

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:** August 8, 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 July 5, 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’.

<b>AGENCY NAME</b>	<b># OF VEHICLES</b>	<b>NOT TO EXCEED:</b>
Department of Conservation and Natural Resources – Nevada State Parks Division	29	\$885,344
Department of Public Safety – Division of Investigations	3	\$101,718
Department of Wildlife	17	\$545,826
<b>Total</b>	<b>49</b>	<b>\$1,532,888</b>

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

**A. Department of Health and Human Services – Division of Public and Behavioral Health – Facility for Mental Offender**

Pursuant to NRS 333.705, subsection 1, the Division requests authority to contract with Chris Radford-Price, a former Director of Nursing, to assess, coordinate and participate in direct client care. This employee will support Lake’s Crossing Center for approximately 20 hours per week from August 9, 2017 through August 8, 2018.

**B. Department of Administration – Purchasing Division**

Pursuant to NRS 333.705, subsection 1, the Division requests authority to contract with Ethan Dorrance, a former Correctional Officer, to provide uniformed security guard services through Allied Universal Security Services.

**6. State Administrative Manual Changes** (For possible action)

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

2400 – Division of Internal Audits

**7. Approval To Pay An Allocation From The Interim Finance Committee Contingency Account (For possible action)**

**A. Office of the Attorney General – Crime Prevention \$6,253**

Pursuant to NRS 353.268, subsection 1, the Office's Crime Prevention Account requests an allocation of \$6,253 from the Interim Finance Committee Contingency Account to cover a projected salary shortfall.

**B. Office of the State Treasurer \$136,014**

Pursuant to NRS 353.268, subsection 1, the Office requests an allocation of \$136,014 from the Interim Finance Committee Contingency Account to pay for contract expenditures on software development and maintenance for the Education Savings Program.

**C. Commission on Ethics \$14,470**

Pursuant to NRS 353.268, subsection 1, the Nevada Commission on Ethics requests a loan of \$14,470 from the Interim Finance Committee Contingency Account to fund expenditures through the end of the fiscal year.

**D. Department of Education - \$211,749**

Pursuant to NRS 353.268, subsection 1, the Nevada Department of Education requests an allocation of \$211,749 from the Interim Finance Committee Contingency Fund to replenish the Special Education Contingency Account.

**8. Authorization to Approve a Provider Agreement** (For possible action)

**Department of Health and Human Services – Division of Child and Family Services – Provider Agreement Form**

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

- Medication Management, Psychiatric and Psychological Evaluations (Youth Parole Services)
- Medication Management, Psychiatric and Psychological Evaluations (Juvenile Justice Facilities)

**9. Master Lease Agreement** (For possible action)

**Department of Administration – Enterprise Information Technology Services**

The Division seeks approval for the second amendment to the existing master lease agreement with International Business Machines (IBM) which provides IBM Mainframe Storage Equipment for disaster recovery purposes in support of tape subsystems not to exceed \$1,024,967.18.

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

**Department of Education – Assessments & Accountability - \$1,712,621.20**

Pursuant to NRS 332.195, the Department requests to utilize a Chicago Public Schools Intrastate Interlocal Agreement with Northwest Evaluation Association to provide a new Measures of Academic Progress Kindergarten through Third Grade Reading Assessment.



## 11. 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. Department of Education

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
2673	Office of the Superintendent	\$29,897	
	<b>Total</b>	<b>\$29,897</b>	

### B. Department of Agriculture

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
4550	Veterinary Medical Services	\$6,836	
	<b>Total</b>	<b>\$6,836</b>	

### C. Department of Corrections

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
3706	Prison Medical Care	\$194,000	
3738	Southern Desert Correctional Center	\$289,000	
3751	Ely State Prison	\$300,000	
3761	Florence McClure Women's Correctional Center	\$151,000	
	<b>Total</b>	<b>\$934,000</b>	

**12. Approval to Pay a Tort Claim Pursuant to NRS 41.036** (For possible action)

Claimant: Helen Romero, et al.  
Claim No.: TC 18107  
Settlement Amount: \$70,000  
Date of Loss: December 28, 2006

**13. Leases** (For possible action)

**14. Contracts** (For possible action)

**15. Master Service Agreements** (For possible action)

**16. Information Item – Clerk of the Board Contracts and Leases**

Pursuant to NRS 333.700, the Clerk of the Board may approve all contract and lease 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, leases and amendments approved from June 13, 2017 through July 18, 2017.

**17. Information Item - Department of Public Safety – Emergency Management – Disaster Relief Account Request**

Pursuant to NRS 353.2755, the Division 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 Mineral County to cover spring flooding preparation/mitigation costs.

**18. 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)

## 19. 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](mailto: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](mailto: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>

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

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

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

Date: July 11, 2017  
To: James R. Wells, Clerk of the Board  
Governor's Finance Office  
From: Curtis Palmer, Budget Officer CP  
Budget Division  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
NEVADA STATE PARKS DIVISION**

Agenda Item Write-up:

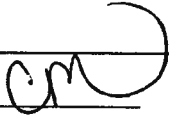
Pursuant to NRS 334.010, the Department of Conservation and Natural Resources – Nevada State Parks Division, requests approval to purchase 21 new vehicles and 8 replacement vehicles in Fiscal Year 2018 in an amount not to exceed \$885,344.

Additional Information:


The department seeks approval to purchase a total of 29 vehicles to be used in accomplishing the mission of the division and in accordance with the agency's 2018 legislatively approved budget.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED: 
ACTION ITEM: _____

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

<b>Agency Name:</b> State Parks	<b>Budget Account #:</b> 4162
<b>Contact Name:</b> Jennifer Idema	<b>Telephone Number:</b> 775-684-2773
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:	
<b>Number of vehicles requested:</b> <u>29</u> <b>Amount of the request:</b> <u>\$885,343.25</u> <b>Is the requested vehicle(s) new or used:</b> <u>New</u> <b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> Trucks, sedan <b>Mission of the requested vehicle(s):</b> New and replacement vehicles as requested in the 18/19 budget.	
<b>Were funds legislatively approved for the request?</b>  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, please provide the decision unit number:</b> E351, E353, E357, E359, E365, E367, E369, E370, E371, E372, E374, E375 <b>If no, please explain how the vehicles will be funded?</b>
<b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b>  <input checked="" type="checkbox"/> <u>21</u> Addition(s) <input type="checkbox"/> <u>8</u> Replacement(s)	
<b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b> No, vehicles are to be used in off-road terrain.	
<b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)  <b>Current Vehicle Information:</b> Vehicle #1 Model Year: <u>See attached spreadsheet</u> Odometer Reading: Type of Vehicle:	Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.  Yes  <hr/> If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.  N/A
Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:	
<i>Please attach an additional sheet if necessary</i>	
<b>APPOINTING AUTHORITY APPROVAL:</b>	
 _____ Agency Appointing Authority	<u>ASO II</u> _____ Title
_____ Date	
<b>BOARD OF EXAMINERS' APPROVAL:</b>	
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase	
_____ Board of Examiners	_____ Date

FISCAL YEAR 2018 NEW AND REPLACEMENT VEHICLE REQUEST

Budget Account: 4162

Budget Account Title: Nevada Division of State Parks

Reg / Park	Cal.	Object Code (GL)	Item Requested	Dec Unit	Leg Appr Amt	Additional Equip	Item Being Replaced	Plate #	Total	Condition/ Reason for Replacement	Proposed Vehicle	Purchase Price
Walker	05	8310	2.13 3/4 ton 4X4 Crew Cab Short bed	E361	\$29,453	LE Equip- \$10,552 LE Radio-\$4,982	New		\$44,987		1.1B SSV Pickup Truck Ram 1500 Crew 4x4	\$29,598.25
Walker	05	8310	2.13 3/4 ton 4X4 Crew Cab Short bed	E361	\$29,453		New		\$29,453		2.9A Dodge Ram Quad Cab 1500 4x4	\$26,716.25
Walker	05	8310	2.13 3/4 ton 4X4 Crew Cab Short bed	E361	\$29,453		New		\$29,453		1.1B SSV Pickup Truck Ram 1500 Crew 4x4	\$28,998.25
Walker	05	8310	2.13 3/4 ton 4X4 Crew Cab Short bed	E361	\$29,453	LE Equip- \$10,552 LE Radio-\$4,982	New		\$44,987		1.1B SSV Pickup Truck Ram 1500 Crew 4x4	\$29,598.25
Walker	05	8310	2.13 3/4 ton 4X4 Crew Cab Short bed	E361	\$29,453		New		\$29,453		2.9A Dodge Ram Quad Cab 1500 4x4	\$26,716.25
Walker	05	8310	Truck w/ Utility Bed	E361	\$46,697		New		\$46,697		3.1 Dodge Ram 2500 Reg Cab 4x4	\$37,985.25
Walker	05	8310	2.13 3/4 ton 4X4 Crew Cab Short bed	E363	\$29,453	LE Equip- \$10,552 LE Radio-\$4,982	New		\$44,987		2.9A Dodge Ram Quad Cab 1500 4x4	\$26,716.25
Walker	05	8310	2.13 3/4 ton 4X4 Crew Cab Short bed	E363	\$29,453		New		\$29,453		3.4 Cab & Chassis; 1 Ton Full Size Standard Cab	\$35,981.25
Walker	05	8310	Truck w/ Utility Bed	E363	\$46,697		New		\$46,697		3.4 Cab & Chassis; 1 Ton Full Size Standard Cab	\$35,981.25
Tule	05	8310	2.16 4WD Truck 3/4 Ton Ext Cab Short Bed	E367	\$28,404	LE Equip- \$10,552 LE Radio-\$4,982	New		\$43,938		1.1B SSV Pickup Truck Ram 1500 Crew 4x4	\$29,471.25
Van Sickle	05	8310	2.13 3/4 ton 4X4 Crew Cab Short bed	E369	\$29,453	LE Equip- \$10,552 LE Radio-\$4,982	New		\$44,987		2.7 1/2 Ton; Full Size; Crew Cab; Short Bed F150	\$29,676.25
Eastern Region	05	8310	2.13 3/4 ton 4X4 Crew Cab Short bed	E365	\$29,453	LE Equip- \$10,552 LE Radio-\$4,982	New		\$44,987		1.4 Police Truck; 1/2 Ton; Full Size; Crew Cab; 4x4; SSV; Short Bed	\$32,116.25

1 2 3 4 5 6 7 8 9 10 11 12

13	Eastern Region	05	8310	2.13 3/4 ton 4X4 Crew Cab Short bed	E366	\$29,453		New			\$29,453		3.4 Dodge Ram 3500 Regular Cab Chassis Cab 4x4 Gas	\$30,894.25
14	Eastern Region	05	8310	Service Truck	E366	\$84,977		New			\$84,977		3.6 Cab & Chassis: 1 Ton, Full Size; DRW; Over 15000 GVW	\$51,086.25
15	Lahontan	05	8310	2.13 3/4 ton 4X4 Crew Cab Short bed	E367	\$29,453	LE Equip- \$10,552 LE Radio-\$4,982	New			\$44,987		2.9A Dodge Ram Quad Cab 1500 4x4	\$26,716.25
16	Southern Region	05	8310	2.14 4WD Truck 3/4 T; Crew Cab; Long Bed	E369	\$30,002		New			\$30,002		2.7 Truck; 1/2 Ton; Full Size; Crew Cab; Short Bed	\$32,809.25
17	Eastern Region	05	8310	2.14 4WD Truck 3/4 T; Crew Cab; Long Bed	E369	\$30,002		New			\$30,002		2.7 Truck; 1/2 Ton; Full Size; Crew Cab; Short Bed	\$32,809.25
18	Valley of Fire	05	8310	2.13 3/4 ton 4X4 Crew Cab Short bed	E370	\$29,780	LE Equip- \$10,552 LE Radio-\$4,982	New			\$45,314		1.1B SSV Pickup Truck Ram 1500 Crew 4x4	\$29,471.25
19	Spring Mtn Ranch	05	8310	2.13 3/4 ton 4X4 Crew Cab Short bed	E370	\$29,780	LE Equip- \$10,552 LE Radio-\$4,982	New			\$45,314		1.1B SSV Pickup Truck Ram 1500 Crew 4x4	\$29,471.25
20	Big Bend	05	8310	2.14 4WD Truck 3/4 T; Crew Cab; Long Bed	E371	\$30,002		New			\$30,002		2.15 Truck; 3/4 Ton; Full Size; Extended Cab; Short Bed	\$30,060.25
21	Division	05	8310	2.13 3/4 ton 4X4 Crew Cab Short bed	E372	\$29,453		New			\$29,453		1.1B Chrysler 300 Limited RWD	\$28,029.25
22	Replacement	05	8310	2.16 4WD Truck 3/4 Ton Ext Cab Short Bed	E374	\$28,404		1988 Dodge Utility Truck	EX23644	Vehicle is 28 years old and requiring a lot of maintenance and repairs	\$28,404		2.9A Dodge Ram Quad Cab 1500 4x4	\$21,564.25
23	Replacement	05	8310	2.16 4WD Truck 3/4 Ton Ext Cab Short Bed	E374	\$28,404		1998 Chevy 2500 Truck	EX34756	Vehicle has 142,541 miles and requiring a lot of maintenance and repairs	\$28,404		1.1 B SSV Pickup Truck Ram 1500 Crew Cab 4x4	\$29,471.25
24	Replacement	05	8310	2.16 4WD Truck 3/4 Ton Ext Cab Short Bed	E374	\$28,077		1992 Dodge Ram 3/4 Ton Pickup Truck	EX23094	Vehicle is 15 years old and has 101,477 miles and requires a lot of maintenance and repair	\$28,077		2.13 Truck; 3/4 Ton; Full Size; Crew Cab; Short Bed	\$31,879.25
25	Replacement	05	8310	2.16 4WD Truck 3/4 Ton Ext Cab Short Bed	E374	\$28,077		1997 Jeep Cherokee	EX60212	Vehicle is 10 years old and has 92,251 miles and requires a lot of maintenance and repairs	\$28,077		2.13 Truck; 3/4 Ton; Full Size; Crew Cab; Short Bed	\$31,879.25
26	Replacement	05	8310	2.16 4WD Truck 3/4 Ton Ext Cab Short Bed	E374	\$28,077		2000 Chevy Silverado	EX36396	Vehicle is 17 years old and has 150,926 miles and requires a lot of maintenance and repairs	\$28,077		2.9A Dodge Ram Quad Cab 1500 4x4	\$26,716.25

27	Replacement	05	8310	2.16 4WD Truck 3/4 Ton Ext Cab Short Bed	E374	\$28,077		1992 Chevy 3500 Flatbed	EX27324	\$28,077	Vehicle is 25 years old and requires a lot of maintenance and repairs	2.9A Dodge Ram Quad Cab 1500 4x6	\$26,716.25
28	Replacement	05	8310	2.16 4WD Truck 3/4 Ton Ext Cab Short Bed	E374	\$28,077		1995 Chevy PIU	EX30673	\$28,077	Vehicle is 22 years old and requires a lot of maintenance and repairs	2.9A Dodge Ram Quad Cab 1500 4x6	\$26,716.25
29	Replacement	05	8310	2.13 3/4 ton 4X4 Crew Cab Short bed vehicles	E376	\$29,453	LE Equip- \$10,552 LE Radio	1996 GMC 1/2 Ton PIU	EX32723	\$40,005	Vehicle is 21 years old and requires a lot of maintenance and repairs	2.7 1/2 Ton; Full Size; Crew Cab; Short Bed F150	\$29,676.25
						<b>\$936,423.00</b>	<b>\$160,368.00</b>	<b>FY 18 SUBTOTAL</b>		<b>\$1,086,781</b>		<b>Total</b>	<b>\$885,343.25</b>
												<b>Diff</b>	<b>\$51,079.75</b>
													<b>\$201,437.75</b>

Check \$ 936,423.00 \$ 150,368.00



Brian Sandoval  
Governor



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Janet Murphy  
Deputy Director

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

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

Date: June 06, 2017  
To: James R. Wells, Clerk of the Board  
Governor's Finance Office  
From: Jim Rodriguez, Executive Budget Officer *JR*  
Governor's Finance Office, Budget Division  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF PUBLIC SAFETY – DIVISION OF INVESTIGATIONS**

Agenda Item Write-up:

Pursuant to NRS 334.010, the Division of Investigations, requests approval to purchase three new replacement vehicle in Fiscal Year 2018 and associated special vehicle equipment in an amount not to exceed \$101,718.00.

Additional Information:

The agency seeks approval to purchase the above references vehicle in accordance with the agency's 2018 legislatively approved budget as reflected in decision unit E711: three vehicles at \$31,005 each and associated special law enforcement vehicle equipment package at \$2,901 each. The quotes for the vehicles were obtain with a slightly lower amount (\$725 total for all three vehicle) than the budget amount, but the agency is requesting authority for the budget amount to serve as contingency for installation costs associated with the special equipment, which historically can vary slightly by vehicle.

Statutory Authority: NRS 334.010.

REVIEWED: <u><i>JR</i></u>
ACTION ITEM: _____

### **STATE VEHICLE PURCHASE**

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

<b>AGENCY NAME</b>	<b># OF VEHICLES</b>	<b>NOT TO EXCEED:</b>
<b>DEPARTMENT OF PUBLIC SAFETY – DIVISION OF INVESTIGATIONS</b>	3	\$101,718.00
<b>Total:</b>	<b>3</b>	<b>\$101,718.00</b>

**Brian Sandoval**  
Governor



**James M. Wright**  
Director

**Jackie Muth**  
Deputy Director

**Director's Office**  
555 Wright Way  
Carson City, Nevada 89711-0525  
Telephone (775) 684-4808 • Fax (775) 684-4809

## Memorandum

**DATE:** May 23, 2017

**TO:** Jim Rodriguez, Budget Analyst IV  
Executive Budget Office

**FROM:** Susan Hohn, Budget Analyst III *SAH*  
DPS Director's Office

**VIA:** Sheri Brueggemann, Administrative Services Officer IV *SBrueggemann*  
DPS Director's Office

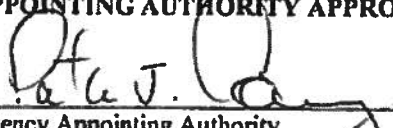
**SUBJECT:** Board of Examiners Request for Vehicle Purchase Approval

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The Department of Public Safety (DPS) Investigation Division is requesting approval from the Board of Examiners to purchase vehicles pursuant to the approval of Decision Unit E711 in budget account 3743 during the 2017 Legislative Session. This budget account was approved and closed on May 17, 2017 with all items approved per the Governor's Recommended budget with technical changes.

DPS is requesting for this item to be placed on the July 2017 Board of Examiners agenda.

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

<b>Agency Name:</b> DPS-Investigation Division	<b>Budget Account #:</b> 3743
<b>Contact Name:</b> Andrew Rasor	<b>Telephone Number:</b> 775-884-7453
<p>Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:</p> <p><b>Number of vehicles requested:</b> <u>3</u>                      <b>Amount of the request:</b> <u>\$93,015</u></p> <p><b>Is the requested vehicle(s) new or used:</b> <u>New</u></p> <p><b>Type of vehicle(s) purchasing</b> <u>c.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</u> Intermediate sedans and/or SUVs</p> <p><b>Mission of the requested vehicle(s):</b> To provide the officers with reliable undercover vehicles to accomplish the division's mission of conducting Major Crimes investigations and Narcotics Enforcement</p>	
<p><b>Were funds legislatively approved for the request?</b></p> <p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p>	<p><b>If yes, please provide the decision unit number:</b> E711</p> <p><b>If no, please explain how the vehicles will be funded?</b></p>
<p><b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b></p> <p><input type="checkbox"/> Addition(s)    <input checked="" type="checkbox"/> <u>3</u> Replacement(s)</p>	
<p><b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b></p> <p>No, law enforcement vehicles are exempt.</p>	
<p><b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p><b>Current Vehicle Information:</b></p> <p>Vehicle #1 Model Year: 2007 Odometer Reading: 133,414 Type of Vehicle: Ford 500</p> <hr/> <p>Vehicle #2 Model Year: 2008 Odometer Reading: 122,625 Type of Vehicle: Jeep Cherokee</p>	<p><b>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</b></p> <p>Yes</p> <hr/> <p><b>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</b></p> <p>The vehicles being replaced have exceeded either the mileage or age threshold and require expensive and extensive repairs to maintain running condition.</p>
<p><i>Please attach an additional sheet if necessary</i></p>	
<p><b>APPOINTING AUTHORITY APPROVAL:</b></p> <p>                      <u>CHIEF</u>                      <u>5-23-17</u></p> <p>Agency Appointing Authority                      Title                      Date</p>	
<p><b>BOARD OF EXAMINERS' APPROVAL:</b></p> <p><input type="checkbox"/> Approved for Purchase    <input type="checkbox"/> Not Approved for Purchase</p>  <p>_____ Board of Examiners                      Date</p>	

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

**DPS-Investigation Division  
2018 Replacement Vehicle Information Continued**

**Please Complete for Replacement Vehicles Only:  
(For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)  
Current Vehicle Information:**

<b>Vehicle #3 Model Year:</b>	<b>2008</b>
<b>Odometer Reading:</b>	<b>114,675</b>
<b>Type of Vehicle:</b>	<b>Dodge Durango</b>

**Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.**

**Yes.**

**If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.**

**The vehicles being excessed have exceeded either the mileage or age threshold and require expensive and extensive repairs to maintain running condition.**



**Capital Ford**  
 3660 South Carson Street, Carson City, Nevada, 897015579  
 Office: 775-882-5353

**2017 Edge, Sport Utility**  
 4dr AWD SE(K4G)  
 Price Level: 745 Quote ID: 62317A

**Major Equipment**

- (Based on selected options, shown at right)
- EcoBoost 2.0L I-4 DOHC w/gasoline direct injection 245hp
- 6 speed automatic w/OD
- \* 4-wheel ABS
- \* Traction control
- \* Battery with run down protection
- \* Air conditioning
- \* AM/FM stereo with seek-scan, single in-dash CD player, MP3 decoder, auxiliary audio input, external memory control
- \* Daytime running
- \* Dual power remote mirrors
- \* 18 x 8 aluminum wheels
- \* Driver and front passenger seat mounted side airbags
- \* SecurILock immobilizer
- \* Tachometer
- \* Underseat ducts
- \* 60-40 folding rear split-bench

Exterior:Oxford White

Interior:Ebony

- \* Brake assistance
- \* P 245/60R18 BSW AS H-rated tires
- \* Advance Trac w/Roll Stability Control
- \* Tinted glass
- \* Bluetooth wireless streaming
- \* Rear child safety locks
- \* Variable intermittent speed-sensitive wipers wipers
- \* Dual front airbags
- \* Airbag occupancy sensor
- \* Rear window defroster
- \* Message Center
- \* Reclining front bucket seats
- \* Audio/climate control on steering wheel

**Fuel Economy**



**City**  
20 mpg

**Hwy**  
27 mpg

**Selected Options**

STANDARD VEHICLE PRICE	MSRP
Equipment Group 100A	\$30,945.00
- Option Discount	\$0.00
Monotone Paint Application	-\$500.00
111" Wheelbase	STD
Oxford White	STD
Ebony	N/C
50-State Emissions System	N/C
Engine: Twin-Scroll 2.0L EcoBoost	Included
Transmission: 6-Speed Automatic w/SelectShift	Included
Axle Ratio: TBD	Included
GVWR: TBA	Included
Tires: P245/60R18 AS BSW	Included
Wheels: 18" Sparkle Silver Painted Aluminum	Included
Cloth Bucket Seats	Included
Radio: AM/FM Stereo w/Single CD	Included
SYNC	Included
<b>SUBTOTAL</b>	<b>\$30,445.00</b>
Destination Charge	\$895.00
<b>TOTAL</b>	<b>\$31,340.00</b>

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

Prepared for: **Andy Rasor**  
 By: **TIMOTHY SMITH** Date: 06/23/2017



**Capital Ford**  
 3660 South Carson Street, Carson City, Nevada, 897015579  
 Office: 775-882-5353

**2017 Fusion, Sedan**  
 4dr AWD Sedan SE(P0T)  
 Price Level: 750 Quote ID: 62320176

**Major Equipment**

(Based on selected options, shown at right)

EcoBoost 2.0L I-4 DOHC w/gasoline direct injection 231hp

6 speed automatic w/OD

- \* 4-wheel ABS
- \* Electric parking brake
- \* P 235/45R18 BSW AS V-rated tires
- \* Advance Trac w/Roll Stability Control
- \* Tinted glass

\* Bluetooth wireless streaming

\* LED brakelights

\* Dual power remote mirrors

\* 18 x 8 aluminum wheels

\* Driver and front passenger seat mounted side airbags

\* SecurILock immobilizer

\* Tachometer

\* Underseat ducts

\* 60-40 folding rear bench

**Fuel Economy**

**City**  
20 mpg

**Hwy**  
29 mpg



Exterior: White Platinum Metallic Tri-Coat

Interior: Ebony

- \* Brake assistance
- \* Traction control
- \* Battery with run down protection
- \* Air conditioning
- \* SiriusXM AM/FM/Satellite with seek-scan, single in-dash CD player, MP3 decoder, auxiliary audio input, external memory control, internet radio
- \* Daytime running
- \* Rear child safety locks
- \* Variable intermittent speed-sensitive wipers
- \* Dual front airbags
- \* Airbag occupancy sensor
- \* Rear window defroster
- \* Message Center
- \* Reclining front bucket seats
- \* Audio control on steering wheel

**Selected Options**

STANDARD VEHICLE PRICE	MSRP
Equipment Group 201A	\$27,535.00
- Option Discount	\$1,095.00
Engine: 2.0L EcoBoost	-\$490.00
Transmission: 6-Speed Automatic w/Paddle Shifters	Included
Tires: P235/45R18	Included
Wheels: 18" Prem Painted Dark Stainless	Included
Cloth/Vinyl Bolster Seats	Included
Monotone Paint Application	STD
Radio: AM/FM Stereo/MP3/Single-CD	Included
50-State Emissions System	STD
SYNC Communications & Entertainment System	Included
SiriusXM Radio	Included
Fusion SE Appearance Package	Included
Halogen Fog Lamps	Included
Leather-Wrapped Steering Wheel	Included
Rear Spoiler	Included
White Platinum Metallic Tri-Coat	\$595.00
Ebony	N/C
Fleet Advertising Credit	\$0.00

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

Prepared for: Andy Rasor  
 By: TIMOTHY SMITH Date: 06/23/2017



Capital Ford  
3660 South Carson Street, Carson City, Nevada, 897015579  
Office: 775-882-5353

2017 Fusion, Sedan  
4dr AWD Sedan SE(P0T)  
Price Level: 750 Quote ID: 62320176

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SUBTOTAL	\$28,735.00
Destination Charge	\$875.00
<b>TOTAL</b>	<b>\$29,610.00</b>

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

Prepared for: Andy Rasor  
By: TIMOTHY SMITH Date: 06/23/2017



Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

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

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

Date: July 10, 2017  
To: James R. Wells, Clerk of the Board  
Governor's Finance Office  
From: Curtis Palmer, Budget Officer *CP*  
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.

**NEVADA DEPARTMENT OF WILDLIFE**

Agenda Item Write-up:

Pursuant to NRS 334.010, the Nevada Department of Wildlife, requests approval to purchase 17 new replacement vehicles in Fiscal Year 2018 in an amount not to exceed \$545,826.

Additional Information:

The department seeks approval to purchase a total of 17 new vehicles in six of their budget accounts to replace vehicles that are or will be at least five years old or over 125,000 miles per SAM 1316 and in accordance with the agency's 2018 legislatively approved budget as reflected in E711 decision units.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED: <u>    <i>cm</i>    </u>
ACTION ITEM: _____

Vehicle Purchase Request - Summary  
 Department of Wildlife  
 FY18 Purchase Request

BA	Amount	L01 Amt.	DU	# of Veh.	Make/Model	Replacement	Years Old	
						Make/Model	Year	Mileage
4461	\$ 30,537	\$ 30,537	E711	1	Dodge Ram 2055	Chevy Tahoe	2000	163,118
4463	\$ 30,895	\$ 30,895	E711	1	Chevy Silverado 3/4 Ton	Chevy Pickup	2002	191,814
4463	\$ 30,895	\$ 30,895	E711	1	Chevy Silverado 3/4 Ton	Ford Pickup	1994	161,268
4463	\$ 30,895	\$ 30,895	E711	1	Chevy Silverado 3/4 Ton	Ford Pickup	2008	123,863
4463	\$ 30,895	\$ 30,895	E711	1	Chevy Silverado 3/4 Ton	Ford Pickup	2002	186,233
4463	\$ 30,895	\$ 30,895	E711	1	Chevy Silverado 3/4 Ton	Ford Pickup	2009	120,177
4464	\$ 40,255	\$ 40,255	E711	1	Chevy Tahoe Sport Util.	GMC Sierra	1997	175,833
4464	\$ 30,839	\$ 30,839	E711	1	Ford F-250 3/4 Ton	Ford Pickup	2001	229,740
4464	\$ 30,839	\$ 30,839	E711	1	Ford F-250 3/4 Ton	Ford Pickup	1997	130,000
4465	\$ 29,732	\$ 29,732	E711	1	Chevy Silverado 3/4 Ton	Dodge Durango	2007	119,005
4465	\$ 28,649	\$ 28,649	E711	1	Chevy Silverado 3/4 Ton	Ford Pickup	2008	144,779
4465	\$ 28,649	\$ 28,649	E711	1	Chevy Silverado 3/4 Ton	Ford Pickup	2002	191,388
4465	\$ 28,649	\$ 28,649	E711	1	Chevy Silverado 3/4 Ton	Chevy Pickup	2000	120,622
4466	\$ 32,397	\$ 32,397	E711	1	Ford F-250 3/4 Ton	Chevy Pickup	2000	209,953
4467	\$ 39,013	\$ 39,013	E711	1	Chevy Silverado 1 Ton	Ford Pickup	2002	173,905
4467	\$ 36,104	\$ 36,104	E711	1	Toyota 4Runner SR5	Ford Excursion	2002	202,502
4467	\$ 35,688	\$ 35,688	E711	1	Chevy Silverado 3/4 Ton	GMC 1 Ton P/U	1984	129,983
	<b>\$ 545,826</b>	<b>\$ 545,826</b>		<b>17</b>				

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

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

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

Date: July 13, 2017

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

From: Nikki Hovden, Executive Branch Budget Officer  
Governor's Finance Office, Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC AND  
BEHAVIORAL HEALTH – FACILITY FOR MENTAL OFFENDER**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Division of Public and Behavioral Health requests authority to contract with Chris Radford-Price, a former Director of Nursing, to assess, coordinate and participate in direct client care. This employee will support Lake's Crossing Center for approximately 20 hours per week from August 9, 2017 through August 8, 2018.

Additional Information:

Lake's Crossing Center is experiencing a severe shortage of nurses and is required to maintain a specific level of staffing since it is a licensed health care facility. Mr. Radford-Price would be able to begin working immediately with no orientation period which is a benefit since this facility has been without at least three nursing positions for the past five months. Mr. Radford-Price will be able to provide specialized knowledge of licensing requirements and was the Performance Improvement coordinator during the 10 years he worked at this facility.

Statutory Authority:

NRS 333.705

REVIEWED: JM  
ACTION ITEM: \_\_\_\_\_

**BRIAN SANDOVAL**  
*Governor*

**RICHARD WHITLEY, MS**  
*Director*

STATE OF NEVADA



**CODY L. PHINNEY, MPH**  
*Administrator*

**JOHN DIMURO, D.O., MBA**  
*Chief Medical Officer*

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

4150 Technology Way, Suite 300  
Carson City, NV 89706

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

July 13, 2017

**MEMORANDUM**

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

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

**THROUGH:** Cody L. Phinney, MPH  
*Administrator*  
*Division of Public and Behavioral Health*

**FROM:** Amy Roukie, MBA  
*Deputy Administrator*  
*Division of Public and Behavioral Health*

**SUBJECT:** Authorization to Contract with a Former State Employee

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NRS 333.705 precludes contracting with a person who is a current employee of a state agency or a former employee of a state agency within the past two years without Board of Examiner (BOE) review and/or approval. These provisions also apply to employment through a temporary employment agency. Approval of the BOE requires the BOE to determine the person provides services that are not provided by any other employee of the using agency or for which a critical labor shortage exists or that there is a short-term need or unusual economic circumstance that exists.

The Division of Public and Behavioral Health, Lakes Crossing Center is requesting approval to contract with a former employee. Lake's Crossing Center is experiencing a severe shortage of nurses. As a licensed health care facility, they are required to maintain a specific level of staffing and must cover two buildings (the main LCC facility as well as our Annex units). The agency is also facing an increase in referrals of clients throughout the State and are always at capacity, also requiring consistent staffing of nursing positions. LCC is one of two maximum-security facility in the State, and, thus, often have the most behaviorally challenging cases referred for admission. This higher level of acuity requires nurses that have experience in working with violent offenders as well as those involved in the forensic system.

Please recognize this as a request for authorization to contract with the following former employee pending BOE approval anticipated to be August 8, 2017:

Chris Radford-Price – BA 3645 (Anticipated contract dates; August 9, 2017 to August 8, 2018)

We respectfully ask that these items be placed on the upcoming BOE agenda.

Thank you for your consideration in this matter.

## Authorization to Contract with a Former Employee

**Former Employee Name:** Chris Radford-Price  
**Former Employee ID number:** 00730  
**Former Job Title:** Director of Nursing  
**Former Employing Agency:** DHHS/DPBH/Lake's Crossing Center  
**Former Class and Grade:** Grade 43, Step 10  
**Employment Dates:** 3/1/1993 to 03/10/2017  
**Contracting Agency:** DHHS/DPBH/Lake's Crossing Center

Please check which of the following applies:

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

a. Summarize scope of contract work.	Assess, coordinate, and participate in direct client care. Provide feedback to treatment teams regarding observations of client's progress. Document care in the electronic medical record. Complete nursing admission assessment. Monitor vital signs. Educate client on health care issues. Respond to "all call" emergencies. Attend all nursing meetings. Participate in Performance Improvement activities.
b. Document former job description.	Former position was Director of Nursing. In that capacity, Mr. Radford-Price provided Administrative oversight to the Nursing Department as well as providing direct care as described above as needed. Mr. Radford-Price was the lead in the Performance Improvement activities.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	Yes. Mr. Radford-Price would be able to begin working on the unit immediately with no orientation period. The Nursing Department is facing a severe shortage of staff at the present time. We have been down at least three nursing positions for the past 5 months, having left them open in case the Agency would need to absorb staff from NNAMHS should there have been cuts to those employees. During that period, the current nursing staff provided overtime for coverage. As this situation has continued, it is becoming more difficult to provide the needed coverage as required by our hospital license through Health Care Quality and Compliance. Mr. Radford-Price also would be able to provide specialized knowledge of licensing requirements. He was the Performance Improvement coordinator and in this role, was in the process of reviewing and updating our policies and protocols. Mr. Radford-Price has over 10 years' experience at the Agency, and with this experience and knowledge, can provide the needed input for policy and procedure updates. The contract would be with Spectrum Services, which already provides contract nurses. The time frame is estimated to be through calendar year 2017,

	while the Agency fills all nursing positions and policy and protocol projects are complete.
d. Explain why existing State employees within your agency cannot perform this function.	As stated in Section C, the Agency is facing a severe nursing shortage. We have been attempting to cover vacancies through contracts with private providers as well as Agency staff providing overtime. This is becoming increasingly difficult, especially with annual leave requests for the summer months pending. As we are a facility that must maintain a health care license, we have specific staffing requirements in order to maintain our license.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate <u>NAC 284.750</u> . (Use of position to secure or grant privileges. (NRS 284.065, 284.155) No employee may use his or her position in government to secure or grant unwarranted privileges, preferences, exemptions or advantages for himself or herself, any member of his or her household, any business entity with which he or she or a member of his or her household is associated, or any other person).	The individuals overseeing this contract, the Agency Director and the Director of Nursing, are not related to the individual.
f. List contractor's hourly rate.	\$50.00 an hour for approximately 20 hours per week from August 9, 2017 through August 8, 2018
g. List the range of comparable State employee rates.	\$27.54 to \$41.24
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	Nursing positions at Lake's Crossing have remained vacant for an extended period of time, we have a shortage of nurses and it is frequently suggested that the pay rate from the State is one reason few apply for the positions. The Agency has lost nurses to the Department of Corrections and/or the private sector due to the pay difference. Mr. Radford-Price would be contracting with Spectrum Services, whom we already contract with for nursing coverage. He would come to the Agency already fully trained and able to provide much needed services immediately.
i. Document justification for hiring contractor.	Lake's Crossing Center is experiencing a severe shortage of nurses. As a licensed health care facility, we are required to maintain a specific level of staffing and must cover two buildings (the main LCC facility as well as our Annex units). The agency is also facing an increase in referrals of clients from throughout the State and are always at capacity, also requiring consistent staffing of nursing positions. LCC is the only maximum-security facility in the State, and, thus, often have the most

	behaviorally challenging cases referred for admission. This higher level of acuity requires nurses that have experience in working with violent offenders as well as those involved in the forensic system. Mr. Radford-Price brings all of these
--	---

Comments:

This position requires legal knowledge to deal with courts and paperwork. Incumbent must also be able to deal with clinical paperwork and terminology.

 7-12-17  
Contracting Agency Head's Signature and Date

 7/13/17  
Budget Analyst

\_\_\_\_\_  
Clerk of the Board of Examiners

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

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

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

Date: July 14, 2017

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

From: Andre Urruty, Executive Branch Budget Officer  
Governor's Finance Office, Budget Division

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

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF ADMINISTRATION – PURCHASING DIVISION**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Division of Purchasing requests authority to contract with Ethan Dorrance, a former Correctional Officer, to provide uniformed security guard services through Allied Universal Security Services.

Additional Information:

Ethan Dorrance was employed by the Nevada Department of Corrections from January 1999 through May 2017, and possesses the appropriate law enforcement experience required by agencies utilizing the contract with Allied Universal Security Services. There are not sufficient Capitol Police officers to provide uniformed security guard services to all agencies that require security services.

Statutory Authority:

NRS 333.705 (1)

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

ACTION ITEM: \_\_\_\_\_

A handwritten signature in blue ink, written over the "REVIEWED:" line.



## Authorization to Contract with a Former Employee

**Former Employee Name:** Ethan Dorrance  
**Former Employee ID number:** 12804  
**Former Job Title:** Correctional Officer  
**Former Employing Agency:** Nevada Department of Corrections  
**Former Class and Grade:** Grade 33 Step 10  
**Employment Dates:** 1-2-1999 to 5-5-2017  
**Contracting Agency:** Allied Universal Security

Please check which of the following applies:

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

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

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

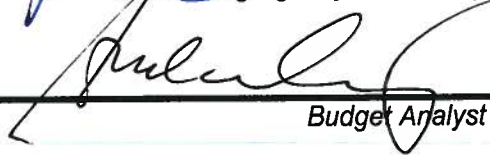
why this would not violate NAC 284.750.	
f. List contractor's hourly rate.	\$16.50
g. List the range of comparable State employee rates.	\$24.03-\$34.25 per hour
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	Not Applicable
i. Document justification for hiring contractor.	There are a limited number of individuals available with the appropriate law enforcement experience.

Comments:



7-5-2017

Contracting Agency Head's Signature and Date



7-14-17

Budget Analyst

Clerk of the Board of Examiners

# **2400 Division of Internal Audits**

## **2401 Overview**

The Division of Internal Audits (Division) consists of the following sections:

1. **Executive Branch Audits** – audits agencies’ programs and statewide processes, such as contracting, debt collections and use of federal funds, to improve efficiency and effectiveness; reviews the implementation status of Legislative audit recommendations. Trains agency personnel in internal controls and assists agencies with developing written fiscal policies and procedures.
2. **Compliance Review** – examines agencies’ internal processes and transactions to determine adequacy of internal controls and compliance with fiscal laws, regulations and guidelines.

## **2402 Executive Branch Audits**

### **Audits**

1. NRS [353A.075](#) provides which records and information must be made available to the Division.
2. NRS [353A.085](#) outlines the submission of preliminary findings and recommendations to the audited agency and the timeframe for and contents of the agency response to the findings and recommendations. Agencies should include a timetable for addressing implementation of recommendations in their response. This statute also provides a final report be submitted to the Executive Branch Audit Committee (Committee) and the head of the audited agency.
3. NRS [353A.055 \(2\)](#) addresses limitations of the Division to provide certain services.
4. NRS [353A.085 \(3\)](#) and [353A.100](#) provide for the confidentiality of reports and working papers of the Division.

### **Follow-ups**

1. NRS [353A.090](#) requires within six months after the audit report is submitted, the Administrator of the Division (Administrator) to inform the Executive Branch Audit Committee and the head of the audited agency if appropriate corrective actions are being taken. In order to meet the statutory deadlines, forty-five (45) days prior to the six month reporting deadline, the agency will provide a recommendation status report with supporting documentation to the Administrator. The report should outline the actions taken to implement each recommendation. Additionally, when recommendations are not fully implemented, the agency shall provide revised dates of completion. Recommendation status shall be described as:
  - a. Fully implemented – the agency took all actions necessary to satisfy the recommendation as of the date of the status report.

- b. Partially implemented – the agency took some actions to satisfy the recommendation, but not all necessary actions to implement the audit finding as of the date of the status report.
  - c. No action – the agency did not take any action on the recommendation as of the date of the status report.
2. The Division will continue to follow-up with the agency annually until recommendations are fully implemented or deemed no longer applicable. The Administrator will report the results of annual follow-ups to the Committee and the head of the audited agency.

### **Training and Internal Controls**

1. NAC [353A.100](#) requires the Division to provide training to agency personnel responsible for administrating budgetary accounts. Agency personnel attending training are tested on the contents of the training to determine its effectiveness. The test results are summarized in a separate report to each agency.
2. NRS [353A.020](#) requires the Division to develop, document, and maintain the uniform system of internal accounting and administrative controls.
3. NRS [353A.055](#) requires the Division to assist agencies with designing policies and procedures that comply with the uniform system of internal accounting and administrative controls.

### **State Fraud, Waste, and Abuse Hotline**

Incidences of fraud, waste, and abuse involving public funds can be reported on the confidential Hot Line (775-687-0150). This hotline is used to report fraud, waste, or abuse of state money, or federal money received and distributed by a state agency. Callers should leave a detailed message and contact information. The identity of the caller will remain confidential.

## **2404 Implementation of Legislative Audit Recommendations**

1. NRS [218G.250\(1\)\(c\)](#) requires state agencies, other than elected officers of the State, to submit a plan for corrective action to the Director of the Governor's Finance Office within 60 working days after receipt of notification an audit has been accepted by the Legislative Commission or Audit Subcommittee if the audit contains recommendations for corrective action. The agency should also submit a copy of the plan to the Administrator and to the Legislative Auditor.
2. NRS [218G.250\(2\)](#) requires the Governor's Finance Office to report on the status of the implementation of Legislative Audit recommendations within six months after the period for submission of the plan for corrective action. In order to meet statutory deadlines, forty-five (45) days prior to the six month reporting deadline, the agency shall provide the Division with a status report along with supporting documentation indicating the status for each recommendation included in the plan for corrective action. Recommendation status shall be described as:

- a. Fully implemented – the agency took all actions necessary to satisfy the recommendation as of the date of the status report.
  - b. Partially implemented – the agency took some actions to satisfy the recommendation, but not all necessary actions to implement the audit finding as of the date of the status report.
  - c. No action – the agency did not take any action on the recommendation as of the date of the status report.
3. NRS [218G.250](#) allows the Director of the Governor’s Finance Office to take certain actions if an agency refuses to submit or implement a corrective plan of action.

## 2406 Audit Reports

NRS [353.325](#) requires a state agency receiving an audit report to submit the report to the Governor’s Finance Office and allows for certain uses of the report, including the opinion and any findings in the audit report, without consent of the auditor. Agencies receiving reviews, including federal program reviews, notices, or other correspondence reports which require preparation and submission of corrective action plans must submit the reports and plans to the Governor’s Finance Office. Submission to the Administrator satisfies this requirement.

## 2408 Compliance Review

1. Compliance Review is responsible for testing state agency expenditures to determine their correctness in accordance with NRS [353.090](#) .
2. An agency shall provide copies of or make available its written policies and procedures as well as access to its records upon request from Compliance Review.
3. Compliance Review reviews the agency to determine compliance with internal control standards, written policies and procedures and applicable laws and regulations. This consists of reviewing the agency’s policies and procedures, observing operating procedures, interviewing agency personnel and testing transactions. Reviews may be on-site or conducted remotely. Staff may employ any reasonable techniques to determine the agency’s compliance in the processing of its transactions.
4. Upon completion of the review and/or evaluation, Compliance Review may issue findings of non-compliance or recommendations for improvements to the agency.
5. Within 10 working days after receipt of the preliminary findings and recommendations, the head of the reviewed agency shall provide a written response to the Administrator, including a statement of acceptance, explanation or rebuttal concerning the findings or recommendations, and a timetable for implementing any required corrective actions.
6. Reasons for not addressing any recommendation shall be justified in writing to the Administrator and made available to the Director of the Governor’s Finance Office.

## 2410 Internal Control

NRS [353A.020](#) requires the Director of the Governor's Finance Office, in consultation with the Executive Branch Audit Committee and Legislative Auditor, to adopt a uniform system of internal accounting and administrative control and requires each agency to develop written procedures to carry out its system of internal accounting and administrative control.

The purpose of internal control is to help ensure that the following objectives are being achieved:

- Effectiveness and efficiency of operations
- Reliability of financial reporting
- Compliance with applicable laws and regulations.

There are five standards of internal control:

1. Control Environment: Management and employees should establish and maintain an environment throughout the organization that sets a positive and supportive attitude toward internal control and conscientious management.
2. Risk Assessment: Internal control should provide for an assessment of the risks the agency faces from both external and internal sources.
3. Control Activities: Policies, procedures, techniques and mechanisms implemented by management to address all levels and all functions of an agency covering operational, financial reporting and compliance issues.
4. Information and Communication: Information should be recorded and communicated to management and others within the entity who need it and in a form and within a time frame that enables them to carry out their internal control and other responsibilities.
5. Monitoring: Internal control monitoring should assess the quality of performance over time and ensure that the audit findings and other issues are promptly resolved.

Refer to the Division's web page - [Developing Written Procedures](#) for guidance in the development and documentation of the agency's policies and procedures for compliance with the State's uniform system of internal accounting and administrative control and minimum internal control guidelines.

## 2412 Agency Review/Evaluation and Biennial Reports

NRS [353A.025](#) requires each agency to periodically review its system of internal accounting and administrative control. To meet the requirements of this statute, each agency is required to perform, at a minimum, a biennial internal control review and evaluation to identify potential areas of weaknesses and non-compliance. The review should include:



1. An evaluation of the agency's actual procedures by completing the "[Self-Assessment Questionnaire](#)" (SAQ) and comparing the agency's written procedures to the SAQ to ensure written procedures address all possible processes. This evaluation should include observation and interview of persons involved with each fiscal process.
2. A comparison of the actual procedures used by agency staff to the agency's written procedures.
3. A sample test of each type of transaction processed by the agency. Agencies may use the transaction testing checklist available on the Division's web page – [Forms and Resources](#) or an equivalent document.
4. The SAQ and the transaction testing checklist must be maintained by the agency, but does not need to be submitted to the Division.

Some agencies use a centralized fiscal office to perform their fiscal and accounting services. A centralized fiscal office may complete one SAQ for all the agencies it assists as long as the procedures used by the centralized fiscal office are the same for all agencies for whom it provides services. Both the department director over the centralized fiscal office and the lead supervisor of the centralized fiscal office must sign the SAQ. An agency using a centralized fiscal office must still complete a SAQ for any procedures it performs directly, and must coordinate with the centralized fiscal office to ensure all applicable questions are answered. The centralized fiscal office must make any agency for which it provides services aware of any non-compliance noted in the SAQ.

Upon completion of the above evaluations, each agency shall address any areas of weakness or non-compliance and document a corrective action plan. Findings and corrective action plans should be summarized on the [Report on Internal Controls](#). For departments with multiple agencies, findings and corrective action plans for each agency should be summarized on one departmental Report on Internal Controls. Findings and corrective actions should be identified by individual agencies. The Report on Internal Controls should be submitted to the Director of the Governor's Finance Office on or before July 1 of each even-numbered calendar year. Submission of the report to the Administrator of the Division satisfies this requirement.

The Division summarizes agencies' findings and corrective action plans and identifies any agencies that did not submit the Report on Internal Controls in a report issued per NRS [353A.025](#).

#### Useful Links:

- [Self-Assessment Questionnaire \(SAQ\)](#)
- [Sample Transaction Testing Checklist](#)
- [Biennial Report Instructions](#)
- [Biennial Report on Internal Controls](#)

# -2400 Division of Internal Audits

## 2401 Overview

The Division of Internal Audits (Division) consists of:

1. ~~1. Internal Audits~~ Executive Branch Audits -- audits agencies' programs and state wide processes, such as contracting, debt collections and use of federal funds, to improve efficiency and effectiveness; ~~Audits state wide processes such as contracting, debt collections, and use of federal funds to improve effectiveness. Additionally, Internal Audits~~ Executive Branch Audits reviews the implementation status of Legislative audit recommendations. Trains agency personnel in internal controls and assists agencies with developing written fiscal policies and procedures.
- ~~2. 2. Financial Management~~ -- trains agency personnel, and assists agencies with their written fiscal policies and procedures.
2. ~~3. Post-Compliance Review~~ -- examines agencies' internal processes, and transactions and ~~internal processes~~ to determine agency's adequacy of internal controls and compliance with fiscal laws, regulations, ~~internal control standards,~~ and guidelines.

## 2402 Internal Audits Executive Branch Audits

### Audits

1. ~~1. NRS 353A.075 353A.075~~ provides which records and information must be made available to ~~Except as otherwise provided in section 2 below, upon the request of a representative of the Division, all officers and employees of each Executive Branch agency shall make available to the Division all books, accounts, claims, reports, vouchers or other records of information, confidential or otherwise, in the possession or control of the agency.~~
- ~~2. 2. This section does not authorize the Division to have access to any records required to be kept confidential pursuant to NRS 665.130 and 668.085.~~
2. ~~3. NRS 353A.085 353A.085~~ outlines the submission of preliminary findings and recommendations to the audited agency and the timeframe for and contents of the agency response to the findings and recommendations. Agencies should ~~Within 10 working days after receipt of the preliminary audit findings and recommendations, the head of the audited agency shall provide a written response to the Chief Administrator of the Division of Internal Audits. The response shall include a written statement of acceptance, explanation or rebuttal concerning the findings, and a timetable for addressing~~ implementation of any findings or the recommendations in their response. This statute also provides that a final report be submitted to the Executive Branch Audit Committee (Committee) and the head of the audited agency.
3. NRS 353A.055(2) 353A.055(2) addresses limitations of the Division to provide certain services.



4. NRS 353A.085(3) ~~353A.085(3)~~ and 353A.100 ~~353A.100~~ provide for the confidentiality of reports and working papers of the Division.

