156,994	4.20%	\$1,390,545	\$27,299,905	5.09%	\$249,404	\$2,761,998	\$29,944,555	9.22%	\$1,371,453
72	DEPARTMENT OF WILDLIFE	\$190,587	\$9,747,142	1.96%	\$232,487	\$10,073,291	2.31%	\$41,900	\$185,478	\$10,486,432	1.77%	(\$47,009)
74	DEPARTMENT OF BUSINESS AND INDUSTRY	\$227,806	\$24,060,894	0.95%	\$172,419	\$24,598,641	0.70%	(\$55,387)	\$235,037	\$25,033,271	0.94%	\$62,618
80	DEPARTMENT OF TRANSPORTATION	\$2,476,571	\$66,898,542	3.70%	\$3,210,496	\$68,944,945	4.66%	\$733,925	\$4,440,754	\$72,732,035	6.11%	\$1,230,258
81	DEPARTMENT OF MOTOR VEHICLES	\$318,382	\$34,123,461	0.93%	\$262,180	\$35,838,134	0.73%	(\$56,202)	\$319,755	\$37,195,304	0.86%	\$57,575
90	& REHAB	\$495,539	\$31,879,004	1.55%	\$448,761	\$29,524,508	1.52%	(\$46,778)	\$246,853	\$30,544,182	0.81%	(\$201,908)
92	DEFERRED COMPENSATION	\$0	\$42,090	0.00%	\$0	\$56,414	0.00%	\$0	\$48	\$66,280	0.07%	\$48
95	PUBLIC EMPLOYEES' BENEFITS PROGRAM	\$177	\$1,131,192	0.02%	\$0	\$1,141,505	0.00%	(\$177)	\$0	\$1,160,163	0.00%	\$0
96	EXCHANGE	\$0	\$582,717	0.00%	\$6,733	\$629,822	1.07%	\$6,733	\$4,226	\$611,297	0.69%	(\$2,507)
STATEWIDE TOTALS:		\$22,581,449	\$673,485,586	3.35%	\$27,506,350	\$695,157,740	3.96%	\$4,924,901	\$35,207,756	\$726,749,903	4.84%	\$7,701,406