~~4. The Administrator Chief of the Division of Internal Audits shall submit a final report to the Executive Branch Audit Committee and the head of the audited agency.~~

### Follow-ups

~~5. NRS 353A.090 ~~353A.090~~ requires twithin six months after the audit report is submitted the Administrator of the Division (Administrator) to inform the Executive Branch Audit Committee and the head of the audited agency if appropriate corrective actions are being taken. In order to meet the statutory deadlines, forty-five (45) days prior to the six month reporting deadline, ~~Wwithin five months after the final report is submitted, and annually on May 31 if the agency has any outstanding recommendations,~~ the agency will provide a recommendation status report with supporting documentation to the ~~Administrator~~Chief of the Division of Internal Audits. The report should outline the actions taken to implement each ~~r~~ recommendation. Additionally, when recommendations are not fully implemented, the agency shall provide revised dates of completion. ~~The Division of Internal Audits will continue to follow-up with the agency annually until recommendations are fully implemented or deemed no longer applicable.~~ Recommendation status shall be described as:~~

- ~~a.~~ a. Fully implemented – the agency took all actions necessary to satisfy the recommendation as of the date of the status report.
  - ~~b.~~ b. Partially implemented – the agency took some actions to satisfy the recommendation, but not all necessary actions to implement the audit finding as of the date of the status report.
  - ~~b.~~ b. No action – the agency did not take any action on the recommendation as of the date of the status report.
  - ~~c.~~ c.
- ~~The Division will continue to follow-up with the agency annually until recommendations are fully implemented or deemed no longer applicable. The Administrator will report the results of annual follow-ups to the Committee and the head of the audited agency.~~

### Training and Internal Controls

- ~~c. 6. Within six months after the final report is submitted to the Executive Branch Audit Committee and annually after May 31, the Chief of the Division of Internal Audits Administrator shall determine the status of the recommendations. The Administrator Chief shall then inform the Executive Branch Audit Committee and the head of the audited agency of the status of each recommendation.~~
1. Provides trainings to agency personnel responsible for administrating budgetary accounts pursuant to NAC 353A.100. Training results are summarized in a separate report to each agency.

~~i.~~

- ~~1. Develops, documents, and maintains the uniform system of internal accounting and administrative controls as required by NRS 353A.020.~~
- ~~2.~~
- ~~2. Assists agencies with designing policies and procedures that comply with the uniform system of internal accounting and administrative controls as required by NRS 353A.020.~~
- ~~3.~~
4. Reviews agencies' submitted Report on Internal Controls, summarizes results and reports as required by NRS 353A.025.

### State Fraud, Waste, and Abuse Hotline

Incidences of fraud, waste, and abuse involving public funds can be reported on the confidential Hot Line (775-687-0150). This hotline, established pursuant to NRS 353A.049, is to be used to report fraud, waste, or abuse of state money, or federal money received and distributed by a state agency. — Callers should leave a detailed message and contact information. The identity of the caller will remain confidential.

### Prohibited Acts

~~7. The Division of Internal Audit shall not:~~

- ~~1. a. Provide any services to a State agency under the direct control or administration of a constitutional officer unless the constitutional officer requests such services.~~
- ~~2. b. Conduct investigations, but shall refer such matters to the appropriate agency.~~
- ~~3.~~

## **2404 Implementation of Legislative Audit Recommendations**

~~Listed below are the steps that will be followed to implement Legislative Counsel audit recommendations:~~

~~1. An agency subject to an audit will answer the final audit report by letter. The Division of Internal Audits staff will be available to work with the agency in drafting this letter and developing or suggesting methods to correct deficiencies. Frequently, it is possible to correct a deficiency without legislation, but scarce funds or shortages of personnel may cause a temporary postponement. If this situation exists, it will be mentioned in the audit reply.~~

~~2. If noted deficiencies can be corrected with available resources, the agency will prepare a schedule summarizing: a. A timetable for installing or completing the needed adjustments;~~

~~b. The summary of how the agency intends to implement the recommendations will be included in the audit How the audit recommendations will be implemented; and~~

~~3. Reply to the Legislative Auditor.~~

- ~~1. 4. NRS 218G.250(1)(c) requires state agencies, other than elected officers of the State, to submit a plan for corrective action to the Director of the After being notified of the acceptance by the Legislative Commission of an audit, which calls~~

~~for remedial action, each agency will submit a corrective action plan to the Director of the Department of Administration~~Governor's Finance Office within 60 working days ~~after receipt of notification an audit has been accepted by the Legislative Commission or Audit Subcommittee if the audit contains recommendations for corrective action.~~ The agency should also submit a copy of their ~~corrective action plan to the Administrator of the Division of Internal Audits and to~~ the Legislative Auditor.

~~— NRS 218G.275~~218G.270(2) requires the Governor's Finance Office to report on the status of the implementation of Legislative Audit recommendations within six months after the period for submission of the plan for corrective action. In order to meet statutory deadlines, ~~Forty-Five (45) days prior to the six month six-month reporting deadline, the agency shall provide the Division with a status report along with supporting documentation indicating the status for each recommendation included in for implementing the plan for corrective action~~corrective plan of action. The report shall indicate the status for each recommendation. ~~Within six months of the submittal of that plan, the Director of the Department of Administration~~Governor's Finance Office will report to the Legislative Auditor on the extent to which the recommendation(s) have been carried out and the reason for any failure to carry out any of the recommendations.

~~— Forty Five (45) days prior to the six month reporting deadline, the agency shall provide the Division with a status report and supporting documentation for implementing the corrective plan of action. The report shall indicate the status for each recommendation, the status as fully implemented, partially implemented or no action.~~

1. ~~Should any agency refuse to submit a plan or to perform pursuant to the plan, the Director of the Department of Administration is empowered to withhold funds from that agency.~~

2. ~~(NRS 218G.260)~~ Recommendation status shall be described as:

2.

~~a. Recommendation status shall be described as:~~

~~b.a.~~ 1. Fully implemented – the agency took all actions necessary to satisfy the recommendation as of the date of the status report.

~~e.b.~~ 2. Partially implemented – the agency took some actions to satisfy the recommendation, but not all necessary actions to implement the audit finding as of the date of the status report.

~~d.c.~~ 3. No action – the agency did not take any action on the recommendation as of the date of the status report.

~~Questions pertaining to these requirements should be directed to the Division of Internal Audits.~~

3. ~~NRS 218G.2560~~ 218G.260 allows the Director of the Governor's Finance Office to take certain actions if an ~~Should any~~ agency refuses to submit or implement a ~~corrective plan of action or to perform pursuant to the plan, the Director of the Governor's Finance Office is empowered to withhold funds from that agency.~~ (NRS 218G.260)

## **2406 State or Federal Audit Reports 2406**

NRS 353.325 requires a~~Each~~ State agency receiving an audit report to submit the report and any response by the agency to the Governor's Finance Office within 10 days of receipt and allows for certain uses of the report, including the opinion and any findings in the audit report, without consent of the auditor. Under this provision, agencies should also submit the results of federal monitoring site visit review reports as well as any other correspondence that requires an agency response or corrective action plan. Submission of the report to the Administrator ~~of the Division~~ satisfies this requirement.

~~board, and commission, within 10 days after receiving either a State or a federal audit report, shall submit one copy of the audit report and a management letter and the agency's reply to:~~

- ~~1. The Director of the Department of Administration~~Governor's Finance Office;
- ~~2. The State Controller; and~~
- ~~3. The Legislative Auditor (NRS 353.325).~~

## **2410 Financial Management**

~~The Financial Management section of the Division of Internal Audits:~~

- ~~1. 1. Provides~~ Trainings to agency personnel responsible for administrating budgetary accounts pursuant to NAC 353A.100
- ~~2. Reports. The training~~ summarized training results are summarized in a separate report to each agency.
- ~~3. 2. Develops, documents, and maintains the uniform system of internal accounting and administrative controls as required by NRS 353A.020.~~
- ~~4. 3. Assists agencies with designing policies and procedures that comply with the uniform system of internal accounting and administrative controls as required by NRS 353A.020.~~

## **2412 Financial Management Training (NAC 353A.100)**

- ~~1. Financial Management trains agency heads and employees whose duties include administrating budgetary accounts each agency on:~~
  - ~~a. a. Laws, and regulations, and guidelines of the state and federal government applicable to agency operations.~~
  - ~~b. b. Systems of internal accounting, administrative controls and financial management.~~
  - ~~c. c. Methods for documenting systems of internal accounting and administrative controls.~~
  - ~~d. d. Methods for evaluating the effectiveness of a system of internal accounting and administrative controls.~~
  - ~~e. e. Any subject that is of concern to a particular agency relating to its system of internal accounting and administrative controls.~~
  - ~~f. f. Any other areas of financial management, which affect the agencies's budgetary agencies' budgetary accounts.~~

- ~~2. Agency responsibilities:~~
- ~~Except as otherwise provided in NRS 353A.055, the head of an agency and any employee of an agency whose duties include administering budgetary accounts shall attend training provided by the Division:~~
- ~~Within 90 days after being hired for or promoted or otherwise transferred into a position whose duties include administering budgetary accounts, unless the person has previously attended such training;~~
- ~~If attendance is recommended by the Division following a review or audit of the agency;~~
- ~~or~~
- ~~In the case of an employee of an agency, if directed to attend by the head of the agency.~~
- ~~a. a. The head of each agency and any employee whose duties include administrating budgetary accounts are required to attend training at least once every 5 years.~~
- ~~a. b. Each agency is responsible for ensuring the attendance of its employees.~~
- ~~b. c. Attendees shall answer Financial Management's questions to evaluate the effectiveness of the training.~~
- ~~d. An agency shall notify Financial Management within 30 days after an employee is hired for or promoted or otherwise transferred into a position whose duties include administering budgetary accounts and arrange training for the employee.~~

## **2414 Financial Management Review and Evaluation** **Compliance Review**

- ~~1. The Compliance Review section is responsible for testing state agency expenditures to determine their correctness in accordance with NRS 353.090353.090.~~
- ~~1.2. 1. An Each agency contacted by the Division of Internal Audits' Financial Management Compliance Review Section shall provide copies of or make make availableavailability to its written policies and procedures for review. In addition, each agency shall provideas well as access to its records upon Financial Management'sCompliance Review's request from Compliance Review section staff.~~
- ~~2. 2. Financial Management may review agency's procedures for compliance with internal control standards, laws and regulations, and good business practices.~~
- ~~3. 3. Compliance Reviews the agency Financial Management may also performs on-site evaluations reviews to determine compliance with internal control standards, the agency's written policies and procedures, and applicable laws and regulations. This . This includes consists of reviewing the agency's policies and procedures, observing operating procedures, interviewing agency personnel, The evaluation will consist of a review of the agency's written policies and procedures, observations of operating procedures, interviews with agency personneland testing transactions. Reviews may be on-site or conducted remotely. Staff may employ any reasonable techniques to determine anthe agency's compliance in the processing of its transactions. reviewing the agency's policies and procedures. , and testing of transactionsCompliance Review will also test the agency's expenditures as required by NRS 353.090.~~



4. ~~4.~~ Upon completion of the review and/or evaluation, Compliance Review Financial Management may issue findings of non-compliance or recommendations for improvements to the agency.
5. Within 10 working days after receipt of the preliminary findings and recommendations, the head of the reviewed audited agency shall provide a written response to the Administrator of the Division, . The response shall include a written statement of acceptance, explanation, or rebuttal concerning the findings or recommendations, and a timetable for implementing any required corrective actions addressing the recommendations.
4. ~~4.~~
5. ~~5.~~ A one month period is established as a reasonable time frame to implement and re-submit revised procedures addressing Financial Management's recommendations.
6. Reasons for not addressing any recommendation shall be justified in writing to the ~~Manager of Financial Management~~ Administrator of the Division and made available to the Director of the Governor's Finance Office ~~Director of the Department of Administration.~~
6. ~~Updates and revisions to agency administrative and internal accounting controls must be documented in the written policies and procedures. (i.e., State Administrative Manual changes, personnel changes, policy changes, etc.);~~

## 2416 Internal Control

~~The purpose of internal control is to help ensure that the following objectives are being achieved:~~

- ~~• Effectiveness and efficiency of operations~~
- ~~• Reliability of financial reporting~~
- ~~• Compliance with applicable laws and regulations.~~

~~There are five standards of internal control: 139~~

1. ~~Control Environment: Management and employees should establish and maintain an environment throughout the organization that sets a positive and supportive attitude toward internal control and conscientious management.~~
2. ~~Risk Assessment: Internal control should provide for an assessment of the risks the agency faces from both external and internal sources.~~
3. ~~Control Activities: Policies, procedures, techniques, and mechanisms implemented by management to address all levels and all functions of an agency covering operational, financial reporting, and compliance issues.~~
4. ~~Information and Communication: Information should be recorded and communicated to management and others within the entity who need it and in a form and within a time frame that enables them to carry out their internal control and other responsibilities.~~
5. ~~Monitoring: Internal control monitoring should assess the quality of performance over time and ensure that the audit findings and other issues are promptly re-solved.~~

NRS 353A.020 ~~353A.020~~ requires ~~T~~the Director of the ~~Administration~~ Governor's Finance Office, in consultation with the Executive Branch Audit Committee and Legislative Auditor, ~~shall to~~ adopt a uniform system of internal accounting and administrative control and requires each agency to develop written procedures to carry out its system of internal accounting and administrative control. ~~(NRS 353A.020)~~

~~The elements of a uniform system of internal accounting and administrative controls include:~~

- ~~1. 1. A plan of organization, which provides for segregation of duties appropriate to safeguard the assets of the agency;~~
- ~~2. 2. A plan which limits access to assets of the agency to persons who need the assets to perform their assigned duties;~~
- ~~3. 3. Procedures for authorizations and record keeping which effectively control accounting of assets, liabilities, revenues, and expenses;~~
- ~~4. 4. A system of practices to be followed in the performance of the duties and functions of each agency;~~
- ~~5. 5. An effective system of internal review.~~

~~Each agency is required to develop written procedures to carry out its system of internal accounting and administrative control. (NRS 353A.020) Updates and revisions to agency administrative and internal accounting controls must be documented in the written policies and procedures. (i.e., State Administrative Manual changes, personnel changes, policy changes, etc.).~~

The purpose of internal control is to help ensure that the following objectives are being achieved:

- Effectiveness and efficiency of operations
- Reliability of financial reporting
- Compliance with applicable laws and regulations.

There are five standards of internal control:

1. ~~1.~~ Control Environment: Management and employees should establish and maintain an environment throughout the organization that sets a positive and supportive attitude toward internal control and conscientious management.
2. ~~2.~~ Risk Assessment: Internal control should provide for an assessment of the risks the agency faces from both external and internal sources.
3. ~~3.~~ Control Activities: Policies, procedures, techniques, and mechanisms implemented by management to address all levels and all functions of an agency covering operational, financial reporting, and compliance issues.
4. ~~4.~~ Information and Communication: Information should be recorded and communicated to management and others within the entity who need it and in a form and within a time frame that enables them to carry out their internal control and other responsibilities.
5. ~~5.~~ Monitoring: Internal control monitoring should assess the quality of performance over time and ensure that the audit findings and other issues are promptly resolved.

Refer to ~~Financial Management's~~ Division's ~~-web page -~~ Developing Written Procedures (<http://dintaud.state.nv.us/FinancialMgmtInfo.htm>) ~~for guidance to assist in the~~ development and documentation of the agency's policies and procedures for compliance with the State's uniform system of internal accounting and, administrative control, and minimum internal control guidelines.

~~(iesies'~~

## **2418 Agency Review ~~and~~ Evaluation and Biennial Reports**

NRS 353A.025~~0353A.025~~ requires each agency to periodically review its system of internal accounting and administrative control. To meet the requirements of this statute, ~~E~~each agency is required to perform, at a minimum, an annual ~~a~~ biennial internal control review and evaluation to identify potential areas of weaknesses, and non-compliance. ~~The annual biennial~~ review should include:

- ~~1. 1.~~ An evaluation of the agency's actual procedures by completing the "Self-Assessment Questionnaire" (SAQ) and comparing the agency's written procedures to the SAQ to ensure written procedures address all possible processes. This evaluation should include ~~by through~~ observation ~~ing~~ and interviewing ~~of~~ persons involved with each fiscal process.
- ~~2. 2.~~ A comparison of the Agency's written procedures to the SAQ to ensure that the procedures address all of the questions. Each question on the SAQ should be cross-referenced to the corresponding page and paragraph (or other location identifier) in the written procedures.
- ~~3. 2.~~ 3. A comparison of the actual procedures used by agency staff to the agency's written procedures.
- ~~3. 4.~~ A Test a sample test of each type kind of transaction processed by the agency. Agencies may use ~~ing~~ the ~~trans-action~~ transaction testing checklist available on the ~~Financial Management website~~ Division's web page – Forms and Resources or an equivalent document.
4. The SAQ and the transaction testing checklist must be maintained by the agency, but does not need to be submitted to the Division.

Upon completion of the above evaluations, each agency shall address any areas of weakness or non-compliance and document a corrective action plan. Findings and corrective action plans should be summarized on the Report on Internal Controls. For departments with multiple divisions or agencies, findings and corrective action plans for each division or agency should be summarized on one departmental Report on Internal Controls. Findings and corrective actions should be identified by individual agencies. The Report on Internal Controls should be submitted to the Director of the Governor's Finance Office on or before July 1 of each even-numbered calendar year. Submission of the report to the Administrator of the Division satisfies this requirement.

~~Findings and corrective action plans do not need to be submitted to the Division but should be maintained by the agency and be available for review by the Compliance Review section.~~



~~Many~~Some agencies use ~~departments~~ have a centralized fiscal office ~~agency that~~ to performs their fiscal and accounting services ~~for multiple agencies~~. ~~The~~A centralized fiscal office ~~agency~~ may complete one SAQ for all the agencies it assists, as long as the ~~fiscal agency's~~ procedures used by the centralized fiscal office are the same for all ~~of their~~ ~~assisted~~ agencies for whom it provides services. Both ~~the~~ ~~DD~~department ~~Dd~~irector ~~over~~head of the centralized fiscal office ~~agency~~ and the lead supervisor of the centralized fiscal office must sign the SAQ ~~fiscal agency's SAQ along with the head of the fiscal agency~~. An agency using a centralized fiscal office ~~The assisted agencies~~ must still complete an SAQ for any ~~the~~ procedures ~~they~~ performs directly, and ~~Assisted agencies~~ must coordinate with the centralized fiscal office ~~agency~~ to ensure ~~that~~ all applicable questions are answered. The centralized fiscal office must make any agency for which it provides services ~~and that the assisted agencies are~~ aware of any non-compliance noted in the SAQs.

The Division summarizes agencies' findings and corrective action plans and identification of any agencies not submitting the Report of Internal Controls in a report issued per NRS 353A.025.

#### Useful Links:

- [Self-Assessment Questionnaire \(SAQ\)](#)
- [Sample Transaction Testing Checklist](#)
- [Biennial Report Instructions](#)
- [Biennial Report on Internal Controls](#)

~~NRS 353A.025 also requires that on or before July 1 of each even numbered year, the head of each agency submit a "Report on Internal Controls" to the Director of the Governor's Finance Office. Submission of the report to the Administrator of the Division satisfies this requirement. Agencies should use the SAQ to prepare this report which will be summarized and submitted in accordance with statute, including the identification of any agency that has not submitted a report.~~

~~The Self-Assessment Questionnaire, Sample of Transaction Testing and the Report on Internal Controls can be found on Division's web page — Forms and Resources.~~

~~Upon completion of the above evaluations, each agency shall address any areas of weaknesses or non-compliance, and document a corrective action plan. All findings and corrective action plans should be maintained by the agency, and need not be submitted to Financial Managementthe Division. The findings and corrective action should be available for review by the Post ReviewCompliance Review section of Internal Audits. to the Division.~~

#### 2420 Biennial Reports

~~1. On or before July 1 of each even numbered year, the head of each agency shall submit the "Report on Internal Controls" to Financial Managementthe Division. The Report on Internal Controls summarizes whether the agency's system of internal accounting and administrative control is in compliance with the uniform system adopted pursuant to~~

~~subsection 1 of NRS 353A.020. The reports must be made available to members of the Legislature for inspection. To prepare this report, agencies should use the "Self-Assessment Questionnaire" completed during their annual biennial review for that same fiscal year as as required by SAM section 2418.~~

~~The Division summarizes the agencies' reports into one report.~~

~~2. The Governor's Finance Office's Director shall, on or before the first Monday in February of each odd numbered year, submit the summarized report on the status of internal accounting and administrative controls in agencies to the:~~

~~a. Director of the Legislative Counsel Bureau for transmittal to the Senate; Standing Committee on Finance and the Assembly Standing Committee on Ways and Means;~~

~~b. Governor; and~~

~~c. Legislative Auditor.~~

~~3. The report submitted by the Director must include without limitation:~~

~~4. The identification of each agency that has not complied with requirements of paragraph section 1 above;~~

~~5. The identification of each agency that does not have an effective method for reviewing its system of internal accounting and administrative control; and~~

~~6. The identification of each agency that has weaknesses in its system of internal accounting and administrative control, and the extent and types of such weaknesses.~~

~~The Self-Assessment Questionnaire, Examples Sample of Transaction Testing, and the Report on Agency's Internal Controls can be found on Financial Management's Division's web page Forms and Resources website at~~

~~2430 Post Review~~

~~The Post Review section shall examine transactions and internal processes of each executive branch agency, excluding those listed in NRS 353A.020. Reviews will determine agency's compliance with laws, regulations, internal control standards, and guidelines. Each agency contacted by Post Review shall make available all books, accounts, claims, reports, vouchers, or other records of information, confidential or otherwise, in its possession. At the conclusion of the review, Post Review will issue a letter to the agency head and the clerk of the state board of examiners summarizing the findings. Within 141 ten working days after receipt of the letter, the agency hhead shall provide a written response to the Chief of the Division of Internal Audits. The response shall include a corrective action plan and dates for implementing the recommendations.~~

~~2500 Budgeting~~

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

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

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

Date: July 11, 2017

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

From: Melanie Young, Executive Branch Budget Officer  
Budget Division

A handwritten signature in blue ink, appearing to read "my".

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.

**ATTORNEY GENERAL – CRIME PREVENTION**

Agenda Item Write-up:

Pursuant to NRS 353.268, subsection 1, the Office of the Attorney General, Crime Prevention Account requests an allocation of \$6,253 from the Interim Finance Committee Contingency Account to cover a projected salary shortfall.

Additional Information:

The Office of the Attorney General has identified two issues with budget account 1036 Crime Prevention. The first issue is a budget authority shortfall in Category 01, Personnel Services in the amount of \$30,533. The shortfall is due to the cost of living increase authorized in the 2015 Legislative Session that was budgeted to the Board of Examiners and two positions transferred to the Crime Prevention budget at a higher step than the budget was authorized.

Additionally, the revenue for the specialized license plates pursuant to NRS 432.154 to support missing or exploited children plate is projecting a shortfall of \$897. Therefore the agency is unable to transfer all remaining authority to Category 01, Personnel Services to cover the shortfall.

To correct the shortfall the agency received \$7,860 from the BOE salary adjustment funds and is proposing to transfer \$331 from Category 02 - Out of State Travel; \$16,089 from Category 03 - In State Travel; and requesting \$6,253 from Interim Finance Committing Contingency Fund to meet personnel costs.

Statutory Authority:

NRS 353.268 (1)

REVIEWED: 

ACTION ITEM: \_\_\_\_\_

ADAM PAUL LAXALT  
*Attorney General*




WESLEY K. DUNCAN  
*First Assistant Attorney General*

NICHOLAS A. TRUTANICH  
*Chief of Staff*

KETAN D. BHIRUD  
*General Counsel*

STATE OF NEVADA  
OFFICE OF THE ATTORNEY GENERAL  
100 North Carson Street  
Carson City, Nevada 89701

## MEMORANDUM

**To:** Melanie Young, Executive Branch Budget Officer  
**From:** Christian Schonlau, Chief Financial Officer AGO   
**Subject:** Fiscal Year 2017 IFC Contingency Fund Request  
**Date:** July 11, 2017

---

Per NRS 353.268, Section 1 the Office of the Attorney General is requesting \$6,253 of Interim Finance Contingency Funds for the Crime Prevention budget account (BA 1036) due to incumbents' onboarding at higher steps than budgeted.

This budget account has projected a Category 01 shortfall of \$30,533 which is being addressed by 1. Requesting the General Fund salary adjustment funds 2. Transferring the projected remaining authority available and 3. Requesting IFC Contingency funds for the remaining shortfall.

BA 1036 - AG - Crime Prevention  
 Realized Funding Projection

Revenues			
	<u>Current</u>	<u>Projected</u>	<u>Total</u>
GFUND	\$ 350,028.00		\$ 350,028.00
Balance Forward	\$ 1,060.00		\$ 1,060.00
License Plate Fees	\$ 33,634.86	\$ 1,462.39	\$ 35,097.25
Civil Penalties Older Victims	\$ 860.00	\$ -	\$ 860.00
Salary Fund Adjustment Dollars	\$ 7,860.00	\$ -	\$ 7,860.00
<b>Revenue Totals</b>	<b>\$ 393,442.86</b>	<b>\$ 1,462.39</b>	<b>\$ 394,905.25</b>

Expenses			
	<u>Current</u>	<u>Projected</u>	<u>Total</u>
01 - Personnel	\$ 371,972.66	\$ 13,581.58	\$ 385,554.24
02 - Out-of-State Travel	\$ 240.94	\$ -	\$ 240.94
03 - In State Travel	\$ 3,849.08	\$ 349.92	\$ 4,199.00
04 - Operating	\$ 3,547.30	\$ 758.89	\$ 4,306.19
09 - Crimes Against Older Persons	\$ 1,995.00	\$ 29.00	\$ 2,024.00
26 - Information Services	\$ 1,046.00	\$ -	\$ 1,046.00
83 - NDOT Radios	\$ 405.00	\$ -	\$ 405.00
87 - Purchasing Assessment	\$ 180.00	\$ -	\$ 180.00
89 -AG Cost Allocation	\$ 3,202.00	\$ -	\$ 3,202.00
<b>Expense Totals</b>	<b>\$ 386,437.98</b>	<b>\$ 14,719.39</b>	<b>\$ 401,157.37</b>

Difference \$ 7,004.88 \$ (13,257.00) \$ (6,252.12) IFC Contingency Amount

# SFY 17 - BA 1036 CRIME PREVENTION (MISSING CHILI Cat 01 - Salary Projections

Work Program 362,882.00

Total	362,882.00
Expended	371,972.66
Less Encumbered Payrolls (Detail Below)	13,581.58
	385,554.24
<b>TOTAL PROJECTED (OVERRUN)/SAVINGS</b>	<b>\$ (22,672.24)</b>

PP #	Expended	Encumbered	
PP# 01	2,797.00	-	
PP# 02	1,275.27	-	
PP# 03	12,774.74	-	
PP# 04	15,559.75	-	
PP# 05	13,197.33	-	
PP# 06	16,268.24	-	
PP# 07	13,726.89	-	
PP# 08	16,159.73	-	
PP# 09	13,295.77	-	
PP# 10	16,034.12	-	
PP# 11	13,272.81	-	
PP# 12	16,512.62	-	
PP# 13	13,272.83	-	
PP# 14	13,284.13	-	
PP# 15	16,305.73	-	
PP# 16	13,498.16	-	
PP# 17	16,297.40	-	
PP# 18	13,511.52	-	
PP# 19	16,665.80	-	
PP# 20	13,720.07	-	
PP# 21	16,504.47	-	
PP# 22	13,730.72	-	
PP# 23	16,524.96	-	
PP# 24	13,695.78	-	
PP# 25	16,435.51	-	
PP# 26	14,003.95	-	
PP# 01	13,647.36	-	
PP# 02		13,581.58	
<b>TOTALS</b>	<b>371,972.66</b>	<b>13,581.58</b>	<b>385,554.24</b>

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

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

***Budget Division***

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

Date: July 17, 2017

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

From: Laura E. Freed, 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.

**OFFICE OF THE STATE TREASURER**

Agenda Item Write-up:

Pursuant to NRS 353.268, subsection 1, the Office of the State Treasurer requests an allocation of \$136,014 from the Interim Finance Committee Contingency Account to pay for contract expenditures on software development and maintenance for the Education Savings Program (ESA).

Additional Information:

In FY 2016, the Treasurer's Office contracted with Neal Weisman/Interactive Ideas to develop the cloud based application to administer the ESA program. The Treasurer's administration of the ESA program was authorized pursuant to S.B. 302 of the 2015 Legislature. According to the state accounting system, a total of \$71,090 was paid on the contract during FY 16, and a total of \$45,111 was paid during FY 17. This differs slightly from the Treasurer's accounting, which indicates that \$68,250 was paid to the vendor during FY 16. Due to the \$2,840 discrepancy between the accounting system and the Treasurer, the Treasurer's request indicates that the outstanding payables to the vendor total \$42,313 for FY 16 and \$38,827 for FY 17.

In addition, this request includes a projected \$27,438 for FY 18 and \$27,436 for FY 19 for software development costs under the contract. The Treasurer indicated that it has cancelled the contract with Neal Weisman. Further, the ESA program was not funded for the 2017-19 biennium in the Treasurer's Office budget. However, all software development work was completed in December 2015, and the Treasurer believes it owes the vendor for work done at that time.



ESA Information Technology category via work program to pay contract costs. As of this writing, the total realized cash in the Treasurer's budget account for FY 17 is \$46,128.

Statutory Authority:

NRS 353.268 (1)

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

**ACTION ITEM:** \_\_\_\_\_

**Dan Schwartz**  
*State Treasurer*



STATE OF NEVADA  
OFFICE OF THE STATE TREASURER

**Date:** July 12, 2017

**To:** Laura Freed, Executive Branch Budget Officer  
Governor's Finance Office, Budget Division

**From:** Budd Milazzo, Senior Deputy Treasurer  
State treasurer's Office

**Subject:** BOARD OF EXAMINERS ACTION ITEM REQUEST

Pursuant to NRS 353.268, the State Treasurer's Office (STO) is requesting an allocation of \$136,014 from the Interim Finance Committee Contingency Account to fund the final payments contractually due to Neil Weisman dba Interactive Ideas for all work performed through June 30, 2017 for development of a cloud based application program for accepting Education Savings Account (ESA) enrollments and monthly hosting fees.

The STO became responsible for the ESA program established by Senate Bill 302 during the 2015 Legislative Session. The STO negotiated a contract to build and maintain an enrollment program for the parents and participating entities which was approved by the Board of Examiners (BOE) and the Interim Finance Committee (IFC) in October 2015. This enrollment program allowed for automation of the enrollment processes and provided application data for the Treasurer's Office to use during the 2017 Legislative Session. While the contract amortized the cost of the database development over the four-year contract, all work developing the database was completed in December 2015 prior to the January 2016 court injunction. The Contractor did not perform any development work while the injunction was in place. The amount of the allocation being requested covers hosting costs through June 30, 2017 and the balance due on the development costs.

During the 2017 Legislative Session, the legislature did not approve funding for the ESA program to move forward. The reimbursement of the initial Interim Finance Committee Contingency Account allocation of \$116,213 and this request were to have been paid back from the 3% fee the State Treasurer's Office was to have collected from the ESA participants for administrative expenses. Since the ESA program is not moving forward in the next two fiscal years the STO is making this request to fund and close out this contract.

**CARSON CITY OFFICE**  
101 N. Carson Street, Suite 4  
Carson City, Nevada 89701-4786  
(775) 684-5600 Telephone  
(775) 684-5623 Fax

**STATE TREASURER PROGRAMS**  
Governor Guinn Millennium Scholarship Program  
Nevada Prepaid Tuition Program  
Unclaimed Property  
College Savings Plans of Nevada  
Nevada College Kick Start Program  
Education Savings Account (ESA)

**LAS VEGAS OFFICE**  
555 E. Washington Avenue, Suite 4600  
Las Vegas, Nevada 89101-1074  
(702) 486-2025 Telephone  
(702) 486-3246 Fax

# State of Nevada Work Program

**WP Number: C39651**

**FY 2017**

Add Original Work Program

**XXX** Modify Work Program

BUDGET DIVISION USE ONLY
DATE _____
APPROVED ON BEHALF OF THE GOVERNOR BY _____

DATE	FUND	AGENCY	BUDGET	DEPT/DIV/BUDGET NAME
06/12/17	101	050	1080	TREASURER - STATE TREASURER

### Funds Available

Budgetary GLs (2501 - 2599)	Description	WP Amount	Revenue GLs (3000 - 4999)	Description	WP Amount	Current Authority	Revised Authority
			4654	TRANSFER FROM INTERIM FINANCE	136,014	0	136,014
<b>Subtotal Budgetary General Ledgers</b>		<b>0</b>	<b>Subtotal Revenue General Ledgers(RB)</b>		<b>136,014</b>		<b>136,014</b>
<b>Total Budgetary &amp; Revenue GLs</b>					<b>136,014</b>		

### Expenditures

CAT	Amount	CAT	Amount
16	136,014		
<b>Sub Total Category Expenditures</b>			<b>136,014</b>

**Remarks**

The purpose of this work program is to request \$136,014 from Interim Finance Contingency account to pay off the Neil Weisman dba Interactive Ideas contract which provided for the development of a cloud based application for the Education Savings Account (ESA) and monthly hosting fees through June 30, 2017, pursuant to Senate Bill 302 of the 2015 Legislative Session.

**Total Budgetary General Ledgers and Category Expenditures (AP)** **136,014**

vmilazz1  
Authorized Signature

06/30/17  
Date

\_\_\_\_\_  
Controller's Office Approval

Does not require Interim Finance approval since request for Contingency Account allocation is agendized as an action item August 2017 IFC meeting

**State of Nevada  
Work Program Packet Checklist**

- ✓ Work program form
- ✓ Work program packet checklist
- ✓ Cumulative modification worksheet
- ✓ Cover Page detailing the reasons for the revision, benefits to the division, department and state and consequences if not approved
- ✓ Financial/Budget Status Reports (current)
- ✓ Budget projections with corresponding detail
- ✓ Fund map reflecting amounts before and after the revision
- NPD 19 (If requesting new position) **include copy of current organizational chart w/proposed change**
- Quotes for the purchase of unbudgeted items (i.e., equipment, computers, etc.)
- Spreadsheets/detailed calculations supporting request

**WORK PROGRAM REVISIONS INVOLVING GRANTS MUST ALSO INCLUDE**

- Grant history/reconciliation form for grants
- Copies of all grant awards for the current year listed on the grant reconciliation form
- Copy of grant budget - if applicable
- Summary of the grant program and purpose if not included in the grant award document

**IFC determination evaluation (reason work program does or does not require IFC approval indicated with an X)**

**Requires IFC approval because**

- |   |  |
|---|--|
| <input type="checkbox"/> \$75,000 or more cumulative for an expenditure category  | <input type="checkbox"/> Exceeds \$30,000 cumulative and is 10% or more cumulative for an expenditure category |
| <input type="checkbox"/> Involves the allocation of block grant funds and the agency is choosing to use the IFC meeting for the required public hearing per NRS 353.337 | <input type="checkbox"/> Non-governmental grant or gift in excess of \$20,000                                  |
| <input type="checkbox"/> Includes new positions   | <input type="checkbox"/> Other:  |

**Does not require IFC approval because**

- |  |  |
|--|--|
| <input type="checkbox"/> \$30,000 or less cumulative for each expenditure category   | <input type="checkbox"/> Places funds in Reserves, Reserve for Reversion, or Retained Earnings categories only |
| <input type="checkbox"/> Less than \$75,000 cumulative and 10% cumulative for each expenditure category  | <input type="checkbox"/> Non-executive budget  |
| <input type="checkbox"/> \$5,000 or less for expenditure categories 02, 03, 05, & 30 and \$10,000 or less for any other expenditure categories | ✓ Other: request for Contingency Account allocation is agendized as an action item August 2017 IFC meeting     |
| <input type="checkbox"/> Implements general/highway fund salary adjustments approved by the BOE  | Approved by:<br>Date:  |

**STATE OF NEVADA  
TREASURER - TREASURER'S OFFICE**

**Budget Account 1080 - TREASURER - STATE TREASURER  
Work Program C39651  
Fiscal Year 2017**

Submitted June 30, 2017

**Budget Account's Primary Purpose, Function and Statutory Authority**

The State Treasurer's Office directs the management of financial transactions conducted on behalf of the state. Responsibilities include: investing state and local government funds, issuing and servicing debt on behalf of the state, managing the state's Collateral Pool Program, and distributing interest earnings to statutorily approved funds and budget accounts. The office is also responsible for managing the state's banking relationships, drawing federal funds, and the distribution of state checks. Authority: The Constitution of the State of Nevada Article. 5. Executive Department. Sec. 19. Other state officers: Election and term of office; eligibility for office. Sub Section 1. Treasurer.

**Purpose of Work Program**

The purpose of this work program is to request \$136,014 from Interim Finance Contingency account to pay off the Neil Weisman dba Interactive Ideas contract which provided for the development of a cloud based application for the Education Savings Account (ESA) and monthly hosting fees through June 30, 2017, pursuant to Senate Bill 302 of the 2015 Legislative Session.

**Justification**

The Treasurer's Office became responsible for the Education Savings Account (ESA) program established by Senate Bill 302 during the 2015 Legislative Session. The Treasurer's Office negotiated a contract to build and maintain an enrollment database program for the parents and participating entities which was approved by the Board of Examiners (BOE) and the Interim Finance Committee (IFC) in October 2015. This enrollment program allowed for automation of the enrollment processes and provided application data for the Treasurer's Office to use during the 2017 Legislative Session. While the contract amortized the cost of the database development over the four-year contract, all work developing the database was completed in December 2015, prior to the January 2016 court injunction. The Contractor did not perform any development work while the injunction was in place. This work program covers hosting costs through June 30, 2017 and the balance due on development costs.

**Expected Benefits to be Realized**

The expected benefits to be realized from this request is the ability for the Treasurer's Office to pay for the completed and contracted costs associated with the Education Savings Account (ESA) technology system.

**Explanation of Projections and Documentation**

FY17 BA 1080 BSR reports  
FY17 BA 1080 Budget Projections  
Fund Map  
Supplemental Appropriation email  
Neil Weisman dba Interactive Ideas Contract Summary

**New Positions:** No

**Summary of Alternatives and Why Current Proposal is Preferred**

If this contingency request is not approved, the Treasurer's Office will not have the ability to pay for work performed as per the BOE approved contract.

**STATE OF NEVADA WORK PROGRAM  
TREASURER'S OFFICE  
TREASURER - TREASURER'S OFFICE  
TREASURER - STATE TREASURER  
B/A 1080 SFY17**

G.L.#	REVENUES Description	Original or Legislatively Approved Work Program	APPROVED	PENDING	-----CUMULATIVE-----		Total Amount
			FIRST	SECOND	Dollar Change	Percent Change	
			Work Program Change	Work Program Change			
			WP # C37611	WP # C39651			
2501	APPROPRIATION CONTROL	519,881			0	0.0%	519,881
2511	BALANCE FORWARD FROM PREVIOUS YEAR	0	75,405		75,405	100.0%	75,405
3305	ASSESSMENTS	133,195			0	0.0%	133,195
4233	SALARY COST ALLOCATION	828,848			0	0.0%	828,848
4330	TREASURER'S ASSESSMENT	1,175,355			0	0.0%	1,175,355
4654	TRANSFER FROM INTERIM FINANCE	0		136,014	136,014	100.0%	136,014
4669	TRANS FROM BA 1090	72,201			0	0.0%	72,201
<b>Total Revenues</b>		<b>2,729,480</b>	<b>75,405</b>	<b>136,014</b>	<b>211,419</b>	<b>7.7%</b>	<b>2,940,899</b>
<b>EXPENDITURES</b>							
Cat	Description						
01	PERSONNEL	2,243,159			0	0.0%	2,243,159
02	OUT-OF-STATE TRAVEL	6,509			0	0.0%	6,509
03	IN-STATE TRAVEL	12,986			0	0.0%	12,986
04	OPERATING EXPENSES	226,599			0	0.0%	226,599
08	CHECK DISTRIBUTION MAIL EXPENSES	70,073			0	0.0%	70,073
10	MUNI BOND BANK ADMINISTRATION	5,708			0	0.0%	5,708
12	BOARD OF FINANCE	868			0	0.0%	868
15	ESA	0	30,294		30,294	100.0%	30,294
16	ESA INFORMATION TECHNOLOGY	0	45,111	136,014	181,125	100.0%	181,125
22	NEVADA CAPITAL INVESTMENT CORPORATION	12,357			0	0.0%	12,357
23	TOBACCO ADMINISTRATION	1,051			0	0.0%	1,051
24	COLLATERAL POOL	50,605			0	0.0%	50,605
26	INFORMATION SERVICES	91,773			0	0.0%	91,773
30	TRAINING	1,275			0	0.0%	1,275
87	PURCHASING ASSESSMENT	757			0	0.0%	757
89	ATTORNEY GENERAL COST ALLOCATION	5,760			0	0.0%	5,760
<b>Total Expenditures</b>		<b>2,729,480</b>	<b>75,405</b>	<b>136,014</b>	<b>211,419</b>	<b>7.7%</b>	<b>2,940,899</b>

WP# C39651

[Main Menu](#) > [Budget Status Report Input](#) > Summary Budget Status Report

REPORT DATE AS OF: 06/29/2017

PROC ID: BSR\_GEN\_BBLS\_REPORT

**STATE OF NEVADA  
Office of the State Controller**

**Summary Budget Status Report**

**Fiscal Year: 2017**

**Fund: 101 GENERAL FUND**

**Agency: 050 TREASURER'S OFFICE**

**Budget Account: 1080 STATE TREASURER**

**Organization: 0000 TREASURER'S OFFICE**

	<b>YTD Actual</b>	<b>Work Program</b>	<b>Difference</b>
<b>Total Receipts/Funding</b>	2,468,992.53	2,804,885.00	-335,892.47
<b>Total Expenditures</b>	2,419,481.29		
<b>Total Encumbrances</b>	.00		
<b>Total Pre-encumbrances</b>	.00		
<b>Total Obligations</b>	2,419,481.29	2,804,885.00	385,403.71
<b>Realized Funding Available</b>	49,511.24		

[Get Information About Receipts/Funding](#)

[Get Information About Obligations](#)

WP# C39651

[Main Menu](#) > [Budget Status Report Input](#) > [Budget Account List](#) > [Summary Budget Status Report](#) > Receipts/Funding  
 REPORT DATE AS OF: 06/29/2017  
 PROC ID: BSR\_REC\_FUND\_SUM

**STATE OF NEVADA**  
**Office of the State Controller**

**Budget Status Report - Receipts/Funding**

Fiscal Year: 2017

Fund: 101 GENERAL FUND

Agency: 050 TREASURER'S OFFICE

Budget Account: 1080 STATE TREASURER Organization: 0000 TREASURER'S OFFICE

	YTD Actual	Work Program	Difference
<b>Total Receipts/Funding</b>	2,468,992.53	2,804,885.00	-335,892.47

Code	Description	YTD Actual	Work Program	Difference
42	APPROPRIATIONS	519,881.00	519,881.00	.00
47	BEGINNING CASH	75,405.00	75,405.00	.00
3305	BANK ASSESSMENTS	107,333.50	133,195.00	-25,861.50
4233	SALARY COST ALLOCATION	708,403.88	828,848.00	-120,444.12
4330	TREASURER'S ASSESSMENT	1,004,075.59	1,175,355.00	-171,279.41
4669	TRANSFER FROM BA 1090	53,893.56	72,201.00	-18,307.44

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WP# C39651

Main Menu > Budget Status Report Input > Budget Account List > Summary Budget Status Report > Obligations  
 REPORT DATE AS OF: 06/29/2017  
 PROC ID: BSR\_GEN\_BCLS\_REPORT

**STATE OF NEVADA**  
**Office of the State Controller**

**Budget Status Report - Obligations**

Fiscal Year: 2017

Fund: 101 GENERAL FUND

Agency: 050 TREASURER'S OFFICE

Budget Account: 1080 STATE TREASURER Organization: 0000 TREASURER'S OFFICE

	YTD Actual	Work Program	Difference
<b>Total Expenditures</b>	2,419,481.29		
<b>Total Encumbrances</b>	.00		
<b>Total Pre-encumbrances</b>	.00		
<b>Total Obligations</b>	2,419,481.29	2,804,885.00	385,403.71

Category	Description	Expended	Encumbered	Pre-encumbered	Obligated	Work Program	Difference
<u>01</u>	PERSONNEL SERVICES	2,007,219.65	.00	.00	2,007,219.65	2,243,159.00	235,939.35
<u>02</u>	OUT OF STATE TRAVEL	5,117.65	.00	.00	5,117.65	6,509.00	1,391.35
<u>03</u>	IN STATE TRAVEL	8,805.75	.00	.00	8,805.75	12,986.00	4,180.25
<u>04</u>	OPERATING	167,573.55	.00	.00	167,573.55	226,599.00	59,025.45
<u>08</u>	CHECK DISTRIB MAIL EXPENSES	57,241.33	.00	.00	57,241.33	70,073.00	12,831.67
<u>10</u>	MUNICIPAL BOND BANK ADMIN	4,516.08	.00	.00	4,516.08	5,708.00	1,191.92
<u>12</u>	BOARD OF FINANCE	230.29	.00	.00	230.29	868.00	637.71
<u>15</u>	ESA OPERATING	62.00	.00	.00	62.00	30,294.00	30,232.00
<u>16</u>	ESA INFORMATION TECHNOLOGY	45,111.00	.00	.00	45,111.00	45,111.00	.00
<u>22</u>	NEVADA CAPITAL INVESTMENT CORP	10,647.19	.00	.00	10,647.19	12,357.00	1,709.81
<u>23</u>	TOBACCO ADMINISTRATION	227.56	.00	.00	227.56	1,051.00	823.44
<u>24</u>	COLLATERAL POOL	13,797.78	.00	.00	13,797.78	50,605.00	36,807.22
<u>26</u>	INFORMATION TECHNOLOGY	91,139.46	.00	.00	91,139.46	91,773.00	633.54
<u>30</u>	TRAINING	1,275.00	.00	.00	1,275.00	1,275.00	.00
<u>87</u>	PURCHASING ASSESSMENT	757.00	.00	.00	757.00	757.00	.00
<u>89</u>	AG COST ALLOCATION	5,760.00	.00	.00	5,760.00	5,760.00	.00

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EXPENDITURE SCHEDULE FOR :  
**1080 STATE TREASURER**  
**FISCAL YEAR 2017**

REPORT AS OF:	06/30/17
PERCENTAGE OF FISCAL YEAR:	99.73%
Days Passed:	364
Start Date:	07/01/16

BUDGET STATUS REPORT, WEEK ENDING: **06/29/17**  
 BALANCE AS OF BSR DATE: **06/29/17**

LINE	DESCRIPTION	BSR ENCUMBR	PREVIOUS FISCAL YEAR ENCUMBR	PREVIOUS FISCAL YEAR BALANCE	ENCUMBR	BALANCE	PERCENTAGE OF FISCAL YEAR	START DATE	END DATE
01	SALARIES	\$ 2,007,219.65	\$ 145,025.08	\$ -	\$ 2,152,244.73	\$ 2,243,159.00	99.73%	07/01/16	06/30/17
02	OUT OF STATE TRAVEL	\$ 5,117.65	\$ -	\$ 160.00	\$ 5,277.65	\$ 6,509.00	99.73%	07/01/16	06/30/17
03	IN STATE TRAVEL	\$ 8,805.75	\$ -	\$ 1,002.31	\$ 9,808.06	\$ 12,986.00	99.73%	07/01/16	06/30/17
04	OPERATING	\$ 167,573.55	\$ 2,665.90	\$ 4,819.26	\$ 175,058.71	\$ 226,599.00	99.73%	07/01/16	06/30/17
06	CHECK DISTRIB MAIL EXPENSES	\$ 57,241.33	\$ 5,324.91	\$ -	\$ 62,566.24	\$ 70,073.00	99.73%	07/01/16	06/30/17
10	MUNICIPAL BOND BANK ADMIN	\$ 4,516.08	\$ 198.41	\$ -	\$ 4,714.49	\$ 5,708.00	99.73%	07/01/16	06/30/17
12	BOARD OF FINANCE	\$ 230.29	\$ 243.52	\$ -	\$ 473.81	\$ 868.00	99.73%	07/01/16	06/30/17
15	ESA OPERATING	\$ 62.00	\$ -	\$ -	\$ 62.00	\$ 30,294.00	99.73%	07/01/16	06/30/17
16	ESA INFORMATION TECHNOLOGY	\$ 45,111.00	\$ -	\$ 136,014.00	\$ 181,125.00	\$ 45,111.00	99.73%	07/01/16	06/30/17
22	NEVADA CAPITAL INVESTMENT CORP	\$ 10,647.19	\$ 224.32	\$ -	\$ 10,871.51	\$ 12,357.00	99.73%	07/01/16	06/30/17
23	TOBACCO ADMINISTRATION	\$ 227.56	\$ 28.28	\$ -	\$ 255.84	\$ 1,051.00	99.73%	07/01/16	06/30/17
24	COLLATERAL POOL	\$ 13,797.78	\$ 38.60	\$ -	\$ 13,836.38	\$ 50,605.00	99.73%	07/01/16	06/30/17
26	INFORMATION TECHNOLOGY	\$ 91,139.46	\$ 488.01	\$ -	\$ 91,627.47	\$ 91,773.00	99.73%	07/01/16	06/30/17
30	TRAINING	\$ 1,275.00	\$ -	\$ -	\$ 1,275.00	\$ 1,275.00	99.73%	07/01/16	06/30/17
87	PURCHASING ASSESSMENT	\$ 757.00	\$ -	\$ -	\$ 757.00	\$ 757.00	99.73%	07/01/16	06/30/17
89	AG COST ALLOCATION	\$ 5,760.00	\$ -	\$ -	\$ 5,760.00	\$ 5,760.00	99.73%	07/01/16	06/30/17
		\$ 2,419,481.29	\$ 154,247.01	\$ 141,995.57	\$ 2,715,723.87	\$ 2,804,885.00	99.73%	07/01/16	06/30/17

TOTAL RECEIPTS/FUNDING	\$ 2,804,885.00	\$ 2,715,723.87	\$ 89,131.13
REALIZED FUNDING AVAILABLE W/EXP & ENC*	\$ 243,378.14		
REALIZED FUNDING AVAILABLE INC OBLIGATIONS**	\$ 89,131.13		

\*\*\* Pre/Encumbered Amounts are through Purchasing Encumbrances only  
 \* BSR Exp - Pre/Enc + Rec/Fund  
 \*\* BSR Exp+Obligations - \*  
 CAT 16 - WPH C39651 \$136.014

EXPENDITURE SCHEDULE FOR:		REPORT AS OF:		PERCENTAGE OF FISCAL YEAR:		6/30/2017	
1080 Treasurer's Office		99.73%		Days Passed:		364	
FISCAL YEAR 2017		Start Date:		07/01/16			
BUDGET STATUS REPORT, WEEK ENDING:		06/29/17		PROJECTIONS		APPROVED	
CAT	DESCRIPTION	BSR BALANCE	OBLIGATED AWAITING TO HIT BSR	EXPENDITURES TO DATE	YTD OBLIGATED	ORIGINAL BUDGET	WORK PRGS
				W/DECLINING BALANCE		CURRENT BUDGET	BALANCE REMAINING
01	SALARIES						
5100	SALARIES & ASSESSMENTS	\$ 2,007,219.65	\$ -	\$ 2,007,219.65	\$ 145,025.08	\$ 1,599,273.00	\$ -
5200	WORKERS COMPENSATION	\$ -	\$ -	\$ -	\$ -	\$ 19,559.00	\$ (552,971.73)
5300	RETIREMENT	\$ -	\$ -	\$ -	\$ -	\$ 359,307.00	\$ 19,559.00
5400	PERSONAL ASSESSMENT	\$ -	\$ -	\$ -	\$ -	\$ 8,977.00	\$ 359,307.00
5500	GROUP INSURANCE	\$ -	\$ -	\$ -	\$ -	\$ 192,993.00	\$ 8,977.00
5700	PAYROLL ASSESSMENT	\$ -	\$ -	\$ -	\$ -	\$ 2,240.00	\$ 192,993.00
5750	RETIRED EMPLOYEES GROUP INSURANCE	\$ -	\$ -	\$ -	\$ -	\$ 37,745.00	\$ 2,240.00
5800	UNEMPLOYMENT COMPENSATION	\$ -	\$ -	\$ -	\$ -	\$ 1,120.00	\$ 37,745.00
5840	MEDICARE	\$ -	\$ -	\$ -	\$ -	\$ 21,945.00	\$ 1,120.00
5929	ELIMINATE LONGEVITY PAY	\$ -	\$ -	\$ -	\$ -	\$ (11,600.00)	\$ 21,945.00
5930	LONGEVITY PAY	\$ -	\$ -	\$ -	\$ -	\$ 11,600.00	\$ (11,600.00)
01	<b>SALARIES TOTAL</b>	<b>\$ 2,007,219.65</b>	<b>\$ -</b>	<b>\$ 2,007,219.65</b>	<b>\$ 145,025.08</b>	<b>\$ 2,243,159.00</b>	<b>\$ -</b>
	3.0 YTD SPENT	\$ 2,007,219.65	\$ -	\$ 2,007,219.65	\$ 145,025.08	\$ 2,243,159.00	\$ 90,914.27
02	OUT OF STATE TRAVEL						
6100	PER DIEM OUT-OF-STATE	\$ 1,812.26	\$ -	\$ 1,812.26	\$ -	\$ 3,183.00	\$ 1,370.74
6115	NON-FS VEHICLE RENTAL OUT-OF-STATE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6120	AUTO MISC - OUT-OF-STATE	\$ 16.00	\$ -	\$ 16.00	\$ -	\$ -	\$ (16.00)
6130	PUBLIC TRANS OUT-OF-STATE	\$ 223.13	\$ 160.00	\$ 383.13	\$ -	\$ 425.00	\$ 41.87
6140	PERSONAL VEHICLE OUT-OF-STATE	\$ 163.40	\$ -	\$ 163.40	\$ -	\$ 125.00	\$ (38.40)
6150	COMM AIR TRANS OUT-OF-STATE	\$ 2,902.86	\$ -	\$ 2,902.86	\$ -	\$ 2,776.00	\$ (126.86)
6171	LATE FEES TO DINERS CLUB OUT-OF-STATE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
02	<b>OUT OF STATE TRAVEL TOTAL</b>	<b>\$ 5,117.65</b>	<b>\$ 160.00</b>	<b>\$ 5,277.65</b>	<b>\$ -</b>	<b>\$ 6,509.00</b>	<b>\$ 1,231.35</b>
	3.0 YTD SPENT	\$ 5,117.65	\$ 160.00	\$ 5,277.65	\$ -	\$ 6,509.00	\$ 1,231.35
03	IN-STATE TRAVEL						
6095	TRAVEL ADVANCE CLEARING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6150	COMM AIR TRANS OUT-OF-STATE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6200	PER DIEM IN-STATE	\$ 2,869.21	\$ -	\$ 2,869.21	\$ -	\$ 4,192.00	\$ 1,322.79
6210	FS DAILY RENTAL IN-STATE	\$ 875.98	\$ 31.40	\$ 907.38	\$ -	\$ 1,798.00	\$ 890.62
6215	NON-FS VEHICLE IN-STATE	\$ 34.80	\$ -	\$ 34.80	\$ -	\$ 315.00	\$ 280.20
6220	AUTO MISC - IN-STATE	\$ 10.00	\$ -	\$ 10.00	\$ -	\$ -	\$ (10.00)
6230	PUBLIC TRANSPORTATION IN-STATE	\$ 43.33	\$ -	\$ 43.33	\$ -	\$ -	\$ (43.33)
6240	PERSONAL VEHICLE IN-STATE	\$ 222.53	\$ -	\$ 222.53	\$ -	\$ 512.00	\$ 289.47
6250	COMMERCIAL AIR TRAVEL	\$ 4,749.90	\$ 970.91	\$ 5,720.81	\$ -	\$ 6,169.00	\$ 448.19
03	<b>IN STATE TRAVEL TOTAL</b>	<b>\$ 8,805.75</b>	<b>\$ 1,002.31</b>	<b>\$ 9,808.06</b>	<b>\$ -</b>	<b>\$ 12,986.00</b>	<b>\$ 3,177.94</b>
	3.0 YTD SPENT	\$ 8,805.75	\$ 1,002.31	\$ 9,808.06	\$ -	\$ 12,986.00	\$ 3,177.94
04	OPERATING EXPENSES						
6210	MP Daily Rental In-State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7020	OPERATING SUPPLIES	\$ 5,098.97	\$ 117.16	\$ 5,216.13	\$ -	\$ 5,680.00	\$ 463.87
7030	FREIGHT CHARGES	\$ 15.00	\$ -	\$ 15.00	\$ -	\$ 34.00	\$ 19.00

7041	PRINTING & COPY SVC NONSTATE-A	\$	962.11	\$	-	\$	481.06	\$	1,443.17	\$	1,402.00	\$	1,402.00	\$	(41.17)
7045	STATE PRINTING CHARGES	\$	466.00	\$	-	\$	-	\$	466.00	\$	887.00	\$	887.00	\$	421.00
7050	EMPLOYEE BOND INSURANCE	\$	26.00	\$	-	\$	-	\$	26.00	\$	26.00	\$	26.00	\$	-
7051	PROPERTY & CONTENT INSURANCE	\$	1,181.00	\$	-	\$	-	\$	1,181.00	\$	-	\$	-	\$	(1,181.00)
7053	RISK MGT MISC INS POLICIES	\$	35.56	\$	-	\$	-	\$	35.56	\$	-	\$	-	\$	(35.56)
7054	AG TORT CLAIM ASSESSMENT	\$	2,660.41	\$	-	\$	-	\$	2,660.41	\$	2,661.00	\$	2,661.00	\$	0.59
7055	BAG PROP & CONT INSURANCE	\$	-	\$	-	\$	-	\$	-	\$	1,181.00	\$	1,181.00	\$	(345.00)
7060	CONTRACTS - A (WELLS FARGO INTERFACE)	\$	230.00	\$	-	\$	115.00	\$	345.00	\$	-	\$	-	\$	-
7061	CONTRACTS - A (WELLS FARGO INTERFACE)	\$	15,841.00	\$	-	\$	-	\$	15,841.00	\$	15,841.00	\$	15,841.00	\$	-
7067	CONTRACTS - G (BLOOMBERG FINANCE LP)	\$	13,440.00	\$	-	\$	-	\$	13,440.00	\$	53,400.00	\$	53,400.00	\$	39,960.00
7072	CONTRACTS - L	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
7080	LEGAL AND COURT	\$	-	\$	-	\$	-	\$	-	\$	101.00	\$	101.00	\$	101.00
7090	EQUIPMENT REPAIR	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
7100	STATE OWNED BLDG RNT-BAG	\$	95,456.00	\$	-	\$	-	\$	95,456.00	\$	95,456.00	\$	95,456.00	\$	-
7120	ADVERTISING & PUBLIC RELATIONS	\$	680.00	\$	-	\$	-	\$	680.00	\$	-	\$	-	\$	(680.00)
7130	BOTTLED WATER	\$	202.45	\$	-	\$	18.40	\$	220.85	\$	303.00	\$	303.00	\$	82.15
7250	B & G EXTRA SERVICES	\$	660.91	\$	200.00	\$	-	\$	860.91	\$	-	\$	-	\$	(860.91)
7270	LATE FEES AND PENALTIES	\$	0.30	\$	-	\$	-	\$	0.30	\$	-	\$	-	\$	(0.30)
7280	OUTSIDE POSTAGE	\$	43.44	\$	-	\$	130.32	\$	173.76	\$	282.00	\$	282.00	\$	108.24
7285	POSTAGE - STATE MAILROOM	\$	773.83	\$	-	\$	78.88	\$	852.71	\$	5,296.00	\$	5,296.00	\$	4,443.29
7286	MAILSTOP - STATE MAILROOM	\$	2,940.00	\$	-	\$	-	\$	2,940.00	\$	-	\$	-	\$	(2,940.00)
7290	PHONE, FAX, COMMUNICATION LINE	\$	123.85	\$	-	\$	9.99	\$	133.84	\$	98.00	\$	98.00	\$	(35.84)
7291	CELL PHONE/PAGER CHARGES	\$	2,060.90	\$	187.52	\$	449.68	\$	2,698.10	\$	1,599.00	\$	1,599.00	\$	(1,099.10)
7292	ETS VOICE MAIL	\$	1,066.91	\$	-	\$	213.38	\$	1,280.29	\$	845.00	\$	845.00	\$	(435.29)
7294	CONFERENCE CALL CHARGES	\$	159.92	\$	-	\$	159.92	\$	319.84	\$	530.00	\$	530.00	\$	210.16
7295	ETS STATE PHONE LINE	\$	5,123.73	\$	-	\$	465.79	\$	5,589.52	\$	4,530.00	\$	4,530.00	\$	(1,059.52)
7296	ETS LONG DISTANCE CHARGES	\$	623.46	\$	-	\$	124.89	\$	748.35	\$	736.00	\$	736.00	\$	(12.35)
7297	ETS 800 TOLL FREE CHARGES	\$	-	\$	-	\$	-	\$	-	\$	39.00	\$	39.00	\$	39.00
7301	MEMBERSHIP DUES	\$	5,995.00	\$	-	\$	-	\$	5,995.00	\$	7,060.00	\$	7,060.00	\$	1,065.00
7302	REGISTRATION FEES	\$	2,025.00	\$	176.00	\$	-	\$	2,201.00	\$	300.00	\$	300.00	\$	(1,900.00)
7306	DUES & REG- EMPLOYEE REIMBURSE	\$	2,777.32	\$	-	\$	-	\$	2,777.32	\$	-	\$	-	\$	(2,777.32)
7330	SPECIAL REPORT SERVICES & FEES	\$	-	\$	-	\$	-	\$	-	\$	21,000.00	\$	21,000.00	\$	21,000.00
7370	PUBLICATIONS AND PERIODICALS	\$	1,611.43	\$	-	\$	-	\$	1,611.43	\$	2,604.00	\$	2,604.00	\$	992.57
7430	PROFESSIONAL SERVICES	\$	-	\$	-	\$	-	\$	-	\$	104.00	\$	104.00	\$	104.00
7460	EQUIPMENT PURCHASES < \$1,000	\$	445.50	\$	4,139.58	\$	-	\$	4,585.08	\$	-	\$	-	\$	(4,585.08)
7557	ETS NAS CARD READER	\$	225.36	\$	-	\$	41.28	\$	266.64	\$	222.00	\$	222.00	\$	(44.64)
7635	MISCELLANEOUS SERVICES	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
7980	OPERATING LEASE PAYMENTS	\$	4,532.19	\$	-	\$	377.50	\$	4,909.69	\$	4,382.00	\$	4,382.00	\$	(527.69)
8291	TELEPHONE SYSTEM EQUIPMENT - A	\$	90.00	\$	-	\$	-	\$	90.00	\$	-	\$	-	\$	(90.00)
04	OPERATING EXPENSES TOTAL	\$	167,573.65	\$	4,919.28	\$	2,665.90	\$	175,058.71	\$	226,599.00	\$	226,599.00	\$	51,540.29
	3.0 YTD SPENT	\$	167,573.65	\$	187,573.65	\$	172,392.81	\$	172,392.81	\$	CAT VERIFICATION	\$		\$	
08	CHECK DISTRIB MAIL EXPENSES	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
7074	HARDWARE LICENSE/MINT CONTRACTS	\$	255.25	\$	-	\$	-	\$	255.25	\$	-	\$	-	\$	(255.25)
7090	EQUIPMENT REPAIR SERVICES	\$	1,806.22	\$	-	\$	-	\$	1,806.22	\$	-	\$	-	\$	(1,806.22)
7285	POSTAGE - STATE MAILROOM	\$	53,219.90	\$	-	\$	5,324.91	\$	58,544.81	\$	70,073.00	\$	70,073.00	\$	11,528.19
7286	MAILSTOP - STATE MAILROOM	\$	1,959.96	\$	-	\$	-	\$	1,959.96	\$	-	\$	-	\$	(1,959.96)
08	CHECK DISTRIB MAIL EXPENSES TOTAL	\$	57,241.33	\$	-	\$	5,324.91	\$	62,566.24	\$	70,073.00	\$	70,073.00	\$	7,506.76
	3.0 YTD SPENT	\$	57,241.33	\$	57,241.33	\$	57,241.33	\$	57,241.33	\$	CAT VERIFICATION	\$		\$	
10	MUNICIPAL BOND BANK ADMIN	\$	-	\$	-	\$	-	\$	-	\$	583.00	\$	583.00	\$	583.00
6150	COMM AIR TRANS OUT-OF-STATE	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
7020	OPERATING SUPPLIES	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
7041	PRINTING & COPY SVC NONSTATE-A	\$	146.27	\$	-	\$	90.28	\$	236.55	\$	251.00	\$	251.00	\$	14.45

7073	SOFTWARE LICENSE/MNT CONTRACTS	\$ 1,950.00	\$ -	\$ 1,950.00	\$ -	\$ 1,950.00	\$ 1,900.00	\$ -	\$ 1,900.00	\$ -	\$ 1,900.00	\$ (50.00)
7280	OUTSIDE POSTAGE	\$ 37.25	\$ -	\$ 37.25	\$ 82.50	\$ 119.75	\$ 5.00	\$ -	\$ 5.00	\$ -	\$ 5.00	\$ (114.75)
7301	MEMBERSHIP DUES	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ 600.00	\$ -
7370	PUBLICATIONS AND PERIODICALS	\$ 1,475.00	\$ -	\$ 1,475.00	\$ -	\$ 1,475.00	\$ 1,648.00	\$ -	\$ 1,648.00	\$ -	\$ 1,648.00	\$ 173.00
7980	OPERATING LEASE PAYMENTS	\$ 307.56	\$ -	\$ 307.56	\$ 25.63	\$ 333.19	\$ 721.00	\$ -	\$ 721.00	\$ -	\$ 721.00	\$ 387.81
10	<b>MUNICIPAL BOND BANK ADMIN TOTAL</b>	<b>\$ 4,516.08</b>	<b>\$ -</b>	<b>\$ 4,516.08</b>	<b>\$ 198.41</b>	<b>\$ 4,714.49</b>	<b>\$ 5,708.00</b>	<b>\$ -</b>	<b>\$ 5,708.00</b>	<b>\$ -</b>	<b>\$ 5,708.00</b>	<b>\$ 993.51</b>
	3.0 YTD SPENT	\$ 4,516.08	\$ 4,516.08									
12	<b>BOARD OF FINANCE</b>											
6100	PER DIEM OUT-OF-STATE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6200	PER DIEM IN-STATE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6240	PERSONAL VEHICLE IN-STATE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6250	COM AIR TRANS IN-STATE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7020	OPERATING SUPPLIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7041	PRINTING & COPY SVC NONSTATE-A	\$ 144.71	\$ -	\$ 144.71	\$ 72.36	\$ 217.07	\$ 163.00	\$ -	\$ 163.00	\$ -	\$ 163.00	\$ (54.07)
7280	OUTSIDE POSTAGE	\$ 85.58	\$ -	\$ 85.58	\$ 171.16	\$ 256.74	\$ 180.00	\$ -	\$ 180.00	\$ -	\$ 180.00	\$ (76.74)
7635	MISCELLANEOUS SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 114.00	\$ -	\$ 114.00	\$ -	\$ 114.00	\$ 114.00
7980	OPERATING LEASE PAYMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 411.00	\$ -	\$ 411.00	\$ -	\$ 411.00	\$ 411.00
12	<b>BOARD OF FINANCE TOTAL</b>	<b>\$ 230.29</b>	<b>\$ -</b>	<b>\$ 230.29</b>	<b>\$ 243.52</b>	<b>\$ 473.81</b>	<b>\$ 668.00</b>	<b>\$ -</b>	<b>\$ 668.00</b>	<b>\$ -</b>	<b>\$ 668.00</b>	<b>\$ 394.20</b>
	3.0 YTD SPENT	\$ 230.29	\$ 230.29									
15	<b>ESA OPERATING</b>											
7070	CONTRACTS - J	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,294.00	\$ 30,294.00	\$ -	\$ 30,294.00	\$ 30,294.00
7073	SOFTWARE LICENSE/MNT CONTRACTS	\$ 62.00	\$ -	\$ 62.00	\$ -	\$ 62.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (62.00)
	<b>ESA OPERATING TOTAL</b>	<b>\$ 62.00</b>	<b>\$ -</b>	<b>\$ 62.00</b>	<b>\$ -</b>	<b>\$ 62.00</b>	<b>\$ -</b>	<b>\$ 30,294.00</b>	<b>\$ 30,294.00</b>	<b>\$ -</b>	<b>\$ 30,294.00</b>	<b>\$ 30,232.00</b>
	3.0 YTD SPENT	\$ 62.00	\$ 62.00									
16	<b>ESA INFORMATION TECHNOLOGY</b>											
7063	CONTRACTS - C (INTERACTIVE IDEAS)	\$ 45,111.00	\$ 136,014.00	\$ 181,125.00	\$ -	\$ 181,125.00	\$ -	\$ 45,111.00	\$ 45,111.00	\$ -	\$ 45,111.00	\$ (136,014.00)
	<b>ESA INFORMATION TECHNOLOGY TOTAL</b>	<b>\$ 45,111.00</b>	<b>\$ 136,014.00</b>	<b>\$ 181,125.00</b>	<b>\$ -</b>	<b>\$ 181,125.00</b>	<b>\$ -</b>	<b>\$ 45,111.00</b>	<b>\$ 45,111.00</b>	<b>\$ -</b>	<b>\$ 45,111.00</b>	<b>\$ (136,014.00)</b>
	3.0 YTD SPENT	\$ 45,111.00	\$ 136,014.00	\$ 181,125.00	\$ -	\$ 181,125.00	\$ -	\$ 45,111.00	\$ 45,111.00	\$ -	\$ 45,111.00	\$ (136,014.00)
22	<b>NEVADA CAPITAL INVESTMENT CORP</b>											
7041	PRINTING & COPY SVC NONSTATE-A	\$ 192.15	\$ -	\$ 192.15	\$ 96.08	\$ 288.23	\$ 171.00	\$ -	\$ 171.00	\$ -	\$ 171.00	\$ (117.23)
7060	CONTRACTS	\$ 9,850.00	\$ -	\$ 9,850.00	\$ -	\$ 9,850.00	\$ 9,850.00	\$ -	\$ 9,850.00	\$ -	\$ 9,850.00	\$ -
7080	LEGAL AND COURT	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (50.00)
7120	ADVERTISING & PUBLIC RELATIONS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7280	OUTSIDE POSTAGE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 643.00	\$ -	\$ 643.00	\$ -	\$ 643.00	\$ 643.00
7292	ETS VOICE MAIL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42.00	\$ -	\$ 42.00	\$ -	\$ 42.00	\$ 42.00
7294	CONFERENCE CALL CHARGES	\$ (0.00)	\$ -	\$ (0.00)	\$ -	\$ (0.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.00
7295	ETS STATE PHONE LINE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 161.00	\$ -	\$ 161.00	\$ -	\$ 161.00	\$ 161.00
7298	ETS LONG DISTANCE CHARGES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34.00	\$ -	\$ 34.00	\$ -	\$ 34.00	\$ 34.00
7533	ETS EMAIL SERVICE	\$ 41.68	\$ -	\$ 41.68	\$ 7.84	\$ 49.32	\$ 46.00	\$ -	\$ 46.00	\$ -	\$ 46.00	\$ (3.32)
7545	ETS VPN SECURE LINK	\$ 113.52	\$ -	\$ 113.52	\$ 20.84	\$ 134.16	\$ 124.00	\$ -	\$ 124.00	\$ -	\$ 124.00	\$ (10.16)
7635	MISCELLANEOUS SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 850.00	\$ -	\$ 850.00	\$ -	\$ 850.00	\$ 850.00
7980	OPERATING LEASE PAYMENTS	\$ 399.84	\$ -	\$ 399.84	\$ 99.96	\$ 499.80	\$ 436.00	\$ -	\$ 436.00	\$ -	\$ 436.00	\$ (63.80)
	<b>NEVADA CAPITAL INVESTMENT CORP TOTAL</b>	<b>\$ 10,647.19</b>	<b>\$ -</b>	<b>\$ 10,647.19</b>	<b>\$ 224.32</b>	<b>\$ 10,871.51</b>	<b>\$ 12,357.00</b>	<b>\$ -</b>	<b>\$ 12,357.00</b>	<b>\$ -</b>	<b>\$ 12,357.00</b>	<b>\$ 1,486.50</b>
	3.0 YTD SPENT	\$ 10,647.19	\$ -	\$ 10,647.19	\$ 224.32	\$ 10,871.51	\$ 12,357.00	\$ -	\$ 12,357.00	\$ -	\$ 12,357.00	\$ 1,486.50
23	<b>TOBACCO ADMINISTRATION</b>											
7041	PRINTING & COPY SVC NONSTATE-A	\$ 72.36	\$ -	\$ 72.36	\$ -	\$ 72.36	\$ 230.00	\$ -	\$ 230.00	\$ -	\$ 230.00	\$ 157.64







Line	Name	Title	City	Job Code	1 Step		2 Step		3 Step		4 Step		5 Step		6 Step		7 Step		8 Step		9 Step		10 Step		Payscale	Grade	Comments																																																																									
					1 Step	2 Step	1 Step	2 Step	1 Step	2 Step	1 Step	2 Step	1 Step	2 Step	1 Step	2 Step	1 Step	2 Step	1 Step	2 Step	1 Step	2 Step	1 Step	2 Step																																																																												
1	1 Step	2 Step	3 Step	4 Step	5 Step	6 Step	7 Step	8 Step	9 Step	10 Step	11 Step	12 Step	13 Step	14 Step	15 Step	16 Step	17 Step	18 Step	19 Step	20 Step	21 Step	22 Step	23 Step	24 Step	25 Step	26 Step	27 Step	28 Step	29 Step	30 Step	31 Step	32 Step	33 Step	34 Step	35 Step	36 Step	37 Step	38 Step	39 Step	40 Step	41 Step	42 Step	43 Step	44 Step	45 Step	46 Step	47 Step	48 Step	49 Step	50 Step	51 Step	52 Step	53 Step	54 Step	55 Step	56 Step	57 Step	58 Step	59 Step	60 Step	61 Step	62 Step	63 Step	64 Step	65 Step	66 Step	67 Step	68 Step	69 Step	70 Step	71 Step	72 Step	73 Step	74 Step	75 Step	76 Step	77 Step	78 Step	79 Step	80 Step	81 Step	82 Step	83 Step	84 Step	85 Step	86 Step	87 Step	88 Step	89 Step	90 Step	91 Step	92 Step	93 Step	94 Step	95 Step	96 Step	97 Step	98 Step	99 Step	100 Step



NEVADA STATE TREASURER  
 BA 1080 TREASURER'S OFFICE  
 FUND MAP FY 17  
 AS OF: 9/13/2016  
 Includes: C37611 (Before)

Description	Revenue Authority	2501 Appropr	3305 Bank Assessment	4233 Cost Allocation Reimburse	4330 Treasurer's Assessment	4654 Trans from IFC	4669 Trans from Other BIA Same Fund	Total Funding
<b>Total Revenue</b>		<b>595,286</b>	<b>133,195</b>	<b>828,848</b>	<b>1,175,355</b>		<b>72,201</b>	<b>2,804,885</b>
<b>EXPENDITURES</b>								
01 Personnel Services		120,722	82,590	828,848	1,139,849		71,150	2,243,159
02 Out of State Travel		6,509						6,509
03 In State Travel		12,986						12,986
04 Operating		205,599			21,000			226,599
08 Check Distribution Mail Expenses		70,073						70,073
10 Municipal Bond Bank Admin		5,708						5,708
12 Board of Finance		868						868
15 ESA Operating		30,294						30,294
16 ESA IT		45,111						45,111
22 NV Investment Capital Corp		2,607			9,750			12,357
23 Tobacco Administration							1,051	1,051
24 Pooled Collateral								50,605
26 Information Technology		87,017			4,756			91,773
30 Training		1,275						1,275
87 Purchasing Assessment		757						757
89 AG Cost Allocation		5,760						5,760
93 Reserve for Reversion								
<b>Total Expenditures</b>		<b>595,286</b>	<b>133,195</b>	<b>828,848</b>	<b>1,175,355</b>		<b>72,201</b>	<b>2,804,885</b>

Balance Check \$

NEVADA STATE TREASURER  
 BA 1080 TREASURER'S OFFICE  
 FUND MAP FY 17  
 AS OF: 2/8/2017  
 Includes: C37611 & C39651 (After)

Description	Revenue Authority	2501 Appropr	3305 Bank Assessment	4233 Cost Allocation Reimburse	4330 Treasurer's Assessment	4654 Trans from IFC	4669 Trans from Other BIA Same Fund	Total Funding
<b>Total Revenue</b>		<b>595,286</b>	<b>133,195</b>	<b>828,848</b>	<b>1,175,355</b>	<b>136,014</b>	<b>72,201</b>	<b>2,840,899</b>
<b>EXPENDITURES</b>								
01 Personnel Services		120,722	82,590	828,848	1,139,849		71,150	2,243,159
02 Out of State Travel		6,509						6,509
03 In State Travel		12,986						12,986
04 Operating		205,599			21,000			226,599
08 Check Distribution Mail Expenses		70,073						70,073
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<b>Total Expenditures</b>		<b>595,286</b>	<b>133,195</b>	<b>828,848</b>	<b>1,175,355</b>	<b>136,014</b>	<b>72,201</b>	<b>2,840,899</b>

Balance Check \$

Per DAWN	Proposed WFP #C39651	Revised Authority
2,804,885	136,014	2,940,899
2,804,885	136,014	2,940,899
2,243,159	-	2,243,159
6,509	-	6,509
12,986	-	12,986
226,599	-	226,599
70,073	-	70,073
5,708	-	5,708
868	-	868
30,294	-	30,294
45,111	136,014	181,125
12,357	-	12,357
1,051	-	1,051
50,605	-	50,605
91,773	-	91,773
1,275	-	1,275
757	-	757
5,760	-	5,760
2,804,885	136,014	2,940,899

**From:** Budd Milazzo  
**To:** Andrea E. Allen  
**Subject:** FW: Supplemental Appropriation  
**Date:** Thursday, June 08, 2017 3:30:57 PM  
**Attachments:** image004.png  
**Importance:** High

---

Budd Milazzo  
Senior Deputy Treasurer – Office of the State Treasurer  
775-684-5666

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**From:** Coffman, Sarah [mailto:scoffman@lcb.state.nv.us]  
**Sent:** Monday, May 1, 2017 7:23 PM  
**To:** Budd Milazzo <bmilazzo@nevadatreasurer.gov>  
**Cc:** Tara R. Hagan <trhagan@nevadatreasurer.gov>; Laura E. Freed <lfreed@finance.nv.gov>  
**Subject:** Supplemental Appropriation

Budd,

The Fiscal Analysis Division will be introducing the bills related to the supplemental appropriations for FY 2017 in the next few days. The Treasurer's Office originally requested \$105,720 for the information and programming costs associated with the implementation of the Education Savings Account program. We received your request to increase the supplemental appropriation by \$30,232, for a total of \$135,952. However, based on the contractual agreement with Interactive Idea, it appears that only \$81,140 is owed to the company through FY 2017, as shown in the table below, once all expenditure authority is utilized in Category 16 – ESA – Information Technology:

Payment Due Date	April 2016	April 2017	April 2018	April 2019	Total Contract
Development Costs Scheduled	\$ 82,313	\$ 27,438	\$ 27,438	\$ 27,436	\$164,625
STO Paid	\$ 40,000	\$ -	\$ -	\$ -	
Owed	\$ 42,313	\$ 27,438	\$ 27,438	\$ 27,436	\$124,625
Maintenance Costs Scheduled	\$ 28,250	\$ 56,500	\$ 67,800	\$ 50,850	\$203,400
STO Paid	\$ 28,250	\$ 45,111	\$ -	\$ -	\$ 73,361
	\$ -	\$ 11,389	\$ -	\$ -	\$ 11,389
<b>Total</b>	<b>\$ 42,313</b>	<b>\$ 38,827</b>	<b>\$ 27,438</b>	<b>\$ 27,436</b>	<b>\$136,014</b>

Accordingly, I would appreciate a response to the following:

- Why did the Treasurer's Office not seek funding authority from the Interim Finance Committee in FY 2016 to pay the \$42,313 it owed to Interactive Ideas?  
As there is/was much uncertainty with the ESA program including the funding, we decided the proper course of action was to pay the additional \$136,014 owed to the vendor. Due to the timing of our request the GFO informed us that the appropriate procedure was a supplemental appropriation due to session, not an IFC request which is not allowed during session.
- Based on the table above, the Treasurer's office only needs \$81,140 to meet its FY 2016 and FY 2017 obligations; however, it appears the supplemental appropriation includes a request for funding to support the Interactive Ideas payments scheduled for FY 2018 and FY 2019. Why were these payments not included in the Treasurer's 2017-19 budget request as opposed to being funded with a supplemental appropriation?  
That was an oversight. They should have been included with our budget request.
- During the August 19, 2015 Interim Finance Committee meeting, the Committee provide \$116,213 in start-up funding to support the initial costs of the contract with Interactive Ideas; however, it was not the Interim Finance Committee's intent to fully fund the contract with General Fund appropriations. Rather, this funding was expected to be paid back to the IFC Contingency Account in the event the Treasurer's Office began collecting administrative fee revenue from establishing Education Savings Accounts. How will the Treasurer's Office pay for this contract if the supplemental appropriation is not approved?

If the supplemental appropriation request is not approved, the Treasurer's Office will have no ability to pay for this contract.

I would appreciate your response by the close of business on Thursday, May 4, 2017.

Thank you,

It appears the remaining

**Sarah A. Coffman**

Principal Deputy Fiscal Analyst

Legislative Counsel Bureau, Fiscal Analysis Division

Phone: 775-684-6821

Fax: 775-684-6475

**ATTENTION**

The information contained in this message is a confidential communication from the Nevada Legislative Counsel Bureau. It is intended to be read only by the person or entity to whom it is addressed or by the designee of such person or entity. If the reader of this message is not the intended recipient, you are on notice that distribution of this message in any form is strictly prohibited. If you have received this message in error, please immediately notify the sender and/or the Fiscal Analysis Division of the Legislative Counsel Bureau by telephone at (775) 684-6821 and delete or destroy any copy of this message as well as any attachments.

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: 17128

Amendment Number: 1

Agency Name: TREASURER - TREASURER'S OFFICE

Legal Entity Name: Neal Weisman, DBA, Interactive Ideas

Agency Code: 050

Contractor Name: Neal Weisman, DBA, Interactive Ideas

Appropriation Unit: 1080-16

Address: 7275 Murdy Circle

Is budget authority available?: Yes

City/State/Zip: Huntington Beach, CA 92647-3533

If "No" please explain: Not Applicable

Contact/Phone: Neal Weisman 714-375-4746

Vendor No.: T29036911

NV Business ID: NV20151493753

To what State Fiscal Year(s) will the contract be charged? 2016-2020

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

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

**RECEIVED**

MAR 10 2016

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

2. Contract start date:

a. Effective upon final approval? No or b. other effective date 10/13/2015

Retroactive? No

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: 09/30/2019

Contract term: 3 years and 353 days

4. Type of contract: Contract

Contract description: Application Vendor

5. Purpose of contract:

This is the first amendment to the original contract, which continues ongoing creation of a cloud based application for the Education Savings Account, pursuant to Senate Bill 302 of the 2015 Legislative Session. This amendment changes paragraph 6 (Consideration) whereby the monthly maintenance cost will be reduced from \$5,650 per month to \$2,825 per month during any month in which services are enjoined or otherwise subject to a stay by court order as of the first day of the month.

*reduces*

*program.*

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$368,025.00	\$0.00	\$0.00	Yes - Action
4. Amount of current amendment (#1):	\$0.00	\$0.00	\$0.00	No
5. New maximum contract amount:	\$368,025.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

SB302 was passed in the 78th Legislative Session. The bill creates an Education Savings Account (ESA) Program which allows expanded school choice through State funded accounts. The Treasurer's office is responsible for the development and implementation of Nevada's new ESA program. As part of the implementation we need a firm to deploy a cloud based application for the State to manage accounts and participating entities, in addition to interfacing with the claims processor.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the expertise or knowledge to create the database application.

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?

Neal Weisman (I2net) has a complete and thorough understanding of the project as exhibited by its data flow. In addition, Neal is willing to hose the service infrastructure in Nevada and dedicate it solely to this project.

d. Last bid date: Anticipated re-bid date: 06/01/2019

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:

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	shanshew	03/10/2016 10:54:19 AM
Division Approval	vmilazz1	03/10/2016 14:26:26 PM
Department Approval	vmilazz1	03/10/2016 14:26:29 PM
Contract Manager Approval	shanshew	03/10/2016 14:36:47 PM



For Board Use Only  
Date: 10-13-15  
#31

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: 17128

Agency Name: **TREASURER - TREASURER'S OFFICE**

Agency Code: **050**

Appropriation Unit: **1080-04**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **Neal Weisman, DBA, Interactive Ideas**

Contractor Name: **Neal Weisman, DBA, Interactive Ideas**

Address: **7275 Murdy Circle**

City/State/Zip: **Huntington Beach, CA 92647-3533**

Contact/Phone: **714-375-4746**

Vendor No.:

NV Business ID: **NV20151493753**

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

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

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

Agency Reference #: 050

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/13/2015**

Anticipated BOE meeting date **10/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **09/30/2019**

Contract term: **3 years and 353 days**

4. Type of contract: **Contract**

Contract description: **Application Vendor**

5. Purpose of contract:

**This is a new contract to create a cloud based application for the Education Savings Account, pursuant to Senate Bill 302 of the 2015 Legislative Session.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$368,025.00**

Other basis for payment: \$164,625 implementation cost which will be amortized in a 4-year contract with \$82,313 due in the first year with the balance paid in three installment payments of \$27,438 annually. Contract services also include a monthly maintenance cost equal to \$5,650 per month or \$67,800 for three years.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**SB302 was passed in the 78th Legislative Session. The bill creates an Education Savings Account (ESA) Program which allows expanded school choice through State funded accounts. The Treasurer's office is responsible for the development and implementation of Nevada's new ESA program. As part of the implementation we need a firm to deploy a cloud based application for the State to manage accounts and participating entities, in addition to interfacing with the claims processor.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees do not have the expertise or knowledge to create the database application.**

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):

Public Consulting Group  
I2net

b. Solicitation Waiver: Not Applicable

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

Neal Weisman (I2net) has a complete and thorough understanding of the project as exhibited by its data flow. In addition, Neal is willing to host the service infrastructure in Nevada and dedicate it solely to this project.

d. Last bid date: Anticipated re-bid date: 06/01/2019

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 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	thudder	10/01/2015 14:27:08 PM
Division Approval	thagan	10/01/2015 14:48:20 PM
Department Approval	thagan	10/01/2015 14:48:22 PM
Contract Manager Approval	Pending	
DoIT Approval	Pending	
Budget Analyst Approval	Pending	
BOE Agenda Approval	Pending	
BOE Final Approval	Pending	

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

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

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

Date: July 19, 2017

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

From: Melanie Young, Executive Branch Budget Officer  
Budget Division

A handwritten signature in blue ink, appearing to read "Melanie Young".

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.

**NEVADA COMMISSION ON ETHICS**

Agenda Item Write-up:

Pursuant to NRS 353.268, subsection 1, the Nevada Commission on Ethics requests an allocation of \$14,470 from the Interim Finance Committee Contingency Account to fund expenditures through the end of the fiscal year.

Additional Information:

The City and County assessment is outlined in NRS 281A.270 which statutorily authorizes the amount certain cities and counties must pay of the Commission's administrative costs. The assessment is apportioned to certain cities and counties based on the total population. On or before July 1 of each odd-numbered year, the Executive Director in consultation with the Budget Division and Legislative Counsel Bureau shall determine the next biennium's amount of assessments due for each city and county.

The unspent funds at fiscal year-end revert back to the State General Fund and the Cities/Counties funds balance forward to the next fiscal year, the amounts are determined by a proportionate funding split. The funding from cities and counties assessment balance forward to a reserve account for the next fiscal year and credited back during the subsequent fiscal year. The Cities and Counties assessment is adjusted for the unspent funds from two years prior. For example, if the Commission had \$10,000 in unspent funds in FY16, 21% of those funds revert to the General Fund (\$2,100), and 79% of the funds attributable to the city/county contributions (\$7,900) will be set aside in a reserve account during FY 17 and later credited back to the locals against the assessments for FY 18. The purpose of the reserve account is to ensure that any




funds which may be legislatively approved and allocated to the Commission during the Interim derive from the appropriate proportionate share of the state funding and local governments.

However, due to an accounting error, the amount of reserves credited back to the local governments during FY15 (unspent funds from FY13), FY16 (unspent funds from FY14) and FY17 (unspent funds from FY15) were inaccurate. The local governments were credited back more money toward their FY15, FY16 and FY17 assessments than was available in the reserve accounts. Because the Commission has had significant unspent funds during FY15 and FY16 fiscal years, the error was not caught until this year where there was a noticeable shortfall in realized funding.

The Commission on Ethics seeks a loan from the IFC Contingency Fund, enough to address the FY17 funding shortfall and close the budget with adequate funding. The Department of Administration is preparing invoices to the Cities and Counties that address the corrected assessment with a payment deadline of August 21<sup>st</sup>. If sufficient funding is received prior to the Interim Finance Committee meeting on August 24, 2017 the Commission will withdraw its loan request. If sufficient funding is not received to repay the IFC Contingency fund before FY17 closing the IFC Contingency funds will be repaid in FY 18.

Statutory Authority:

NRS 353.268 (1)

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

Category	Desc	L01		Work Program		Work Program		C40207		Revised Authority	Actual	Budget Balance	Projection	Actual Plus Projections	Projected Budget Balance
		173,701	600,605	173,701	600,605	14,470	14,470	173,701.00	489,675.99						
00	0042 Appropriation	173,701	600,605	173,701	600,605	173,701	600,605	173,701.00	489,675.99	110,929.01	173,701.00	-	-	173,701.00	-
00	4103 COUNTY REIMBURSEMENTS	600,605	0	600,605	0	600,605	0	489,675.99	190.79	0.21	489,675.99	0.21	0.21	489,675.99	0.21
00	4203 PRIOR YEAR REFUNDS	0	0	191	0	191	0	190.79	-	-	190.79	-	-	190.79	-
00	4654 TRANSFER FROM INTERIM FINANCE	0	0	0	0	14,470	14,470	-	14,470.00	14,470.00	14,470.00	14,470.00	14,470.00	14,470.00	-
	<b>Total Rev</b>	<b>774,306</b>	<b>774,497</b>	<b>774,497</b>	<b>774,497</b>	<b>788,967</b>	<b>788,967</b>	<b>663,567.78</b>	<b>125,399.22</b>	<b>14,470.00</b>	<b>678,037.78</b>	<b>14,470.00</b>	<b>14,470.00</b>	<b>678,037.78</b>	<b>110,929.22</b>
01	PERS SERVICE	615,273	615,273	615,273	615,273	615,273	615,273	607,714.65	7,558.35	7,558.35	607,714.65	-	-	607,714.65	7,558.35
03	IN ST TRAV	23,712	20,712	20,712	20,712	7,496.79	7,496.79	7,496.79	13,215.21	13,215.21	7,595.85	99.06	99.06	7,595.85	13,116.15
04	OPERATING	53,157	53,157	53,157	53,157	49,532.46	49,532.46	49,532.46	3,624.54	3,624.54	53,134.12	3,601.66	3,601.66	53,134.12	22.88
11	CRT REP SVCS	31,255	16,405	16,405	16,405	5,935.50	5,935.50	5,935.50	10,469.50	10,469.50	9,695.50	3,760.00	3,760.00	9,695.50	6,709.50
15	INV/PARALEGL	2,947	2,947	2,947	2,947	2,946.28	2,946.28	2,946.28	0.72	0.72	2,946.28	-	-	2,946.28	0.72
26	INFO SERV	11,497	29,347	29,347	29,347	10,810.36	10,810.36	10,810.36	18,536.64	18,536.64	29,346.55	18,536.19	18,536.19	29,346.55	0.45
30	TRAINING	7,724	7,972	7,972	7,972	7,857.99	7,857.99	7,857.99	114.01	114.01	7,857.99	-	-	7,857.99	114.01
82	DPT CST ALLO	28,258	28,010	28,010	28,010	26,888.44	26,888.44	26,888.44	1,121.56	1,121.56	26,888.44	-	-	26,888.44	1,121.56
87	PURCH ASMINT	483	483	483	483	483.00	483.00	483.00	-	-	483.00	-	-	483.00	-
	<b>Total Exp</b>	<b>774,306</b>	<b>774,306</b>	<b>774,306</b>	<b>774,306</b>	<b>719,665.47</b>	<b>719,665.47</b>	<b>54,640.53</b>	<b>25,996.91</b>	<b>745,662.38</b>	<b>28,643.62</b>	<b>(11,526.91)</b>	<b>(11,526.91)</b>	<b>745,662.38</b>	<b>28,643.62</b>
	Operating Income	0	191	191	191	(56,097.69)	(56,097.69)	70,758.69	70,758.69	(67,624.60)	(67,624.60)	-	-	(67,624.60)	82,285.60
	Beg Net Assets	52,840	67,625	67,625	67,625	67,625.00	67,625.00	67,625.00	-	-	67,625.00	-	-	67,625.00	-
	End Net Assets	52,840	67,816	67,816	67,816	11,527.31	11,527.31	70,758.69	70,758.69	(11,526.91)	70,758.69	(11,526.91)	(11,526.91)	70,758.69	82,285.60
	Days Exp in Ending Rsv	0	32	32	32	0	0	0	0	0	0	0	0	0.40	-7

<b>Revenues</b>	GF Appropriations	County Reimbursements	Prior Year Refunds	TOTAL
RGLs:	2501	4103		
YTD Actual Total Receipts/Funding (Pre-SFY17 PBF):	173,701.00	489,675.99	190.79	663,567.78
RGL 2511 Other Balance Forward to SFYOld (Pre-SFY17 PBF):		67,625.00		67,625.00
RGL 2520 Federal Balance Forward to SFYOld (Pre-SFY17 PBF):				-
YTD Actual Total Receipts/Funding (Pre-SFY17 PBF):	173,701.00	557,300.99	190.79	731,192.78
<b>Federal Partial Balance Forward</b>				
WP#1				
WP#2				
WP#3				
Less Federal PBF to SFYNew:	-	-		-
<b>Other Partial Balance Forward</b>				
WP#1				
WP#2				
WP#3				
Less Other PBF to SFYNew:	-	-		-
YTD Total Receipts/Funding Actual YTD (Per DAWN):	173,701.00	557,300.99	190.79	731,192.78
Less Amount Already Reverted:				-
<b>Total Cash Receipts/Funding to Reconcile:</b>	<b>173,701.00</b>	<b>557,300.99</b>	<b>190.79</b>	<b>731,192.78</b>

<b>Expenditures</b>					
CAT	Category Description	0.21	0.79		
01	Personnel Services	127,580.01	479,943.85	190.79	607,714.65
02	Out-of-State Travel	-	-		-
03	In-State Travel	-	-		-
04	Operating	1,595.13	6,000.72		7,595.85
05	Equipment	11,158.17	41,975.95		53,134.12
11	Court/Reporting Svcs	2,036.06	7,659.45		9,695.50
15	Investigations/Paralegal Costs	-	-		-
26	Information Services	618.72	2,327.56		2,946.28
26	Information Services	6,162.78	23,183.77		29,346.55
30	Training	1,650.18	6,207.81		7,857.99
82	Department Cost Allocation	5,646.57	21,241.87		26,888.44
86	Reserve	-	-		-
87	Purchasing Assessment	-	-		-
87	Purchasing Assessment	101.43	381.57		483.00
88	State Cost Allocation	-	-		-
89	AG Cost Allocation	-	-		-
93	Reserve for Reversion	-	-		-
	<b>Total Obligations:</b>	<b>156,549.03</b>	<b>588,922.56</b>	<b>190.79</b>	<b>745,662.38</b>

<b>Unobligated Cash to Be Accounted For:</b>	<b>17,151.97</b>	<b>(31,621.57)</b>	<b>-</b>	<b>(14,469.60)</b>
--	------------------	--------------------	----------	--------------------

Reversion to General Fund	(17,151.97)			(17,151.97)
Reversion to Highway Fund				-
Reversion to Fund #3				-
Less Total Reversions:	(17,151.97)	-		(17,151.97)
Post-Reversion Balance to Reconcile:	-	(31,621.57)	-	(31,621.57)
Federal Balance Forward #1 (To This B/A)				-
Federal Balance Forward #2 (To Other B/A)				-
Less Federal Balance Forward:	-	-		-
Other Balance Forward #1 (To This B/A)		31,621.57	-	31,621.57
Other Balance Forward #2 (To Other B/A)				-
Less Other Balance Forward:	-	31,621.57	-	31,621.57
Remaining Balance to Reconcile (Should be \$0):	-	-		-

1343 - ETHICS COMMISSION  
 Governmental Cost Share Assessment Reconciliation

COUNTY	2014 LOCAL AMOUNT			2015 LOCAL AMOUNT			2016 LOCAL AMOUNT			2017 LOCAL AMOUNT			ACTUAL 2013 CREDIT FOR 2015 PAYMENT BASED ON 2013 PERCENTAGES	ACTUAL 2014 CREDIT FOR 2016 PAYMENT BASED ON 2014 PERCENTAGES	ACTUAL 2015 CREDIT FOR 2017 PAYMENT BASED ON 2015 PERCENTAGES	TOTAL ACTUAL DUE 2014-2017	2014 AMOUNT PAID	2015 AMOUNT PAID	2016 AMOUNT PAID	2017 AMOUNT PAID	AMOUNT DUE				
	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT										AMOUNT	AMOUNT	AMOUNT	AMOUNT
Boulder City	3,112.55	3,061.97	3,428.05	3,363.39	(80.87)	(307.24)	(337.75)	12,240.10	(3,112.54)	(2,973.11)	(3,037.19)	(2,718.39)	398.87												
Carson City	10,950.10	10,772.16	11,753.30	11,531.62	(297.53)	(1,080.88)	(1,188.24)	42,440.53	(10,950.10)	(10,465.41)	(10,378.28)	(9,262.48)	1,384.26												
Churchill County	4,984.74	4,903.73	5,448.14	5,345.38	(133.91)	(492.04)	(540.91)	19,515.13	(4,984.74)	(4,760.05)	(4,822.02)	(4,312.42)	635.72												
City of Elko	4,030.37	3,964.88	4,529.92	4,444.48	(98.49)	(397.84)	(437.35)	16,035.97	(4,030.38)	(3,866.76)	(4,023.82)	(3,609.28)	505.73												
Clark County	173,343.28	170,526.37	198,765.43	196,016.44	(4,642.80)	(17,110.66)	(18,810.11)	697,087.95	(173,343.28)	(165,980.77)	(166,598.50)	(159,095.31)	21,670.09												
Douglas County	9,483.40	9,329.29	10,590.21	10,380.47	(252.98)	(936.10)	(1,029.08)	37,575.21	(9,483.40)	(9,051.67)	(9,399.38)	(8,425.26)	1,215.50												
Elko County	6,194.87	6,094.20	7,039.74	6,906.96	(164.29)	(611.49)	(672.52)	24,787.76	(6,194.88)	(5,923.06)	(6,261.84)	(5,623.22)	784.76												
Fernley	3,719.29	3,658.85	4,162.63	4,084.11	(104.25)	(367.13)	(403.59)	14,749.91	(3,719.30)	(3,554.43)	(3,695.38)	(3,313.38)	467.22												
Henderson	52,704.52	51,848.04	61,092.67	59,940.38	(1,387.30)	(5,202.45)	(5,719.16)	213,276.70	(52,704.52)	(50,412.62)	(54,474.49)	(49,018.66)	6,666.41												
Humboldt County	3,433.50	3,377.70	3,795.34	3,723.75	(88.97)	(338.92)	(372.58)	13,529.82	(3,433.50)	(3,281.77)	(3,364.19)	(3,012.25)	438.11												
Las Vegas	116,363.68	114,472.71	132,836.77	130,331.29	(3,142.24)	(11,486.22)	(12,627.05)	466,748.94	(116,363.68)	(111,311.88)	(118,224.84)	(106,217.77)	14,630.77												
Lyon County	6,599.57	6,492.32	7,468.24	7,327.38	(175.54)	(651.44)	(716.14)	26,344.39	(6,599.56)	(6,299.48)	(6,539.52)	(5,959.78)	846.05												
Mesquite	3,313.81	3,259.96	3,978.98	3,903.93	(82.23)	(327.10)	(359.59)	13,687.76	(3,313.80)	(3,154.76)	(3,562.86)	(3,217.23)	439.11												
N. Las Vegas	43,848.80	43,136.24	50,135.17	49,189.55	(1,167.86)	(4,328.30)	(4,758.19)	176,055.41	(43,848.80)	(41,993.06)	(44,629.01)	(40,102.96)	5,481.58												
Nye County	8,748.07	8,605.91	9,916.85	9,729.80	(236.55)	(863.52)	(949.29)	34,951.27	(8,748.08)	(8,353.65)	(8,818.33)	(8,196.98)	1,114.23												
Reno	45,399.25	44,661.49	51,237.04	50,270.64	(1,212.32)	(4,481.34)	(4,926.44)	180,948.32	(45,399.24)	(43,473.83)	(45,536.38)	(40,862.78)	5,676.11												
Sports	17,818.09	17,528.53	20,078.55	19,689.84	(485.87)	(1,758.82)	(1,933.51)	70,946.81	(17,818.08)	(17,040.27)	(17,841.12)	(16,007.48)	2,239.86												
Washoe County	21,258.10	20,912.65	23,690.24	23,243.41	(570.81)	(2,098.38)	(2,306.79)	84,128.42	(21,258.10)	(20,331.43)	(21,020.84)	(18,838.20)	2,679.85												
White Pine County	0.00	0.00	2,203.74	2,182.18	(53.33)	0.00	0.00	4,312.59	0.00	0.00	0.00	(2,162.18)	(53.33)												
TOTAL	535,305.99	526,607.00	612,151.01	600,605.00	(14,378.14)	(52,839.87)	(58,088.00)	2,149,362.99	(535,305.98)	(512,228.01)	(544,932.11)	(489,675.99)	67,220.90												

COUNTY	FY 14 PAYMENTS			FY 15 PAYMENTS			FY 16 PAYMENTS			FY 17 PAYMENTS		
	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
Boulder City	1,556.27	1,556.27	3,112.54	1,442.13	1,530.98	2,973.11	1,714.02	1,323.17	3,037.19	1,681.69	1,036.70	2,718.39
Carson City	5,475.05	5,475.05	10,950.10	5,079.33	5,386.08	10,465.41	5,876.65	4,501.63	10,378.28	5,765.81	3,496.67	9,262.48
Churchill County	2,492.37	2,492.37	4,984.74	2,308.18	2,451.87	4,760.05	2,724.07	2,098.13	4,822.20	2,672.69	1,639.73	4,312.42
City of Elko	2,015.19	2,015.19	4,030.38	1,884.32	1,982.44	3,866.76	2,264.96	1,758.86	4,023.82	2,222.24	1,387.04	3,609.28
Clark County	86,671.64	86,671.64	173,343.28	80,717.59	85,263.18	165,980.77	99,382.71	77,615.79	176,998.50	97,508.22	61,587.09	159,095.31
Douglas County	4,741.70	4,741.70	9,483.40	4,387.02	4,664.65	9,051.67	5,295.11	4,104.27	9,399.38	5,195.23	3,230.03	8,425.26
Elko County	3,097.44	3,097.44	6,194.88	2,875.96	3,047.10	5,923.06	3,519.87	2,741.97	6,261.84	3,453.48	2,169.74	5,623.22
Fernley	1,859.65	1,859.65	3,719.30	1,725.00	1,829.43	3,554.43	2,081.31	1,614.27	3,695.58	2,042.06	1,271.32	3,313.38
Henderson	26,352.26	26,352.26	52,704.52	24,488.60	25,924.02	50,412.62	30,546.33	23,928.16	54,474.49	29,970.19	19,048.47	49,018.66
Humboldt County	1,716.75	1,716.75	3,433.50	1,592.92	1,688.85	3,281.77	1,897.67	1,466.52	3,364.19	1,861.88	1,150.37	3,012.25
Las Vegas	58,181.84	58,181.84	116,363.68	54,075.52	57,236.36	111,311.88	66,418.38	51,806.46	118,224.84	65,165.64	41,052.13	106,217.77
Lyon County	3,299.78	3,299.78	6,599.56	3,053.32	3,246.16	6,299.48	3,734.12	2,905.40	6,639.52	3,663.69	2,296.09	5,959.78
Mesquite	1,656.90	1,656.90	3,313.80	1,524.78	1,629.98	3,154.76	1,989.49	1,573.37	3,562.86	1,951.97	1,265.26	3,217.23
N. Las Vegas	21,964.40	21,964.40	43,848.80	20,424.94	21,568.12	41,993.06	25,067.58	19,561.91	44,629.01	24,594.77	15,508.19	40,102.96
Nye County	4,374.04	4,374.04	8,748.08	4,050.69	4,302.96	8,353.65	4,958.42	3,853.91	8,818.33	4,864.90	3,052.08	7,916.98
Reno	22,699.62	22,699.62	45,399.24	21,143.09	22,330.74	43,473.83	25,618.52	19,917.86	45,536.38	25,135.32	15,727.44	40,862.78
Sports	8,909.04	8,909.04	17,818.08	8,276.00	8,764.27	17,040.27	10,039.28	7,801.84	17,841.12	9,849.92	6,157.56	16,007.48
Washoe County	10,629.05	10,629.05	21,258.10	9,875.11	10,456.32	20,331.43	11,845.12	9,175.72	21,020.84	11,621.71	7,216.49	18,838.20
White Pine County							1,101.87	1,101.87	2,203.74	1,081.09	1,081.09	2,162.18
TOTAL	535,305.98	526,607.00	612,151.01	600,605.00	(14,378.14)	(52,839.87)	(58,088.00)	2,149,362.99	(535,305.98)	(512,228.01)	(544,932.11)	(489,675.99)

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director


STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE

*Budget Division*

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

Date: July 19, 2017

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

From: Susan Brown, 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.

**DEPARTMENT OF EDUCATION – SPECIAL EDUCATION CONTINGENCY**

Agenda Item Write-up:

Pursuant to NRS 353.268, subsection 1, the Nevada Department of Education requests an allocation of \$211,749 from the Interim Finance Committee Contingency Fund to replenish the Special Education Contingency Account.

Additional Information:

The Department allocated an amount up to \$211,749 from the Special Education Contingency Account in fiscal year 2017. This account was funded at \$5,000,000 in fiscal year 2017, of that funding \$3,000,000 is required to balance forward to the Distributive School Account and be distributed to public schools for special education purposes. The remaining funds in the account balance forward and a balance of \$1,999,900 is legislatively approved for the account. This request will replenish the account to balance forward funds to maintain the balance in the contingency account.

Statutory Authority:

NRS 353.268 (1)

REVIEWED: 

ACTION ITEM: \_\_\_\_\_

**BRIAN SANDOVAL**  
*Governor*

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

STATE OF NEVADA



**DEPARTMENT OF EDUCATION**  
700 E. Fifth Street  
Carson City, Nevada 89701-5096  
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9890 S. Maryland Parkway, Suite 221  
Las Vegas, Nevada 89183  
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[www.doe.nv.gov/Educator\\_Licensure](http://www.doe.nv.gov/Educator_Licensure)

July 24, 2017

TO: Jim R. Wells, Clerk of the Board of Examiners  
State of Nevada Board of Examiners

FROM: Roger Rahming, Deputy Superintendent  
Department of Education

SUBJECT: Special Education Contingency Account

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The Department of Education asks approval from the Board of Examiners to request funds up to a maximum of \$211,748.51 from the Interim Finance Committee Contingency Account to replenish the Contingency Account for Special Education to the amount reflected in the legislatively approved budget of \$1,999,900.

During the 2017 Session, the Legislature approved a change to the special education contingency funding from \$5.0 million in FY 2017, balancing forward \$3.0 million into the Distributive School Account (BA 2610), and \$1,999,900 to the new Contingency Account for Special Education (BA 2619).

A portion of the current funding will be needed to reimburse school districts for extra-ordinary special education expenditures, estimated as follows:

Douglas County School District	\$122,458.70
Churchill County School District	\$ 55,230.00
Washoe County School District	<u>\$ 34,059.81</u>
	\$211,748.51

Please contact me if you have any questions.

A large, stylized handwritten signature in black ink, likely belonging to Roger Rahming, the Deputy Superintendent mentioned in the letter.

# State of Nevada Work Program

WP Number: C40389

FY 2017

Add Original Work Program

XXX Modify Work Program

BUDGET DIVISION USE ONLY

DATE \_\_\_\_\_

APPROVED ON BEHALF OF  
THE GOVERNOR BY \_\_\_\_\_

DATE	FUND	AGENCY	BUDGET	DEPT/DIV/BUDGET NAME
07/27/17	101	300	2615	NDE - SCHOOL REMEDIATION TRUST FUND

### Funds Available

Budgetary GLs (2501 - 2599)	Description	WP Amount	Revenue GLs (3000 - 4999)	Description	WP Amount	Current Authority	Revised Authority
			4654	TRANSFER FROM INTERIM FINANCE	211,749	0	211,749
<b>Subtotal Budgetary General Ledgers</b>		<b>0</b>	<b>Subtotal Revenue General Ledgers(RB)</b>		<b>211,749</b>		<b>211,749</b>
<b>Total Budgetary &amp; Revenue GLs</b>					<b>211,749</b>		

### Expenditures

CAT	Amount	CAT	Amount
20	211,749		
<b>Sub Total Category Expenditures</b>			<b>211,749</b>

**Remarks**

The purpose of this work program is to request funds up to a maximum of \$211,748.51 from the Interim Finance Committee Contingency Account to replenish the Contingency Account for Special Education to the amount reflected in the legislatively approved budget of \$1,999,900.

**Total Budgetary General Ledgers and Category Expenditures (AP)** **211,749**

amccalla  
Authorized Signature

07/27/17  
Date

\_\_\_\_\_  
Controller's Office Approval

Does not require Interim Finance approval since IFC Contingency Fund Request

**State of Nevada  
Work Program Packet Checklist**

- ✓ Work program form
- ✓ Work program packet checklist
- ✓ Cumulative modification worksheet
- ✓ Cover Page detailing the reasons for the revision, benefits to the division, department and state and consequences if not approved
- ✓ Financial/Budget Status Reports (current)
- Budget projections with corresponding detail
- ✓ Fund map reflecting amounts before and after the revision
- NPD 19 (If requesting new position) **include copy of current organizational chart w/proposed change**
- Quotes for the purchase of unbudgeted items (i.e., equipment, computers, etc.)
- Spreadsheets/detailed calculations supporting request

**WORK PROGRAM REVISIONS INVOLVING GRANTS MUST ALSO INCLUDE**

- Grant history/reconciliation form for grants
- Copies of all grant awards for the current year listed on the grant reconciliation form
- Copy of grant budget - if applicable
- Summary of the grant program and purpose if not included in the grant award document

**IFC determination evaluation (reason work program does or does not require IFC approval indicated with an X)**

**Requires IFC approval because**

- |   |  |
|---|--|
| <input type="checkbox"/> \$75,000 or more cumulative for an expenditure category  | <input type="checkbox"/> Exceeds \$30,000 cumulative and is 10% or more cumulative for an expenditure category |
| <input type="checkbox"/> Involves the allocation of block grant funds and the agency is choosing to use the IFC meeting for the required public hearing per NRS 353.337 | <input type="checkbox"/> Non-governmental grant or gift in excess of \$20,000                                  |
| <input type="checkbox"/> Includes new positions   | <input type="checkbox"/> Other:  |

**Does not require IFC approval because**

- |  |  |
|--|--|
| <input type="checkbox"/> \$30,000 or less cumulative for each expenditure category   | <input type="checkbox"/> Places funds in Reserves, Reserve for Reversion, or Retained Earnings categories only |
| <input type="checkbox"/> Less than \$75,000 cumulative and 10% cumulative for each expenditure category  | <input type="checkbox"/> Non-executive budget  |
| <input type="checkbox"/> \$5,000 or less for expenditure categories 02, 03, 05, & 30 and \$10,000 or less for any other expenditure categories | ✓ Other: IFC Contingency Fund Request  |
- 
- Implements general/highway fund salary adjustments approved by the BOE

Approved by:  
Date:



STATE OF NEVADA  
NDE - DEPARTMENT OF EDUCATION

**Budget Account 2615 - NDE - SCHOOL REMEDIATION TRUST FUND**  
**Work Program C40389**  
**Fiscal Year 2017**

Submitted July 27, 2017

**Budget Account's Primary Purpose, Function and Statutory Authority**

NRS 385.357, passed by the 19th (2003) Special Session of the Nevada State Legislature, requires all public schools in Nevada to develop plans to improve the achievement of students. The plans are to identify problem areas that need to be addressed as well as strategies to be used to help students be successful. Statutory Authority: NRS 387.031 and 385.357.

**Purpose of Work Program**

The purpose of this work program is to request funds up to a maximum of \$211,748.51 from the Interim Finance Committee Contingency Account to replenish the Contingency Account for Special Education to the amount reflected in the legislatively approved budget of \$1,999,900.

**Justification**

This work program is to request funds up to a maximum of \$211,748.51 from the Interim Finance Committee Contingency Account to replenish the Contingency Account for Special Education to the amount reflected in the legislatively approved budget of \$1,999,900.

**Expected Benefits to be Realized**

This work program will allow the Department of Education to reimburse districts from the Contingency Account for Special Education.

**Explanation of Projections and Documentation**

Attached documentation includes: budget status report, fund map, copy of the requests from 3 districts, and Special Education Contingency Account letter

**New Positions:** No

**Summary of Alternatives and Why Current Proposal is Preferred**

This is the preferred alternative so that the legislatively approved amount of \$1,999,900.00 rolls forward to 2619 in State Fiscal Year 18.

**STATE OF NEVADA WORK PROGRAM  
DEPARTMENT OF EDUCATION  
NDE - DEPARTMENT OF EDUCATION  
NDE - SCHOOL REMEDIATION TRUST FUND  
B/A 2615 SFY17**

G.L.#	REVENUES Description	Original or Legislatively Approved Work Program	APPROVED	PENDING	---CUMULATIVE---		Total Amount
			FIRST	SECOND	Dollar Change	Percent Change	
			Work Program Change WP # C37516	Work Program Change WP # C40389			
2501	APPROPRIATION CONTROL	187,331,674			0	0.0%	187,331,674
2511	BALANCE FORWARD FROM PREVIOUS YEAR	0	8,864,705		8,864,705	100.0%	8,864,705
4326	TREASURER'S INTEREST DISTRIB	56,018			0	0.0%	56,018
4654	TRANSFER FROM INTERIM FINANCE	0		211,749	211,749	100.0%	211,749
<b>Total Revenues</b>		<b>187,387,692</b>	<b>8,864,705</b>	<b>211,749</b>	<b>9,076,454</b>	<b>4.8%</b>	<b>196,464,146</b>
EXPENDITURES							
Cat	Description						
12	NEW TEACHER INCENTIVES	10,000,000	381,793		381,793	3.8%	10,381,793
15	ENGLISH LANGUAGE LEARNERS - ZOOM SCHOOLS	46,336,180	2,041,929		2,041,929	4.4%	48,378,109
16	ENGLISH LANGUAGE LEARNERS - ZOOM SCHOOLS RURALS	3,613,820	1,710,770		1,710,770	47.3%	5,324,590
17	VICTORY SCHOOLS	25,000,000	2,561,039		2,561,039	10.2%	27,561,039
20	SPECIAL EDUCATION CONTINGENCY FUND	5,000,000		211,749	211,749	4.2%	5,211,749
34	FULL DAY KINDERGARTEN	96,437,692	1,931,606		1,931,606	2.0%	98,369,298
35	FULL DAY KINDERGARTEN PORTABLE CLASSROOMS	1,000,000	70,068		70,068	7.0%	1,070,068
86	RESERVE	0	167,500		167,500	100.0%	167,500
<b>Total Expenditures</b>		<b>187,387,692</b>	<b>8,864,705</b>	<b>211,749</b>	<b>9,076,454</b>	<b>4.8%</b>	<b>196,464,146</b>

[Main Menu](#) > [Budget Status Report Input](#) > Summary Budget Status Report

REPORT DATE AS OF: 07/26/2017

PROC ID: BSR\_GEN\_BBLs\_REPORT

**STATE OF NEVADA  
Office of the State Controller**

**Summary Budget Status Report**

Fiscal Year: 2017

Fund: 101 GENERAL FUND

Agency: 300 DEPARTMENT OF EDUCATION

Budget Account: 2615 SCHOOL REMEDIATION TRUST FUND

Organization: 0000 DEPARTMENT OF EDUCATION

	YTD Actual	Work Program	Difference
<b>Total Receipts/Funding</b>	197,057,456.35	196,252,397.00	805,059.35
<b>Total Expenditures</b>	139,272,738.09		
<b>Total Encumbrances</b>	.00		
<b>Total Pre-encumbrances</b>	.00		
<b>Total Obligations</b>	139,272,738.09	196,252,397.00	56,979,658.91
<b>Realized Funding Available</b>	57,784,718.26		

[Get Information About Receipts/Funding](#)

[Get Information About Obligations](#)

[Main Menu](#) > [Budget Status Report Input](#) > [Budget Account List](#) > [Summary Budget Status Report](#) > Receipts/Funding

REPORT DATE AS OF: 07/26/2017

PROC ID: BSR\_REC\_FUND\_SUM

**STATE OF NEVADA**  
**Office of the State Controller**

**Budget Status Report - Receipts/Funding**

Fiscal Year: 2017

Fund: 101 GENERAL FUND

Agency: 300 DEPARTMENT OF EDUCATION

Budget Account: 2615 SCHOOL REMEDIATION TRUST FUND

Organization: 0000 DEPARTMENT OF EDUCATION

	YTD Actual	Work Program	Difference
<b>Total Receipts/Funding</b>	197,057,456.35	196,252,397.00	805,059.35

Code	Description	YTD Actual	Work Program	Difference
<u>42</u>	APPROPRIATIONS	187,331,674.00	187,331,674.00	.00
<u>47</u>	BEGINNING CASH	8,864,705.00	8,864,705.00	.00
<u>4326</u>	TREASURER'S INTEREST DISTRIB	861,077.35	56,018.00	805,059.35

[Return to Selection Screen](#)   [Download the Report](#)

[Main Menu](#) > [Budget Status Report Input](#) > [Budget Account List](#) > [Summary Budget Status Report](#) > Obligations

REPORT DATE AS OF: 07/26/2017

PROC ID: BSR\_GEN\_BCLS\_REPORT

**STATE OF NEVADA  
Office of the State Controller**

**Budget Status Report - Obligations**

Fiscal Year: 2017

Fund: 101 GENERAL FUND

Agency: 300 DEPARTMENT OF EDUCATION

Budget Account: 2615 SCHOOL REMEDIATION TRUST FUND

Organization: 0000 DEPARTMENT OF EDUCATION

	YTD Actual	Work Program	Difference
<b>Total Expenditures</b>	139,272,738.09		
<b>Total Encumbrances</b>	.00		
<b>Total Pre-encumbrances</b>	.00		
<b>Total Obligations</b>	139,272,738.09	196,252,397.00	56,979,658.91

Category	Description	Expended	Encumbered	Pre-encumbered	Obligated	Work Program	Difference
<u>12</u>	NEW TEACHER INCENTIVES	7,464,086.94	.00	.00	7,464,086.94	10,381,793.00	2,917,706.06
<u>15</u>	SB 504 ZOOM SCHOOLS	30,484,322.49	.00	.00	30,484,322.49	48,378,109.00	17,893,786.51
<u>16</u>	SB 504 ELL PROGRAMS	2,508,269.86	.00	.00	2,508,269.86	5,324,590.00	2,816,320.14
<u>17</u>	VICTORY SCHOOLS	18,906,010.24	.00	.00	18,906,010.24	27,561,039.00	8,655,028.76
<u>20</u>	SPECIAL EDUCATION CONTINGENCY	.00	.00	.00	.00	5,000,000.00	5,000,000.00
<u>34</u>	FULL DAY KINDERGARTEN	78,910,510.52	.00	.00	78,910,510.52	98,369,298.00	19,458,787.48
<u>35</u>	FULL DAY KINDER PORTABLES	999,538.04	.00	.00	999,538.04	1,070,068.00	70,529.96
<u>86</u>	RESERVE	.00	.00	.00	.00	167,500.00	167,500.00

[Return to Selection Screen](#)   [Download the Report](#)

Budget Account Line Item Data by Decision Unit

Date: 8/30/16 11:17 AM

Budget Period: 2015-2017 Biennium (FY16-17)

Budget Account: 2615 NDE - SCHOOL REMEDIATION TRUST FUND

Version: L01 LEGISLATIVELY APPROVED

Catg	GL	Description	2501 APPROPRIATION CONTROL	2511 BALANCE FORWARD FROM PREVIOUS YEAR	2512 BALANCE FORWARD TO NEW YEAR	4326 TREASURER'S INTEREST DISTRIB	TOTAL AUTH	WP C37516	WP C.40389	REVISED AUTH
00	2501	APPROPRIATION CONTROL	\$ 187,331,674.00				\$ 187,331,674.00	\$ 8,864,705.00	\$ 211,749.00	\$ 187,543,423.00
00	2511	BALANCE FORWARD FROM PREVIOUS YEAR								\$ 8,864,705.00
00	2512	BALANCE FORWARD TO NEW YEAR								
00	4326	TREASURER'S INTEREST DISTRIB				\$ 56,018.00	\$ 56,018.00			
		<b>Sub Total CAT 00: REVENUE</b>	\$ 187,331,674.00	\$ -	\$ -	\$ 56,018.00	\$ 187,387,692.00	\$ 8,864,705.00	\$ 211,749.00	\$ 196,464,145.00
11		REGIONAL PROF. DEV. PROG.	\$ -				\$ -			\$ -
12		NEW TEACHER INCENTIVES	\$ 10,000,000.00				\$ 10,000,000.00	\$ 381,793.00		\$ 10,381,793.00
15		ENG LANGUAGE LRNRS - ZOOM SCHOOLS	\$ 46,280,162.00				\$ 46,336,180.00	\$ 2,041,929.00		\$ 48,378,109.00
16		ENG LANG LRNRS - ZOOM SCHOOLS RURALS	\$ 3,613,820.00		\$ 56,018.00		\$ 3,613,820.00	\$ 1,710,770.00		\$ 5,324,590.00
17		VICTORY SCHOOLS	\$ 25,000,000.00				\$ 25,000,000.00	\$ 2,561,039.00		\$ 27,561,039.00
20		SPECIAL EDUCATION CONTINGENCY FUND	\$ 5,000,000.00				\$ 5,000,000.00		\$ 211,749.00	\$ 5,211,749.00
34		FULL DAY KINDERGARTEN	\$ 96,437,692.00				\$ 96,437,692.00	\$ 1,931,606.00		\$ 98,369,298.00
35		FULL DAY KINDERGARTEN PORTABLE CLASSROOMS	\$ 1,000,000.00				\$ 1,000,000.00	\$ 70,068.00		\$ 1,070,068.00
36		KINDERGARTEN CLASS SIZE REDUCTION								
37		KINDERGARTEN CSR PORTABLES								
86		RESERVE FOR REVERSION TO GENERAL FUND	\$ 187,331,674.00	\$ -	\$ -	\$ 56,018.00	\$ 187,387,692.00	\$ 167,500.00	\$ 211,749.00	\$ 187,500.00
		<b>Sub Total</b>	\$ 187,331,674.00	\$ -	\$ -	\$ 56,018.00	\$ 187,387,692.00	\$ 8,864,705.00	\$ 211,749.00	\$ 196,464,145.00

**BRIAN SANDOVAL**  
*Governor*

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

**STATE OF NEVADA**



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

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

July 24, 2017

**TO:** Jim R. Wells, Clerk of the Board of Examiners  
State of Nevada Board of Examiners

**FROM:** Roger Rahming, Deputy Superintendent  
Department of Education

**SUBJECT:** Special Education Contingency Account

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The Department of Education asks approval from the Board of Examiners to request funds up to a maximum of \$211,748.51 from the Interim Finance Committee Contingency Account to replenish the Contingency Account for Special Education to the amount reflected in the legislatively approved budget of \$1,999,900.

During the 2017 Session, the Legislature approved a change to the special education contingency funding from \$5.0 million in FY 2017, balancing forward \$3.0 million into the Distributive School Account (BA 2610), and \$1,999,900 to the new Contingency Account for Special Education (BA 2619).

A portion of the current funding will be needed to reimburse school districts for extra-ordinary special education expenditures, estimated as follows:

Douglas County School District	\$122,458.70
Churchill County School District	\$ 55,230.00
Washoe County School District	<u>\$ 34,059.81</u>
	\$211,748.51

Please contact me if you have any questions.

A large, stylized handwritten signature in black ink, likely belonging to Roger Rahming, the Deputy Superintendent mentioned in the letter.

BRIAN SANDOVAL  
Governor

STATE OF NEVADA

SOUTHERN NEVADA OFFICE  
9890 S. Maryland Parkway, Suite 221  
Las Vegas, Nevada 89183-7168  
(702) 486-6458  
Fax: (702) 486-6450  
[http://www.doe.nv.gov/educator\\_licensure](http://www.doe.nv.gov/educator_licensure)

STEVE CANAVERO, Ph.D.  
Superintendent of Public Instruction



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Carson City, Nevada 89701-5096  
(775) 687-9200 · Fax: (775) 687-9101  
[www.doe.nv.gov](http://www.doe.nv.gov)

July 5, 2017

Mr. Derild Parsons, Director  
Special Services  
Churchill County School District  
690 W. Maine St.  
Fallon, NV 89406

Dear Mr. Parsons:

I am writing to inform you that the Contingency Account for Special Education (CASE) application that your district submitted on February 22, 2017, has been approved for the 2016-2017 school year. The following represents the total funding approved:

STUDENT	AMOUNT REQUESTED	AMOUNT APPROVED
[REDACTED]	\$55,230.00	\$55,230.00

Please invoice the Department for expenditures outlined in the CASE application, along with supporting documentation, i.e. general ledgers, etc. Reimbursement will be paid on the actual amount invoiced, not to exceed \$55,230.00. Please submit this invoice and documentation to Kim Boles, Office of Special Education, 700 E. Fifth Street, Ste. 106, Carson City, NV 89701 no later than July 28, 2017.

Thank you for your dedication to the students in Nevada. Please feel free to contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Canavero".

Dr. Steve Canavero, Superintendent of Public Instruction

SC/kb  
c: Will Jensen



BRIAN SANDOVAL  
Governor

STATE OF NEVADA



STEVE CANAVERO, Ph.D.  
Superintendent of Public Instruction

SOUTHERN NEVADA OFFICE  
9890 S. Maryland Parkway, Suite 221  
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DEPARTMENT OF EDUCATION  
700 E. Fifth Street  
Carson City, Nevada 89701-5096  
(775) 687-9200 · Fax: (775) 687-9101  
[www.doc.nv.gov](http://www.doc.nv.gov)

July 5, 2017

Ms. Jacque Matteoni, Director  
Special Services  
Douglas County School District  
1638 Mono Ave.  
Minden, NV 89423

Dear Ms. Matteoni:

I am writing to inform you that the Contingency Account for Special Education (CASE) application that your district submitted on February 22, 2017 has been approved for the 2016-2017 school year. The following represents the total funding approved:

STUDENT	AMOUNT REQUESTED	AMOUNT APPROVED
[REDACTED]	\$122,458.70	\$122,458.70

Please invoice the Department for expenditures outlined in the CASE application, along with supporting documentation, i.e. general ledgers, etc. Reimbursement will be paid on the actual amount invoiced, not to exceed \$122,458.70. Please submit this invoice and documentation to Kim Boles, Office of Special Education, 700 E. Fifth Street, Ste. 106, Carson City, NV 89701 no later than July 28, 2017.

Thank you for your dedication to the students in Nevada. Please feel free to contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Canavero".

Dr. Steve Canavero, Superintendent of Public Instruction

SC/kb  
c: Will Jensen

BRIAN SANDOVAL  
Governor  
STEVE CANAVERO, Ph.D.  
Superintendent of Public Instruction

STATE OF NEVADA



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Vegas, Nevada 89183  
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Fax: (702) 486-6450  
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DEPARTMENT OF EDUCATION  
Northern Nevada Office  
700 E. Fifth Street  
Carson City, Nevada 89701-5096  
(775) 687 - 9200 · Fax:  
(775) 687 - 9101  
www.doe.nv.gov

July 25, 2017

Ms. Lauren Ohlin, Director of Grants  
Washoe County School District  
PO Box 30425  
Reno, NV 89520

Dear Ms. Ohlin:

I am writing to inform you that one Contingency Account for Special Education (CASE) application out of the 20 applications that your district submitted on June 27, 2017, has been approved for the 2016 - 2017 school year, as only this one application met the extraordinary program expenses criteria within the narrow expectations of the CASE program. The following represents the total funding approved:

STUDENT	AMOUNT REQUESTED	AMOUNT APPROVED
Child H	\$34,059.81	\$34,059.81

Please invoice the Department for expenditures outlined in the CASE application, along with supporting documentation, i.e. general ledgers, etc. Reimbursement will be paid on the actual amount invoiced, not to exceed \$34,059.81. Please submit this invoice and documentation to Kim Boles, Office of Special Education, 700 E. Fifth Street, Ste. 106, Carson City, NV 89701 no later than July 28, 2017.

Thank you for your dedication to the students in Nevada. Please feel free to contact me with any questions or concerns.

Sincerely,

Handwritten signature of Steve Canavero in black ink.

STEVE CANAVERO, Ph.D.  
Superintendent of Public Instruction

SC/kb  
c: Will Jensen



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

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

Date: June 20, 2017

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

From: Debi Reynolds, Executive Branch Budget Officer  
Budget Division *JOR*

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT HEALTH AND HUMAN SERVICES –  
DIVISION OF CHILD AND FAMILY SERVICES –  
PROVIDER AGREEMENT FORM**

Agenda Item Write-up:

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

- Medication Management, Psychiatric and Psychological Evaluations (Youth Parole Services)
- Medication Management, Psychiatric and Psychological Evaluations (Juvenile Justice Facilities)

Additional Information:

This provider agreement will be used to enlist the services of psychiatric and psychological providers for the purpose of medication management, psychiatric evaluation and psychological evaluation. A provider agreement was initially approved for youth at Youth Parole Services. It was then amended by the Board of Examiners on May 14, 2013 to include youth at Caliente Youth Center. To more appropriately address the different needs of the youth, the agreement is now being amended into two separate provider agreements: one for youth at Youth Parole Services and one for youth at the Juvenile Justice Facilities.

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

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

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

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

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

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

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





DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF CHILD AND FAMILY SERVICES  
4126 Technology Way - 3<sup>rd</sup> Floor  
Carson City, Nevada 89706  
(775) 684-4400

RECEIVED

JUN 14 2017

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

**TO:** James Wells, Director, Governor's Finance Office  
**THROUGH:** Richard Whitley, Director, Department of Health and Human Services  
**THROUGH:** Sharon Benson, Senior Deputy Attorney General, Attorney General's Office  
**FROM:** Kelly Wooldridge, Administrator, Division of Child and Family Services  
**DATE:** May 16, 2017  
**SUBJECT:** Requested Action Item for July 2017 BOE Meeting

The Division of Child and Family Services (DCFS) requests approval of the enclosed Provider Agreement Contracts for Services of Independent Contractor. These contracts would be used to enlist the services of psychiatric and psychological providers for the purpose of medication management, psychiatric evaluation, and psychological evaluation. This agreement originally served ONLY youth located at the Nevada Youth Parole Board offices. It was modified to also see youth at Caliente Youth Center. However, the changes created more confusion than efficiency. These new agreements emphasize the different needs for both Juvenile Justice as well as Youth Parole separately. These services are necessary for the continued overall health of the youth.

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

- Provider Agreement Nevada (NV) Juvenile Justice (JJ) Medication Management, Psychiatric and Psychological Evaluations
- Provider Agreement Medication Management, Psychiatric and Psychological Evaluations Youth Parole

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

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

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

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

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

And

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

WHEREAS, NRS 333.700 authorizes 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, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada; NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

- 1. **REQUIRED APPROVAL.** This Provider Agreement Contract ("Contract") shall not become effective until and unless approved by the Nevada State Board of Examiners.
- 2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" means the period beginning July 1st and ending June 30th of the following year. "Current State Employee" means a person who is an employee of an agency of the State. "Former State Employee" means a person who was an employee of any agency of the State at any time within the preceding 24 months.
- 3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval (anticipated to be Date).

Effective from:	Date	To:	Date
-----------------	------	-----	------

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

- ATTACHMENT AA: SCOPE OF WORK: MEDICATION MANAGEMENT, PSYCHIATRIC AND PSYCHOLOGICAL EVALUATIONS
- ATTACHMENT BB: INSURANCE SCHEDULE;
- ATTACHMENT CC: BUSINESS ASSOCIATE ADDENDUM;

-  
Revised 10/2011 BOE (CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR)  
Revised 05/2013 BOE (PROVIDER AGREEMENT CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR)  
Revised 08/2017 BOE (PROVIDER AGREEMENT CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR)

ATTACHMENT DD: FISCAL PROCEDURES; and  
ATTACHMENT EE: ADDITIONAL INFORMATION

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

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

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

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

9. **INSPECTION & AUDIT.**

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

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

10. **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.

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.

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Revised 08/2017 BOE (PROVIDER AGREEMENT CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR)

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 21, State Ownership of Proprietary Information*.

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. 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

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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.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. 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 tort liability shall not be limited.

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

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

15. **INDEPENDENT CONTRACTOR.** 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.

16. **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 along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

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.

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 in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by 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. 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 16A, Insurance Coverage*.

**Mail all required insurance documents to the State Contracting Agency Identified on Page one of the Contract.**

- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, 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.

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

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

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

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

21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any 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.

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

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

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

- A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to 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.)

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

- a. Any federal, state, county or local agency, legislature, commission, 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.

26. **WARRANTIES.** 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.

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

28. **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.

29. **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.

30. **GOVERNING LAW; JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-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.

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator Division of Child and Family Services  
Title

\_\_\_\_\_  
Signature - Board of Examiners

PRE-APPROVED BY BOARD OF EXAMINERS

On \_\_\_\_\_  
(Date)

Approved as to form by

Shan Rida  
Deputy Attorney General for Attorney General

On 6/21/17  
(Date)

## ATTACHMENT AA

### SCOPE OF WORK: MEDICATION MANAGEMENT, PSYCHIATRIC AND PSYCHOLOGICAL EVALUATIONS

#### PURPOSE

- The purpose of this Provider Agreement is to provide medication management, psychiatric evaluation and psychological evaluation services to youth committed to Nevada's Youth Parole Services.
- Medication management and psychiatric evaluations will be provided by Psychiatrists. Psychological evaluations will be provided by Psychologists.
- The overall goal of medication management, psychiatric evaluations, and psychological evaluations are to determine diagnostic criteria to aid in identifying services necessary in order for the youth to succeed in parole programming. Program success allows for the youth to be safely released from Youth Parole Services and into the care of a parent or guardian, or into society as an adult. (Program success may be dependent upon other requirements not specific to this Provider Agreement.)
- Medication Management, Psychiatric and Psychological Evaluations will be provided upon referral by the Division of Child and Family Services (DCFS) to various providers based on youth need and circumstance and based upon the sole discretion of DCFS for such referrals. DCFS does not guarantee Provider will receive any referrals.

#### ASSUMPTIONS

- All services are specific to the psychiatric, psychological and/or medication management services of youth.
- All youth served will be in the care of Nevada Youth Parole or designee. This excludes youth in Nevada's Juvenile Justice Facilities.

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#### SERVICES TO BE PROVIDED

- All applicable services are currently (at time of Provider Agreement creation) referred to as the following:
  - "Medication Management"
  - "Psychiatric Evaluation"
  - "Psychological Evaluation"
- Vendor may supply any single service or combination of services listed in this provider agreement. It is not required that Vendor supply every service in order to be eligible for this provider agreement.

- Additional services deemed relevant to this provider agreement, but not specified in this provider agreement, will be considered on a case by case basis. It is the provider's responsibility to submit a formal request for said services, on company letter head, with an authorized signature, to the designated DCFS representative of the youth.
  - DCFS has final decision authority for all additional services, terms, rates, etc.

**OTHER REQUIREMENTS**

- Written evaluations will be provided to the agency within ten (10) business days after the date the examination occurred.

**PROVIDER COST/DURATION OF AGREEMENT**

- All services are not to exceed the approved and posted rate at time of service. All rates are scheduled to increase by 5% every other state fiscal year beginning in state fiscal year 2020 (every even state fiscal year).

RATES	Provider Agreement Cost	Billing Unit
Medication Management - Follow-up Client Services	<b>\$225.00</b>	Hour
Psychiatric Evaluation	<b>\$1,500.00</b>	Flat Fee
Psychological Evaluation	<b>\$500.00</b>	Flat Fee

Attachment BB  
Insurance Schedule

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

**INDEMNIFICATION CLAUSE:**

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

**INSURANCE REQUIREMENTS:**

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

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



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

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., ND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

3. 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.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended,

voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to:

DCFS Contract Manager  
State of Nevada  
Department of Health & Human Services  
Division of Child & Family Services  
Fiscal  
4126 Technology Way, 3rd Floor  
Carson City, NV 89706

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State 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

DCFS Contract Manager  
State of Nevada  
Department of Health & Human Services  
Division of Child & Family Services  
Fiscal  
4126 Technology Way, 3rd Floor  
Carson City, NV 89706

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

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

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

ATTACHMENT CC  
STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

**BUSINESS ASSOCIATE ADDENDUM**

BETWEEN

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

And

---

Hereinafter referred to as "Business Associate".

**PURPOSE.** In order to comply with the requirements of Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-5 ("HITECH") and the United States Department of Justice Final Rule, 28 C.F.R. § 115 (2003), this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of Business Associate and Covered Entity as well as the permitted uses and disclosures by Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, HITECH, and regulation promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

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

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

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

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

**I. DEFINITIONS.**

1. The following terms shall have the meaning ascribed to them in HIPAA Regulations:  
Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

2. The following terms shall have the meaning ascribed to them in this Section:

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

## II. OBLIGATIONS OF BUSINESS ASSOCIATE.

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

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

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

of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.

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

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

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

#### 1. Permitted Uses and Disclosures:

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

#### 2. Prohibited Uses and Disclosures:

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

### IV. OBLIGATIONS OF COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Regulations, if done by the Covered Entity.

## V. TERM AND TERMINATION

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

## VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Neither party waives any right or defense to indemnification that may exist in law or equity.
4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with



HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.

5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

## VII. Prison Rape Elimination Act (PREA)

**In accordance** with the United States Department of Justice Final Rule, 28 C.F.R. § 115 (2003), the Prison Rape Elimination Act mandates processes to provide for the analysis of the incidence and effects of prison rape in Federal, State, and local institutions and to provide information, resources, recommendations and funding to protect individuals from prison rape.

1. Specifically, Section 312 of this Act states that:
  - a. A public agency that contracts for the confinement of its residents with private agencies or other entities, including other government agencies, shall include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.
  - b. Any new contract or contract renewal shall provide for agency contract monitoring to ensure that the contractor is complying with the PREA standards.
2. Therefore, this signed attachment acknowledges you will:
  - a. Be PREA compliant and provide proof of this compliance via a PREA audit, completed within the last three (3) years, and performed by a Federal certified auditor; OR
  - b. Be actively working towards PREA compliance, with identified action plans and timelines, as established within a PREA audit as described above.
3. In addition to meeting compliance or working towards compliance, this signed attachment acknowledges you will provide to the Division of Child and Family Services PREA Coordinator all PREA allegations and administrative and criminal investigations, specifically:
  - a. PREA report (Survey of Sexual Victimization , Form SSV-IJ) as they occur;
  - b. All administrative investigations tied to each incident report, within 30 days of the date of the incident, which:
    - i. Shall be documented in a written report that includes a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings;
    - ii. Shall include an effort to determine whether staff actions or failures to act contributed to the abuse.
  - c. All criminal investigations shall be documented in a written report and provided, once completed, that contain a thorough description of physical, testimonial, and documentary evidence and attaches copies of all documentary evidence where feasible.

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

COVERED ENTITY

BUSINESS ASSOCIATE

Division of Child and Family Services

(Enter Business Name)

4126 Technology Way, 3<sup>rd</sup> Floor

(Enter Business Address)

Carson City NV 89706

(Enter Business City, State and Zip Code)

(775) 684-4400

(Enter Business Phone Number)

(775) 684-4455

(Enter Business Fax Number)

(Authorized Signature)

(Authorized Signature)

(Print Name)

(Print Name)

Administrator, Division of Child and Family Services

(Title)

(Date)

(Date)

## **ATTACHMENT DD**

### **FISCAL PROCEDURES: MEDICATION MANAGEMENT, PSYCHIATRIC AND PSYCHOLOGICAL EVALUATIONS**

#### **FISCAL INFORMATION**

1. Vendor shall maintain fiscal records as necessary to correspond with the contractual rate when audited and how funds provided by this contract have been disbursed.
2. Vendor shall submit cost information in the prescribed format when requested by the Division of Child and Family Services (DCFS.)
3. Vendor agrees to use the same name and address on billings as that listed on the contract, to prevent rejection of voucher by the DCFS fiscal unit.
4. Vendor agrees to notify the DCFS Contract Manager immediately, in writing, if/when a name and/or address change occurs.
5. Vendor must maintain adequate financial resources to operate all aspects of vendor's respective services for a period of no less than sixty (60) working days. In the event of insolvency, or the like, a written notification must be immediately submitted to DCFS in an effort to limit interruption of service(s) to applicable youth. DCFS reserves the right to postpone and/or terminate any and all services with vendor in the event of vendor insolvency, as needed, to prevent interruption in services to applicable youth.

#### **BILLING INFORMATION**

1. Prior authorization is required for all services not mentioned in the Scope of Work (Attachment AA.)
2. Vendor will submit an accurate invoice within twenty (20) days from the end of the month that the services were rendered.
3. All invoices shall be submitted to the corresponding address listed on the first (1<sup>st</sup>) page of the contract or as otherwise directed by DCFS fiscal unit.
4. Vendor will not be paid for services that are not properly invoiced in accordance to the rates outlined in this contract.
5. All accurate invoices will be processed within thirty (30) days from receipt of invoice into the DCFS fiscal unit.
6. All services are to be clearly identified on the invoice by service title, youth's full and complete name, date(s) of service, billing unit and quantity.

#### **VENDOR RESPONSIBILITIES**

1. All services are not to exceed the approved and posted rate(s) at the time of service.
2. The vendor shall work with the Contract Monitor, or designee, to ensure they will not exceed the contracted consideration in section six (6) of contract for authorized services.
3. Vendor shall receive Service Approvals prior to any services rendered. All invoices must be accompanied by specific Service Approvals. Vendor will not be paid for any services that do not have an authorized Service Approval.
4. Vendor must clearly identify any applicable travel per diem requested, as a separate line item, on the same invoice of service(s) rendered in order to be eligible for said travel per diem. Vendor must identify staff/employee by name, office location, travel destination, total time traveled and requested per diem amount. Vendor is only eligible for travel per diem for service rendered under this Provider Agreement. Travel per diem cannot be combined with any other State contract or Provider Agreement.

Attachment EE  
**ADDITIONAL INFORMATION**

Company Name

Contact Name

Physical Address

City, State Zip

Phone Number (Office)

Phone Number (Cell)

Fax Number

E-mail Address

Federal Tax ID#

Nevada Business ID (starts with NV...)

Legal Entity Name

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

If "No," provide an explanation.

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

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

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

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Company Name

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

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



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

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

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

And

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

WHEREAS, NRS 333.700 authorizes 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, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada; NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

- 1. **REQUIRED APPROVAL.** This Provider Agreement Contract ("Contract") shall not become effective until and unless approved by the Nevada State Board of Examiners.
- 2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" means the period beginning July 1st and ending June 30th of the following year. "Current State Employee" means a person who is an employee of an agency of the State. "Former State Employee" means a person who was an employee of any agency of the State at any time within the preceding 24 months.
- 3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval (anticipated to be Date).

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

- ATTACHMENT AA: SCOPE OF WORK: NV JJ FACILITY MEDICATION MANAGEMENT, PSYCHIATRIC AND PSYCHOLOGICAL EVALUATIONS
- ATTACHMENT BB: INSURANCE SCHEDULE;
- ATTACHMENT CC: BUSINESS ASSOCIATE ADDENDUM;

Revised 10/2011 BOE (CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR)  
Revised 05/2013 BOE (PROVIDER AGREEMENT CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR)  
Revised 08/2017 BOE (PROVIDER AGREEMENT CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR)

ATTACHMENT DD: FISCAL PROCEDURES;  
ATTACHMENT EE: ADDITIONAL INFORMATION and  
ATTACHMENT FF: FEE SCHEDULE: NV JJ FACILITY MEDICATION MANAGEMENT, PSYCHIATRIC AND PSYCHOLOGICAL EVALUATIONS

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

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

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

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

9. **INSPECTION & AUDIT.**

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

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

10. **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.

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 21, State Ownership of Proprietary Information*.

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation,

Revised 10/2011 BOE (CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR)  
Revised 05/2013 BOE (PROVIDER AGREEMENT CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR)  
Revised 08/2017 BOE (PROVIDER AGREEMENT CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR)

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.

**12. LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. 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 tort liability shall not be limited.

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

**14. INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

**15. INDEPENDENT CONTRACTOR.** 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.

**16. 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 along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

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.

**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 in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by 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. 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 16A, Insurance Coverage*.

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

- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, 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.

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

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

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

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

**21. STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any 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.

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

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

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

- A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to 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.)

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

- a. Any federal, state, county or local agency, legislature, commission, 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.

26. **WARRANTIES.** 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.

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

28. **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.

29. **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.

30. **GOVERNING LAW; JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-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.

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



## ATTACHMENT AA

### SCOPE OF WORK: NV JJ FACILITY MEDICATION MANAGEMENT, PSYCHIATRIC AND PSYCHOLOGICAL EVALUATIONS

#### PURPOSE

- The Purpose of this Provider Agreement is to provide residential and/or assessment and rehabilitative/treatment to youth committed to a Nevada Juvenile Justice Facility.
- Medication management and psychiatric evaluations will be provided by Psychiatrists. Psychological evaluations will be provided by Psychologists.
- The overall goal of medication management, psychiatric evaluations of youth and psychological evaluations are to determine diagnostic criteria to aid in identifying services necessary in order for the youth to succeed in the Nevada Juvenile Justice Facility Programming. Program success allows for the youth to be safely released to Youth Parole Services and into the care of a parent or guardian, or into society as an adult. (Program success may be dependent upon other requirements not specific to this Provider Agreement.)
- Medication Management, Psychiatric and Psychological Evaluations will be provided upon referral by the Division of Child and Family Services (DCFS) to various providers based on youth need and circumstance and based upon the sole discretion of DCFS for such referrals. DCFS does not guarantee Provider will receive any referrals.

#### ASSUMPTIONS

- All services are specific to the psychiatric, psychological and/or medication management services of youth.
- All services are related to youth incarcerated at a Nevada Juvenile Justice Facility, not youth that have been released on parole.
- Vendor is expected to make and keep client notes, making and distributing copies to the superintendent, the agency's mental health counselors and for the youth's medical file/chart.

#### SERVICES TO BE PROVIDED

- All applicable services have been detailed in Attachment FF and are currently (at the time of Provider Agreement creation) referred to as the following:
  - "On-Site Psychiatric Care"
  - "Telemedicine Care (Video Conference Care)"
  - "Specialized Assessment Reports required for youth placement on an as-needed basis only"
- Allowable travel accommodations are included on Attachment FF.
- Vendor may supply any single service or combination of services listed in this provider agreement. It is not required that a Vendor supply every service in order to be eligible for this provider agreement.
- Vendor will provide consultation services to the superintendent and provide adjunctive staff training as needed.
- Additional services deemed relevant to this provider agreement, but not specified in this provider agreement, will be considered on a case-by-case basis. It is the provider's responsibility to submit

a formal request for said services, on company letterhead, with an authorized signature, to the designated DCFS representative of the youth:

- The formal request must include:
  - Any pertinent documentation to justify services requested
  - Anticipated term of services requested
  - Number of units requested (when applicable)
  - Frequency of services (when applicable)
  - Unit rate of service requested (when applicable)
  - Justification of how the unit rate was determined (when applicable)
  - Total calculation of costs for services requested
- If the additional service(s) are included as a Medicaid service(s), the formal request:
  - May not exceed posted Medicaid rate(s) of services at time of request (when applicable)
  - May be adjusted accordingly if posted Medicaid rates change while services are being performed (when applicable).

#### **OTHER REQUIREMENTS**

- Written evaluations will be provided to the agency within ten (10) business days after the date the examination occurred.
- Youth committed to a Nevada Juvenile Justice Facility that are determined to require residential treatment will require an up-to-date psychiatric assessment as required by Medicaid.

#### **PROVIDER COST/DURATION OF AGREEMENT**

- Provider rates for the services specifically listed with this provider agreement are to remain the same through the end of the noted state fiscal year, with scheduled increases as outlined on Attachment FF.
  - Provider will be eligible for travel per diem at the approved rate per Attachment FF if travel is deemed necessary by the DCFS representative of the youth(s) obtaining the service(s).
  - Rates will be billed based on physical location of the youth being served.
    - In the event that the location of the youth and/or the corresponding rate schedule is not clearly defined, DCFS reserves the right to determine the location of youth and corresponding rate schedule.
-



Attachment BB  
Insurance Schedule

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

**INDEMNIFICATION CLAUSE:**

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

**INSURANCE REQUIREMENTS:**

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

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

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

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., ND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

3. 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.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended,

voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to:

DCFS Contract Manager  
State of Nevada  
Department of Health & Human Services  
Division of Child & Family Services  
Fiscal  
4126 Technology Way, 3rd Floor  
Carson City, NV 89706

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State 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

DCFS Contract Manager  
State of Nevada  
Department of Health & Human Services  
Division of Child & Family Services  
Fiscal  
4126 Technology Way, 3rd Floor  
Carson City, NV 89706

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

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

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

ATTACHMENT CC  
STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

**BUSINESS ASSOCIATE ADDENDUM**

BETWEEN

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

And

---

Hereinafter referred to as "Business Associate".

**PURPOSE.** In order to comply with the requirements of Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-5 ("HITECH") and the United States Department of Justice Final Rule, 28 C.F.R. § 115 (2003), this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of Business Associate and Covered Entity as well as the permitted uses and disclosures by Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, HITECH, and regulation promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

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

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

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

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

**I. DEFINITIONS.**

1. The following terms shall have the meaning ascribed to them in HIPAA Regulations:  
Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

2. The following terms shall have the meaning ascribed to them in this Section:

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

## II. OBLIGATIONS OF BUSINESS ASSOCIATE.

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

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

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

of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.

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

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

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

#### 1. Permitted Uses and Disclosures:

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

#### 2. Prohibited Uses and Disclosures:

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

### IV. OBLIGATIONS OF COVERED ENTITY



1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Regulations, if done by the Covered Entity.

## V. TERM AND TERMINATION

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

## VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Neither party waives any right or defense to indemnification that may exist in law or equity.
4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with

HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.

5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

## VII. Prison Rape Elimination Act (PREA)

**In accordance** with the United States Department of Justice Final Rule, 28 C.F.R. § 115 (2003), the Prison Rape Elimination Act mandates processes to provide for the analysis of the incidence and effects of prison rape in Federal, State, and local institutions and to provide information, resources, recommendations and funding to protect individuals from prison rape.

1. Specifically, Section 312 of this Act states that:
  - a. A public agency that contracts for the confinement of its residents with private agencies or other entities, including other government agencies, shall include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.
  - b. Any new contract or contract renewal shall provide for agency contract monitoring to ensure that the contractor is complying with the PREA standards.
2. Therefore, this signed attachment acknowledges you will:
  - a. Be PREA compliant and provide proof of this compliance via a PREA audit, completed within the last three (3) years, and performed by a Federal certified auditor; OR
  - b. Be actively working towards PREA compliance, with identified action plans and timelines, as established within a PREA audit as described above.
3. In addition to meeting compliance or working towards compliance, this signed attachment acknowledges you will provide to the Division of Child and Family Services PREA Coordinator all PREA allegations and administrative and criminal investigations, specifically:
  - a. PREA report (Survey of Sexual Victimization , Form SSV-IJ) as they occur;
  - b. All administrative investigations tied to each incident report, within 30 days of the date of the incident, which:
    - i. Shall be documented in a written report that includes a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings;
    - ii. Shall include an effort to determine whether staff actions or failures to act contributed to the abuse.
  - c. All criminal investigations shall be documented in a written report and provided, once completed, that contain a thorough description of physical, testimonial, and documentary evidence and attaches copies of all documentary evidence where feasible.

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

COVERED ENTITY

BUSINESS ASSOCIATE

Division of Child and Family Services

(Enter Business Name)

4126 Technology Way, 3<sup>rd</sup> Floor

(Enter Business Address)

Carson City NV 89706

(Enter Business City, State and Zip Code)

(775) 684-4400

(Enter Business Phone Number)

(775) 684-4455

(Enter Business Fax Number)

(Authorized Signature)

(Authorized Signature)

(Print Name)

(Print Name)

Administrator, Division of Child and Family Services

(Title)

(Date)

(Date)

## **ATTACHMENT DD**

### **FISCAL PROCEDURES**

#### **FISCAL INFORMATION**

1. Vendor shall maintain fiscal records as necessary to correspond with the contractual rate if/when audited.
2. Vendor shall make every attempt to submit cost information in the prescribed format when requested by the Division of Child and Family Services (DCFS).
3. Vendor agrees to use the same name and address on billings as that listed on the contract, to prevent rejection of voucher by the DCFS fiscal unit.
4. Vendor agrees to notify the DCFS Contract Manager immediately, in writing, if/when a name and/or address change occurs.
5. Vendor must maintain adequate financial resources to operate all aspects of vendor's respective services for a period of no less than sixty (60) working days. In the event of insolvency, or the like, a written notification must be immediately submitted to DCFS in an effort to limit interruption of service(s) to applicable parties. DCFS reserves the right to postpone and/or terminate any and all services with vendor in the event of vendor insolvency, as needed, to prevent interruption in services to applicable parties.

#### **BILLING INFORMATION**

1. Prior authorization is required for all services not mentioned in the Scope of Work (Attachment AA.)
2. Vendor will submit an accurate invoice within twenty (20) days from the end of the month that the services were rendered.
3. All invoices shall be submitted to the corresponding address listed on the first (1<sup>st</sup>) page of the contract or as otherwise directed by DCFS fiscal unit.
4. Vendor will not be paid for services that are not properly invoiced in accordance to the rates outlined in this contract.
5. All accurate invoices will be processed within thirty (30) days from receipt of invoice into the DCFS fiscal unit.
6. All services are to be clearly identified on the invoice by service title and/or room name, complete name of party housed, date(s) of service, billing unit and quantity.
7. It is acceptable to submit a single invoice with multiple line items for multiple services (room's book). However, the invoice must clearly show the detailed information listed in item six (6) above for each line item so DCFS can easily verify services.

#### **VENDOR RESPONSIBILITIES**

1. All services are not to exceed the approved and posted rate(s) at the time of service.
2. The vendor shall work with the Contract Monitor, or designee, to ensure they will not exceed the contracted consideration in section six (6) of contract for authorized services.
3. Vendor shall receive written approval prior to any services rendered. Vendor will not be paid for any services that do not have an authorized written approval.

Attachment EE  
**ADDITIONAL INFORMATION**

Company Name

Contact Name

Physical Address

City, State Zip

Phone Number (Office)

Phone Number (Cell)

Fax Number

E-mail Address

Federal Tax ID#

Nevada Business ID (starts with NV...)

Legal Entity Name

Is "Legal Entity Name" the same name that the vendor is doing business as?

Yes  No

If "No," provide an explanation.

Has your company ever been engaged under contract by any State of Nevada agency?

Yes  No

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

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

---

Company Name

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

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

**ATTACHMENT FF**

**FEE SCHEDULE:**

**NV JJ FACILITY MEDICATION MANAGEMENT, PSYCHIATRIC AND PSYCHOLOGICAL EVALUATIONS**

**RURAL AREA – CALIENTE, ELKO AND AS DETERMINED BY DCFS**

<b>Description of Services</b>	<b>SFY 17-19</b>	<b>SFY 20-21</b>	<b>SFY 22-23</b>	<b>SFY 24-25</b>	<b>SFY 26-27</b>	<b>SFY 28-29</b>
On-Site Psychiatric Care per hour	\$375	\$382	\$390	\$398	\$406	\$414
Telemedicine Care per hour (Video Conference Care)	\$375	\$382	\$390	\$398	\$406	\$414
Travel per Hour	\$75	\$77	\$78	\$80	\$81	\$83
Overnight Accommodations (Room & Meals) per Night	\$120	\$122	\$125	\$127	\$130	\$132
On-Call Stipend per hour	\$200	\$204	\$208	\$212	\$216	\$221
Specialized Assessment Reports required for youth placement on an as-needed basis only at a flat fee	\$500	\$510	\$520	\$530	\$540	\$550

\*2% increase, rounded

**METROPOLITAN AREA – LAS VEGAS AND AS DETERMINED BY DCFS**

<b>Description of Services</b>	<b>SFY 17-19</b>	<b>SFY 20-21</b>	<b>SFY 22-23</b>	<b>SFY 24-25</b>	<b>SFY 26-27</b>	<b>SFY 28-29</b>
On-Site Psychiatric Care per hour	\$150	\$153	\$156	\$159	\$162	\$165
Telemedicine Care per hour (Video Conference Care)	\$150	\$153	\$156	\$159	\$162	\$165
Travel per Hour	\$75	\$77	\$78	\$80	\$81	\$83
Overnight Accommodations (Room & Meals) per Night	\$120	\$122	\$125	\$127	\$130	\$132
On-Call Stipend per hour	\$80	\$82	\$83	\$85	\$86	\$88
Specialized Assessment Reports required for youth placement on an as-needed basis only at a flat fee	\$500	\$510	\$520	\$530	\$540	\$550

\*2% increase, rounded

Brian Sandoval  
Governor




James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

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

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

Date: July 19, 2017  
To: James R. Wells, Clerk of the Board  
Governor's Finance Office  
From: Colleen Murphy, 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.

DEPARTMENT OF ADMINISTRATION –  
DIVISION OF ENTERPRISE INFORMATION TECHNOLOGY SERVICES

Agenda Item Write-up:

The Department of Administration, Division of Enterprise Information Technology Services seeks approval for the second amendment to the existing master lease agreement with International Business Machines (IBM) which provides IBM Mainframe Storage Equipment for disaster recovery purposes in support of tape subsystems not to exceed \$1,024,967.18.

Additional Information:

This amendment extends the termination date from August 31, 2017 to June 30, 2021 and increases the maximum amount from \$90,062.60 to \$1,024,967.18 due to the addition of disaster recovery support for Carson City and Las Vegas. The state runs the risk of not having parts if the tape drive system breaks and without this service would not be able to back-up the mainframe.

Relates to CETS contract #18409

REVIEWED: 

ACTION ITEM: \_\_\_\_\_



**Brian Sandoval**  
*Governor*



**Patrick Cates**  
*Director*

**Shannon Rahming**  
*Chief Information Officer*

**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
*Enterprise I.T. Services Division*  
100 N. Stewart Street, Suite 100 | Carson City, NV 89701  
Phone: (775) 684-5800

**MEMORANDUM**

**TO:** Colleen Murphy, Budget Analyst  
**FROM:** Shannon Rahming, Enterprise IT Services Administrator, CIO  
**SUBJECT:** IBM Master Lease (Hardware) #067808063G  
**DATE:** July 3, 2017

A handwritten signature in black ink, appearing to be "SR", written over the "FROM:" line of the memorandum.

---

In regards to Master Lease Agreement # 067808063G although the IBM paperwork lists an August commencement date, no work or expenses have occurred, and work will not commence until approval by the Board of Examiners at the August BOE meeting.

If you have any questions, please feel free to contact me.

Thanks for your help regarding this matter.

---

*revised*

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18409** Amendment Number: **2**

Agency Name: **ADMIN - ENTERPRISE IT SERVICES** Legal Entity Name: **INTERNATIONAL BUSINESS MCHNS**

Agency Code: **180** Contractor Name: **INTERNATIONAL BUSINESS MCHNS**

Appropriation Unit: **1385-26** Address: **CORP DBA IBM CORPORATION**

Is budget authority available?: **Yes** City/State/Zip: **ATLANTA, GA 30353-4151**

If "No" please explain: **Not Applicable** Contact/Phone: **JELITA HOLMESLY 714-270-3437**

Vendor No.: **PUR0000395E**

NV Business ID: **NV2031004664**

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 %	<b>X</b>	Fees	<b>100.00 %</b>	<b>User Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: 2338051

**RECEIVED**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/14/2017**

Anticipated BOE meeting date **08/2017**

**JUL 07 2017**

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **4 years and 136 days**

4. Type of contract: **Lease/Purchase Agreement** *Master lease agreement*

Contract description: **Mainframe Storage**

**RETURN TO  
DoA/ASD**

5. Purpose of contract:

**This is the second amendment to the original master lease agreement which continues IBM Mainframe Storage Equipment required to upgrade/replace existing storage that cannot perform parallel access volumes or encryption of data at rest. This amendment extends the termination date from August 31, 2017 to June 30, 2021 and increases the maximum amount from ~~\$91,035.77~~ to \$1,024,967.18 due to the upgrade of the Mainframe virtual tape system and the disk storage array system located at the Carson City and Las Vegas facilities.**

#### 6. CONTRACT AMENDMENT

*\$90,062.60*

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$91,035.77	\$91,035.77	\$91,035.77	Yes - Action
a. Amendment 1:	<i>-973.17</i>	\$90,062.60	\$90,062.60	No
2. Amount of current amendment (#2):	\$934,904.58 ✓	\$933,931.41 ✓	✓\$933,931.41	Yes - Action
3. New maximum contract amount:	\$1,024,967.18			
and/or the termination date of the original contract has changed to:	06/30/2021			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

This equipment was withdrawn from marketing on June 1, 2016. Though an end of service date has not been announced for this hardware, standard industry practice is to declare end of service for hardware approx. 12 months after market withdraw. Any delay in purchasing would put the entire Mainframe infrastructure at risk for an enterprise-wide cataclysmic failure if the upgrade is not completed prior to its end of life.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of expertise.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: TBD

Approval Date: 06/13/2017

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

When Sirius provides the proposal for the hardware costs and SOW, the pricing is based in consideration that they would complete the entire project. Pricing was negotiated to a level that was lower than State Government standard pricing, and "un-hooking" the SOW for another vendor to take on another portion of the project is unnecessary work and project mgmt. complexity across multiple vendors.

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:

2013 to current, DOA - Enterprise IT Services, satisfactory

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

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
Contract Manager Approval	Pending	

AMENDMENT No. 2 to MASTER LEASE AGREEMENT BETWEEN THE  
STATE OF NEVADA  
and INTERNATIONAL BUSINESS MACHINES CORP  
dba IBM CORPORATION

1. AMENDMENTS. For and in consideration of mutual promises and other valuable consideration, all provisions of the original Master Lease Agreement No. **067808063G**, with an effective date as of **March 2017**, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

The following additional **schedule(s) of equipment Schedule No. 036104 and Schedule No. 036107 (Tape Drive system) and Schedule No. 036131 and Schedule No. 036133 (DS8884 system)** is added to the Master Lease Agreement.

2. INCORPORATED DOCUMENTS. Exhibit A (Master Lease Agreement, including previous amendments) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. REQUIRED APPROVAL. This amendment to the original Master Lease Agreement shall not become effective until and unless approved by the Nevada State Board of Examiners.

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

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<b>Purchasing Use Only:</b>	
Approval#:	170102 B

**SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM**

**ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

<b>Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:</b>			
<b>State Agency:</b>		<i>Enterprise IT Services</i>	
<b>1a</b>	<b>Contact Name and Title</b>	<b>Phone Number</b>	<b>Email Address</b>
	<i>Kathleen McLaughlin</i>	<i>(775) 684-4325</i>	<i>kfmclaug@admin.nv.gov</i>
	<i>Tom Wolf</i>	<i>(775) 684-4377</i>	<i>wolf@admin.nv.gov</i>

<b>Vendor Information:</b>	
<b>Identify Vendor:</b>	<i>IBM Global Financing (IBM) / Sirius Computer Solutions</i>
<b>Contact Name:</b>	<i>Jelita Holmesly (IBM) / John Stransky (Sirius)</i>
<b>Address:</b>	<i>PO Box 534151</i>
<b>Telephone Number:</b>	<i>(714) 270-3437</i>
<b>Email Address:</b>	<i>Jelita@us.ibm.com / john.stransky@siriuscom.com</i>

<b>Type of Waiver Requested – Check the appropriate type:</b>	
<b>1c</b>	<b>Sole or Single Source:</b> <input checked="" type="checkbox"/> <b>X</b>
	<b>Professional Service Exemption:</b> <input type="checkbox"/>

<b>Contract Information:</b>			
<b>1d</b>	<b>Is this a new Contract?</b>	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input checked="" type="checkbox"/> <b>X</b>
	<b>Amendment:</b>	<b>#2</b>	
	<b>CETS:</b>	<b>#18409</b>	

<b>Term:</b>				
<b>1e</b>	<b>One (1) Time Purchase:</b>	<input type="checkbox"/>		
	<b>Contract:</b>	<b>Start Date:</b>	<i>Upon BOE approval, anticipated to be 7/5/2017</i>	<b>End Date:</b>

<b>Funding:</b>		
<b>1f</b>	<b>State Appropriated:</b>	<input checked="" type="checkbox"/> <b>X</b>
	<b>Federal Funds:</b>	<input type="checkbox"/>
	<b>Grant Funds:</b>	<input type="checkbox"/>
	<b>Other (Explain):</b>	<input type="checkbox"/>

<b>1g</b>	<b>Total Estimated Value of this Service Contract, Amendment or Purchase:</b>
-----------	---

	\$614,167.08
--	--------------

<b>Provide a description of work/services to be performed or commodity/good to be purchased:</b>	
2	<i>Mainframe Tape Subsystem Upgrade</i>

<b>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</b>	
3	<i>The IBM Virtual Tape Library (VTL) is an extension of our current North and South VTL. It uses the same technology, and is only a hardware / software upgrade to the current system. Only IBM sells a compatible virtual tape system.</i>

<b>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</b>	
4	<i>Since we're continuing to upgrade and enhance our existing hardware and software, the hardware and service is only available from IBM.</i>

<b>Were alternative services or commodities evaluated? Check One.</b>		Yes:	<input type="checkbox"/>	No:	<input checked="" type="checkbox"/>
5	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>Over the last six years, we have built a virtual tape infrastructure. This purchase is upgrading the hardware and software to keep it fully supported and current.</i>					

<b>Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers MUST accompany this request.</b>		Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
6	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#, RFO#, Waiver #)</i>
	<i>3/2017</i>	<i>8/2017</i>	<i>\$91,035.77</i>	<i>New MLA #067808063G Amend #1</i>	<i>Waiver #170102</i>
	<i>9/2014</i>	<i>3/2018</i>	<i>\$605,747.84</i>	<i>MLA #6403000 Amend #1</i>	<i>Waiver #130806B</i>
	<i>8/2013</i>	<i>7/2017</i>	<i>\$736,970.27</i>	<i>MLA #640300 w/ Order #1</i>	<i>Waiver #130806</i>

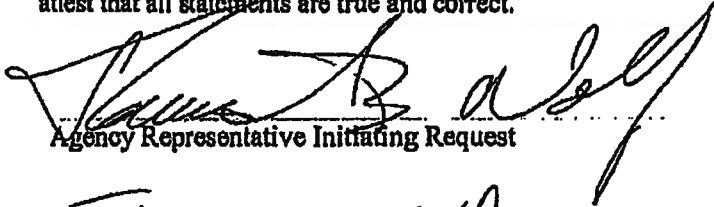
			\$		
			\$		

	<b>What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?</b>
7	<i>The hardware support on this equipment lapses on July 1, 2017. Any delay in purchasing would put the entire Mainframe infrastructure at risk for a backup failure.</i>

	<b>What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?</b>
8	<i>Going outside of the IBM VTL arena would require an entire conversion and replacement of all existing hardware and software. The price was negotiated to a level that was lower than State Government standard pricing.</i>

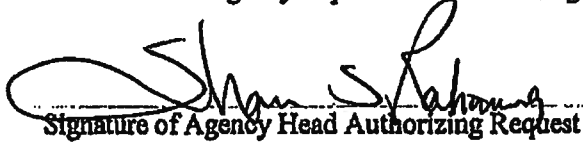
	<b>Will this purchase obligate the State to this vendor for future purchases? <u>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u></b>	Yes:	X	No:	
9	<i>a. If yes, please provide details regarding future obligations or needs.</i>				
	<i>The State will be obligated to purchase future upgrade equipment from IBM to replace existing equipment, as support will eventually expire. Additionally, the directive for acquiring this type of equipment has been to process via an operating lease.</i>				

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

  
Agency Representative Initiating Request

Thomas B Wolf  
Print Name of Agency Representative Initiating Request

6/9/17  
Date

  
Signature of Agency Head Authorizing Request

Shannon Rahming  
Print Name of Agency Head Authorizing Request

6/9/17  
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

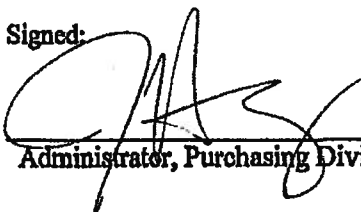
\_\_\_\_\_  
Print Name of Representative Providing Review

\_\_\_\_\_  
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:

  
Administrator, Purchasing Division or Designee

6-13-2017  
Date



ADAM PAUL LAXALT  
*Attorney General*



STATE OF NEVADA  
OFFICE OF THE ATTORNEY GENERAL  
100 North Carson Street  
Carson City, Nevada 89701

WESLEY K. DUNCAN  
*First Assistant Attorney General*  
NICHOLAS A. TRUTANICH  
*Chief of Staff*  
KETAN D. BHIRUD  
*General Counsel*

June 28, 2017

*Sent via Inter-Office Mail*

Shannon Rahming, Chief Information Officer  
Division of Enterprise Information Technology Services  
Department of Administration  
100 N. Stewart Street, Suite 100  
Carson City, NV 89701

**Re: Term Lease Master Agreement (067808063G) between IBM Credit, LLC and State of Nevada, Division of Enterprise Information Technology Services and Master Lease Agreement Schedules Nos. 036104 and 036107**

Dear Ms. Rahming:

In connection with the Term Lease Master Agreement No. 067808063G between State of Nevada, Division of Enterprise Information Technology Services, Department of Administration, as Lessee, and IBM Credit LLC as Lessor, together with its Addenda and the above referenced Master Lease Agreement Schedules (the "Agreement"), I have examined the law and such other papers necessary to render the following opinion:

1. Lessee is a Division of the Department of Administration of the State of Nevada, as described under Chapter 242 of the Nevada Revised Statutes, and is a state or political subdivision of a State within the meaning of Section 103 of the Internal Revenue Code of 1986.
2. Lessee has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder.

3. The authorization and approval of the Agreement, the execution thereof, and the transactions contemplated thereby have been conducted in accordance with all applicable laws.
4. The Agreement has been duly executed and delivered by Lessee and when the signature page relative to this Supplement and Addendum has been fully executed, it will constitute a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by (i) any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, (ii) laws or rules applicable the State, municipalities, or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, including, but not limited to, limits resulting from sovereign immunity, and (iii) the exercise of judicial discretion in appropriate cases.
5. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our actual knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security of the Agreement.

...


...

...

Shannon Rahming  
Page 3  
June 28, 2017

This Office expresses no opinion with respect to the laws of any jurisdiction other than the internal laws of the State of Nevada. Our opinion is based upon such laws as are in effect on the date of this opinion letter, and we expressly disclaim any undertaking to advise you of any subsequent changes in law.

Respectfully Yours,

By:   
Jeffrey D. Menicucci  
Deputy Attorney General  
Ph.: (775) 684-1214  
Email: [Jmenicucci@ag.nv.gov](mailto:Jmenicucci@ag.nv.gov)

JDM/aej

cc: Jeffrey Haag, Administrator, Division of Purchasing  
IBM Credit, LLC

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**IBM Credit LLC**  
**Master Lease Agreement Schedule**

Schedule No: 036107

Page 1 of 2

Master Lease Agreement No: 067808063G

**Lessee Name and Address:**

STATE OF NEVADA  
 4495 E SAHARA AVE  
 INFO SYS DIV  
 LAS VEGAS NV 89104-6333

**Lessor Name and Address:**

IBM Credit LLC  
 7100 Highlands Parkway  
 Smyrna, GA 30082  
 igfnadoc@us.ibm.com

This Schedule to the above referenced Master Lease Agreement ("Master Agreement") is executed between STATE OF NEVADA ("Lessee") and IBM Credit LLC ("Lessor").

Payment Period: Monthly  
 Payment Type: Arrears  
 Validity Date: July 15, 2017  
 Payment Method: Cash or Check  
 Supplier: SIRIUS COMPUTER SOLUTIONS INC

Lease(s)									
Ref No.	Qty.	Product Description	Initial Payment Term (months)	Amount Funded (\$)	Rate/1000 of Amount Funded (\$)	Rent (\$)		Planned Commencement Month	End of Lease Purchase Option
3	1	3952 F06 Tape Frame	48	14,280.65	20.2286	48 Payments of	288.88	August 2017	FMV
4	1	3956 CSA TS7700 Cache Controller	48	44,592.22	20.2286	48 Payments of	902.04	August 2017	FMV
5	2	3956 XSA TS7700 Cache Module	48	69,787.22	20.2409	48 Payments of	1,412.56	August 2017	FMV
6	1	3957 VEC TS7700 Server	48	178,423.45	20.2286	48 Payments of	3,609.26	August 2017	FMV
<b>TOTALS</b>				<b>307,083.54</b>		<b>48 Payments of</b>	<b>6,212.74</b>		

**SPECIAL TERMS AND CONDITIONS:**

The following shall apply to this entire transaction.

- For equipment, software and services not supplied by IBM, Lessor may pay fees to the supplier and/or other third-party firms for administrative services provided in connection with the transaction contemplated under this Agreement. Details are available upon request.
- The parties agree that i) any modifications to the terms and conditions contained herein are null and void unless specifically agreed in writing by both parties and ii) this Schedule must be fully executed and received by Lessor by the Validity Date listed above.

Lessee hereunder declares that it has read and understands and agrees to be bound to the terms and conditions of the agreements that govern this Schedule/Supplement (each a "Governing Agreement") and any amendments or addendum thereto as Lessee. The Governing Agreement, this Schedule and any applicable attachments or addenda are the complete and exclusive statement of the Parties with respect to the subject matter herein. The foregoing referenced documents supersede any prior oral or written communications between the Parties related to the transactions covered by this Schedule/Supplement. Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's exact legal name, and is true, accurate and complete in all respects. By signing below, both Parties agree to the terms of this Schedule/Supplement as it may be amended or modified.

IBM Credit LLC  
Master Lease Agreement Schedule

Schedule No: 036107

Page 2 of 2

Agreed to:  
STATE OF NEVADA

By: [Signature]  
Authorized signature

Name (type or print): Jeff Haag

Title (type or print): Purchasing Administrator

Date: 6-29-2017

Agreed to:  
STATE OF NEVADA

By: \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Title (type or print): \_\_\_\_\_

Date: \_\_\_\_\_

Agreed to:  
STATE OF NEVADA

By: [Signature]  
Authorized signature

Name (type or print): Shannon Rabming

Title (type or print): CIO

Date: 6/30/17

Agreed to:  
IBM CREDIT LLC

By: [Signature]  
Authorized signature

Name (type or print): Kevin Donohue

Title (type or print): Customer relationship representative

Date: 6-16-2017

Lessee's State of Organization: NV

Approved as to form:  
[Signature]  
Jeffrey D. Mensuccci  
Deputy Attorney General  
28 June 17

**IBM Credit LLC**  
**Certificate of Acceptance**

**Lessee/Borrower Name ("Client") and Address:**

STATE OF NEVADA  
4495 E SAHARA AVE  
INFO SYS DIV  
LAS VEGAS NV 89104-6333

**Lessor Name and Address:**

IBM Credit LLC  
7100 Highlands Parkway  
Smyrna, GA 30082  
lgnadoc@us.ibm.com

The Client certifies and agrees that the information contained in the following table(s) is correct and relates to item(s) leased or financed under the terms and conditions of the above referenced Schedule/Agreement with IBM Credit LLC.

**Client Reference:**

Payment Period: Monthly

Payment Type: Arrears

Lease(s)		
Qty.	Product Description	Initial Payment Term (months)
1	3952 F06 Tape Frame	48
1	3956 CSA TS7700 Cache Controller	48
2	3956 XSA TS7700 Cache Module	48
1	3957 VEC TS7700 Server	48

Client represents and certifies that the item(s) listed in the above table(s) are in compliance with Client's specifications ("Accepted Item(s)"). Client hereby accepts the Accepted Item(s) listed in the above table(s) on the Acceptance Date and authorizes IBM Credit LLC to make payments to the Supplier(s) for the Supplier's invoice(s) for the Accepted Item(s) and to commence the leasing or financing of these Accepted Item(s) under the Schedule/Agreement.

Since this Certificate of Acceptance ("COA") is being issued prior to Lessor's receipt of an invoice, Lessor, upon its receipt of this COA duly executed by Lessee and the Supplier's invoice, will either issue i) a confirmation document in order to confirm Lessor's acceptance of the COA or ii) an updated COA which requires Lessee's signature in order to confirm any changes. In order for IBM Credit LLC to make payment to your listed Suppliers, all Equipment must include serial number information. Accordingly, Client hereby authorizes IBM Credit LLC to complete or update any manufacturer serial number information for any Accepted Item(s) accepted, without Client's further action or consent.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement referenced in the Schedule listed above.

This COA may be sent to Client by IBM Credit LLC in soft copy format, such as a PDF file. Client represents and warrants that no changes have been made to the text of this COA, except for IBM Credit LLC authorized alterations to the Product Description (including without limitation, changes to any other information listed on the product information tables herein). If there are any conflicts between the version delivered by IBM Credit LLC to Client and the version delivered by Client to IBM Credit LLC, or if the Supplier's invoice does not match the information listed on the COA, IBM Credit LLC reserves the right not to accept the transaction and to send a replacement COA to Client. Any copy of this COA made by reliable means (for example photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

**IBM Credit LLC**  
**Certificate of Acceptance**

For the purposes of the transaction commencement provisions specified in the Agreement referenced in the Schedule listed above, Client hereby represents, warrants and certifies that as of the following date, Client has accepted the Accepted Item(s) listed in the product information tables herein:

\_\_\_\_\_ (MM/DD/YYYY) ("Acceptance Date" for Accepted Item(s))

Agreed to:  
STATE OF NEVADA

By: \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Title (type or print): \_\_\_\_\_

Date: \_\_\_\_\_

Agreed to:  
STATE OF NEVADA

By: \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Title (type or print): \_\_\_\_\_

Date: \_\_\_\_\_

Agreed to:  
STATE OF NEVADA

By: \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Title (type or print): \_\_\_\_\_

Date: \_\_\_\_\_



# SOLUTION PROPOSAL

---

Prepared for:  
STATE OF NEVADA  
209 East Musser St. RM 304  
Carson City, NV 89701-4299

Prepared By:  
John Stransky  
Client Executive  
Phone: 702-612-3684  
Email: john.stransky@siriuscom.com

Quote Date: 06/14/17  
Expires: 08/16/2017  
State of Nevada - VEB to VEC Upgrade - PR197056.3 - 06.14.17  
Proposal #: PR197056.3

---

Sirius Computer Solutions, Inc.  
10100 Reunion Place, Suite 500  
San Antonio, TX 78216

All information provided in this proposal is the confidential and proprietary information of Sirius and may not be disclosed, disseminated, or otherwise revealed, in whole or in part, to any party outside of STATE OF NEVADA.

A decorative geometric pattern consisting of overlapping triangles and lines in various shades of gray, located in the bottom right corner of the page.





STATE OF NEVADA  
 209 East Musser St. RM 304  
 Carson City, NV 89701-4299

Sirius Computer Solutions, Inc.  
 10100 Reunion Place, Suite 500  
 San Antonio, TX 78216  
 www.siriuscom.com

Quote Date: 06/14/17  
 Expires: 08/16/2017  
 State of Nevada - VEB to VEC Upgrade - PR197056.3 - 06.14.17  
 Proposal #: PR197056.3

Client Executive:  
 John Stransky  
 Phone: 702-612-3684  
 Email:  
 john.stransky@siriuscom.com

Part #	Description	Qty	Ext. Sale Price
3952-HW	TAPE FRAME	1	
MAINTENANCE B			
3956-HW	TS7700 CACHE CONTROLLER	1	
MAINTENANCE B			
3956-HW	TS7700 CACHE MODULE	1	
MAINTENANCE B			
3956-HW	TS7700 CACHE MODULE	1	
MAINTENANCE B			
3957-HW	TS7700 SERVER	1	
MAINTENANCE B			
3957-SLSTOR	SL STOR ENTERPRISE TAPE SYS FULL	1	
ENTFL TP FL			
3952-F06	TAPE FRAME	1	
3952-F06-1903	DUAL POWER	1	
3952-F06-1904	REDUNDANT POWER	1	
3952-F06-2704	CONSOLE EXPANSION - 26 PORT	1	
3952-F06-2725	RACKMOUNT TS3000 SYSTEM CONSOLE	1	
3952-F06-2748	OPTICAL DRIVE	1	
3952-F06-5512	KVM	1	
3952-F06-5630	INSTALL - 3957-VEC	1	
3952-F06-5657	PLANT INSTALL - 3956-CSA	1	
3952-F06-5658	PLANT INSTALL - 3956-XSA	2	
3952-F06-5758	INTEGRATED CONTROL PATH	1	
3952-F06-7333	TS7700 ENCRYPTION CAPABLE BASE FRAME	1	
3952-F06-9954	NEMA L6-30 POWER CORD	1	
3956-CSA	TS7700 CACHE CONTROLLER	1	
3956-CSA-7117	48 TB SAS STORAGE	1	
3956-CSA-7404	ENCRYPTION	1	
3956-XSA	TS7700 CACHE MODULE	2	
3956-XSA-7117	48 TB SAS STORAGE	2	
3956-XSA-7404	ENCRYPTION	2	
3957-VEC	TS7700 SERVER	1	
3957-VEC-0201	9 MICRON LC/LC 31 METER	2	
3957-VEC-1036	1GB GRID DUAL PORT COPPER CONNECTION	2	
3957-VEC-3439	8GB FICON LONG WAVELENGTH ATTACHMENT	2	
3957-VEC-4015	GRID ENABLEMENT	1	
3957-VEC-5272	DISK ENCRYPT-INTERNAL KEY MGR	1	
	<b>Subtotal</b>		<b>\$307,083.54</b>
			<b>Subtotal: \$307,083.54</b>
			<b>Shipping and Handling: \$0.00</b>
			<b>Total: \$307,083.54</b>

This proposal is valid if ordered on or before 06/04/2017.

Until Sirius receives and accepts a Purchase Order or this Purchase Authorization for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The Products contained on this Order may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay a partial payment of the total purchase price stated above for any such partial shipment of Products.

All of the information provided in this Proposal is considered confidential and proprietary between Sirius and STATE OF NEVADA. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of STATE OF NEVADA or any party within STATE OF NEVADA who is not privileged to receive such information.

**PURCHASE TERMS AND CONDITIONS**

1. Purchase Price; Payment; Taxes. Customer agrees to pay the total purchase price as shown on the attached Sirius proposal (the 'Order'), plus any applicable sales/use tax. These Purchase Terms and Conditions (the 'Terms') are explicitly made a part of the Order and are hereby incorporated therein by reference. Payment is due within thirty (30) days from the date of the invoice, unless alternative terms have been agreed upon between Sirius and the client prior to the date of this proposal. Customer agrees that any payment not received by Sirius within thirty (30) days of the invoice date shall be subject to an annual interest charge of 12%, or the maximum allowed by law, whichever is less.



2. **Payment by Third Party Leasing Company.** If Customer enters into a lease agreement with a third party leasing company to finance the Order, Customer shall remain bound by these terms and conditions, except to the extent that the third party leasing company shall be obligated to pay the total purchase price of the Order. In the event the third party leasing company fails to make such payment, Customer shall make such payment, and Sirius shall convey title (where applicable) to Customer upon payment of the total purchase price of the Order.

3. **Freight Costs; Delivery.** Sirius will arrange for shipment and delivery of the Products listed in the applicable Order to the installation site. Unless specifically stated otherwise, Customer will be responsible for shipping and delivery charges. Risk of loss to the Products shall pass to Customer upon delivery at Customer's site.

4. **Title; Security Interest.** Title to each product (other than software) to be sold by Sirius hereunder shall pass to Customer upon delivery. Title to software is not being transferred and the right to use software included in the Order shall be governed by a separate license agreement between Customer and the software vendor.

5. **Returns.** No products (including Software) shall be returned to Sirius or software subscriptions cancelled by Customer without prior written approval from Sirius.

6. **Limited Warranties.** Sirius represents and warrants that, at the time each product is delivered, Sirius will be the lawful owner of such product (other than software products), free and clear from any liens and encumbrances, and will have full right, power and authority to transfer good and valid title to the same to Customer. Sirius, as the lawful/authorized reseller of the products being delivered to Customer, represents and warrants that such products will be accompanied by the applicable manufacturer's or software licensor's representations and warranties (either directly through the manufacturer/software licensor or as transferred by Sirius) in accordance with the manufacturer's/software licensor's policies. Customer agrees it is relying solely on the manufacturer's representations and warranties (except as expressly set forth above) and Sirius shall have no liability or obligations with respect to any manufacturers' representations and warranties, and any claims by Customer shall be made solely against the manufacturer.

Notwithstanding the foregoing, with respect to products that have been used and/or refurbished and therefore do not have any manufacturer's warranty, Sirius warrants that for a period of thirty (30) days immediately following the delivery of the products, such products will qualify for the manufacturer's maintenance agreement, if the products are both installed by the manufacturer and placed under the manufacturer's maintenance agreement prior to such installation within such thirty (30) day period; provided, that Customer's exclusive recourse for a breach of this warranty shall be either the repair or replacement of such refurbished equipment or a refund of the purchase price. After such thirty (30) day period, Customer assumes all liability for such products which are either defective or may be incomplete and Sirius will have no further liability or obligation with respect thereto.

As Sirius is not the manufacturer of the products listed on the Order, Customer waives any claim against Sirius based upon (i) any infringement or alleged infringement of any patent or other intellectual property rights with respect to any products sold hereunder or any software licensed by any third party or (ii) any indemnity claim or obligation made by another against Customer arising out of any such infringement or alleged infringement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SIRIUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING PRODUCTS, SOFTWARE AND/OR SERVICES OR OTHER ITEMS PROVIDED BY SIRIUS UNDER THE ORDER OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND SIRIUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. **Limitation of Liability.** IN NO EVENT WILL SIRIUS BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF OR DAMAGE TO DATA, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THE THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SIRIUS' LIABILITY ARISING FROM OR RELATED TO THE ORDER SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE TO SIRIUS HEREUNDER. THIS LIMITATION SHALL APPLY TO THE FULLEST EXTENT PROVIDED BY LAW, AND CUSTOMER AGREES TO RELEASE SIRIUS, ITS EMPLOYEES, AFFILIATES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY EXCEEDING THE LIMITS STATED IN THIS PROVISION, REGARDLESS OF THE REMEDY UNDER WHICH DAMAGES ARE SOUGHT AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

8. **Applicable Law.** The Order (including these Terms) and the rights and obligations of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws.

9. **Waiver of Jury Trial.** EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OF ANY NATURE WHATSOEVER THAT MAY ARISE BETWEEN THEM, INCLUDING, BUT NOT LIMITED TO, THOSE DISPUTES RELATING TO, OR INVOLVING IN ANY WAY, THE TRANSACTIONS BETWEEN THE PARTIES, THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE PROVISIONS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE NOTWITHSTANDING.

By execution of this Agreement, each of the parties hereto acknowledges and agrees that it has had an opportunity to consult with legal counsel and that he/she/it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by this Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

10. **General.** The Order (including these Terms) represents the entire and integrated agreement and understanding between the parties with respect to the attached Sirius proposal and supersedes all prior or contemporaneous understandings and agreements, whether written or oral. Neither party will be liable or deemed to be in default for any delay or failure to perform its obligations hereunder if such failure results directly or indirectly from any cause beyond its reasonable control. The Order may be executed in any number of counterparts, each of which when executed and delivered (which deliveries may be made by email or facsimile) shall be deemed

to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. No modification of these Terms, nor waiver of any rights hereunder, shall be valid unless in writing and signed by the party against whom the modification or waiver is sought to be enforced. The waiver of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. Neither the Order nor any of its rights or duties hereunder may be assigned or transferred by Customer, unless Sirius has consented to such assignment or transfer in writing. The Order does not and is not intended to confer any rights or remedies upon any person or entity other than the parties hereto. If any provision of these Terms are held by a court of competent jurisdiction to be contrary to law or otherwise invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.



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The provision of the maintenance services contained on this proposal will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider"), and may be subject to auto-renewal if so provided in the applicable terms and conditions. Sirius does not guarantee any rights of termination during the term of the maintenance services contained on this proposal or any renewal term, and all refund calculations are determined solely by the applicable Provider. In the event any or all of these maintenance services are terminated in accordance with the terms and conditions of the applicable Provider, Sirius will, at Customer's option, (1) pass through to Customer all applicable credits paid to Sirius by the applicable Provider, net any related costs, or (2) hold such applicable credits on account for future purchases by Customer. If the maintenance services contained on this proposal cover multiple hardware or software components, any discounts provided in this proposal may vary between such components, and all pricing information is confidential and proprietary information of the applicable Provider.

This Proposal is subject to the terms and conditions of the above referenced Agreement(s). Acceptance of this Proposal by an authorized representative of STATE OF NEVADA will be deemed the equivalent of a Client Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.



Accepted by:  
STATE OF NEVADA

Approved by:  
Sirius Computer Solutions, Inc.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

Ship to Address:

Bill to Address:

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Ship to contact(Name,Phone and Email) :

Bill to contact(Name,Phone and Email) :

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**IBM Credit LLC**

Schedule No: 036104

**Master Lease Agreement Schedule**

Page 1 of 2

Master Lease Agreement No: 067808063G

**Lessee Name and Address:**  
 STATE OF NEVADA  
 575 E THIRD ST  
 ENTERPRISE INFO TECH SERVICE  
 CARSON CITY NV 89701-4783

**Lessor Name and Address:**  
 IBM Credit LLC  
 7100 Highlands Parkway  
 Smyrna, GA 30082  
 igfnadoc@us.ibm.com

This Schedule to the above referenced Master Lease Agreement ("Master Agreement") is executed between STATE OF NEVADA ("Lessee") and IBM Credit LLC ("Lessor").

Payment Period: Monthly  
 Payment Type: Arrears  
 Validity Date: July 15, 2017  
 Payment Method: Cash or Check  
 Supplier: SIRIUS COMPUTER SOLUTIONS INC

Lease(s)										
Ref No.	Qty.	Product Description	Initial Payment Term (months)	Amount Funded (\$)	Rate/1000 of Amount Funded (\$)	Rent (\$)		Planned Commencement Month	End of Lease Purchase Option	
3	1	3952 F06 Tape Frame	48	14,280.65	20.2286	48 Payments of	288.88	August 2017	FMV	
4	1	3956 CSA TS7700 Cache Controller	48	44,592.22	20.2286	48 Payments of	902.04	August 2017	FMV	
5	2	3956 XSA TS7700 Cache Module	48	69,787.22	20.2409	48 Payments of	1,412.56	August 2017	FMV	
6	1	3957 VEC TS7700 Server	48	178,423.45	20.2286	48 Payments of	3,609.26	August 2017	FMV	
<b>TOTALS</b>				<b>307,083.54</b>		48 Payments of	<b>6,212.74</b>			

**SPECIAL TERMS AND CONDITIONS:**

The following shall apply to this entire transaction.

- For equipment, software and services not supplied by IBM, Lessor may pay fees to the supplier and/or other third-party firms for administrative services provided in connection with the transaction contemplated under this Agreement. Details are available upon request.
- The parties agree that i) any modifications to the terms and conditions contained herein are null and void unless specifically agreed in writing by both parties and ii) this Schedule must be fully executed and received by Lessor by the Validity Date listed above.

Lessee hereunder declares that it has read and understands and agrees to be bound to the terms and conditions of the agreements that govern this Schedule/Supplement (each a "Governing Agreement") and any amendments or addendum thereto as Lessee. The Governing Agreement, this Schedule and any applicable attachments or addenda are the complete and exclusive statement of the Parties with respect to the subject matter herein. The foregoing referenced documents supersede any prior oral or written communications between the Parties related to the transactions covered by this Schedule/Supplement. Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's exact legal name, and is true, accurate and complete in all respects. By signing below, both Parties agree to the terms of this Schedule/Supplement as it may be amended or modified.

IBM Credit LLC

Schedule No: 036104

Master Lease Agreement Schedule

Page 2 of 2

Agreed to:  
STATE OF NEVADA

By: [Signature]  
Authorized signature

Name (type or print): Jeff Haag

Title (type or print): Purchasing Administrator

Date: 6-29-2017

Agreed to:  
STATE OF NEVADA

By: \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Title (type or print): \_\_\_\_\_

Date: \_\_\_\_\_

Agreed to:  
STATE OF NEVADA

By: [Signature]  
Authorized signature

Name (type or print): Shannon Rahming

Title (type or print): CIO

Date: 6/30/17

Agreed to:  
IBM CREDIT LLC

By: [Signature]  
Authorized signature

Name (type or print): Kevin Demasthene

Title (type or print): Customer relationship representative

Date: 6-16-2017

Lessee's State of Organization: NV

Approved as to form:

[Signature]  
Jeffrey D. Mearucci  
Deputy Attorney General  
28 June '17

**IBM Credit LLC**  
**Certificate of Acceptance**

**Lessee/Borrower Name ("Client") and Address:**

STATE OF NEVADA  
575 E THIRD ST  
ENTERPRISE INFO TECH SERVICE  
CARSON CITY NV 89701-4763

**Lessor Name and Address:**

IBM Credit LLC  
7100 Highlands Parkway  
Smyrna, GA 30082  
igfnadoc@us.ibm.com

The Client certifies and agrees that the information contained in the following table(s) is correct and relates to item(s) leased or financed under the terms and conditions of the above referenced Schedule/Agreement with IBM Credit LLC.

**Client Reference:**

Payment Period: Monthly

Payment Type: Arrears

Lease(s)		
Qty.	Product Description	Initial Payment Term (months)
1	3952 F06 Tape Frame	48
1	3956 CSA TS7700 Cache Controller	48
2	3956 XSA TS7700 Cache Module	48
1	3957 VEC TS7700 Server	48

Client represents and certifies that the Item(s) listed in the above table(s) are in compliance with Client's specifications ("Accepted Item(s)"). Client hereby accepts the Accepted Item(s) listed in the above table(s) on the Acceptance Date and authorizes IBM Credit LLC to make payments to the Supplier(s) for the Supplier's Invoice(s) for the Accepted Item(s) and to commence the leasing or financing of these Accepted Item(s) under the Schedule/Agreement.

Since this Certificate of Acceptance ("COA") is being issued prior to Lessor's receipt of an invoice, Lessor, upon its receipt of this COA duly executed by Lessee and the Supplier's invoice, will either issue i) a confirmation document in order to confirm Lessor's acceptance of the COA or ii) an updated COA which requires Lessee's signature in order to confirm any changes. In order for IBM Credit LLC to make payment to your listed Suppliers, all Equipment must include serial number information. Accordingly, Client hereby authorizes IBM Credit LLC to complete or update any manufacturer serial number information for any Accepted Item(s) accepted, without Client's further action or consent.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement referenced in the Schedule listed above.

This COA may be sent to Client by IBM Credit LLC in soft copy format, such as a PDF file. Client represents and warrants that no changes have been made to the text of this COA, except for IBM Credit LLC authorized alterations to the Product Description (including without limitation, changes to any other information listed on the product information tables herein). If there are any conflicts between the version delivered by IBM Credit LLC to Client and the version delivered by Client to IBM Credit LLC, or if the Supplier's invoice does not match the information listed on the COA, IBM Credit LLC reserves the right not to accept the transaction and to send a replacement COA to Client. Any copy of this COA made by reliable means (for example photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

For the purposes of the transaction commencement provisions specified in the Agreement referenced in the Schedule listed above, Client hereby represents, warrants and certifies that as of the following date, Client has accepted the Accepted Item(s) listed in the product information tables herein:

\_\_\_\_\_ (MM/DD/YYYY) ("Acceptance Date" for Accepted Item(s))

**Agreed to:**  
**STATE OF NEVADA**

By: \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Title (type or print): \_\_\_\_\_

Date: \_\_\_\_\_

**Agreed to:**  
**STATE OF NEVADA**

By: \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Title (type or print): \_\_\_\_\_

Date: \_\_\_\_\_

**Agreed to:**  
**STATE OF NEVADA**

By: \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Title (type or print): \_\_\_\_\_

Date: \_\_\_\_\_





# SOLUTION PROPOSAL

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Prepared for:  
STATE OF NEVADA  
209 East Musser St. RM 304  
Carson City, NV 89701-4299

Prepared By:  
John Stransky  
Client Executive  
Phone: 702-612-3684  
Email: john.stransky@siriuscom.com

Quote Date: 06/14/17  
Expires: 08/16/2017  
State of Nevada - VEA to VEC Upgrade - PR173172.3 - 06.14.17  
Proposal #: PR173172.3

Sirius Computer Solutions, Inc.  
10100 Reunion Place, Suite 500  
San Antonio, TX 78216

All information provided in this proposal is the confidential and proprietary information of Sirius and may not be disclosed, disseminated, or otherwise revealed, in whole or in part, to any party outside of STATE OF NEVADA.



STATE OF NEVADA  
 209 East Musser St. RM 304  
 Carson City, NV 89701-4299

Sirius Computer Solutions, Inc.  
 10100 Reunion Place, Suite 500  
 San Antonio, TX 78216  
 www.siriuscom.com

Quote Date: 06/14/17  
 Expires: 08/16/2017  
 State of Nevada - VEA to VEC Upgrade - PR173172.3 - 06.14.17  
 Proposal #: PR173172.3

Client Executive:  
 John Stransky  
 Phone: 702-612-3684  
 Email:  
 john.stransky@siriuscom.com

Part #	Description	Qty	Ext. Sale Price
3952-HW	TAPE FRAME	1	
MAINTENANCE B			
3956-HW	TS7700 CACHE MODULE	1	
MAINTENANCE B			
3956-HW	TS7700 CACHE MODULE	1	
MAINTENANCE B			
3956-HW	TS7700 CACHE CONTROLLER	1	
MAINTENANCE B			
3957-HW	TS7700 SERVER	1	
MAINTENANCE B			
3957-SLSTOR	SL STOR ENTERPRISE TAPE SYS FULL	1	
ENTFL TP FL			
3952-F06	TAPE FRAME	1	
3952-F06-1903	DUAL POWER	1	
3952-F06-1904	REDUNDANT POWER	1	
3952-F06-2704	CONSOLE EXPANSION - 26 PORT	1	
3952-F06-2725	RACKMOUNT TS3000 SYSTEM CONSOLE	1	
3952-F06-2748	OPTICAL DRIVE	1	
3952-F06-5512	KVM	1	
3952-F06-5630	INSTALL - 3957-VEC	1	
3952-F06-5657	PLANT INSTALL - 3956-CSA	1	
3952-F06-5658	PLANT INSTALL - 3956-XSA	2	
3952-F06-5758	INTEGRATED CONTROL PATH	1	
3952-F06-7333	TS7700 ENCRYPTION CAPABLE BASE FRAME	1	
3952-F06-9954	NEMA L6-30 POWER CORD	1	
3956-CSA	TS7700 CACHE CONTROLLER	1	
3956-CSA-7117	48 TB SAS STORAGE	1	
3956-CSA-7404	ENCRYPTION	1	
3956-XSA	TS7700 CACHE MODULE	2	
3956-XSA-7117	48 TB SAS STORAGE	2	
3956-XSA-7404	ENCRYPTION	2	
3957-VEC	TS7700 SERVER	1	
3957-VEC-0201	9 MICRON LC/LC 31 METER	2	
3957-VEC-1036	1GB GRID DUAL PORT COPPER CONNECTION	2	
3957-VEC-3439	8GB FICON LONG WAVELENGTH ATTACHMENT	2	
3957-VEC-4015	GRID ENABLEMENT	1	
3957-VEC-5272	DISK ENCRYPT-INTERNAL KEY MGR	1	
	<b>Subtotal</b>		<b>\$307,083.54</b>

Subtotal: \$307,083.54

Shipping and Handling: \$0.00

Total: \$307,083.54

This proposal is valid if ordered on or before 06/04/2017.

Until Sirius receives and accepts a Purchase Order or this Purchase Authorization for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The Products contained on this Order may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay a partial payment of the total purchase price stated above for any such partial shipment of Products.

All of the information provided in this Proposal is considered confidential and proprietary between Sirius and STATE OF NEVADA. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of STATE OF NEVADA or any party within STATE OF NEVADA who is not privileged to receive such information.

**PURCHASE TERMS AND CONDITIONS**

1. Purchase Price; Payment; Taxes. Customer agrees to pay the total purchase price as shown on the attached Sirius proposal (the 'Order'), plus any applicable sales/use tax. These Purchase Terms and Conditions (the 'Terms') are explicitly made a part of the Order and are hereby incorporated therein by reference. Payment is due within thirty (30) days from the date of the invoice, unless alternative terms have been agreed upon between Sirius and the client prior to the date of this proposal. Customer agrees that any payment not received by Sirius within thirty (30) days of the invoice date shall be subject to an annual interest charge of 12%, or the maximum allowed by law, whichever is less.



2. **Payment by Third Party Leasing Company.** If Customer enters into a lease agreement with a third party leasing company to finance the Order, Customer shall remain bound by these terms and conditions, except to the extent that the third party leasing company shall be obligated to pay the total purchase price of the Order. In the event the third party leasing company fails to make such payment, Customer shall make such payment, and Sirius shall convey title (where applicable) to Customer upon payment of the total purchase price of the Order.

3. **Freight Costs; Delivery.** Sirius will arrange for shipment and delivery of the Products listed in the applicable Order to the installation site. Unless specifically stated otherwise, Customer will be responsible for shipping and delivery charges. Risk of loss to the Products shall pass to Customer upon delivery at Customer's site.

4. **Title; Security Interest.** Title to each product (other than software) to be sold by Sirius hereunder shall pass to Customer upon delivery. Title to software is not being transferred and the right to use software included in the Order shall be governed by a separate license agreement between Customer and the software vendor.

5. **Returns.** No products (including Software) shall be returned to Sirius or software subscriptions cancelled by Customer without prior written approval from Sirius.

6. **Limited Warranties.** Sirius represents and warrants that, at the time each product is delivered, Sirius will be the lawful owner of such product (other than software products), free and clear from any liens and encumbrances, and will have full right, power and authority to transfer good and valid title to the same to Customer. Sirius, as the lawful/authorized reseller of the products being delivered to Customer, represents and warrants that such products will be accompanied by the applicable manufacturer's or software licensor's representations and warranties (either directly through the manufacturer/software licensor or as transferred by Sirius) in accordance with the manufacturer's/software licensor's policies. Customer agrees it is relying solely on the manufacturer's representations and warranties (except as expressly set forth above) and Sirius shall have no liability or obligations with respect to any manufacturers' representations and warranties, and any claims by Customer shall be made solely against the manufacturer.

Notwithstanding the foregoing, with respect to products that have been used and/or refurbished and therefore do not have any manufacturer's warranty, Sirius warrants that for a period of thirty (30) days immediately following the delivery of the products, such products will qualify for the manufacturer's maintenance agreement, if the products are both installed by the manufacturer and placed under the manufacturer's maintenance agreement prior to such installation within such thirty (30) day period; provided, that Customer's exclusive recourse for a breach of this warranty shall be either the repair or replacement of such refurbished equipment or a refund of the purchase price. After such thirty (30) day period, Customer assumes all liability for such products which are either defective or may be incomplete and Sirius will have no further liability or obligation with respect thereto.

As Sirius is not the manufacturer of the products listed on the Order, Customer waives any claim against Sirius based upon (i) any infringement or alleged infringement of any patent or other intellectual property rights with respect to any products sold hereunder or any software licensed by any third party or (ii) any indemnity claim or obligation made by another against Customer arising out of any such infringement or alleged infringement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SIRIUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING PRODUCTS, SOFTWARE AND/OR SERVICES OR OTHER ITEMS PROVIDED BY SIRIUS UNDER THE ORDER OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND SIRIUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. **Limitation of Liability.** IN NO EVENT WILL SIRIUS BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF OR DAMAGE TO DATA, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SIRIUS' LIABILITY ARISING FROM OR RELATED TO THE ORDER SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE TO SIRIUS HEREUNDER. THIS LIMITATION SHALL APPLY TO THE FULLEST EXTENT PROVIDED BY LAW, AND CUSTOMER AGREES TO RELEASE SIRIUS, ITS EMPLOYEES, AFFILIATES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY EXCEEDING THE LIMITS STATED IN THIS PROVISION, REGARDLESS OF THE REMEDY UNDER WHICH DAMAGES ARE SOUGHT AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

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10. **General.** The Order (including these Terms) represents the entire and integrated agreement and understanding between the parties with respect to the attached Sirius proposal and supersedes all prior or contemporaneous understandings and agreements, whether written or oral. Neither party will be liable or deemed to be in default for any delay or failure to perform its obligations hereunder if such failure results directly or indirectly from any cause beyond its reasonable control. The Order may be executed in any number of counterparts, each of which when executed and delivered (which deliveries may be made by email or facsimile) shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. No modification of these Terms, nor waiver of any rights hereunder, shall be valid unless in writing and signed by the party against whom the modification or waiver is sought to be enforced. The waiver of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. Neither the Order nor any of its rights or duties hereunder may be assigned or transferred by Customer, unless Sirius has consented to such assignment or transfer in writing. The Order does not and is not intended to confer any rights or remedies upon any person or entity other than the parties hereto. If any provision of these Terms are held by a court of competent jurisdiction to be contrary to law or otherwise invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.



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---

Accepted by:  
STATE OF NEVADA

Approved by:  
Sirius Computer Solutions, Inc.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

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Date Signed

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Date Signed

Ship to Address:

Bill to Address:

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Ship to contact(Name,Phone and Email) :

Bill to contact(Name,Phone and Email) :

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State of Nevada  
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300  
Carson City, NV 89701



Brian Santolovo  
Governor

Patrick Cates  
Director

Jeffrey Haug  
Administrator

<b>Purchasing Use Only:</b>
Approval# <b>170102 C</b>

**SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM**

**ALL FIELDS ARE REQUIRED - INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY #170102 B\***

\* cross reference to #170102 B\*

<b>Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:</b>			
State Agency: <b>Enterprise IT Services</b>			
<b>1a</b>	<b>Contact Name and Title</b>	<b>Phone Number</b>	<b>Email Address</b>
	<b>Kathleen McLaughlin</b>	<b>(775) 684-4325</b>	<b>kfnclaus@admin.nv.gov</b>
	<b>Tom Wolf</b>	<b>(775) 684-4377</b>	<b>wolf@admin.nv.gov</b>

<b>Vendor Information:</b>	
<b>Identify Vendor:</b>	<b>IBM Global Financing (IBM) / Sirlus Computer Solutions</b>
<b>Contact Name:</b>	<b>Jelita Holmesly (IBM) / John Stransky (Sirlus)</b>
<b>1b</b>	<b>Address: PO Box 534151</b>
	<b>Telephone Number: (714) 270-3437</b>
	<b>Email Address: jelita@us.ibm.com / john.stransky@sirluscom.com</b>

<b>1c</b>		<b>Type of Waiver Requested - Check the appropriate type:</b>
<b>Sole or Single Source:</b>		<b>X</b>
<b>Professional Service Exemption:</b>		

<b>Contract Information:</b>			
<b>1d</b>	<b>Is this a new Contract?</b>	<b>Yes</b>	<b>No</b>
			<b>X</b>
	<b>Amendment:</b>	<b>#2</b>	
	<b>CETS:</b>	<b>#18409</b>	

<b>1e</b>					<b>Term:</b>
<b>One (1) Time Purchase:</b>					
<b>Contract:</b>	<b>Start Date:</b>	<b>Upon BOE approval, anticipated to be 08/05/2017</b>	<b>End Date:</b>	<b>06/30/2021</b>	

<b>1f</b>		<b>Funding:</b>
<b>State Appropriated:</b>		<b>X</b>
<b>Federal Funds:</b>		
<b>Grant Funds:</b>		
<b>Other (Explain):</b>		

<b>1g</b>	<b>Total Estimated Value of this Service Contract, Amendment or Purchase:</b>
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**\$320,737.50**

**2 Provide a description of work/services to be performed or commodity/good to be purchased:**  
**Mainframe disk storage array upgrade as part of end-of-life hardware replacement.**

**3 What are the unique features/qualifications required for this service or good that are not available from any other vendor:**  
**The IBM disk storage array is a core component of our current North and South Mainframe infrastructure, because of the complexity and configuration of the hardware, only Sirius can EFFECTIVELY complete the implementation services.**

**4 Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:**  
**To educate an outside vendor on the intricacies of the hardware configuration would be exhaustive and counterproductive to business, as well as a waste of resources to both EITS and the vendor.**

**5 Were alternative services or commodities evaluated? Check One. Yes:  No:**   
**a. If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.**  
**b. If not, why were alternatives not evaluated?**  
**Over the last four years, we have built a disk array infrastructure. This purchase is upgrading the hardware and software to keep it fully supported and current.**

**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:  No:

**a. If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:**

Term Start and End Dates		Value	Short Description	Type of Procurement (RFP#, RFQ#, Waiver #)
3/2017	8/2017	\$91,035.77	New MLA #067808063G Amend #1	Waiver #170102
9/2014	3/2018	\$605,747.84	MLA #6403000 Amend #1	Waiver #130806B
8/2013	7/2017	\$736,970.27	MLA #640300 w/ Order #1	Waiver #130806

8/20/17	6/20/21	\$ 614,167.08	Amend # 2 (NEW MLA # 067808634)	Waiver # 170108 B
		\$		

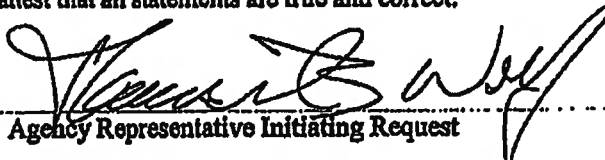
	<b>What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?</b>
7	<i>This equipment was withdrawn from marketing on June 1, 2016. Though an end of service date has not been announced for this hardware, standard industry practice is to declare end of service for hardware approximately 12 months after market withdrawal. Any delay in purchasing would put the entire Mainframe infrastructure at risk for an enterprise-wide cataclysmic failure if the upgrade is not completed prior to its end of life.</i>

	<b>What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?</b>
8	<i>When Sirius provides the proposal for the hardware costs and Scope of Work, the pricing is based in consideration that they would complete the entire project. Pricing was negotiated to a level that was lower than State Government standard pricing, and "unhooking" the SOW for another vendor to take on another portion of the project is unnecessary work and project management complexity across multiple vendors.</i>

	<b>Will this purchase obligate the State to this vendor for future purchases? <u>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u></b>	Yes:	X	No:	
9	<b>a. If yes, please provide details regarding future obligations or needs.</b> <i>The State will be obligated to purchase future upgrade equipment from IBM to replace existing equipment, as support will eventually expire. Additionally, the directive for acquiring this type of equipment has been to process via an operating lease.</i>				



By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

  
Agency Representative Initiating Request

Thomas B Wolf  
Print Name of Agency Representative Initiating Request 6/29/17  
Date

  
Signature of Agency Head Authorizing Request

Shan Rahmy  
Print Name of Agency Head Authorizing Request 6/29/17  
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 233.400. 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 6-30-2017  
Date

\* Cross Reference Waiver # 170102 B - 2 waivers, 1 contract \*

ADAM PAUL LAXALT  
*Attorney General*



STATE OF NEVADA  
OFFICE OF THE ATTORNEY GENERAL  
100 North Carson Street  
Carson City, Nevada 89701

WESLEY K. DUNCAN  
*First Assistant Attorney General*  
NICHOLAS A. TRUTANICH  
*Chief of Staff*  
KETAN D. BHIRUD  
*General Counsel*

June 28, 2017

*Sent via Inter-Office Mail*

Shannon Rahming, Chief Information Officer  
Division of Enterprise Information Technology Services  
Department of Administration  
100 N. Stewart Street, Suite 100  
Carson City, NV 89701

**Re: Term Lease Master Agreement (067808063G) between IBM Credit, LLC and State of Nevada, Division of Enterprise Information Technology Services and Master Lease Agreement Schedules Nos. 036131 and 036133**

Dear Ms. Rahming:

In connection with the Term Lease Master Agreement No. 067808063G between State of Nevada, Division of Enterprise Information Technology Services, Department of Administration, as Lessee, and IBM Credit LLC as Lessor, together with its Addenda and the above referenced Master Lease Agreement Schedules (the "Agreement"), I have examined the law and such other papers necessary to render the following opinion:

1. Lessee is a Division of the Department of Administration of the State of Nevada, as described under Chapter 242 of the Nevada Revised Statutes, and is a state or political subdivision of a State within the meaning of Section 103 of the Internal Revenue Code of 1986.
2. Lessee has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder.

3. The authorization and approval of the Agreement, the execution thereof, and the transactions contemplated thereby have been conducted in accordance with all applicable laws.
4. The Agreement has been duly executed and delivered by Lessee and when the signature page relative to this Supplement and Addendum has been fully executed, it will constitute a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by (i) any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, (ii) laws or rules applicable the State, municipalities, or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, including, but not limited to, limits resulting from sovereign immunity, and (iii) the exercise of judicial discretion in appropriate cases.
5. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our actual knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security of the Agreement.

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...

...

Shannon Rahming  
Page 3  
June 28, 2017

This Office expresses no opinion with respect to the laws of any jurisdiction other than the internal laws of the State of Nevada. Our opinion is based upon such laws as are in effect on the date of this opinion letter, and we expressly disclaim any undertaking to advise you of any subsequent changes in law.

Respectfully Yours,

By:   
Jeffrey D. Menicucci  
Deputy Attorney General  
Ph.: (775) 684-1214  
Email: [Jmenicucci@ag.nv.gov](mailto:Jmenicucci@ag.nv.gov)

JDM/aej

cc: Jeffrey Haag, Administrator, Division of Purchasing  
IBM Credit, LLC

---

**IBM Credit LLC**  
**Master Lease Agreement Schedule**

Schedule No: 036131

Page 1 of 2

Master Lease Agreement No: 067808063G

**Lessee Name and Address:**  
 STATE OF NEVADA  
 575 E THIRD ST  
 ENTERPRISE INFO TECH SERVICE  
 CARSON CITY NV 89701-4763

**Lessor Name and Address:**  
 IBM Credit LLC  
 7100 Highlands Parkway  
 Smyrna, GA 30082  
 igfnadoc@us.ibm.com

This Schedule to the above referenced Master Lease Agreement ("Master Agreement") is executed between STATE OF NEVADA ("Lessee") and IBM Credit LLC ("Lessor").

Payment Period: Monthly  
 Payment Type: Arrears  
 Validity Date: July 15, 2017  
 Payment Method: Cash or Check  
 Supplier: SIRIUS COMPUTER SOLUTIONS INC

Lease(s)									
Ref No.	Qty.	Product Description	Initial Payment Term (months)	Amount Funded (\$)	Rate/1000 of Amount Funded (\$)	Rent (\$)		Planned Commencement Month	End of Lease Purchase Option
3	1	2834 984 DS8884	48	160,368.75	0.0000 21.5836	2 Payments of	0.00	August 2017	FMV
						46 Payments of	3,461.33		
<b>TOTALS</b>				<b>160,368.75</b>		2 Payments of	<b>0.00</b>		
						46 Payments of	<b>3,461.33</b>		

**SPECIAL TERMS AND CONDITIONS:**

The following shall apply to this entire transaction.

- For equipment, software and services not supplied by IBM, Lessor may pay fees to the supplier and/or other third-party firms for administrative services provided in connection with the transaction contemplated under this Agreement. Details are available upon request.
- The parties agree that i) any modifications to the terms and conditions contained herein are null and void unless specifically agreed in writing by both parties and ii) this Schedule must be fully executed and received by Lessor by the Validity Date listed above.

Lessee hereunder declares that it has read and understands and agrees to be bound to the terms and conditions of the agreements that govern this Schedule/Supplement (each a "Governing Agreement") and any amendments or addendum thereto as Lessee. The Governing Agreement, this Schedule and any applicable attachments or addenda are the complete and exclusive statement of the Parties with respect to the subject matter herein. The foregoing referenced documents supersede any prior oral or written communications between the Parties related to the transactions covered by this Schedule/Supplement. Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's exact legal name, and is true, accurate and complete in all respects. By signing below, both Parties agree to the terms of this Schedule/Supplement as it may be amended or modified.

IBM Credit LLC

Master Lease Agreement Schedule

Schedule No: 036131

Page 2 of 2

Agreed to:  
STATE OF NEVADA

By: [Signature]  
Authorized signature

Name (type or print): Jeff Haag

Title (type or print): Purchasing Administrator

Date: 6-29-2017

Agreed to:  
STATE OF NEVADA

By: \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Title (type or print): \_\_\_\_\_

Date: \_\_\_\_\_

Agreed to:  
STATE OF NEVADA

By: [Signature]  
Authorized signature

Name (type or print): Shannon Rahming

Title (type or print): CIO

Date: 6/30/17

Agreed to:  
IBM CREDIT LLC

By: [Signature]  
Authorized signature

Name (type or print): Kevin Demesthene

Title (type or print): Customer relationship representative

Date: 6-16-2017

Lessee's State of Organization: NV

Approved as to form:  
[Signature]  
Jeffrey D. Menicucci  
Deputy Attorney General  
28 June 17

**Lessee/Borrower Name ("Client") and Address:**

STATE OF NEVADA  
 575 E THIRD ST  
 ENTERPRISE INFO TECH SERVICE  
 CARSON CITY NV 89701-4763

**Lessor Name and Address:**

IBM Credit LLC  
 7100 Highlands Parkway  
 Smyrna, GA 30082  
 igfnadoc@us.ibm.com

The Client certifies and agrees that the information contained in the following table(s) is correct and relates to item(s) leased or financed under the terms and conditions of the above referenced Schedule/Agreement with IBM Credit LLC.

**Client Reference:**

Payment Period: Monthly

Payment Type: Arrears

Lease(s)		
Qty.	Product Description	Initial Payment Term (months)
1	2834 984 DS8884	48

*"Agency only" required to sign once all equip. has been received.*

Client represents and certifies that the item(s) listed in the above table(s) are in compliance with the terms and conditions of the Schedule/Agreement. Client hereby accepts the Accepted Item(s) listed in the above table(s) on the Acceptance Date and authorizes IBM Credit LLC to make payments to the Supplier(s) for the Supplier's Invoice(s) for the Accepted Item(s) and to commence the leasing or financing of these Accepted Item(s) under the Schedule/Agreement.

Since this Certificate of Acceptance ("COA") is being issued prior to Lessor's receipt of an invoice, Lessor, upon its receipt of this COA duly executed by Lessee and the Supplier's invoice, will either issue i) a confirmation document in order to confirm Lessor's acceptance of the COA or ii) an updated COA which requires Lessee's signature in order to confirm any changes. In order for IBM Credit LLC to make payment to your listed Suppliers, all Equipment must include serial number information. Accordingly, Client hereby authorizes IBM Credit LLC to complete or update any manufacturer serial number information for any Accepted Item(s) accepted, without Client's further action or consent.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement referenced in the Schedule listed above.

This COA may be sent to Client by IBM Credit LLC in soft copy format, such as a PDF file. Client represents and warrants that no changes have been made to the text of this COA, except for IBM Credit LLC authorized alterations to the Product Description (including without limitation, changes to any other information listed on the product information tables herein). If there are any conflicts between the version delivered by IBM Credit LLC to Client and the version delivered by Client to IBM Credit LLC, or if the Supplier's invoice does not match the information listed on the COA, IBM Credit LLC reserves the right not to accept the transaction and to send a replacement COA to Client. Any copy of this COA made by reliable means (for example photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

**IBM Credit LLC**  
**Certificate of Acceptance**

For the purposes of the transaction commencement provisions specified in the Agreement referenced in the Schedule listed above, Client hereby represents, warrants and certifies that as of the following date, Client has accepted the Accepted Item(s) listed in the product information tables herein:

\_\_\_\_\_ (MM/DD/YYYY) ("Acceptance Date" for Accepted Item(s))

**Agreed to:**  
**STATE OF NEVADA**

By: \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Title (type or print): \_\_\_\_\_

Date: \_\_\_\_\_

**Agreed to:**  
**STATE OF NEVADA**

By: \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Title (type or print): \_\_\_\_\_

Date: \_\_\_\_\_

**Agreed to:**  
**STATE OF NEVADA**

By: \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Title (type or print): \_\_\_\_\_

Date: \_\_\_\_\_



**IBM Credit LLC**  
**Master Lease Agreement Schedule**

Schedule No: 036133

Page 1 of 2

Master Lease Agreement No: 067808063G

**Lessee Name and Address:**

STATE OF NEVADA  
 4495 E SAHARA AVE  
 INFO SYS DIV  
 LAS VEGAS NV 89104-6333

**Lessor Name and Address:**

IBM Credit LLC  
 7100 Highlands Parkway  
 Smyrna, GA 30082  
 igfnadoc@us.ibm.com

This Schedule to the above referenced Master Lease Agreement ("Master Agreement") is executed between STATE OF NEVADA ("Lessee") and IBM Credit LLC ("Lessor").

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 Payment Type: Arrears  
 Validity Date: July 15, 2017  
 Payment Method: Cash or Check  
 Supplier: SIRIUS COMPUTER SOLUTIONS INC

Lease(s)									
Ref No.	Qty.	Product Description	Initial Payment Term (months)	Amount Funded (\$)	Rate/1000 of Amount Funded (\$)	Rent (\$)		Planned Commencement Month	End of Lease Purchase Option
3	1	2834 984 DS8884	48	160,368.75	0.0000 21.5836	2 Payments of	0.00	August 2017	FMV
						46 Payments of	3,461.33		
<b>TOTALS</b>				<b>160,368.75</b>		2 Payments of	0.00		
						46 Payments of	3,461.33		

**SPECIAL TERMS AND CONDITIONS:**

The following shall apply to this entire transaction.

- For equipment, software and services not supplied by IBM, Lessor may pay fees to the supplier and/or other third-party firms for administrative services provided in connection with the transaction contemplated under this Agreement. Details are available upon request.
- The parties agree that i) any modifications to the terms and conditions contained herein are null and void unless specifically agreed in writing by both parties and ii) this Schedule must be fully executed and received by Lessor by the Validity Date listed above.

Lessee hereunder declares that it has read and understands and agrees to be bound to the terms and conditions of the agreements that govern this Schedule/Supplement (each a "Governing Agreement") and any amendments or addendum thereto as Lessee. The Governing Agreement, this Schedule and any applicable attachments or addenda are the complete and exclusive statement of the Parties with respect to the subject matter herein. The foregoing referenced documents supersede any prior oral or written communications between the Parties related to the transactions covered by this Schedule/Supplement. Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's exact legal name, and is true, accurate and complete in all respects. By signing below, both Parties agree to the terms of this Schedule/Supplement as it may be amended or modified.

**IBM Credit LLC  
Master Lease Agreement Schedule**

Schedule No: 036133

Page 2 of 2

Agreed to:  
STATE OF NEVADA

By: [Signature]  
Authorized signature

Name (type or print): Jeff Haag

Title (type or print): Purchasing Administrator

Date: 6-29-2017

Agreed to:  
STATE OF NEVADA

By: \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Title (type or print): \_\_\_\_\_

Date: \_\_\_\_\_

Agreed to:  
STATE OF NEVADA

By: [Signature]  
Authorized signature

Name (type or print): Shannon Rahming

Title (type or print): CIO

Date: 6/30/17

Agreed to:  
IBM CREDIT LLC

By: [Signature]  
Authorized signature

Name (type or print): Kevin Demosthene

Title (type or print): Customer relationship representative

Date: 6-16-2017

Lessee's State of Organization: NV

Approved as to form:  
[Signature]  
Jeffrey D. Menzucci  
Deputy Attorney General  
28 June 17

**IBM Credit LLC**  
**Certificate of Acceptance**

**Lessee/Borrower Name ("Client") and Address:**

STATE OF NEVADA  
 4495 E SAHARA AVE  
 INFO SYS DIV  
 LAS VEGAS NV 89104-6333

**Lessor Name and Address:**

IBM Credit LLC  
 7100 Highlands Parkway  
 Smyrna, GA 30082  
 igfnadoc@us.ibm.com

The Client certifies and agrees that the information contained in the following table(s) is correct and relates to item(s) leased or financed under the terms and conditions of the above referenced Schedule/Agreement with IBM Credit LLC.

**Client Reference:**

Payment Period: Monthly

Payment Type: Arrears

Lease(s)		
Qty.	Product Description	Initial Payment Term (months)
1	2834 984 DS8884	48

Client represents and certifies that the item(s) listed in the above table(s) are in compliance with Client's specifications ("Accepted Item(s)"). Client hereby accepts the Accepted Item(s) listed in the above table(s) on the Acceptance Date and authorizes IBM Credit LLC to make payments to the Supplier(s) for the Supplier's invoice(s) for the Accepted Item(s) and to commence the leasing or financing of these Accepted Item(s) under the Schedule/Agreement.

Since this Certificate of Acceptance ("COA") is being issued prior to Lessor's receipt of an invoice, Lessor, upon its receipt of this COA duly executed by Lessee and the Supplier's invoice, will either issue i) a confirmation document in order to confirm Lessor's acceptance of the COA or ii) an updated COA which requires Lessee's signature in order to confirm any changes. In order for IBM Credit LLC to make payment to your listed Suppliers, all Equipment must include serial number information. Accordingly, Client hereby authorizes IBM Credit LLC to complete or update any manufacturer serial number information for any Accepted Item(s) accepted, without Client's further action or consent.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement referenced in the Schedule listed above.

This COA may be sent to Client by IBM Credit LLC in soft copy format, such as a PDF file. Client represents and warrants that no changes have been made to the text of this COA, except for IBM Credit LLC authorized alterations to the Product Description (including without limitation, changes to any other information listed on the product information tables herein). If there are any conflicts between the version delivered by IBM Credit LLC to Client and the version delivered by Client to IBM Credit LLC, or if the Supplier's invoice does not match the information listed on the COA, IBM Credit LLC reserves the right not to accept the transaction and to send a replacement COA to Client. Any copy of this COA made by reliable means (for example photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

**IBM Credit LLC**  
**Certificate of Acceptance**

For the purposes of the transaction commencement provisions specified in the Agreement referenced in the Schedule listed above, Client hereby represents, warrants and certifies that as of the following date, Client has accepted the Accepted Item(s) listed in the product information tables herein:

\_\_\_\_\_ (MM/DD/YYYY) ("Acceptance Date" for Accepted Item(s))

**Agreed to:**  
**STATE OF NEVADA**

By: \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Title (type or print): \_\_\_\_\_

Date: \_\_\_\_\_

**Agreed to:**  
**STATE OF NEVADA**

By: \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Title (type or print): \_\_\_\_\_

Date: \_\_\_\_\_

**Agreed to:**  
**STATE OF NEVADA**

By: \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Title (type or print): \_\_\_\_\_

Date: \_\_\_\_\_



# SOLUTION PROPOSAL

---

Prepared for:  
STATE OF NEVADA  
209 East Musser St. RM 304  
Carson City, NV 89701-4299

Prepared By:  
John Stransky  
Client Executive  
Phone: (702) 612-3684  
Email: john.stransky@siriuscom.com

Quote Date: 06/14/17  
Expires: 08/31/2017  
State of Nevada - SoN EITS - **DS8884** Refresh of DS8870s - PR205403.1 - 06.14.17  
Proposal #: PR205403.1

Sirius Computer Solutions, Inc.  
10100 Reunion Place, Suite 500  
San Antonio, TX 78216

All information provided in this proposal is the confidential and proprietary information of Sirius and may not be disclosed, disseminated, or otherwise revealed, in whole or in part, to any party outside of STATE OF NEVADA.



STATE OF NEVADA  
209 East Musser St. RM 304  
Carson City, NV 89701-4299

Sirius Computer Solutions, Inc.  
10100 Reunion Place, Suite 500  
San Antonio, TX 78216  
www.siriuscom.com

Quote Date: 06/14/17  
Expires: 08/31/2017  
State of Nevada - SoN EITS - DS8884 Refresh of DS8870s - PR205403.1 - 06.14.17  
Proposal #: PR205403.1

Client Executive:  
John Stransky  
Phone: (702) 612-3684  
Email:  
john.stransky@siriuscom.com

Part #	Description	Qty	Ext. Sale Price
<b>Carson City</b>			
2834-984	DS8884	1	
2834-984-1050	SINGLE PHASE DC-UPS	2	
2834-984-1062	SPPCORD,200-240V60A,3PINCNT	1	
2834-984-1140	MGMT CONSOLE - PRIMARY	1	
2834-984-1150	MGMT CONSOLE - SECONDARY	1	
2834-984-1242	HD STD ENCLOSURE INDICATOR	2	
2834-984-1261	BC DISK DRIVE CABLE GROUP A	1	
2834-984-1303	I O ENCLOSURE PAIR PCIE 3	1	
2834-984-1882	DS8000 LMC R8.2	1	
2834-984-2999	2.5 DISK ENCLOSURE FILLER SET	2	
2834-984-3053	DEVICE ADAPTER PAIR I	1	
2834-984-3253	8GB 4 PORT LW FCP FICON ADPT	2	
2834-984-4223	64 GB PROCESSOR MEMORY	1	
2834-984-5708	600 GB 10K DRIVE SET	4	
2834-984-AGAA	SHIPPING AND HANDLING 984	1	
2839-LF8	DS8000 SERIES FUNCTION AUTHORIZATION	1	
2839-LF8-8151	BF - UP TO 100 TB CAPACITY	4	
2839-LF8-8251	CS - UP TO 100 TB CAPACITY	4	
2839-LF8-8351	ZSS - UP TO 100 TB CAPACITY	4	
	<b>Carson City Subtotal</b>		<b>\$160,368.75</b>
<b>Las Vegas</b>			
2834-984	DS8884	1	
2834-984-1050	SINGLE PHASE DC-UPS	2	
2834-984-1062	SPPCORD,200-240V60A,3PINCNT	1	
2834-984-1140	MGMT CONSOLE - PRIMARY	1	
2834-984-1150	MGMT CONSOLE - SECONDARY	1	
2834-984-1242	HD STD ENCLOSURE INDICATOR	2	
2834-984-1261	BC DISK DRIVE CABLE GROUP A	1	
2834-984-1303	I O ENCLOSURE PAIR PCIE 3	1	
2834-984-1882	DS8000 LMC R8.2	1	
2834-984-2999	2.5 DISK ENCLOSURE FILLER SET	2	
2834-984-3053	DEVICE ADAPTER PAIR I	1	
2834-984-3253	8GB 4 PORT LW FCP FICON ADPT	2	
2834-984-4223	64 GB PROCESSOR MEMORY	1	
2834-984-5708	600 GB 10K DRIVE SET	4	
2834-984-AGAA	SHIPPING AND HANDLING 984	1	
2839-LF8	DS8000 SERIES FUNCTION AUTHORIZATION	1	
2839-LF8-8151	BF - UP TO 100 TB CAPACITY	4	
2839-LF8-8251	CS - UP TO 100 TB CAPACITY	4	
2839-LF8-8351	ZSS - UP TO 100 TB CAPACITY	4	
	<b>Las Vegas Subtotal</b>		<b>\$160,368.75</b>

**Subtotal: \$320,737.50**

**Shipping and Handling: \$0.00**

**Total: \$320,737.50**

Unless otherwise noted, the price stated herein does not include applicable taxes, which may be added at the time of invoice. The price stated above for shipping and handling is subject to change in the event Customer requests expedited shipping, whether such request is made before or after acceptance of this Purchase Authorization by Customer.

This proposal is valid if ordered on or before 08/31/2017.

Until Sirius receives and accepts a Purchase Order or this Purchase Authorization for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The Products contained on this Order may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay a partial payment of the total purchase price stated above for any such partial shipment of Products.

All of the information provided in this Proposal is considered confidential and proprietary between Sirius and STATE OF NEVADA. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of STATE OF NEVADA or any party within STATE OF NEVADA who is not privileged to receive such information.



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## PURCHASE TERMS AND CONDITIONS

1. **Purchase Price; Payment; Taxes.** Customer agrees to pay the total purchase price as shown on the attached Sirius proposal (the 'Order'), plus any applicable sales/use tax. These Purchase Terms and Conditions (the 'Terms') are explicitly made a part of the Order and are hereby incorporated therein by reference. Payment is due within thirty (30) days from the date of the invoice, unless alternative terms have been agreed upon between Sirius and the client prior to the date of this proposal. Customer agrees that any payment not received by Sirius within thirty (30) days of the invoice date shall be subject to an annual interest charge of 12%, or the maximum allowed by law, whichever is less.

2. **Payment by Third Party Leasing Company.** If Customer enters into a lease agreement with a third party leasing company to finance the Order, Customer shall remain bound by these terms and conditions, except to the extent that the third party leasing company shall be obligated to pay the total purchase price of the Order. In the event the third party leasing company fails to make such payment, Customer shall make such payment, and Sirius shall convey title (where applicable) to Customer upon payment of the total purchase price of the Order.

3. **Freight Costs; Delivery.** Sirius will arrange for shipment and delivery of the Products listed in the applicable Order to the installation site. Unless specifically stated otherwise, Customer will be responsible for shipping and delivery charges. Risk of loss to the Products shall pass to Customer upon delivery at Customer's site.

4. **Title; Security Interest.** Title to each product (other than software) to be sold by Sirius hereunder shall pass to Customer upon delivery. Title to software is not being transferred and the right to use software included in the Order shall be governed by a separate license agreement between Customer and the software vendor.

5. **Returns.** No products (including Software) shall be returned to Sirius or software subscriptions cancelled by Customer without prior written approval from Sirius.

6. **Limited Warranties.** Sirius represents and warrants that, at the time each product is delivered, Sirius will be the lawful owner of such product (other than software products), free and clear from any liens and encumbrances, and will have full right, power and authority to transfer good and valid title to the same to Customer. Sirius, as the lawful/authorized reseller of the products being delivered to Customer, represents and warrants that such products will be accompanied by the applicable manufacturer's or software licensor's representations and warranties (either directly through the manufacturer/software licensor or as transferred by Sirius) in accordance with the manufacturer's/software licensor's policies. Customer agrees it is relying solely on the manufacturer's representations and warranties (except as expressly set forth above) and Sirius shall have no liability or obligations with respect to any manufacturers' representations and warranties, and any claims by Customer shall be made solely against the manufacturer.

Notwithstanding the foregoing, with respect to products that have been used and/or refurbished and therefore do not have any manufacturer's warranty, Sirius warrants that for a period of thirty (30) days immediately following the delivery of the products, such products will qualify for the manufacturer's maintenance agreement, if the products are both installed by the manufacturer and placed under the manufacturer's maintenance agreement prior to such installation within such thirty (30) day period; provided, that Customer's exclusive recourse for a breach of this warranty shall be either the repair or replacement of such refurbished equipment or a refund of the purchase price. After such thirty (30) day period, Customer assumes all liability for such products which are either defective or may be incomplete and Sirius will have no further liability or obligation with respect thereto.

As Sirius is not the manufacturer of the products listed on the Order, Customer waives any claim against Sirius based upon (i) any infringement or alleged infringement of any patent or other intellectual property rights with respect to any products sold hereunder or any software licensed by any third party or (ii) any indemnity claim or obligation made by another against Customer arising out of any such infringement or alleged infringement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SIRIUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING PRODUCTS, SOFTWARE AND/OR SERVICES OR OTHER ITEMS PROVIDED BY SIRIUS UNDER THE ORDER OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND SIRIUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. **Limitation of Liability.** IN NO EVENT WILL SIRIUS BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF OR DAMAGE TO DATA, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SIRIUS' LIABILITY ARISING FROM OR RELATED TO THE ORDER SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE TO SIRIUS HEREUNDER. THIS LIMITATION SHALL APPLY TO THE FULLEST EXTENT PROVIDED BY LAW, AND CUSTOMER AGREES TO RELEASE SIRIUS, ITS EMPLOYEES, AFFILIATES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY EXCEEDING THE LIMITS STATED IN THIS PROVISION, REGARDLESS OF THE REMEDY UNDER WHICH DAMAGES ARE SOUGHT AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

8. **Applicable Law.** The Order (including these Terms) and the rights and obligations of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws.



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9. **Waiver of Jury Trial.** EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OF ANY NATURE WHATSOEVER THAT MAY ARISE BETWEEN THEM, INCLUDING, BUT NOT LIMITED TO, THOSE DISPUTES RELATING TO, OR INVOLVING IN ANY WAY, THE TRANSACTIONS BETWEEN THE PARTIES, THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE PROVISIONS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE NOTWITHSTANDING. By execution of this Agreement, each of the parties hereto acknowledges and agrees that it has had an opportunity to consult with legal counsel and that he/she/it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by this Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

10. **General.** The Order (including these Terms) represents the entire and integrated agreement and understanding between the parties with respect to the attached Sirius proposal and supersedes all prior or contemporaneous understandings and agreements, whether written or oral. Neither party will be liable or deemed to be in default for any delay or failure to perform its obligations hereunder if such failure results directly or indirectly from any cause beyond its reasonable control. The Order may be executed in any number of counterparts, each of which when executed and delivered (which deliveries may be made by email or facsimile) shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. No modification of these Terms, nor waiver of any rights hereunder, shall be valid unless in writing and signed by the party against whom the modification or waiver is sought to be enforced. The waiver of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. Neither the Order nor any of its rights or duties hereunder may be assigned or transferred by Customer, unless Sirius has consented to such assignment or transfer in writing. The Order does not and is not intended to confer any rights or remedies upon any person or entity other than the parties hereto. If any provision of these Terms are held by a court of competent jurisdiction to be contrary to law or otherwise invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

This Proposal is subject to the terms and conditions of the above referenced Agreement(s). Acceptance of this Proposal by an authorized representative of STATE OF NEVADA will be deemed the equivalent of a Client Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.





Accepted by:  
STATE OF NEVADA

Approved by:  
Sirius Computer Solutions, Inc.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

Ship to Address:

Bill to Address:

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\_\_\_\_\_  
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Ship to contact(Name,Phone and Email) :

Bill to contact(Name,Phone and Email) :

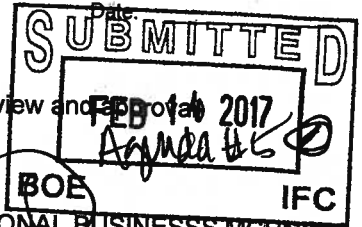
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**EXHIBIT A**  
**ORIGINAL MASTER LEASE AGREEMENT**  
**#067808063G**

### CONTRACT SUMMARY

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



#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18409**

Agency Name: **ADMIN - ENTERPRISE IT SERVICES**  
 Agency Code: **180**  
 Appropriation Unit: **1385-27**  
 Is budget authority available?: **Yes**  
 If "No" please explain: **Not Applicable**

Legal Entity Name: **INTERNATIONAL BUSINESS MCHNS**  
 Contractor Name: **INTERNATIONAL BUSINESS MCHNS**  
 Address: **CORP DBA IBM CORPORATION  
 PO BOX 534151 LOCKBOX 534151**  
 City/State/Zip: **ATLANTA, GA 30353-4151**  
 Contact/Phone: **Jelita Holmesly 714/270-3437**  
 Vendor No.: **PUR0000395E**  
 NV Business ID: **NV20031004664**  
**2017-2018**

To what State Fiscal Year(s) will the contract be charged?

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

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

Agency Reference #: **2338051**

# RECEIVED

## JAN 25 2017

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

2. Contract start date:

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

Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**



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

Contract term: **210 days**

4. Type of contract: **Lease/Purchase Agreement**

Contract description: **Mainframe Storage**

5. Purpose of contract: **master lease agreement**

**This is a new lease to provide IBM Mainframe Storage Equipment required to upgrade/replace existing storage that cannot perform parallel access volumes or encryption of data at rest. This operating lease is for the installation of a disk subsystem capacity upgrade to the IBM DS8870 equipment located at the Carson City Facility.**

#### 6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$91,035.77**

Payment for services will be made at the rate of \$13,005.11 per month, for 7 months

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**The current equipment will not fulfill the requirements of the IRS audit of Health and Human Services which requires that all data leaving the State IBM mainframe via Wide Area Network (WAN) or Local Area Network (LAN) be encrypted by October 1, 2013, a deadline established by Obama Healthcare for data at rest to be stored.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Lack of expertise.**

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: Sole Source Contract (As Approved by Chief of Purchasing,  
 Approval #: 170102  
 Approval Date: 01/25/2017

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

WSCA contract terms have been competitively bid and the operating lease terms are better than the contract WSCA prices, the competitive bid is not necessary.

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:

2013 to current, DOA - Enterprise IT Services, satisfactory

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
 Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

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	01/25/2017 09:39:30 AM
Division Approval	amarangi	01/25/2017 09:39:32 AM
Department Approval	amarangi	01/25/2017 09:39:34 AM
Contract Manager Approval	amarangi	01/25/2017 09:39:37 AM
DoIT Approval	Pending	
Budget Analyst Approval	Pending	
BOE Agenda Approval	Pending	
BOE Final Approval	Pending	

ADAM PAUL LAXALT  
*Attorney General*



WESLEY K. DUNCAN  
*First Assistant Attorney General*

NICHOLAS A. TRUTANICH  
*First Assistant Attorney General*

STATE OF NEVADA  
OFFICE OF THE ATTORNEY GENERAL

100 North Carson Street  
Carson City, Nevada 89701

January 25, 2017

*Sent via Inter-Office Mail*

Shannon Rahming, Chief Information Officer  
Division of Enterprise Information Technology Services  
Department of Administration  
100 N. Stewart Street, Suite 100  
Carson City, NV 89701

**Re: Term Lease Master Agreement (067808063G) between IBM Credit, LLC and State of Nevada, Division of Enterprise Information Technology Services and Master Lease Agreement Schedule No.030332**

Dear Ms. Rahming:

In connection with the Term Lease Master Agreement No. 640300 between State of Nevada, Division of Enterprise Information Technology Services, Department of Administration, as Lessee, and IBM Credit LLC as Lessor, together with its Addenda and the above referenced Master Lease Agreement Schedule (the "Agreement"), I have examined the law and such other papers necessary to render the following opinion:

1. Lessee is a Division of the Department of Administration of the State of Nevada, as described under Chapter 242 of the Nevada Revised Statutes, and is a state or political subdivision of a State within the meaning of Section 103 of the Internal Revenue Code of 1986.
2. Lessee has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder.

3. The authorization and approval of the Agreement, the execution thereof, and the transactions contemplated thereby have been conducted in accordance with all applicable laws.
4. The Agreement has been duly executed and delivered by Lessee and when the signature page relative to this Supplement and Addendum has been fully executed, it will constitute a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by (i) any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, (ii) laws or rules applicable the State, municipalities, or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, including, but not limited to, limits resulting from sovereign immunity, and (iii) the exercise of judicial discretion in appropriate cases.
5. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our actual knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security of the Agreement.

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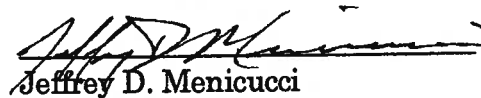
Shannon Rahming  
Page 3  
January 24, 2017

This Office expresses no opinion with respect to the laws of any jurisdiction other than the internal laws of the State of Nevada. Our opinion is based upon such laws as are in effect on the date of this opinion letter, and we expressly disclaim any undertaking to advise you of any subsequent changes in law.

Respectfully Yours,

ADAM PAUL LAXALT  
Attorney General

By:



Jeffrey D. Menicucci  
Deputy Attorney General  
Ph.: (775) 684-1214  
Email: [Jmenicucci@ag.nv.gov](mailto:Jmenicucci@ag.nv.gov)

JDM/mh

cc: Jeffrey Haag, Administrator, Division of Purchasing  
IBM Credit, LLC

## Master Lease Agreement

IBM Credit LLC

Master Lease Agreement No.: 067808063G

This Master Lease Agreement is made between IBM Credit LLC and State of Nevada ("Undersigned").

Lessor and Lessee may from time to time execute Schedules pursuant to, and incorporating the terms of, this Master Lease Agreement ("Master Agreement") and such other terms and conditions as the Parties may agree to in writing.

**1. Definitions.** Unless otherwise defined, the following capitalized terms shall have the following meanings when used herein and in any document incorporating the terms of, or referring to, this Master Agreement.

**"Acceptance Date"** means the date specified as the "Acceptance Date" on the Certificate of Acceptance, which is the date Lessee accepts the Product and/or authorizes Lessor to pay Supplier;

**"Affiliate"** means any county, township, municipality, political subdivision or affiliate of the Undersigned authorized to enter into a Lease under this Master Agreement which by signing a Schedule referencing this Master Agreement will be bound to the terms and conditions of this Master Agreement as Lessee;

**"Agreement"** means, with respect to a Schedule, the Schedule executed by the Parties as such Schedule incorporates the terms of this Master Agreement, and as each may be amended, supplemented, or modified from time to time in writing by Lessor and Lessee;

**"Alteration"** means any change to an Item of Equipment after the Commencement Date, including, without limitation, features and conversions installed on Equipment;

**"Amount Funded"** means the amount specified as the "Amount Funded" on the Schedule, or that is otherwise included in the "Total Amount Funded";

**"Assignment"** means the assignment of any rights and/or obligations under the Agreement from one Affiliate to another;

**"Average Rent"** means the average amount of Rent, on a per-month basis, calculated using the sum of the Rent payments during the applicable Term divided by the number of Payment Periods during such term.

**"Business Day"** means any calendar day, except a Saturday, Sunday or any other calendar day on which banks are authorized or required by law to close in New York;

**"Certificate of Acceptance"** or **"COA"** means a certificate issued by Lessor, and signed by Lessee, denoting Lessee's acceptance of the Products and/or authorizing Lessor to pay Supplier;

**"Commencement Date"** means the Commencement Date specified in Section 5.2;

**"Conditions Precedent"** means, with respect to a Schedule, all statements, certificates, documents, instruments, and additional terms and conditions required by Lessor under this Master Agreement and the Schedule to be provided or satisfied on or prior to the Commencement Date;

**"Default"** means an Event of Default or any event that upon notice or lapse of time or both would constitute an Event of Default;

**"End of Lease Date"** means the date that the Term of the Lease expires, terminates or is cancelled;

**"End of Lease Notice"** means the notice delivered by Lessee to Lessor in writing, or as otherwise agreed to by the Parties, specifying the end of Lease option selected by Lessee;

**"End of Lease Purchase Option"** means the option specified on the Schedule for Lessee to purchase an item of Equipment at the purchase price specified by Lessor, which shall be equal to either:

- a. the amount specified by Lessor, or
- b. the percentage specified by Lessor of the "Amount Funded" listed on the Schedule for such Equipment, or
- c. the Fair Market Value of such Equipment;

**"Equipment"** means a hardware device including its features, microcode, conversions, upgrades, elements, or accessories, or any combination thereof or any other item of equipment that is described on the Lease table of a Schedule, and on the COA, and which is leased by Lessor to Lessee hereunder;

**"Event of Default"** means an event of default as defined in Section 18.

**"Fair Market Value"** or **"FMV"** means, with respect to an item of Equipment, the fair market value of such Equipment as determined by Lessor to be the amount that would be realized for the same equipment, qualified for manufacturer's maintenance, in an arm's length sale between a willing buyer and a willing seller, under no compulsion by either party to perform the sale;

**"Guarantor"** means an Affiliate providing a guarantee of Lessee's obligations arising under the Agreement;

**"IBM"** means International Business Machines Corporation;

**"Initial Payment Term"** means the term consisting of the number of consecutive Payment Periods specified on the Schedule beginning with the initial Payment Period;



## Master Lease Agreement

IBM Credit LLC

Master Lease Agreement No.: 067808063G

**"Initial Term"** means, with respect to an item of Equipment, the initial term of the Lease for such item, commencing on the Lease Commencement Date and expiring at the end of the Initial Payment Term;

**"Lease"** means a lease of Equipment under the Agreement as specified on the Lease table on the Schedule;

**"Lessee"** means, with respect to a Schedule, the Affiliate that signs the Schedule as Lessee;

**"Lessor"** means IBM Credit LLC;

**"Part"** means any original component or element of Equipment or any replacement to such original component or element provided under warranty or maintenance service or in connection with an Alteration;

**"Party"** means either Lessee or Lessor; and **"Parties"** means Lessee and Lessor;

**"Payment"** means the amount payable as the Rent under a Lease and/or any other amounts payable under the Agreement;

**"Payment Date"** means the date in each Payment Period on which Rent is due and payable; if the Payment Type for a Lease is "Advance", the Payment Date for such Lease shall be the first day of each Payment Period, and, if the Payment Type for a Lease is "Arrears", the Payment Date for such Lease shall be the last day of each Payment Period;

**"Payment Period"** means the period specified in a Schedule as the "Payment Period" and is the period for which a payment of Rent is due and payable (e.g., Month, Quarter);

**"Payment Type"** means the payment type specified on the Schedule as the "Payment Type", which shall be either "Advance" or "Arrears";

**"Planned Commencement Month"** means the month indicated on the Schedule as the "Planned Commencement Month";

**"Product(s)"** means Equipment;

**"Release Date"** means the date specified as the "Release Date" on the Schedule, which is the date Lessor makes the Equipment available for pickup;

**"Renewal Term"** means, if applicable, the term of the Lease for Equipment consisting of a number of consecutive Payment Periods commencing on the day immediately following the last day of the preceding Term for such Equipment and expiring at the end of the last Payment Period in the Renewal Term. The number of Payment Periods in a Renewal Term shall be specified on the Schedule under "Renewal Term", or otherwise agreed to in writing by the Parties;

**"Rent"** means the amount due and payable each Payment Period for the lease of Equipment; Rent for the Initial Term is the amount specified in the Schedule as "Rent" or is otherwise included in the "Total Periodic Payment";

**"Schedule"** means a document that refers to and incorporates the terms and conditions of this Master Agreement and contains the details, including any additional terms and conditions, of the Lease subject to that Schedule;

**"Supplier"** means the entity supplying Product under a Supply Agreement;

**"Supply Agreement"** means the agreement between Supplier and Lessee for the acquisition of Product;

**"State"** means the state or commonwealth where Lessee is located.

**"Term"** means, with respect to a Lease, the Initial Term, any Renewal Term, or the term of any automatic extension under Section 15.1, as applicable; and

**"Validity Date"** means the date specified by Lessor in a Schedule as the "Validity Date", which is the date by which the executed Schedule must be returned to Lessor.

## 2. Agreement Structure

2.1 An "Agreement" hereunder shall consist of this Master Agreement, the Schedule, and their applicable attachments and addenda, and represents the complete and exclusive agreement between the Parties regarding the subject matter of the Schedule, and replaces any prior oral or written communications between the Parties relating thereto. The Agreement for each Lease is effective when the Schedule containing such Lease is executed by the Parties thereto.

2.2 If there is a conflict of terms among the documents, the order of precedence will be as follows (from highest to lowest priority):

- attachments or addenda to the Schedule;
- the Schedule;
- attachments or addenda to this Master Agreement; then
- this Master Agreement.

2.3 An Affiliate member may, upon consent of Lessor, enter into Schedules incorporating the terms and conditions set out in this Master Agreement. Each Schedule shall constitute a separate lease agreement between the Parties thereto.

**Master Lease Agreement**

Master Lease Agreement No.: 067808063G

2.4. Amendments to this Master Agreement executed in writing by Lessor and the Undersigned shall only be effective with respect to any Schedules executed by such Lessee and any Affiliate member after the date of such amendment. No other change to this Master Agreement will be binding on the Parties, subject to the terms and priority of the documents listed in Section 2.2 with respect to an Agreement under this Master Agreement.

2.5. This Master Agreement becomes effective upon signature by Lessor and the Undersigned and shall continue until thirty (30) days notice of termination is given in writing by either Party to the other. The termination of this Master Agreement shall have no effect upon any Schedule executed by Lessor and Lessee prior to the date of termination of this Master Agreement.

2.6 This Master Agreement sets out the general terms and conditions under which, from time to time, Lessor, in its capacity as lessor, may lease Equipment to Lessee and Lessee, in its capacity as lessee, may lease Equipment from Lessor. As between Lessee and Lessor, Lessee is responsible for the delivery, installation and acceptance of the Equipment. Each Lease is a net lease. Without limiting any of Lessor's other rights under the Agreement, Lessor reserves the right to reject any invoice that is: I) not for information technology equipment, software and related services, or II) dated more than 90 days prior to the date Lessor receives a COA from Lessee.

2.7 For used Equipment supplied by Lessor, the following provisions apply: The Equipment is subject to prior disposition at any time prior to Lessor's acceptance of a Lessee signed Schedule. The Equipment is provided "as is", without any warranty whatsoever by Lessor, in accordance with Section 6.2. However, provided that the Equipment is unmodified since the date of delivery; has been manufactured and assembled by or for IBM; and has been installed and maintained by IBM, Lessor guarantees Lessee's satisfaction with the quality of the Equipment for three (3) months following the Release Date. If Lessee is dissatisfied with the Equipment for any reason, Lessee may notify Lessor within three (3) months of the Release Date and, at Lessor's option, the Equipment will either be (a) replaced with equivalent Equipment or (b) returned to Lessor and the Lease for that item of Equipment terminated and any Rent payments made to Lessor refunded to Lessee. If Lessee cancels its commitment to Lease the Equipment after Lessor signs the applicable Schedule but before the Release Date, then Lessee shall be liable to Lessor for three (3) months Rent as liquidated damages.

### 3. Payment and Taxes

3.1 Rent shall be due and payable on the Payment Date of each consecutive Payment Period for the applicable number of Payment Periods. The Initial Payment Period for a Lease shall begin on the first day of the month following the Commencement Date. Lessee will remit each Payment payable hereunder when due to the address specified in the invoice sent by Lessor to Lessee or elsewhere as otherwise instructed by Lessor in writing. If any Payment is due on a non-Business Day, then such Payment shall become due and payable on the next Business Day.

3.2 For any Payment not paid in full by its due date, Lessee also agrees to pay a fee in an amount equal to one half percent (0.5%) of the unpaid Payment for each month or any part thereof that such Payment remains unpaid ("Unpaid Amount") from the due date until the actual date such Unpaid Amount is paid in full, subject to maximum limitations of applicable law (the "Late Payment Fee"). If it is determined that any amounts received from Lessee under the Agreement in respect of interest or finance charges were in excess of the highest rate allowed by applicable law then the amount representing such excess shall be credited to Lessee's other obligations to Lessor or, in the event such other obligations have been satisfied in full, refunded to Lessee.

3.3 Lessee agrees that, upon the Commencement Date, Lessee's obligations under the Agreement become irrevocable and independent of acceptance of the Product, and Lessee's obligation to make all Payments in full when due, becomes absolute and unconditional, without set off, counterclaim, withholding, deduction, abatement, recoupment, or defense of any kind; and irrespective of errors or deficiencies in or the performance or the quality of the Product, or the performance by the Supplier or any other third party. Notwithstanding the foregoing, if, during the then current Initial Term or Renewal Term, sufficient funds are not appropriated to make Payments required under a Schedule for the following fiscal year, Lessee shall be deemed to not have renewed such Schedule for the following fiscal year and the Schedule shall terminate at the end of the then current Initial Term or Renewal Term and Lessee shall not be obligated to make Payments under said Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event") Lessee shall, no later than the end of the fiscal year for which Payments have been appropriated, deliver possession of the Product(s) under said Schedule to Lessor. If Lessee fails to deliver possession of the Product(s) to Lessor upon termination of said Schedule by reason of a Nonappropriation Event, the termination shall nevertheless be effective but, subject to the availability of appropriated funds, Lessee shall be responsible for the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession. If Lessee fails to deliver possession upon termination by reason of a Nonappropriation Event and fails to make, or is unable to make, the payments for the days following termination during which Lessee retains possession of the Product(s), Lessor may repossess the Product(s) and Lessee shall make such Product(s) available at any reasonable time for the Lessor to remove and repossess. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Payments, but failure to provide such notice shall not operate to extend the Term or result in any liability to Lessee. In the event of such nonappropriation, upon request from Lessor, Lessee agrees to provide in a timely manner, written evidence of such nonappropriation, a copy of the fiscal year budget in which such nonappropriation occurred and any other related documentation reasonably requested by Lessor.

3.4 At Lessor's discretion following the occurrence of a Default or an Event of Default, Payments received by Lessor will be applied in the following order: first to Late Payment Fees, second to overdue Rent, and third to other Payments.

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3.5 Lessee is responsible, either by direct payment or by reimbursement to Lessor, for taxes and charges arising in respect of any Lease, and/or any Product, except for Lessor's corporate income tax and personal property taxes on lease Equipment. "Taxes" shall include, but is not limited to, sales taxes or Lessor is exempt from taxes via a "pass through" exemption. Lessee shall reimburse Lessor for the applicable tax where Lessee is taxable and where Lessor is taxable. Lessee shall reimburse Lessor for such amount as additional Rent.

### 4. Supplier

4.1 For each item of Equipment, Lessee represents that it has the right to assign to Lessor, and hereby assigns to Lessor, effective upon signing the Schedule, but subject to the occurrence of the Commencement Date, its right to acquire from and its obligation to pay its Supplier for the Equipment up to the amount agreed by Lessor to be funded. All other obligations as defined in the Supply Agreement between Lessee and Supplier governing the acquisition of the Equipment shall remain with Lessee. As between Lessor and Lessee, the rights and obligations of Lessee in relation to the Equipment are set out exclusively in the Agreement. Nothing in the Agreement shall affect any remedies Lessee may have against, or any obligations Lessee may have to, the Supplier, manufacturer of the Equipment, or any other third party. Lessee shall make any claim solely against the Supplier, manufacturer of the Equipment, or such other third party if the Product is unsatisfactory for any reason, and Lessee will inform Lessor of any related legal proceedings beforehand.

The Parties agree that during the Term of the Lease, so long as Lessee is not in Default, Lessee shall have the non-exclusive benefit of any warranties for such Equipment made available to Lessor under the Supply Agreement as the owner of the Equipment and that Lessee is authorized to act on Lessor's behalf and for Lessor's benefit, concerning any warranty service for the Equipment, to the extent permitted under the Supply Agreement or as otherwise agreed to by the Supplier. The aforementioned authority shall not detract from Lessor's rights in relation to the Equipment.

### 5. Lease Commencement

5.1 The Lease will commence as of the Commencement Date provided that:

- a. the Schedule is duly executed by Lessee and received by Lessor on or prior to the Validity Date and is accepted by Lessor;
- b. the Commencement Date occurs by the end of the Planned Commencement Month;
- c. Lessor receives a Supplier invoice reasonably satisfactory to Lessor;
- d. no Default or Event of Default has occurred and is continuing;
- e. Lessor receives a duly executed Certificate of Acceptance within ten (10) days of the Acceptance Date specified on such Certificate of Acceptance; and
- f. Lessee has satisfied all of the Conditions Precedent.

If any of the foregoing conditions are not satisfied, Lessor shall have no obligation or liability with respect to the Agreement or the Equipment, including any obligation to pay the purchase price of the Equipment. Provided Lessor has a duly executed Schedule and COA, Lessor, in its sole discretion, may commence the Lease.

5.2 For Equipment not supplied by Lessor, the Commencement Date will be the Acceptance Date on a duly executed Certificate of Acceptance provided that all the conditions in Section 5.1 above have been satisfied.

For used Equipment supplied by Lessor, the Commencement Date will be seven (7) days after the Release Date of the Equipment provided that all the conditions in Section 5.1 above except for (e) have been satisfied.

### 6. Ownership

6.1 Lessor is the owner of the Equipment and Lessee shall have no right, title or interest therein except as specified in the Agreement. Except for any purchase from Lessor during the Term of the Lease or at the end of the Term, if, for any reason Lessee does acquire title to the Equipment, including any Parts thereof, or to any replacement equipment acquired as a result of manufacturer's maintenance or warranty then Lessee shall be deemed to have transferred such title to Lessor immediately and will, at its own cost and expense, use all reasonable efforts to do such further acts and execute such documents as may be necessary to give effect to such transfer. Lessee agrees to take such further actions as may be required to protect Lessor's ownership against claims arising directly or indirectly from Lessee's possession or use of the Equipment. The Equipment is and shall at all times be and remain personal property and shall not become a fixture or realty. For any software installed on the Equipment and any software that Lessee acquires, Lessee shall enter into a separate software license or other agreement with the software licensor for the use of the software and such software shall remain the property of the licensor and be governed by the software license between licensor and Lessee. Such software license shall not be affected by or subject to the Lease and, with respect to the software license, Lessor shall have no rights or obligations thereunder. Such software shall not be included with any Equipment returned to Lessor hereunder.

6.2 EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, AS BETWEEN LESSOR AND LESSEE, LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE, NON-INFRINGEMENT OR THE LIKE. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS".

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**7. Quiet Enjoyment**

7.1 Lessor covenants to Lessee that Lessor will not interfere with Lessee's quiet enjoyment of the Equipment during the Term of the Lease so long as no Default or Event of Default shall have occurred.

**8. Liens and Charges**

8.1 Lessee hereby agrees to ensure that the Equipment shall at all times be kept free from any lien, charge or encumbrance of any kind, except those created by or through Lessor.

**9. Inspection and Marking**

9.1 Lessee shall permit Lessor, upon prior notice, to inspect any Equipment, Parts, and maintenance records during Lessee's normal business hours and subject to Lessee's normal security procedures. Upon Lessor's reasonable request, Lessee will promptly affix identifying labels, plates or tags to the Equipment or Part(s) identifying Lessor as the owner of such item(s).

**10. Maintenance and Use**

10.1 Lessee shall keep each item of Equipment in good condition and working order, ordinary wear and tear excepted, and shall operate it safely at a Lessee owned or leased business location in a proper environment as defined by the manufacturer and/or Supplier and in compliance with all applicable laws and regulations. As it relates to any software, embedded or otherwise, Lessee agrees to comply with the terms of the software license and the Agreement.

10.2 If required of the owner of the Equipment by IBM, Lessor agrees to (i) allow installation of any changes, additions, and/or capacity monitoring hardware or software on the Equipment, or permit manufacturer to monitor Equipment capacity; and (ii) comply with any other terms between Lessee and Equipment manufacturer, including, but not limited to, those that relate to Equipment capacity.

**11. Insurance; Loss; Damage; Theft**

11.1 Lessee shall be responsible for loss or damage to the Equipment and for carrying primary property damage insurance covering the Equipment naming Lessor and any assignee as loss payee.

11.2 Upon the Commencement Date and up to the time the Equipment is received by Lessor at its designated return location, Lessee shall keep the Equipment insured, at its expense, against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof. All such insurance shall be in commercially reasonable form and substance and from an insurer reasonably acceptable to Lessor. However, Lessee may, at its own cost and expense, maintain a program of insurance, self-insurance or risk-assumption or any combination thereof if Lessee does so generally for itself and all subsidiaries, and not only with respect to the Lease. In such case Lessee shall not be required to obtain the liability insurance referred to in Section 11.3, provided Lessee shall provide Lessor with a letter evidencing the existence of such program or programs that shall protect Lessor and its assigns, and that shall be sufficient to enable Lessee to fulfill all of its obligations under the Agreement including, but not limited to, all of the obligations listed in Section 20.11 - Risk of Loss. The occurrence of such loss or damage shall not relieve Lessee of any obligations hereunder. If there is loss or damage to, or theft of, Equipment, Lessee will promptly notify Lessor and, within five business days of such occurrence, either:

a. repair the Equipment at Lessee's expense, passing to Lessor full legal and beneficial title to any replacement parts, free of all liens and encumbrances of any kind, provided such replacement parts are acceptable to Lessor, or

b. pay an amount equal to (i) any and all Rent and other amounts, in each case, due or to become due under the Agreement with respect to such Equipment, and (ii) the Equipment's end of lease purchase price in accordance with the End of Lease Purchase Option if specified on the Schedule or, if such End of Lease Purchase Option is not specified on the Schedule, the end of Term FMV for such Equipment. Thereafter the portion of the Lease with respect to such Equipment shall be terminated and Lessee shall owe no further Rent with respect to such Equipment.

11.3 Throughout the Term, at its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Lease Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Equipment; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Master Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Upon Lessor's request, Lessee shall, within thirty (30) days of such request, furnish to Lessor, for each Schedule, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

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11.4 Lessee shall furnish to Lessor, upon request by Lessor from time to time, evidence that the insurance coverage required by the Agreement is in effect.

### 12. Alterations

12.1 Lessee may modify or alter Equipment only subject to the following provisions:

- a. any Parts owned by Lessor that are removed as a result of an Alteration shall remain Lessor's property and shall not be disposed of, exchanged, transferred or sold by Lessee without Lessor's prior written consent; the foregoing shall not apply to Parts removed due to a warranty repair or an engineering change by the manufacturer of the Equipment or its authorized service provider utilizing the manufacturer's genuine parts;
- b. In the event Lessee leases an upgrade with Lessor, Lessor may authorize the return to the Equipment manufacturer of any Part(s) removed from Lessor's leased Equipment as a result of such upgrade provided that the price of the upgrade is reduced by the value acceptable to Lessor of any removed Part(s) and such upgrade is provided by the manufacturer of the Equipment or its authorized service provider utilizing the manufacturer's genuine parts;
- c. prior to return to Lessor, Lessee shall remove any Alterations not owned by Lessor and restore the Equipment to its original condition using any removed Lessor owned Part(s), ordinary wear and tear excepted;
- d. if the Equipment is returned other than in its original condition, ordinary wear and tear excepted, then Lessee agrees to pay to Lessor i) an amount equal to any decrease in value of Equipment compared to the value of such equipment in its original condition and qualified for the manufacturer's maintenance agreement service or ii) the cost to restore the Equipment to its original condition, ordinary wear and tear excepted, qualified for the manufacturer's maintenance agreement service or, if manufacturer's maintenance agreement service is not available, then qualified as being in its original condition and working order, ordinary wear and tear excepted;
- e. the Alteration is permitted under the terms of the Supply Agreement; and
- f. without limiting any other rights of Lessor, all Parts or Alterations not owned by Lessor that are not removed before return of the Equipment to Lessor shall become, and Lessee shall cause such Parts or Alterations to become, Lessor's property, without charge, and free and clear of all liens and encumbrances.

### 13. Leases for Alterations

13.1 Upon Lessee's request, Lessor may agree to lease new or used Alterations to Equipment that are or have been offered for sale by the manufacturer of the Equipment and that contains no Part that has been changed or altered since its original manufacture. Leases for Alterations will be at then current terms and conditions and must be coterminous with the Lease of the underlying Equipment. Lessee's selection of its end of Lease options for the underlying Equipment, as set forth in Section 15, shall apply to the applicable Alterations.

### 14. Relocation, Sublease and Assignment, Expenses and Responsibilities

#### 14.1 Relocation

If Lessee is not in Default, Lessee may relocate Equipment to another of its business locations in the United States of America provided (i) Lessee gives Lessor prior written notice of the relocation, including a description of the Equipment, its effective date, the address of the new location of the Equipment, and such other information as Lessor may reasonably request, and (ii) Lessee shall remain the end user of the Equipment. Notwithstanding the foregoing, Lessee may relocate Equipment that is either a laptop or a mobile personal device without such notice to Lessor provided the relocation of such Equipment is the result of temporary trips taken in the ordinary course of business and such Equipment is returned to its original location.

#### 14.2 Sublease and Assignment

Lessee may not sublease any Equipment or make an Assignment without Lessor's prior written consent. Any such sublease or Assignment approved by Lessor may require Lessee to accept additional terms and a change in Rent. No sublease shall relieve such Lessee of its obligations under the Lease. Any attempt to sublease or to make an Assignment without Lessor's prior written consent is void.

#### 14.3 Lessee Expenses and Responsibilities

Lessor reserves the right to recover reasonable administrative fees and expenses related to any relocation, sublease or Assignment. Lessee is responsible for all costs, expenses, duties, taxes payable in connection with, and for ensuring regulatory compliance with any relocation, sublease or Assignment including transit insurance and risk of loss or damage in transit. Lessee shall not assign, lend, part with possession of, grant use of, sublease or relocate any Equipment other than as expressly permitted under this Agreement. Any relocation, sublease, or Assignment of Equipment shall be subject to all associated software license terms between software licensor and Lessee and it is expressly agreed that it is the Lessee's responsibility to obtain all necessary approvals. Lessee agrees that any Schedule, as amended, supplemented or otherwise modified under this Master Agreement, shall be binding upon Lessee's successors and permitted assigns.

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### 15. End of Lease

#### 15.1 Notice

At the end of the Term of the Lease, Lessee may select one of the end of Lease options listed below or as detailed in the Schedule by providing Lessor an End of Lease Notice. If Lessee fails to give its End of Lease Notice at least thirty (30) days but no more than ninety (90) days prior to the End of Lease Date, then the Lease Term will automatically continue on a month to month basis. Such Lease will continue under the same terms and conditions and at the Average Rent of the immediately preceding Term, until the later of the date that is thirty (30) days after the End of Lease Notice has been received by Lessor and the date on which Lessee has satisfied all the conditions of such selected end of lease option as described herein.

#### 15.2 Renew the Lease

At the end of the Term of the Lease, so long as no Default or Event of Default has occurred and is continuing, Lessee may elect to renew the Lease on terms and conditions mutually agreed to between the Parties. In the event Lessee provides its End of Lease Notice in accordance with Section 15.1 selecting a mutually agreeable renewal option, the Lease will be renewed at the end of the applicable Term on such mutually agreed to terms and conditions. If Lessee and Lessor do not agree on the renewal option, then Lessee shall continue to pay Rent to Lessor in accordance with Section 15.1.

#### 15.3 Return the Equipment

At the end of the Term of the Lease, Lessee may elect to return Equipment on the applicable End of Lease Date under the terms and conditions described in this Section 15 and Section 16. If Lessee provides its End of Lease Notice in accordance with Section 15.1 selecting this option but fails to return the Equipment at the end of the Term, or, in the case of the Initial Term or Renewal Term, within 14 days of the end of such Term, then Lessee shall pay Rent for such Equipment equal to the Average Rent from the End of Lease Date until the date such Equipment is received by Lessor. If Lessee returns the Equipment on or after the End of Lease Date without providing such End of Lease Notice, then Lessee shall continue to pay Rent for such Equipment equal to the Average Rent from the End of Lease Date until the date that is thirty (30) days following the date on which the Equipment is received by Lessor in accordance with Section 16.

#### 15.4 Purchase

At the end of each Term of the Lease and so long as no Default or Event of Default has occurred and is continuing, if the Equipment has an End of Lease Purchase Option specified, then Lessee may elect to purchase the Equipment under the terms and conditions of such End of Lease Purchase Option. If Lessee provides its End of Lease Notice in accordance with Section 15.1 selecting such End of Lease Purchase Option, Lessee shall pay all amounts due under the Lease to Lessor, including any charges related to the End of Lease Purchase Option. Upon receipt of all such amounts, no further Rent will be payable for Equipment and Lessor shall transfer to Lessee WITHOUT RECOURSE OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT OR THE LIKE, all of Lessor's right, title and interest in such Equipment, except that Lessor shall warrant the Equipment is free and clear of any liens or encumbrances created by or through Lessor.

### 16. Equipment Return

16.1 Upon expiration, termination or cancellation of the Lease, the exact item of Equipment (i.e., manufacturer, type/model and serial no.) shall be returned to Lessor at Lessee's expense, fully insured against risk of loss or damage, to the nearest IBM Credit LLC consolidation center for that type of Equipment located in the contiguous United States and identified by Lessor in advance of shipment. Lessee shall be responsible for deinstallation, packing, and return of the Equipment and any associated costs. Risk of loss or damage remains with Lessee until receipt of Equipment by Lessor at such consolidation center location.

16.2 Lessee is responsible for the removal of all information and data contained within the Equipment prior to its return. Lessor shall have no obligation or liability in respect of any such information or data.

16.3 The Equipment shall be complete and in such condition as will qualify the Equipment for the manufacturer's maintenance agreement service, if available, or, if not available, then in good condition and working order (ordinary wear and tear excepted). Lessee shall pay all costs and expenses incurred by Lessor to restore the Equipment to the condition described above.

16.4 The return of the Equipment to Lessor at any time shall constitute a full release by Lessee, and a transfer to Lessor, of any interest Lessee may have in the Equipment, including any leasehold rights or possessory interests. The foregoing shall not relieve Lessee of any of its Payment obligations under the Agreement.

### 17. This Section intentionally left blank

### 18. Events of Default

18.1 If any of the following events occur it shall be an "Event of Default" by Lessee:

- a. Lessee fails to pay in full any amount under the Agreement when due and such failure continues for a period of seven days or, if under a direct debit arrangement, a direct debit entry from Lessee's specified business deposit account is refused for any reason;

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- b. Lessee fails to perform or breaches any obligation, term or condition under the Agreement (to the extent not otherwise an Event of Default under any of the other provisions in this Section 18.1) and such non-performance or breach continues for a period of fifteen (15) days after Lessee receives written notice thereof from Lessor;
  - c. any information provided, or representation made, by or on behalf of Lessee or any Guarantor is inaccurate, false, or misleading in any material respect;
  - d. Lessee sells, assigns, transfers, relocates, subleases or disposes of an item of Equipment or a Part, or makes an Assignment in violation of the terms of the Agreement;
  - e. any guarantee of the Agreement required by and provided to Lessor shall cease to be, or shall be asserted by Guarantor not to be, in full force and effect;
  - f. (i) any petition or proceeding is filed by or against Lessee or any Guarantor under any bankruptcy, liquidation, insolvency, receivership or similar law, and, if such petition or proceeding is filed against Lessee or Guarantor, is not dismissed within sixty (60) days after such filing, or (ii) Lessee or any Guarantor admits in writing its insolvency or inability to pay its debts as they come due;
  - g. Lessee or Guarantor becomes insolvent, or suspends or threatens to suspend payment of its debts, or fails to pay its debts generally as they become due, or is deemed to be unable to do so;
  - h. Lessee or Guarantor takes any action in connection with its dissolution, liquidation or the winding up of its affairs, including, without limitation, the commencement of any proceeding therefor, ceases doing business as a going concern, or sells or disposes of all or substantially all its assets or makes a bulk transfer of its assets, makes an assignment for the benefit of creditors, or consents to the appointment of a trustee or receiver or if either shall be appointed for Lessee or Guarantor or for a substantial part of its property without its consent; or
  - i. Lessee or Guarantor defaults under any agreement with Lessor or under any other Lease under this Master Agreement beyond any applicable cure period.
- 18.2 This Section 18 shall not be construed to limit or impair the right of the State of Nevada to re-organize its departments, divisions and agencies (collectively, "agencies") and to re-allocate duties among such agencies, but any such re-organization of agencies, or re-allocation of duties among or between agencies shall not relieve or excuse Lessee from its obligations under this Master Agreement and Schedule.

### 19. Remedies

19.1 Following the occurrence of an Event of Default, Lessor may:

- a. terminate any and all agreements with Lessee and declare all amounts then due and to become due hereunder and thereunder, including any applicable End of Lease Purchase Option for each item of Equipment not returned to Lessor by Lessee, immediately due and payable; provided, however, that following the occurrence of an Event of Default pursuant to Section 18.1(f), the Agreement and any and all other Agreements with Lessee under this Master Agreement shall automatically terminate and all amounts then due and to become due shall automatically become immediately due and payable;
- b. demand the return of or take or recover immediate possession of each item of Equipment together with all related software (embedded therein or otherwise) and all additions, attachments, accessories, accessions and upgrades thereto and any and all substitutions, replacements or exchanges for any such Equipment or software and any and all proceeds of any of the foregoing, including, without limitation, payments under insurance or any indemnity or warranty relating to loss or damage to such Equipment, and remove any software and data from such Equipment, without any liability for this action; and
- c. pursue any remedy at law or equity.

No right or remedy is exclusive of any other provided herein or permitted by law or equity; all such rights and remedies shall be cumulative and may be enforced concurrently or individually. Lessee shall pay all costs and expenses, including reasonable legal fees, costs and expenses, incurred by Lessor in enforcing the terms and conditions of the Agreement.

19.2 Upon repossession or return of any item of Equipment, Lessor may retain, sell, lease or dispose of such item of Equipment, with or without notice and on public or private bid. Any net proceeds thereof shall be applied by Lessor to amounts due by Lessee under the Lease, but only after deducting: (i) in the case of sale, the estimated fair market sales value of the Equipment as of the scheduled expiration of the Lease, or (ii) in the case of any replacement lease, the rent due for any period beyond the scheduled expiration of the Lease, and (iii) in either case, all reasonable expenses, including reasonable legal fees and expenses, incurred in connection therewith. Any excess proceeds shall be retained by Lessor. If under applicable law, Lessor is required to comply with standards of commercial reasonableness applicable to secured financings in disposing of the Equipment, Lessee agrees that 10 days prior written notice shall constitute adequate notice of disposition, and any disposition of the Equipment may be conveyed on an "AS IS" basis and Lessor may disclaim any and all warranties.



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### 20. General

#### 20.1 Exclusions

**EXCEPT WITH RESPECT TO SECTION 20.11 INDEMNITY, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR, NOR SHALL LESSEE HAVE ANY REMEDY AGAINST LESSOR FOR, INDIRECT OR CONSEQUENTIAL DAMAGES, ANY LOSS OF PROFITS, BUSINESS, REVENUE OR ANTICIPATED SAVINGS, LOSS OF USE, OR ANY OTHER COMMERCIAL LOSS. THE FOREGOING DOES NOT LIMIT, AMEND, MODIFY OR ALTER LESSEE'S OBLIGATIONS TO PAY RENT, TAXES OR ANY OTHER PAYMENT OBLIGATIONS (INCLUDING WITHOUT LIMITATION, LESSEE'S INDEMNITY OBLIGATIONS) UNDER THE AGREEMENT.** The limitation of liability in this Section shall in no way affect Lessee's rights under the Supply Agreement against Supplier or the manufacturer of the Equipment. The foregoing shall not exclude any liability in respect of death or personal injury resulting from the negligence of either Party, its employees or agents. Lessor shall not be liable for any claim, damage or loss arising from the Products. Under no circumstances shall Lessor be liable for loss of, or damage to, Lessee's records or data.

#### 20.2 Lessee Representations and Warranties

Lessee represents and warrants to Lessor that as of the date it enters into any Agreement:

- a. it has obtained the necessary internal and external approvals, consents and authorizations to enable it to enter into this Agreement;
- b. the Lessee's signatory to the Agreement has the authority to bind the Lessee and does so by its signature;
- c. the Agreement is a legally valid and binding obligation of Lessee, enforceable in accordance with its terms;
- d. all representations made, and any information supplied to Lessor (including those related to its financial status, and each Product, including the prices thereof) are true, accurate and complete;
- e. there exists no material default as to any other agreement to which Lessee is a party, and no potential liability of Lessee, legal or otherwise, that might impair its ability to comply with the Agreement;
- f. the execution and delivery of the Agreement by Lessee and performance of its obligations hereunder will not violate any judgment, order, law, or governmental regulation affecting Lessee or any provision of Lessee's documents or organization, nor result in a breach or default of any instrument or agreement to which Lessee is a party or to which Lessee may be bound;
- g. Lessee has selected each Product and accepts responsibility for its use and the results obtained therefrom; and
- h. Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Master Agreement and the Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder. Lessee has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

20.3 This section intentionally left blank.

#### 20.4 Survival

All of Lessee's representations and warranties shall survive execution and delivery of the Agreement and commencement of any Lease under the Agreement. Lessee's obligations under the Agreement, which by their nature would continue beyond the expiration of the Agreement, shall survive the expiration or termination of the Agreement.

#### 20.5 Notices

Any notice shall be in writing, signed on behalf of the Party giving it and served by delivering it in person or by courier, by certified or registered mail, or regular mail to the office of the other Party, as listed in the Schedule or as otherwise agreed in writing. Notices shall be deemed to be delivered, if personally at the time of delivery or within three Business Days after being deposited in the U.S. mail. Notices of an Event of Default shall be delivered by certified or registered mail.

#### 20.6 Waiver and Severability

Any failure or delay in exercising a right or remedy at law or in equity shall not constitute a waiver of that right or remedy, nor a waiver of any other rights or remedies, in or under the Agreement, at any time. To be effective, any waiver of a right or remedy is required to be in writing signed by the Party waiving such right or remedy. If any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions of the Agreement shall not be affected or impaired.

#### 20.7 Benefit of Agreement (Third Party Rights)

Except in the event of a permitted assignment, no term of the Agreement is intended to confer a benefit on, or be enforceable by, any third party or person.



## Master Lease Agreement

IBM Credit LLC

Master Lease Agreement No.: 067808063G

### 20.8 Further Assurance

Each Party will, at its own cost and expense, use reasonable efforts to do such further acts and execute such documents as may be necessary to give effect to the provisions of the Agreement.

### 20.9 Announcements and Publicity

Other than the Agreement being a matter of public record and subject to public record requests, neither Party will make any public announcement relating to the Agreement, or the subject matter therein, without the prior written approval of the other Party, except as required by law or by any legal or regulatory authority, in which case it shall notify the other Party of the announcement as soon as reasonably practicable.

### 20.10 Accounting

Neither IBM nor Lessor makes any representation whatsoever regarding Lessee's accounting treatment applicable to this Agreement. IBM accounts for the receivables under this Agreement as financing receivables for U.S. reporting purposes.

### 20.11 Risk of Loss

Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the possession and use of the Products. Neither Lessor nor Lessee agree to indemnify the other for any losses, liabilities, or expenses suffered by the other arising out of claims made by third parties relating in any way to this Agreement. Lessor shall bear responsibility, to the extent of its fault, for claims which arise out of this Agreement for personal injury or real and personal property damage caused by Lessor's negligence or willful misconduct. This provision shall not be construed to limit Lessee's or Lessor's rights, obligations, liabilities, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of Lessee.

### 20.12 Tax Benefits

Lessee acknowledges that Lessor may be entitled to claim certain federal and state tax benefits available to an owner of Equipment, including, under the Internal Revenue Code of 1986, as amended (the "Code"), the maximum Modified Accelerated Cost Recovery System deductions for 5-year property and deductions for interest expense incurred to finance the purchase of the Equipment ("Tax Benefits"). Lessee will take no position inconsistent with the assumption that Lessor is the owner of the Equipment for federal income tax purposes.

### 20.13 Business Contact Information

IBM and its affiliates, and their subcontractors, may process and store business contact information of Client personnel in connection with the performance of this Agreement wherever they do business.

### 20.14 Financial Statements

Upon request, if not publicly available, Lessee agrees to provide to Lessor annual audited financial statements or, with Lessor's approval, unaudited financial statements, in each case, prepared in accordance with U.S. GAAP.

### 20.15 This section intentionally left blank.

### 20.16 Copies

This Master Agreement, any Schedule, any Certificate of Acceptance, and any documents related thereto may be sent to Lessee by Lessor in soft copy format, such as a PDF file. Where Lessee has printed any such document for signature from such soft copy format, Lessee represents and warrants that no changes have been made to the text (including dates and charges). Any such changes are void.

Any copy of this Master Agreement, any Schedule, any Certificate of Acceptance, and any documents related thereto made by reliable means (for example photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

### 20.17 Primary Use

Products will be used by Lessee primarily for its business purposes and not for personal, family or household purposes.

### 20.18 Counterparts

The Master Agreement, any Schedule, any Certificate of Acceptance, and any documents related thereto may be executed in any number of counterparts, each of which shall constitute an original, but all of the counterparts shall constitute only one and the same document.

Master Lease Agreement

Master Lease Agreement No.: 067808063G

20.19 Lessor Assignment

Lessor may assign or otherwise transfer in whole or part its right, title and interest in the Agreement and the Equipment under the Agreement to any third party. Lessee shall not assert against any such assignee or transferee any setoff, defense or counterclaim that Lessee may have against Lessor or any other entity.

20.20 Lessor's Payment

If Lessee fails to pay taxes as required under the Agreement, discharge any liens or encumbrances on the Equipment (other than those created by or through Lessor), or otherwise fails to perform any other obligation under the Agreement, Lessor may act in Lessee's stead so as to protect Lessor's interests, in which case Lessee shall immediately reimburse Lessor the cost thereof.

20.21 Finance Lease

The parties agree that each Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code and shall be construed as such for all purposes under law. Lessee hereby waives any and all rights and remedies under Sections 508 through 522 of such Article 2A.

20.22 Authorization to File Financing Statements; Security Interest

Lessee hereby authorizes Lessor to file Uniform Commercial Code financing statements relating to, and hereby grants Lessor a security interest in, the Equipment and all additions, attachments, accessions, accessories and upgrades thereto, any software imbedded therein, and any and all replacements, substitutions and exchanges for any item of Equipment and all proceeds of the foregoing, including without limitation, payments under insurance or any indemnity or warranty relating to loss or damage to such Equipment to secure Lessee's obligations to Lessor under the Agreement.

21. Governing Law; Compliance with Laws

21.1 The Agreement will be governed by, and construed in accordance with Lessee's state laws.

21.2 Each Party will comply with applicable United States import and export control and sanctions laws and regulations, including those that prohibit or limit export or services for certain uses or to certain end users.

22. Amendments and Modifications

By signing below, the Parties agree to the terms of this Master Agreement.

Agreed to:  
State of Nevada

By: [Signature]  
Authorized Signature

Name (type or print): Jeffrey Arago

Title (type or print): Administrator

Date: 1-25-2017

Email Address: JArago@Admin.NV.GOV

Agreed to:  
State of Nevada

By: \_\_\_\_\_  
Authorized Signature

Name (type or print):

Title (type or print):

Date:

Agreed to:  
State of Nevada

By: [Signature]  
Authorized Signature

Name (type or print): Shannon S Rahming

Title (type or print): CFO

Date: 4/25/17

Agreed to:  
IBM Credit LLC

By: [Signature]  
Authorized Signature

Name (type or print): Monica Magalhães

Title (type or print): BSO NA MANAGER

Date: 03/24/17

Master Agreement No. 067808063G, between IBM Credit LLC and the State of Nevada

  
\_\_\_\_\_  
Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On 2/14/17  
\_\_\_\_\_  
(Date)

Approved as to form by:

  
\_\_\_\_\_  
Deputy Attorney General for Attorney General

On 24 Jan 17  
\_\_\_\_\_  
(Date)

**IBM Credit LLC**

**Master Lease Agreement Schedule**

Schedule No: 030332

Page 1 of 2

Master Lease Agreement No: 067808063G

**Lessee Name and Address:**  
 STATE OF NEVADA  
 575 E THIRD ST  
 ENTERPRISE INFO TECH SERVICE  
 CARSON CITY NV 89701-4763

**Lessor Name and Address:**  
 IBM Credit LLC  
 7100 Highlands Parkway  
 Smyrna, GA 30082  
 igfnadoc@us.ibm.com

This Schedule to the above referenced Master Lease Agreement ("Master Agreement") is executed between STATE OF NEVADA ("Lessee") and IBM Credit LLC ("Lessor").

Payment Period: Monthly  
 Payment Type: Arrears  
 Validity Date: February 23, 2017  
 Payment Method: Cash or Check  
 Supplier: SIRIUS COMPUTER SOLUTIONS INC

Lease(s)									
Ref No.	Qty.	Product Description	Initial Payment Term (months)	Amount Funded (\$)	Rate/1000 of Amount Funded (\$)	Rent (\$)		Planned Commencement Month	End of Lease Purchase Option
1	1	2424 961 1, 2 DS8870 S/N 75BWW30	CO	90,062.80	144.4008	7 Payments of	13,005.11	February 2017	FMV
<b>TOTALS</b>				<b>90,062.80</b>		<b>7 Payments of</b>	<b>13,005.11</b>		

**SPECIAL TERMS AND CONDITIONS:**

The following shall apply to the Item(s) in the table(s) with a correlating number indicator in the Product Description box,

- The Lease for Equipment with a Term of "CO" is a Lease of an Alteration to Equipment with the same serial number currently under lease between Lessor and Lessee and such Lease for the Alteration shall be coterminous to the current Lease for the base Equipment.
- For this Lease, Lessor is the owner of the Equipment for federal income tax purposes.

The following shall apply to this entire transaction.

- The parties agree that i) any modifications to the terms and conditions contained herein are null and void unless specifically agreed in writing by both parties and ii) this Schedule must be fully executed and received by Lessor by the Validity Date listed above.

Lessee hereunder declares that it has read and understands and agrees to be bound to the terms and conditions of the agreements that govern this Schedule/Supplement (each a "Governing Agreement") and any amendments or addendum thereto as Lessee. The Governing Agreement, this Schedule and any applicable attachments or addenda are the complete and exclusive statement of the Parties with respect to the subject matter herein. The foregoing referenced documents supersede any prior oral or written communications between the Parties related to the transactions covered by this Schedule/Supplement. Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's exact legal name, and is true, accurate and complete in all respects. By signing below, both Parties agree to the terms of this Schedule/Supplement as it may be amended or modified.

IBM Credit LLC  
Master Lease Agreement Schedule

Agreed to:  
STATE OF NEVADA

By: Shannon S. Lehning  
Authorized signature

Name (type or print): Shannon S. Lehning

Title (type or print): CFO

Date: 1/25/17

Agreed to: Approved as to form:  
STATE OF NEVADA

By: Jeffrey D. Menicucci  
Authorized signature

Name (type or print): Jeffrey D. Menicucci

Title (type or print): Deputy Attorney General

Date: 24 Jan 17

Lessee's State of Organization: NV

Agreed to:  
STATE OF NEVADA

By: James R. Wells  
Authorized signature

Name (type or print): James R. Wells

Title (type or print): Clerk of the Board

Date: 2/14/17

Agreed to:  
IBM CREDIT LLC

By: Monica Magalhães  
Authorized signature

Name (type or print): Monica Magalhães

Title (type or print): BSO NA Manager

Date: 01/24/2017

AGREED TO:  
STATE OF NEVADA  
BY: Jeff Haag

Jeff Haag  
Purchasing Administrator  
Date: 1-25-2017

Schedule/Agreement No.: 030332

Certificate of Acceptance No.: 030332001

**IBM Credit LLC**  
**Certificate of Acceptance**

**Lessee/Borrower Name ("Client") and Address:**

STATE OF NEVADA  
575 E THIRD ST  
ENTERPRISE INFO TECH SERVICE  
CARSON CITY NV 89701-4763

**Lessor Name and Address:**

IBM Credit LLC  
7100 Highlands Parkway  
Smyrna, GA 30082  
igmadoc@us.ibm.com

The Client certifies and agrees that the information contained in the following table(s) is correct and relates to item(s) leased or financed under the terms and conditions of the above referenced Schedule/Agreement with IBM Credit LLC.

**Client Reference:**

Payment Period: Monthly

Payment Type: Arrears

Lease(s)		
Qty.	Product Description	Initial Payment Term (months)
1	2424 961 DS8870	7

Client represents and certifies that the item(s) listed in the above table(s) are in compliance with Client's specifications ("Accepted Item(s)"). Client hereby accepts the Accepted Item(s) listed in the above table(s) on the Acceptance Date and authorizes IBM Credit LLC to make payments to the Supplier(s) for the Supplier's invoice(s) for the Accepted Item(s) and to commence the leasing or financing of these Accepted Item(s) under the Schedule/Agreement.

Since this Certificate of Acceptance (COA) is being issued prior to Lessor's receipt of an invoice, Lessor, upon its receipt of this COA duly executed by Lessee and the Supplier's invoice, will either issue i) a confirmation document in order to confirm Lessor's acceptance of the COA or ii) an updated COA which requires Lessee's signature in order to confirm any changes. In order for IBM Credit LLC to make payment to your listed Suppliers, all Equipment must include serial number information. Accordingly, Client hereby authorizes IBM Credit LLC to complete or update any manufacturer serial number information for any Accepted Item(s) accepted, without Client's further action or consent.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement referenced in the Schedule listed above.

This COA may be sent to Client by IBM Credit LLC in soft copy format, such as a PDF file. Client represents and warrants that no changes have been made to the text of this COA, except for IBM Credit LLC authorized alterations to the Product Description (including without limitation, changes to any other information listed on the product information tables herein). If there are any conflicts between the version delivered by IBM Credit LLC to Client and the version delivered by Client to IBM Credit LLC, or if the Supplier's invoice does not match the information listed on the COA, IBM Credit LLC reserves the right not to accept the transaction and to send a replacement COA to Client. Any copy of this COA made by reliable means (for example photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

COA is to be signed by Agency only once equip. has been delivered.

For the purposes of the transaction commencement provisions specified in the Agreement referenced in the Schedule listed above, Client hereby represents, warrants and certifies that as of the following date, Client has accepted the Accepted Item(s) listed in the product information tables herein:

\_\_\_\_\_ (MM/DD/YYYY) ("Acceptance Date" for Accepted Item(s))

Agreed to:  
STATE OF NEVADA

Agreed to:  
STATE OF NEVADA

By: \_\_\_\_\_  
Authorized signature

By: \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Name (type or print): \_\_\_\_\_

Title (type or print): \_\_\_\_\_

Title (type or print): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Agreed to:  
STATE OF NEVADA

By: \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Title (type or print): \_\_\_\_\_

Date: \_\_\_\_\_



# SOLUTION PROPOSAL

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Prepared for:  
STATE OF NEVADA  
575 East Third St.  
Carson City, NV 89701

Prepared By:  
Kevin Gates  
Client Executive  
Phone: (480) 734-1034  
Email: kevin.gates@siriuscom.com

Quote Date: 09/15/16  
Expires: 10/15/2016  
10K RPM Disk Drive  
Proposal #: PR134007.3

Sirius Computer Solutions  
10100 Reunion Place, Suite 500  
San Antonio, TX 78216

All information provided in this proposal is the confidential and proprietary information of Sirius Computer Solutions and may not be disclosed, disseminated, or otherwise revealed, in whole or in part, to any party outside of STATE OF NEVADA.





STATE OF NEVADA  
575 East Third St.  
Carson City, NV 89701

Sirius Computer Solutions  
10100 Reunion Place, Suite 500  
San Antonio, TX 78216  
www.siriuscom.com

Quote Date: 09/15/16  
Expires: 10/15/2016  
10K RPM Disk Drive  
Proposal #: PR134007.3

Client Executive:  
Kevin Gates  
Phone: (480) 734-1034  
Email:  
kevin.gates@siriuscom.com

Part #	Description	Qty	Ext. Sale Price
2424-961-1999	HARDWARE INSTALLATION MES	1	\$4,000.00
2424-961-5708	600 GB 10K FDE DRIVE SET	1	\$36,199.80
2399-LFA-7051	OEL 1 VALUE UNIT	2	\$2,700.00
2399-LFA-7053	OEL 10 VALUE UNIT	1	\$10,900.00
2399-LFA-7251	PTC 1 TB	4	\$10,400.00
2399-LFA-7252	PTC 5 TB	1	\$11,050.00
2399-LFA-7821	PAV 1 TB	4	\$6,240.00
2399-LFA-7822	PAV 5 TB	1	\$6,600.00
DONSXLL	IBM SECURITY KEY LIFECYCLE MANAGER FOR DISK CLIENT DEVICE FOR ZENTERPRISE BLADECENTER EXTENSION LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	16	\$1,972.80
<b>Subtotal:</b>			<b>\$90,062.60</b>
<b>Shipping and Handling:</b>			<b>\$0.00</b>
<b>Total:</b>			<b>\$90,062.60</b>

Unless otherwise noted, the price stated herein does not include applicable taxes, which may be added at the time of invoice. The price stated above for shipping and handling is subject to change in the event Customer requests expedited shipping, whether such request is made before or after acceptance of this Purchase Authorization by Customer.

This proposal is valid if ordered on or before 10/15/2016.

Until Sirius receives and accepts a Purchase Order or this Purchase Authorization for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The Products contained on this Order may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay a partial payment of the total purchase price stated above for any such partial shipment of Products.

All of the Information provided in this Proposal is considered confidential and proprietary between Sirius and STATE OF NEVADA. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of STATE OF NEVADA or any party within STATE OF NEVADA who is not privileged to receive such information.

**PURCHASE TERMS AND CONDITIONS**

- 1. Purchase Price; Payment; Taxes.** Customer agrees to pay the total purchase price as shown on the attached Sirius proposal (the 'Order'), plus any applicable sales/use tax. These Purchase Terms and Conditions (the 'Terms') are explicitly made a part of the Order and are hereby incorporated therein by reference. Payment is due within thirty (30) days from the date of the invoice, unless alternative terms have been agreed upon between Sirius and the client prior to the date of this proposal. Customer agrees that any payment not received by Sirius within thirty (30) days of the invoice date shall be subject to an annual interest charge of 12%, or the maximum allowed by law, whichever is less.
- 2. Payment by Third Party Leasing Company.** If Customer enters into a lease agreement with a third party leasing company to finance the Order, Customer shall remain bound by these terms and conditions, except to the extent that the third party leasing company shall be obligated to pay the total purchase price of the Order. In the event the third party leasing company fails to make such payment, Customer shall make such payment, and Sirius shall convey title (where applicable) to Customer upon payment of the total purchase price of the Order.
- 3. Freight Costs; Delivery.** Sirius will arrange for shipment and delivery of the Products listed in the applicable Order to the Installation site. Unless specifically stated otherwise, Customer will be responsible for shipping and delivery charges. Risk of loss to the Products shall pass to Customer upon delivery at Customer's site.
- 4. Title; Security Interest.** Title to each product (other than software) to be sold by Sirius hereunder shall pass to Customer upon delivery. Title to software is not being transferred and the right to use software included in the Order shall be governed by a separate license agreement between Customer and the software vendor.
- 5. Returns.** No products (including Software) shall be returned to Sirius or software subscriptions cancelled by Customer without prior written approval from Sirius.



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6. Limited Warranties. Sirius represents and warrants that, at the time each product is delivered, Sirius will be the lawful owner of such product (other than software products), free and clear from any liens and encumbrances, and will have full right, power and authority to transfer good and valid title to the same to Customer. Sirius, as the lawful/authorized reseller of the products being delivered to Customer, represents and warrants that such products will be accompanied by the applicable manufacturer's or software licensor's representations and warranties (either directly through the manufacturer/software licensor or as transferred by Sirius) in accordance with the manufacturer's/software licensor's policies. Customer agrees it is relying solely on the manufacturer's representations and warranties (except as expressly set forth above) and Sirius shall have no liability or obligations with respect to any manufacturer's representations and warranties, and any claims by Customer shall be made solely against the manufacturer.

Notwithstanding the foregoing, with respect to products that have been used and/or refurbished and therefore do not have any manufacturer's warranty, Sirius warrants that for a period of thirty (30) days immediately following the delivery of the products, such products will qualify for the manufacturer's maintenance agreement, if the products are both installed by the manufacturer and placed under the manufacturer's maintenance agreement prior to such installation within such thirty (30) day period; provided, that Customer's exclusive recourse for a breach of this warranty shall be either the repair or replacement of such refurbished equipment or a refund of the purchase price. After such thirty (30) day period, Customer assumes all liability for such products which are either defective or may be incomplete and Sirius will have no further liability or obligation with respect thereto.

As Sirius is not the manufacturer of the products listed on the Order, Customer waives any claim against Sirius based upon (i) any infringement or alleged infringement of any patent or other intellectual property rights with respect to any products sold hereunder or any software licensed by any third party or (ii) any indemnity claim or obligation made by another against Customer arising out of any such infringement or alleged infringement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SIRIUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING PRODUCTS, SOFTWARE AND/OR SERVICES OR OTHER ITEMS PROVIDED BY SIRIUS UNDER THE ORDER OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND SIRIUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability. IN NO EVENT WILL SIRIUS BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF OR DAMAGE TO DATA, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SIRIUS' LIABILITY ARISING FROM OR RELATED TO THE ORDER SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE TO SIRIUS HEREUNDER. THIS LIMITATION SHALL APPLY TO THE FULLEST EXTENT PROVIDED BY LAW, AND CUSTOMER AGREES TO RELEASE SIRIUS, ITS EMPLOYEES, AFFILIATES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY EXCEEDING THE LIMITS STATED IN THIS PROVISION, REGARDLESS OF THE REMEDY UNDER WHICH DAMAGES ARE SOUGHT AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

8. Applicable Law. The Order (including these Terms) and the rights and obligations of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws.

9. Arbitration. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OF ANY NATURE WHATSOEVER THAT MAY ARISE BETWEEN THEM, INCLUDING, BUT NOT LIMITED TO, THOSE DISPUTES RELATING TO, OR INVOLVING IN ANY WAY, THE TRANSACTIONS BETWEEN THE PARTIES, THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE PROVISIONS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE NOTWITHSTANDING. By execution of this Agreement, each of the parties hereto acknowledges and agrees that it has had an opportunity to consult with legal counsel and that he/she/it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by this Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.



## PURCHASE AUTHORIZATION

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10. General. The Order (including these Terms) represents the entire and integrated agreement and understanding between the parties with respect to the attached Sirius proposal and supersedes all prior or contemporaneous understandings and agreements, whether written or oral. Neither party will be liable or deemed to be in default for any delay or failure to perform its obligations hereunder if such failure results directly or indirectly from any cause beyond its reasonable control. The Order may be executed in any number of counterparts, each of which when executed and delivered (which deliveries may be made by email or facsimile) shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. No modification of these Terms, nor waiver of any rights hereunder, shall be valid unless in writing and signed by the party against whom the modification or waiver is sought to be enforced. The waiver of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. Neither the Order nor any of its rights or duties hereunder may be assigned or transferred by Customer, unless Sirius has consented to such assignment or transfer in writing. The Order does not and is not intended to confer any rights or remedies upon any person or entity other than the parties hereto. If any provision of these Terms are held by a court of competent jurisdiction to be contrary to law or otherwise invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

Customer acknowledges and agrees that the Passport Advantage ("PPA") Software Subscription and Support proposed hereunder may not be cancelled, returned, or refunded. This no-return policy applies whether the software subscription is new or a renewal.

Sirius is pleased to present you with this proposal for IBM Software Subscription and Support. Keeping current on your IBM Subscription and Support is extremely valuable to your business, and can help maximize the ROI on your IBM Software investment. The primary components of IBM Subscription and Support are broken down as follows:

With IBM Software Subscription you get:

- \* Access to new releases and versions of your licensed IBM Software helps you reduce your software acquisition expenses.
- \* The option to receive notifications of new product releases and to subscribe to technical support updates lets you choose when to upgrade and what technical support information you wish to receive.
- \* The latest technology from IBM ensures that your IT environment is responsive, reliable, and ready for growth and change.

With IBM Technical Support you get:

- \* Cross-platform software technical support around the clock and around the world.
- \* Online technical support including enhanced self-help and search capabilities.
- \* Voice support for new deployments, migration, and code-related questions.
- \* Fast problem resolution by phone for all "Severity 1" situations 24 hours a day, seven days a week and you decide which issues qualify as "Severity 1".

IBM does not permit "partial" Subscription and Support; as such, all quantities of each of the IBM Passport Advantage products running in this environment should be renewed.

As IBM's largest software reseller, Sirius is eager to help your organization optimize your business with the help of IBM Software. We have hundreds of engineers, holding thousands of certifications, who can help you get the most out of your current IBM Software or architect new, game-changing solutions for your business using IBM's world-class software stack. For more information on IBM Software Solutions please contact your Sirius Sales Executive.

Please review the enclosed IBM Software quotation and let us know if you have any questions. We recommend that you purchase the Subscription & Support prior to the quotation expiration date in order to provide optimal coverage for your investment. Thank you for giving Sirius Computer Solutions the opportunity to help optimize your business with IBM Software.

This Proposal is subject to the terms and conditions of the above referenced Agreement(s). Acceptance of this Proposal by an authorized representative of STATE OF NEVADA will be deemed the equivalent of a Client Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.



Accepted by:  
STATE OF NEVADA

Approved by:  
Sirius Computer Solutions, Inc.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

Ship to Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bill to Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **18409**

Amendment Number: **1**

Agency Name: **ADMIN - ENTERPRISE IT SERVICES**

Legal Entity Name: **INTERNATIONAL BUSINESSS MCHNS**

Agency Code: **180**

Contractor Name: **INTERNATIONAL BUSINESSS MCHNS**

Appropriation Unit: **1385-27**

Address: **CORP DBA IBM CORPORATION**

Is budget authority available?: **Yes**

**PO BOX 534151 LOCKBOX 534151**

If "No" please explain: **Not Applicable**

City/State/Zip: **ATLANTA, GA 30353-4151**

Contact/Phone: **Jelita Holmesly 714/270-3437**

Vendor No.: **PUR0000395E**

NV Business ID: **NV20031004664**

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 %	<b>X</b>	Fees	<b>100.00 %</b>	<b>User Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: **2338051**

**RECEIVED**

**MAR 08 2017**

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **02/14/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **197 days**

4. Type of contract: **Lease/Purchase Agreement**

Contract description: **Mainframe Storage**

5. Purpose of contract:

**This is the first amendment to the original master lease agreement #067808063G which provides IBM Mainframe Storage Equipment required to upgrade/replace existing storage that cannot perform parallel access volumes or encryption of data at rest. This amendment amends the term start date from February 2017 to March 2017 and increases the monthly rent payment from \$13,005.11 to \$15,149.44 per month. The maximum amount has been decreased from \$91,035.77 to \$90,062.60 due to the lease term decreasing from seven months to six months.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$91,035.77	\$91,035.77	\$91,035.77	Yes - Action
2. Amount of current amendment (#1):	-\$973.17	-\$973.17	-\$973.17	No
3. New maximum contract amount:	\$90,062.60			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The current equipment will not fulfill the requirements of the IRS audit of Health and Human Services which requires that all data leaving the State IBM mainframe via Wide Area Network (WAN) or Local Area Network (LAN) be encrypted by October 1, 2013, a deadline established by Obama Healthcare for data at rest to be stored.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Lack of expertise.**

**RETURN TO  
DoA/ASD**

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 #: 170102**  
**Approval Date: 01/25/2017**

c. Why was this contractor chosen in preference to other?  
 WSCA contract terms have been competitively bid and the operating lease terms are better than the contract WSCA prices, the competitive bid is not necessary.

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:

2013 to current, DOA - Enterprise IT Services, satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?  
 No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
 Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?  
 Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?  
 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	03/08/2017 13:21:42 PM
Division Approval	amarangi	03/08/2017 13:21:45 PM
Department Approval	amarangi	03/08/2017 13:21:48 PM
Contract Manager Approval	amarangi	03/08/2017 13:21:51 PM

AMENDMENT No. 1 to MASTER LEASE AGREEMENT BETWEEN THE  
STATE OF NEVADA  
and INTERNATIONAL BUSINESS MACHINES CORP  
dba IBM CORPORATION

1. AMENDMENTS. For and in consideration of mutual promises and other valuable consideration, all provisions of the original Master Lease Agreement No. **067808063G**, with an effective date of **February 14, 2017**, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

The following **Master Lease Agreement Schedule** term start date has been amended from February 2017 to **March 2017** and the monthly rent has increased from \$13,005.11 to **\$15,149.44 per month**. The total amount funded has decreased from \$91,035.77 to **\$90,062.60** due to the lease term decreasing from seven months to **six months**.

2. INCORPORATED DOCUMENTS. Exhibit A (Master Lease Agreement, including previous amendments) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. REQUIRED APPROVAL. This amendment to the original Master Lease Agreement shall not become effective until and unless approved by the Nevada State Board of Examiners.

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

---

**IBM Credit LLC  
Master Lease Agreement Schedule**

Schedule No: 030374

Page 1 of 2

Master Lease Agreement No: 067808063G

**Lessee Name and Address:**  
STATE OF NEVADA  
575 E THIRD ST  
ENTERPRISE INFO TECH SERVICE  
CARSON CITY NV 89701-4763

**Lessor Name and Address:**  
IBM Credit LLC  
7100 Highlands Parkway  
Smyrna, GA 30082  
igfnadoc@us.ibm.com

This Schedule to the above referenced Master Lease Agreement ("Master Agreement") is executed between STATE OF NEVADA ("Lessee") and IBM Credit LLC ("Lessor").

Payment Period: Monthly  
Payment Type: Arrears  
Validity Date: February 23, 2017  
Payment Method: Cash or Check  
Supplier: SIRIUS COMPUTER SOLUTIONS INC

Lease(s)										
Ref No.	Qty.	Product Description	Initial Payment Term (months)	Amount Funded (\$)	Rate/1000 of Amount Funded (\$)	Rent (\$)		Planned Commencement Month	End of Lease Purchase Option	
1	1	2424 961 <sup>1,2</sup> DS8870 S/N 75BWV30	CO	90,062.60	168.2101	6 Payments of	15,149.44	March 2017	FMV	
<b>TOTALS</b>				<b>90,062.60</b>		<b>6 Payments of</b>	<b>15,149.44</b>			

**SPECIAL TERMS AND CONDITIONS:**

The following shall apply to the item(s) in the table(s) with a correlating number indicator in the Product Description box.

- The Lease for Equipment with a Term of "CO" is a Lease of an Alteration to Equipment with the same serial number currently under lease between Lessor and Lessee and such Lease for the Alteration shall be coterminous to the current Lease for the base Equipment.
- For this Lease, Lessor is the owner of the Equipment for federal income tax purposes.

The following shall apply to this entire transaction.

- The parties agree that i) any modifications to the terms and conditions contained herein are null and void unless specifically agreed in writing by both parties and ii) this Schedule must be fully executed and received by Lessor by the Validity Date listed above.

Lessee hereunder declares that it has read and understands and agrees to be bound to the terms and conditions of the agreements that govern this Schedule/Supplement (each a "Governing Agreement") and any amendments or addendum thereto as Lessee. The Governing Agreement, this Schedule and any applicable attachments or addenda are the complete and exclusive statement of the Parties with respect to the subject matter herein. The foregoing referenced documents supersede any prior oral or written communications between the Parties related to the transactions covered by this Schedule/Supplement. Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's exact legal name, and is true, accurate and complete in all respects. By signing below, both Parties agree to the terms of this Schedule/Supplement as it may be amended or modified.



Agreed to:  
STATE OF NEVADA *Approved as to form*  
By: *Jeffrey D. Menicucci*  
Authorized signature  
Name (type or print): *Deputy Attorney General*  
Title (type or print): *Jeffrey D. Menicucci*  
Date: *2 Mar. 17*

Agreed to:  
STATE OF NEVADA for James R. Wells  
By: *[Signature]*  
Authorized signature  
Name (type or print): *James R. Wells*  
Title (type or print): *BOE Clerk*  
Date: *3/9/17*

Agreed to:  
STATE OF NEVADA  
By: *[Signature]*  
Authorized signature  
Name (type or print): *Shannon S. Rahming*  
Title (type or print): *CFO*  
Date: *3/7/17*

Agreed to:  
IBM CREDIT LLC  
By: *[Signature]*  
Authorized signature  
Name (type or print): *Monica Macaluso*  
Title (type or print): *BSO WA MANAGER*  
Date: *01/24/2017*

Lessee's State of Organization: NV

Agreed to:  
STATE OF NEVADA  
By: *[Signature]*  
Jeff Haag  
Purchasing Administrator  
Date: *3-8-2017*

ADAM PAUL LAXALT  
*Attorney General*



WESLEY K. DUNCAN  
*First Assistant Attorney General*

NICHOLAS A. TRUTANICH  
*First Assistant Attorney General*

STATE OF NEVADA  
OFFICE OF THE ATTORNEY GENERAL

100 North Carson Street  
Carson City, Nevada 89701

March 2, 2017

*Sent via Inter-Office Mail*

Shannon Rahming, Chief Information Officer  
Division of Enterprise Information Technology Services  
Department of Administration  
100 N. Stewart Street, Suite 100  
Carson City, NV 89701

**Re: Term Lease Master Agreement (067808063G) between IBM Credit, LLC and State of Nevada, Division of Enterprise Information Technology Services and Master Lease Agreement Schedule No.030374**

Dear Ms. Rahming:

In connection with the Term Lease Master Agreement No. 067808063G between State of Nevada, Division of Enterprise Information Technology Services, Department of Administration, as Lessee, and IBM Credit LLC as Lessor, together with its Addenda and the above referenced Master Lease Agreement Schedule (the "Agreement"), I have examined the law and such other papers necessary to render the following opinion:

1. Lessee is a Division of the Department of Administration of the State of Nevada, as described under Chapter 242 of the Nevada Revised Statutes, and is a state or political subdivision of a State within the meaning of Section 103 of the Internal Revenue Code of 1986.
2. Lessee has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder.

3. The authorization and approval of the Agreement, the execution thereof, and the transactions contemplated thereby have been conducted in accordance with all applicable laws.
4. The Agreement has been duly executed and delivered by Lessee and when the signature page relative to this Supplement and Addendum has been fully executed, it will constitute a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by (i) any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, (ii) laws or rules applicable the State, municipalities, or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, including, but not limited to, limits resulting from sovereign immunity, and (iii) the exercise of judicial discretion in appropriate cases.
5. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our actual knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security of the Agreement.

...

...


...

Shannon Rahming  
Page 3  
March 2, 2017

This Office expresses no opinion with respect to the laws of any jurisdiction other than the internal laws of the State of Nevada. Our opinion is based upon such laws as are in effect on the date of this opinion letter, and we expressly disclaim any undertaking to advise you of any subsequent changes in law.

Respectfully Yours,

ADAM PAUL LAXALT  
Attorney General

By:   
Jeffrey D. Menicucci  
Deputy Attorney General  
Ph.: (775) 684-1214  
Email: [Jmenicucci@ag.nv.gov](mailto:Jmenicucci@ag.nv.gov)

JDM/mh

cc: Jeffrey Haag, Administrator, Division of Purchasing  
IBM Credit, LLC

Schedule/Agreement No.: 030374

Certificate of Acceptance No.: 030374001

**IBM Credit LLC**  
**Certificate of Acceptance**

Page 1 of 2

**Lessee/Borrower Name ("Client") and Address:**

STATE OF NEVADA  
575 E THIRD ST  
ENTERPRISE INFO TECH SERVICE  
CARSON CITY NV 89701-4763

**Lessor Name and Address:**

IBM Credit LLC  
7100 Highlands Parkway  
Smyrna, GA 30082  
ignadoc@us.ibm.com

The Client certifies and agrees that the information contained in the following table(s) is correct and relates to item(s) leased or financed under the terms and conditions of the above referenced Schedule/Agreement with IBM Credit LLC.

**Client Reference:**  
Payment Period: Monthly  
Payment Type: Arrears

Lease(s)		
Qty.	Product Description	Initial Payment Term (months)
1	2424 961 DS8870	8

Client represents and certifies that the item(s) listed in the above table(s) are in compliance with Client's specifications ("Accepted Item(s)"). Client hereby accepts the Accepted Item(s) listed in the above table(s) on the Acceptance Date and authorizes IBM Credit LLC to make payments to the Supplier(s) for the Supplier's invoice(s) for the Accepted Item(s) and to commence the leasing or financing of these Accepted Item(s) under the Schedule/Agreement.

Since this Certificate of Acceptance ("COA") is being issued prior to Lessor's receipt of an invoice, Lessor, upon its receipt of this COA duly executed by Lessee and the Supplier's invoice, will either issue i) a confirmation document in order to confirm Lessor's acceptance of the COA or ii) an updated COA which requires Lessee's signature in order to confirm any changes. In order for IBM Credit LLC to make payment to your listed Suppliers, all Equipment must include serial number information. Accordingly, Client hereby authorizes IBM Credit LLC to complete or update any manufacturer serial number information for any Accepted Item(s) accepted, without Client's further action or consent.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement referenced in the Schedule listed above.

This COA may be sent to Client by IBM Credit LLC in soft copy format, such as a PDF file. Client represents and warrants that no changes have been made to the text of this COA, except for IBM Credit LLC authorized alterations to the Product Description (including without limitation, changes to any other information listed on the product information tables herein). If there are any conflicts between the version delivered by IBM Credit LLC to Client and the version delivered by Client to IBM Credit LLC, or if the Supplier's invoice does not match the information listed on the COA, IBM Credit LLC reserves the right not to accept the transaction and to send a replacement COA to Client. Any copy of this COA made by reliable means (for example photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

For the purposes of the transaction commencement provisions specified in the Agreement referenced in the Schedule listed above, Client hereby represents, warrants and certifies that as of the following date, Client has accepted the Accepted Item(s) listed in the product information tables herein:

3/18/17 (MM/DD/YYYY) ("Acceptance Date" for Accepted Item(s))

Agreed to:  
STATE OF NEVADA

By: *Shannon Stuhling*  
Authorized signature

Name (type or print): Shannon Stuhling

Title (type or print): CTO

Date: 3/18/17

Agreed to:  
STATE OF NEVADA

By: \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Title (type or print): \_\_\_\_\_

Date: \_\_\_\_\_

Agreed to:  
STATE OF NEVADA

By: \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Title (type or print): \_\_\_\_\_

Date: \_\_\_\_\_

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

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

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

Date: July 12, 2017

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

From: Katrina Nielsen, Executive Branch Budget Officer

A handwritten signature in blue ink that reads "Katrina Nielsen".

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF EDUCATION – ASSESSMENTS & ACCOUNTABILITY**

Agenda Item Write-up:

Pursuant to NRS 332.195, the Department of Education requests to utilize a Chicago Public Schools Intrastate Interlocal Agreement with Northwest Evaluation Association to provide a new Measures of Academic Progress Kindergarten through Third Grade Reading Assessment totaling \$1,712,621.20.

Additional Information:

This contract includes a computer-based adaptive assessment tool, associated implementation services, professional development services, technical support, data integration, and reporting services. See attached the Department of Education's memo for further detail regarding this joinder contract.

Statutory Authority:

NRS 332.195

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

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **18890**

Agency Name:	<b>NDE - DEPARTMENT OF EDUCATION</b>	Legal Entity Name:	<b>NWEA</b>
Agency Code:	<b>300</b>	Contractor Name:	<b>NWEA</b>
Appropriation Unit:	<b>2697-11</b>	Address:	<b>121 NW Everett Street</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Portland, OR 97209-4049</b>
If "No" please explain:	<b>Not Applicable</b>	Contact/Phone:	<b>Jeff Strickler 503-528-5200</b>
		Vendor No.:	<b>T27027751</b>
		NV Business ID:	<b>NV20071300623</b>

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.

<b>X</b>	General Funds	<b>100.00 %</b>	Fees	<b>0.00 %</b>
	Federal Funds	<b>0.00 %</b>	Bonds	<b>0.00 %</b>
	Highway Funds	<b>0.00 %</b>	Other funding	<b>0.00 %</b>

2. Contract start date:

a. Effective upon 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: **06/30/2018**Contract term: **333 days**4. Type of contract: **Other (include description): Joinder Intrastate Interlocal Agreement**Contract description: **K-3 Reading Assessmt**

5. Purpose of contract:

**This is a new Joinder Intrastate Interlocal Agreement to provide the new statewide Measures of Academic Progress Kindergarten through Third Grade Reading Assessment [as adopted by the Nevada State Board of Education and identified in Nevada State Regulations (NAC, Chapter 388, Section 4)]. This contract includes a computer-based adaptive assessment tool, associated implementation services, professional development services, technical support, data integration, and NWEA reporting services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,712,621.20**

Other basis for payment: upon receipt of invoice in three equal payments

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**In 2015 the Nevada State Legislature passed SB391, the Nevada Read by Grade 3 Act. SB 391 established Nevada's Read by Grade 3 Program. SB 391 identifies multiple protocols aimed at improving K-3 literacy instruction & intervention across all public school district and charter school K-3 settings. In June of 2016 the State Board of Education adopted NWEA's MAP K-3 Reading Assessment statewide. In September, 2016, the State Legislative Regulatory Commission enacted it as regulation. This regulation also indicates that the statewide rollout of the MAP K-3 reading assessment will occur during the 2017-2018 academic year. At the outset of this school year, all Nevada public and charter K-3 students will be assessed with this tool.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:



This very complex technical reading assessment work is beyond the scope of NDE. The Northwest Evaluation Association is highly respected for its national work in reading assessment. NWEA has established a national team of highly skilled professional experts (in literacy, technical oversight, data management, etc.). NWEA's capacity is a safeguard for ensuring the successful implementation of this test across Nevada.

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

Per NRS 332.195 - Joinder or mutual use of contracts by governmental entities. The department is using the joinder clause to enter into a Joinder Intrastate Interlocal Agreement with NWEA. NWEA has a current contract with the Chicago Public Schools to perform similar work.  
Per SB 391 (78th Legislative Session), the Nevada Read by Grade 3 Act, the Nevada State Board of Education adopted (through regulation) the Measures of Academic Progress (MAP) assessment as the sole "valid and reliable" assessment to be used to measure the reading proficiency of all Nevada (public school district and charter) K-3 students. As noted above, this decision was upheld by the state Regulatory Commission.

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

10. Does the contract contain any IT components?  Yes

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No  If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No  If "Yes", please explain

Not Applicable

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

Yes  If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Department of Education - CETS #18205 dated 11/17/2016-12/18/2016 - work has been satisfactory  
Chicago Public Schools - work has been satisfactory

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Kevin Marie Laxalt, Education Programs Professional Ph: 775-687-9261

20. Contract Status:

Contract Approvals:

Approval Level

User

Signature Date

Budget Account Approval	amccalla	06/14/2017 17:12:55 PM
Division Approval	amccalla	06/14/2017 17:12:59 PM
Department Approval	amccalla	06/14/2017 17:13:02 PM
Contract Manager Approval	ablackwe	06/15/2017 07:04:42 AM
EITS Approval	rkeith	06/20/2017 10:12:00 AM
Budget Analyst Approval	Pending	
BOE Agenda Approval	Pending	
BOE Final Approval	Pending	

**BRIAN SANDOVAL**  
*Governor*

STATE OF NEVADA

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

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



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

July 14, 2017

**TO:** Katrina Nielsen

**FROM:** Seng-Dao Keo  
Director, Office of Student and School Supports

**SUBJECT:** CETS #18890 NWEA

---

Deputy Superintendent Brett Barley responded via email on July 11 to several items requested regarding CETS #18890 NWEA. These were requested via email on July 6 (to Kevin Marie Laxalt and Brett Barley, with others in NDE cc:ed) and July 10 (to Audra Blackwell, with others in NDE cc:ed). Please find below a list of items the Department of Education will address within this memorandum. Addressing these items fulfill the requests.

1. *Updated language for the joinder contract*
2. *A memo must be provided requesting a BOE action item be placed on the BOE agenda.*
3. *The memo must include a statement why entering into this joinder contract is beneficial to the State.*
4. *The memo must include a statement confirming the original contract contracting process was at least as stringent as and complies with the requirements of NRS 333.*
5. *The memo must include a statement that NDE agrees to the terms and conditions negotiated between the other entities.*
6. *Joinder contracts require the Purchasing Division's approval.*

✓ *1. Updated language for the joinder contract*

**The Department of Education delivered the updated joinder contract to the Budget Office this afternoon on July 14, 2017.**

- ✓ 2. A memo must be provided requesting a BOE action item be placed on the BOE agenda.

The Department of Education requests a Board of Examiner (BOE) action item be placed on the agenda for the August 8, 2017, BOE meeting. Further information is provided below.

DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
300	Department of Education	NWEA	State	\$1,712,621.20	
Contract Description	<p>Per SB 391, the Nevada Read by Grade 3 Act, the Nevada State Board of Education adopted (through regulation) the Measures of Academic Progress (MAP) assessment as the sole “valid and reliable” assessment to be used to measure the reading proficiency of all Nevada (public school district and charter) K-3 students. In September, 2016, the Regulations Committee of the Nevada State Legislature finalized this process by establishing a specific state regulation (see Nevada Administrative Code, Chapter 388). The use of this specific K-3 Reading assessment is now identified within an official state regulation. Nevada school districts and schools will begin using the assessment in August of 2017 to comply with the Nevada Read by Grade 3 Act.</p> <p>This contract is for the K-3 Reading assessment to comply with the Nevada Read by Grade 3 Act.</p>				
	Term of Contract	June 1, 2017 - June 30, 2018		Contract #18890	

- ✓ 3. The memo must include a statement why entering into this joinder contract is beneficial to the State.

**Entering this joinder contract is beneficial to the State.** A statewide joinder contract saves Nevada **\$346,860.10** in testing costs alone over the biennium, while also providing savings in professional development support, and other services like standards setting, state reports, program management, and a technical consultant. See attached document for costs for technical consultant (\$80,000), account management (\$240,000), program management (\$180,000), reports (\$28,847.40), and standard setting (\$67,968.43). When including these other services the statewide joinder contract saves Nevada a total of **\$596,815.83** annually.

Finally, there are additional savings for professional development (\$250 per attendee per training). NDE is not sure how many individuals would be trained and how many of the trainings each would attend, but it would involve most K-3 grade teachers, which adds to a very rough estimate of 6,921 educators assigned to K-3, for a range of additional savings of anywhere from **\$17,302.50 to \$69,210** depending on how many trainings each teacher takes.

A cost savings breakdown on the assessment savings, as well as a breakdown of other free, included services Nevada would otherwise not have access to or would have to pay for, are included below.

ESTIMATED MAP ASSESSMENT COSTS for NDE'S READ BY GRADE 3 PROGRAM						
Assessment	Vendor NorthWest Evaluation Association (NWEA)	Contract Type	Testing Sessions (Number of times per year the test will be administered)	2017-2018 Academic Year Estimated Cost (based on 2016-2017 enrollment)	2018-2019 Academic Year Estimated Cost (based on 2016-2017 enrollment)	ESTIMATED COSTS ACROSS BIENNIUM (2017-2019)
Measures of Academic Progress (MAP): MPG K-2 Early Reading Assessment/ 2 <sup>nd</sup> -5 <sup>th</sup> Reading Assessment)	NorthWest Evaluation Association (NWEA)	STATE	3 x per year • Fall (except for K) • Winter • Spring	Estimated total number of K-3 students x cost = 144,525 x \$11.85 = \$1,712,621.20	Estimated total number of K-3 students x cost = 144,525 x \$11.85 = \$1,712,621.20	\$3,425,242.40
Measures of Academic Progress (MAP): MPG K-2 Early Reading Assessment/ 2 <sup>nd</sup> -5 <sup>th</sup> Reading Assessment)	NorthWest Evaluation Association (NWEA)	LOCAL	3 x per year • Fall (except for K) • Winter • Spring	Estimated total number of K-3 students x cost = 144,525 x \$13.05 = \$1,886,051.25	Estimated total number of K-3 students x cost = 144,525 x \$13.05 = \$1,886,051.25	\$3,772,102.50
<b>TOTAL ESTIMATED SAVINGS of a STATE CONTRACT (ACROSS THE BIENNIUM)</b>						<b>\$346,860.10</b>

Program Management for NDE	Included with annual assessment subscription	\$180,000.00 per year
State and Large Account Management (Combined)	Included with annual assessment subscription	\$240,000 per year
Technical Consultant for NDE ▪ Available to be sent onsite to districts/schools in need of site-based technical support	Included with annual assessment subscription	\$80,000 per year

In addition to the cost savings and economies of scale described above, the State benefits from this joinder contract because it reduces burden across the educational system and creates synergies for local education agencies and schools. It is an opportunity for education leaders to share knowledge across a state network in pursuit of shared and rigorous student outcome goals.

- ✓ 4. The memo must include a statement confirming the original contract contracting process was at least as stringent as and complies with the requirements of NRS 333.

**The Nevada Department of Education confirms that the original contract contracting process between NWEA and CPS was at least as stringent as and complies with the requirements of NRS 333.**

Jeff Strickler, CEO of NWEA, confirmed this in an email dated July 11, 2017. That email was forwarded to you from Deputy Superintendent Brett Barley on July 11, 2017. The following is quoted from Jeff Strickler's email:

“Additionally, Chicago Public Schools followed an open procurement process when it conducted RFP Specification No. 11-250057 (which resulted in the attached NWEA-Chicago Public Schools contract), by which any party may provide a proposal. Chicago Public Schools selected NWEA based upon a range of criteria reflecting a combination of technical scores and price, which indicated the NWEA solution was in the best interests of Chicago Public Schools. We believe the process followed by Chicago Public Schools was as stringent as and complies with the requirements of NRS 333.”

- ✓ *5. The memo must include a statement that NDE agrees to the terms and conditions negotiated between the other entities.*

**The Department agrees to the terms and conditions negotiated between NWEA and CPS.**

- ✓ *6. Joinder contracts require the Purchasing Division's approval.*

**Please find attached the completed checklist needed for the Purchasing Division's approval. Jeff Haag sent this list via email to Deputy Superintendent Roger Rahming on July 11, 2017. (See Appendix A for the completed checklist. Appendix B is documentation to support question #7 from the checklist.)**

Thank you for helping NDE get this across the finish line. If you have any other questions or need further clarification, please reach out to me ([skeo@doe.nv.gov](mailto:skeo@doe.nv.gov) and 775-667-9145).

## APPENDIX A

### CETS #18890 NWEA

**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 (January 2016)                      \_\_\_ 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 (documentation previously submitted)                      \_\_\_ No
- 3) Obtain written approval from contracting agency for rights to piggyback of the existing contract. *Was written approval received from contracting agency?*  
✓ Yes (documentation previously submitted)                      \_\_\_ 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 (documentation previously submitted)                       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 (see attached documentation in Appendix B from GSA)                       No
-



**APPENDIX B**

**CETS #18890 NWEA**

SAM Search Results		
List of records matching your search for :		
Search Term : northwest* evaluation* association*		
Record Status: Active		
ENTITY	NORTHWEST EVALUATION ASSOCIATION	Status:Active
DUNS: 606535177	+4:	CAGE Code: 34RA9 DoDAAC:
Expiration Date: Sep 9, 2017	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 121 NW EVERETT ST		
City: PORTLAND	State/Province: OREGON	
ZIP Code: 97209-4049	Country: UNITED STATES	

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: **18890**

Agency Name: <b>NDE - DEPARTMENT OF EDUCATION</b>	Legal Entity Name: <b>NWEA</b>
Agency Code: <b>300</b>	Contractor Name: <b>NWEA</b>
Appropriation Unit: <b>2697-11</b>	Address: <b>121 NW Everett Street</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Portland, OR 97209-4049</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Jeff Strickler 503-528-5200</b>
	Vendor No.: <b>T27027751</b>
	NV Business ID: <b>NV20071300623</b>

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.

<input checked="" type="checkbox"/> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

**RECEIVED**

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**

**JUN 14 2017**

Retroactive? **No**

**GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2018**

Contract term: **364 days**

4. Type of contract: **Other (include description): Joinder Intrastate Interlocal Contract**

Contract description: **K-3 Reading Assessmt**

5. Purpose of contract:

**This is a new interlocal agreement to provide the new statewide MAP K-3 Reading Assessment [as adopted by the Nevada State Board of Education and identified in Nevada State Regulations (NAC, Chapter 388, Section 4)]. This contract includes: a computer-based adaptive assessment tool, associated implementation services, professional development services, technical support, data integration, and NWEA reporting services to the Nevada Department of Education.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,712,621.20**

Other basis for payment: upon receipt of invoice in three equal payments

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**In 2015 the Nevada State Legislature passed SB391, the Nevada Read by Grade 3 Act. SB 391 established Nevada's Read by Grade 3 Program. SB 391 identifies multiple protocols aimed at improving K-3 literacy instruction & intervention across all public school district and charter school K-3 settings. In June of 2016 the State Board of Education adopted NWEA's MAP K-3 Reading Assessment statewide. In September, 2016, the State Legislative Regulatory Commission enacted it as regulation. This regulation also indicates that the statewide rollout of the MAP K-3 reading assessment will occur during the 2017-2018 academic year. At the outset of this school year, all Nevada public and charter K-3 students will be assessed with this tool.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This very complex technical reading assessment work is beyond the scope of NDE. The Northwest Evaluation Association is highly respected for its national work in reading assessment. NWEA has established a national team of highly skilled professional experts (in literacy, technical oversight, data management, etc.). NWEA's capacity is a safeguard for ensuring the successful implementation of this test across Nevada.

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

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

- b. Solicitation Waiver: Exempt (Per statute)
c. Why was this contractor chosen in preference to other?

Per NRS 332.195 - Joinder or mutual use of contracts by governmental entities. The department is using the joinder clause to enter into a Joinder Intrastate Interlocal Agreement with NWEA. NWEA has a current contract with the Chicago Public Schools to perform similar work.
Per SB 391 (78th Legislative Session), the Nevada Read by Grade 3 Act, the Nevada State Board of Education adopted (through regulation) the Measures of Academic Progress (MAP) assessment as the sole "valid and reliable" assessment to be used to measure the reading proficiency of all Nevada (public school district and charter) K-3 students. As noted above, this decision was upheld by the state Regulatory Commission.

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:

Department of Education - CETS #18205 dated 11/17/2016-12/18/2016 - work has been satisfactory
Chicago Public Schools - work has been satisfactory

- 13. Is the contractor currently involved in litigation with the State of Nevada?
No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

- 14. The contractor is 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:

Table with 3 columns: Approval Level, User, Signature Date. Rows include Budget Account Approval, Division Approval, Department Approval, and Contract Manager Approval, all with 'Pending' status.

DoIT Approval	Pending
Budget Analyst Approval	Pending
BOE Agenda Approval	Pending
BOE Final Approval	Pending

# JOINDER INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

**Nevada Department of Education  
700 East Fifth Street  
Carson City, NV 89701**

**Contact: Brett Barley, Deputy Superintendent for Student Achievement  
Telephone: 775-687-9224 \* Fax: 775-687-9202  
E-mail: [bbarley@doe.nv.gov](mailto:bbarley@doe.nv.gov)**

and

**NWEA**

**121 NW Everett Street  
Portland, Oregon 97209-4049  
Contact: Jeff Strickler, President & COO  
Telephone: 503-528-5200  
E-mail: [jeff.strickler@nwea.org](mailto:jeff.strickler@nwea.org)**

WHEREAS, NWEA (formerly known as Northwest Evaluation Association) and Chicago Public Schools (CPS) entered that certain agreement dated March 1, 2012 and as amended from time to time for a computer-based adaptive assessment tool (the CPS Agreement).

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and NRS 332.195 Joinder or mutual use of contracts by government entities; and

WHEREAS, it is deemed that the services hereinafter set forth are 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 appropriate official action of the State.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective upon approval to June 30, 2018 unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other

party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract is based on the CPS Agreement and incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	DATA SHARING AGREEMENT
ATTACHMENT DD:	NWEA SERVICE LEVEL AGREEMENT
APPENDIX A:	NWEA PRICING AND STAFFING SUMMARY
APPENDIX B:	ACCOMMODATIONS
APPENDIX C:	DELIVERABLES GUIDELINES
APPENDIX D:	WEB-BASED MAP TECHNICAL REQUIREMENTS
APPENDIX E:	PROFESSIONAL DEVELOPMENT PLAN
APPENDIX F:	IMPLEMENTATION PLAN
APPENDIX G:	TECHNICAL SUPPORT PLAN
APPENDIX H:	STANDARD SETTING WORKSHOP FACILITATION PLAN

7. **CONSIDERATION.** NWEA agrees to provide the services set forth in paragraph (6) at a cost of up to \$1,712,621.20 (invoiced in thirds) with the total Contract or installments payable: upon invoice at the rate of payment 1, up to \$570,873.73, payment 2, up to \$570,873.73, and payment 3, up to \$570,873.73, not exceeding \$1,712,621.20. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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 expressly provided.

9. **INSPECTION & AUDIT.**

a. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, 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 where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, 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.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. 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 but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. 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.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. 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.

16. 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 nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

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

21. 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 and that the parties are authorized by law to perform the services set forth in paragraph (6).


22. 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. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a 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, approved by the State of Nevada Office of the Attorney General.



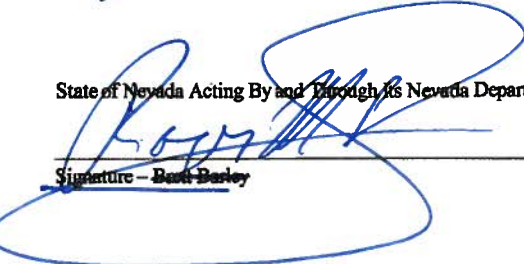
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

NWEA

  
Signature - Jeffrey Strickler Date July 13, 2017

President and COO  
Title

State of Nevada Acting By and Through its Nevada Department of Education

  
Signature - Brent Basley

Deputy Superintendent for ~~Student Achievement~~  
Date Title

Signature - Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On \_\_\_\_\_ (Date)

  
Deputy Attorney General for Attorney General, State of Nevada

On 7/14/17 (Date)

**ATTACHMENT AA**  
**Scope of Work #1**

<b>Project Name</b>	<b>Project Reference Number</b>	<b>Prepared by:</b>	<b>Preparer's Initials</b>
<b>K-3 Reading Assessment System</b>	<b>269711</b>	<b>Nancy Martineau</b>	<b>nm</b>
<b>Customer</b>	<b>Contact</b>	<b>Contact's Phone #</b>	<b>Date Prepared</b>
<b>NWEA</b>	<b>Susan Waddell</b>	<b>(503) 528-5200</b>	<b>July 13, 2017</b>

This Scope of Work #1 ("SOW") is made this day of July 13, 2017 by and between the Nevada Department of Education ("NDE" or "Buyer") and the NWEA ("Seller") and is governed by the terms and conditions of JOINDER INTRASTATE INTERLOCAL CONTRACT ("Agreement") executed by the parties. In the event of a conflict between the terms and conditions of this SOW and the Agreement, the terms of this SOW shall control for the subject matter of this SOW, only. Unless otherwise specified, capitalized terms in this SOW shall have the same meaning as set forth in the Agreement.

**1. Introduction:**

Within the Scope of this contract NWEA will provide a computer-based adaptive assessment tool implementation services, professional development services, technical support data integration, and reporting services to the NDE.

NWEA's goal is to provide NDE with successful implementation of NWEA's assessment services and provide ongoing professional development and technical resources. The resources outlined in this SOW establish a recommended minimum baseline for NDE services and details optional services. The plan and approach set forth in this SOW provides NDE with a recommended approach to insure the appropriate Subject Matter Experts (SME) are available to help NDE successfully implement NWEA assessment services.

This SOW describes the work to be undertaken by NWEA ("Services") for the 2017-2018 academic year under the terms and conditions of the Agreement, as modified and continued by this SOW between NWEA and NDE. Described within this SOW are the Project and the Services, which consist of the Deliverables to be provided by NWEA to NDE and NDE's responsibilities and related deliverables.

Changes to this SOW will be processed in accordance with the procedure described in Section 7.a, Additional Terms & Conditions, Change Orders. The investigation and the implementation of changes agreed to by NDE and NWEA may result in modifications to the Estimated Schedule, Charges, and other terms of this SOW and/or the Agreement.

**Key Assumptions:**

The parties agree that the schedule, level of effort and outcomes listed in this SOW are based on the following assumptions:

The pricing and project deliverables by NWEA in this SOW are based on the following assumptions which are accepted and agreed to by NWEA and NDE.

<b>ITEM</b>	<b>Category</b>	<b>Assumptions</b>
<b>1</b>	<b>Test &amp; Item Development</b>	NWEA has not proposed any custom test or item development for this project.
<b>2</b>	<b>Custom Software Development</b>	NWEA has proposed use of its standard MAP assessment system components. Requests for any other custom system features will be scoped for cost estimation, and the estimates will be presented to NDE as a contract change order.
<b>3</b>	<b>Custom Reports</b>	NWEA shall deliver its standard reports. Pricing for custom reports, including custom state-level reports, is set forth in Appendix A and will be documented with NDE through contract Change Orders.
<b>4</b>	<b>Custom Research Studies</b>	NWEA has proposed methodologies to provide NDE with additional data and metrics for its Adaptive Growth Assessments program. NWEA has provided for certain data and reports to be provided to NDE with the scope of the psychometric/research hours provided to NDE. Additional requests for custom research reports requested by NDE and agreed to by NWEA will be billed to NDE at the hourly rates included for research in this SOW.
<b>5</b>	<b>Intentionally deleted</b>	
	<b>Universal Access</b>	NWEA will provide such accommodations as are set forth in this SOW, which NDE has indicated is acceptable. NWEA's allowable accommodations are set forth in Appendix B.
<b>6</b>		There shall be no cost to NDE for flagging test events for which an accommodation has been provided as long as the accommodation is one listed or allowed pursuant to NWEA Accommodations policy included herein as Appendix B.
<b>ITEM</b>	<b>Category</b>	<b>Assumptions</b>
<b>7</b>	<b>Operational Reports</b>	The MAP system offers operational reports to assist users in identifying data errors to ensure the integrity of testing data. NWEA's pricing includes standard MAP operational reports. NDE may identify additional reporting needs specific to the Adaptive Growth Assessments program, such as tracking student participation. Development and ongoing support of

		custom reports will require a formal change control and result in additional fees.
8	<b>Security Infrastructure</b>	Nevada's public school districts and charter schools are responsible for the security of its computers and networks.
9	<b>Installation of Peripherals</b>	NWEA is not required to install or configure any peripheral devices.
10	<b>Project Timelines</b>	All proposed project timelines provided herein are estimated based on an assumption that contract work will begin on or around the Effective Date.
11	<b>Acceptance Criteria</b>	Unless set forth in this SOW, NDE, NWEA agree no other acceptance criteria will be applicable to the deliverables under this SOW.
12	<b>Deliverable Acceptance</b>	If applicable, NDE will either approve or reject deliverables (e.g. Schedule, PD Plan, Communication Plan, Status Reports, State End of Test Season Data Delivery) within 15 business days. If no written rejection is provided to NWEA within 15 business days, the deliverable is deemed accepted.
13	<b>Change Control Procedures</b>	Any changes requested under this SOW will be subject to the change control process described in Section 7a of this SOW.
14	<b>Out of Scope Standards</b>	All NDE standards, procedures, requirements, and guidelines not provided as part of the Agreement for Adaptive Growth Assessments are not in scope and will be subject to change control processes described in Appendix C, Project Change Control Procedure.
15	<b>Availability for Formal Meetings</b>	A least four times each year, NWEA's Senior Program Manager will facilitate onsite or virtual meetings with NDE staff at mutually convenient times to review progress of the project and review the project work plan. Other applicable NWEA staff will be available to participate in meetings via conference call as needed.
16	<b>Office Space</b>	NWEA's pricing assumes NDE will provide office space for at least 2 Account Managers in NDE's Las Vegas and Carson City offices.
17	<b>Technical Support Scope</b>	Each district/charter school will be responsible for resolving all questions, incidents, and problems that are not related to use of the MAP system. NWEA partner support is outlined in Appendix G.
18	<b>Availability of Nevada School Districts/Charter Schools' Staff</b>	NWEA has proposed a support model that involves training and implementation planning services for each Nevada's public school districts and charter schools (that have been approved by the Nevada State Public Charter Authority) that offer kindergarten through 3 <sup>rd</sup> grade instruction (Named Users) implementing the MAP assessment system. NWEA's Technical Support Services Team will work with designated staff at each Named User using MAP; these individuals are referred to as the Read by Grade 3 MAP team. See Appendix F, Implementation Plan for details.
<b>ITEM</b>	<b>Category</b>	<b>Assumptions</b>
19	<b>NWEA Annual Support Staffing Plan</b>	NWEA will monitor and regularly evaluate support metrics and will work with NDE at the end of each testing season to determine the Support staffing plan for subsequent testing seasons. NWEA requires a minimum of 60 calendar days lead time to change its staffing plan. NDE will retain the

		right to instruct NWEA to maintain its then level of staffing, to not reduce its proposed staffing as much as provided in this SOW, or to increase its staffing for a subsequent test season upon 60 days' notice. Any increase in staffing requested by NDE not within the scope of this SOW will be at the applicable rates provided for in Appendix A.
20	<b>System Administrators</b>	NWEA will work with NDE to ensure that System Administrator functions are properly identified at each Nevada public school district or charter schools (that has been approved by the Nevada State Public Charter Authority) that offer kindergarten through 3rd grade instruction prior to each testing window. NWEA will provide training to System Administrators as described in Appendix E.
21	<b>Student and Parent Access</b>	NWEA offers a Student Progress Report that teachers can share with students and parents. NWEA does not offer direct student or parent access to the MAP system reports nor access to Technical Support Services as NWEA has no means of verifying the authenticity of the individual students or the way in which NDE is choosing to use the data. All questions by or between a student or parent will be directed to student's district for validation and accuracy of response.
22	<b>District/Charter School Support Program-Level On-site Workshops</b>	NDE's staff will assist Nevada's public school districts and charter schools (that have been approved by the Nevada State Public Charter Authority) that offer kindergarten through 3rd grade instruction in partnering with NWEA for the facilitation and delivery of on-site local workshops. Coordination includes scheduling events, communication with workshop participants, meal planning, distributing pre-workshop materials, and tracking participant attendance.
23	<b>Teacher Participation In Online Training</b>	The NWEA price proposal does not include reporting functionality to track teacher participation in the online modules. If this functionality is of interest to some Nevada educators, NWEA is willing to explore solutions for leveraging its learning management system to provide cost efficiencies for training and professional development resources in Nevada's public school districts and charter schools (that have been approved by the Nevada State Public Charter Authority) that offer kindergarten through 3rd grade instruction
24	<b>Technical Requirements</b>	NWEA has provided Web-based MAP Technical Requirements in Attachment D to Contract and will work with Nevada schools to recommend an optimal technology configuration/setup for performance of the MAP system. In the event the site opts not to implement NWEA's recommendations such that any or all schools do not meet the above technical requirements, NWEA shall not be liable for any performance issues related to their inability to meet the technical requirements.
25	<b>System Outages and Reporting</b>	See: Service Level Agreement, Attachment DD to Contract
26	<b>Response Time</b>	See: Service Level Agreement, Attachment DD to Contract



ITEM	Category	Assumptions
27	<b>Availability of NDE Knowledgeable Resources</b>	NWEA's pricing and schedule estimates take into account that, when required, NDE will make available the necessary knowledgeable and capable staffing resources (at the state, district, and school levels) to progress in the execution of the project. Should this not be done, NDE assumes responsibility for any delays caused as well as any potential cost associated with delaying the project.
28	<b>Force Majeure</b>	NWEA will not be deemed to be in default of the Agreement, nor will it be liable to NDE, for failure to perform any of its obligations under this contract for any period to the extent that such failure results from any event or circumstance beyond NWEA's reasonable control, including acts or omissions of NDE or its third parties (including Nevada's public school districts and charter schools (that have been approved by the Nevada State Public Charter Authority) that offer kindergarten through 3rd grade instruction), natural disasters, riots, war, civil disorder, court orders, acts or regulations of governmental bodies, strikes or other labor disputes or failures in fluctuations in electrical power, heat, light, air conditioning, telecommunications equipment or lines (including internet connectivity), or other equipment failure which it could not have prevented by reasonable precautions or could not have remedied by the exercise of reasonable efforts, provided the exercise of such reasonable efforts will not require the incurrence of any additional cost or expense.
29	<b>Minimum Number of Students Testing</b>	Testing rates per student are based on actual students tested each quarter, without a minimum number.
30	<b>Invoices</b>	See Section 6 b, below.
31	<b>Rostering</b>	Rostering to be accomplished at the district-level (not statewide). Districts may use any of NWEA's existing rostering options (e.g. manual rostering via MARC site; auto-rostering via API or Clever, etc.).  NDE shall ensure that all Nevada schools or districts use the Nevada Secure Student Identification Number (SSID) in each school or district's roster file, instead of district or school identification numbers. NWEA is not responsible for district or school compliance with SSID rostering requirement, including any issues failure to use SSID may cause for state-level reporting.
32	<b>Annual Price Increase</b>	NDE and NWEA shall have the mutual option to renegotiate pricing for any option period. Such negotiation shall begin no later than March 1, prior to any option period, and shall be completed no later than April 15 of that year. In the event that both parties do not agree to revised pricing, the

		pricing specified in the current period, without special or one-time discounts applied, shall prevail for the option period, however both NDE and NWEA shall reserve the right not to exercise the option to renew if the parties cannot agree on a revised price.
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If any of these assumptions are not met, it may delay or otherwise alter the outcome of this SOW. In the event that a change in the scope of this SOW is caused the failure of Buyer or any of the third parties to meet any assumptions, the parties shall execute any required change orders as set forth in Section 7, below.

**2. Seller Responsibilities:**

- a. NWEA shall provide data demonstrating 1 year academic growth per child to NDE, per State Reporting requirements.
- b. NWEA shall provide NDE with a final data results file in format as described under the Custom Data Delivery heading below.
- c. NWEA shall work with NDE to define the processes for roster data upload from Infinite Campus.

NWEA and NDE will collaboratively define how to transmit results between NWEA and Infinite Campus and estimate associated costs (implementation of which is beyond both the scope of this SOW and pricing provided in Appendix A). If NDE desires this functionality, the parties may bring it in-scope through the Change Control procedure in Appendix C

- d. NWEA shall make its staff available to provide assistance as NDE reasonably requires per the scope of this SOW. NWEA will provide NDE with reasonable access to NWEA management one level above the NWEA Project Team management, if necessary, as well as any members of its staff on this project to enable NWEA’s quick response to NDE’s requests. NWEA will provide staff with the required skills and experience to perform the activities listed in this SOW.

**Program Management**

NWEA shall provide ongoing project management for the NWEA responsibilities in this SOW. The purpose of this activity is to provide direction and control of Project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks.

### **Planning**

1. NWEA shall review the Scope of Work (SOW) and the contractual responsibilities of both parties and the NDE Staff.
2. NWEA shall maintain project communications with the NDE Staff.
3. NWEA shall establish documentation and procedural standards for deliverables by providing templates.
4. NWEA shall prepare and maintain the schedule of performance of this SOW which lists the activities, tasks, assignments, milestones, and estimates.

### **Project Tracking and Reporting**

1. NWEA shall review project tasks, schedules, and resources and make changes or additions as appropriate. Measure and evaluate progress against the Project Schedule with NDE Staff.
2. NWEA shall work with the NDE staff to address and resolve deviations from the Schedule.
3. NWEA shall conduct regularly scheduled Project Status meetings to the NDE staff.
4. NWEA shall prepare and submit bi-weekly Status Reports for the NDE staff.
5. NWEA shall administer the Project Change Control Procedure with the NDE staff.
6. NWEA shall coordinate and manage the activities of NWEA Project Personnel.
7. NWEA shall be measured against the agreed Project Schedule. This activity will occur throughout the Project.
8. NWEA shall provide Deliverable Bi-Weekly Status Reports and Project Plan as to agreed templates.

### **Project Initiation and Preparation**



1. NWEA shall provide support to NDE to prepare for the Project as described in Appendices F and G.
2. NWEA and NDE shall jointly review and maintain the NWEA integrated Project Schedule, activities, resources, and dependencies on other activities which will be known as the integrated Project Plan. This activity is composed of the following tasks:
  - a. Review the NWEA integrated Project Plan with NDE and confirms the Project scope objectives, schedule, roles and responsibilities.
  - b. Review issues, risks and communications management.
  - c. Review the final Deliverable(s) content and format as outlined in Appendix C.
  - d. Schedule status and other regular meetings.
  - e. Establish the baseline project schedule.
3. NWEA shall complete this activity when the Final NWEA Project Plan is agreed to by NWEA and NDE.

### **NWEA Assessments**

NWEA shall deliver to all Nevada public school districts and charter school organizations designated by NDE (with the assistance of NDE staff) and for all students assigned for such tests by districts and charter schools. MAP for Primary Grades in Reading (MPG K-2 Assessment), MAP Reading Assessment (2<sup>nd</sup> – 3<sup>rd</sup>), and per the Pricing set forth in Section 7 and Appendix A, and as further described below.

### **Measures of Academic Progress (MAP)**

#### **1. MAP for Reading**

2. Standard MAP tests present items in a multiple-choice format, and are available for reading Standard MAP tests are aligned to the Nevada Academic Content Standards and include the following test types:
  - a. Survey test – a 20-item adaptive test that gives an overall RIT score. Survey tests typically take about 30 minutes to administer, and they are most commonly used for course placement and intake testing.

- b. **Survey with Goals test – adaptive tests designated to measure achievement of students as they grow through the grades. Survey with Goals tests typically consist of more than 40 questions and provide an overall RIT score for the subject as well as sub-scores in each of the goal performance areas. The accuracy of these tests allows the results to be used to measure student growth as well as current status. Survey with Goals tests can be administered three times per school year.**

### **MAP for Primary Grades in Reading**

1. **NWEA offers MAP for Primary Grades tests for students in kindergarten through grade two in reading. These assessments are designed to measure both student growth and instructional level on NWEA's RIT scales. Capitalizing on NWEA's RIT scales, MAP for Primary Grades assessments provide a consistent record of student growth to begin in kindergarten through grade two. Many items on the MAP for Primary Grades tests are interactive in nature, meaning students can manipulate and construct answers based on the learning being assessed. MAP for Primary Grades tests also includes multiple-choice items. Distinct test designs are utilized, enabling teachers to administer tests appropriate to each student's readiness. The different MAP for Primary Grades test types are described below.**
  - a. **Skills Checklist Assessments: Skills Checklist assessments are used to inform instruction relative to basic reading skills. The length of the Skills Checklist assessments adjust based on student responses to test items; the Skills Checklist tests randomly present items and automatically stop after the first 10 items if the student has not scored at least 60% by that point in the test. Students who answer 60% or more of the first 10 items correctly will then see all the remaining items in the test. This provides teachers with the maximum amount of information about which concept the student does and does not understand without frustrating the lower performing students. Skills Checklist tests report number correct and can be administered as often as is useful to the educator.**
  - b. **Survey with Goals Assessments: The MAP for Primary Grades Survey with Goals adaptive tests are designed to provide educators with instructional information about what students are ready to learn. These tests, which are appropriate for students**

who have a firm grasp of foundational skills, adapt to the level of difficulty for each student. The overall subject score is used to compute student growth using NWEA's RIT scale. The MAP for Primary Grades Survey with Goals tests can be administered up to three times per school year and are aligned to the Nevada Academic Content Standards.

### **Standard Reports**

1. The following are the Standard District and Charter Level Reports included with MAP assessments for the academic year 2016-2017. NWEA reserves the right to add additional reports to these Standard Reports throughout the term of the Agreement.

### **Results Reports**

- District Summary Report
- Student Growth Summary Report
- Grade Report
- Class Report
- Class Breakdown by RIT Report
- Class Breakdown by Goal Report
- Class by Projected Proficiency
- Projected Proficiency Summary Report
- Achievement Status and Growth Reports
- Student Progress Report
- Student Goal Setting Worksheet
- Student Profile Dashboard

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### **Instructional Resources**

- Learning Continuum
- RIT to Resource
- Khan Academy

### **Operational Reports**

- Students without Reporting Attributes
- Potential Duplicate Profiles
- User Roles
- Instructors without Class Assignments
- Students without Valid Test Results

- Test Events by Status
2. Any reports requested by Nevada School Districts and Charter Organizations other than as expressly provided above as Standard Reports, shall be considered Custom Reports and are subject to approval per the Change Order process set forth as per Section 7 of this Scope of Work.

#### **Custom Data Delivery**

NWEA shall deliver to NDE aggregate student data. The delivery will contain all the data from participating districts' and charter schools' CDFs in a concatenated form, from among the fields described in the Export Field Description documentation. The delivery will be provided after the close of each testing season.

#### **Research and Consulting Services**

NWEA shall provide research consulting services to NDE up to 40 hours for the period from the Effective Date through June 30, 2018. There shall be no additional cost for these 40 hours of consulting. For additional hours of research consulting service rates are provided in Appendix A.

#### **Travel**

NWEA staff travel required as a part of providing the services contemplated by this SOW is included in the per student assessment license cost in Appendix A. That said, NDE shall pay for travel that is outside of scope work or required as a part of any Change Order. Both parties shall approve in advance of such travel and travel expense and NWEA shall invoice NDE and will be reimbursed at Nevada State per diem rates that follow the Federal Government GSA rates to include: mileage, airfare, lodging, meals, parking, shuttle/taxis, and/or rental cars. Copies of original receipts will be required for all travel with the exception of meals. Mileage must be documented from department station to destination address and must include a google map.

#### **4. Buyer Responsibilities:**

- a. NDE will provide office space during the term of the Agreement for up to 2 NWEA staff at its offices located at:
  - 700 East Fifth Street, Carson City, Nevada 89701
  - 9890 South Maryland Parkway, Suite #221, Las Vegas, Nevada 89183

NDE shall provide said office space to include at no cost to NWEA, basic office furniture consisting of: desks, chairs, appropriate lightning, telephones, and all standard office utilities including: phone and internet connection, but, shall be exclusive of any long distance phone, fax, or other such chargers. Computers, copiers, fax machines, or other office equipment is not included with this office space and NWEA is responsible for any such equipment at its own expense.

- b. NDE will have the responsibility to decide what file, layout, format, including conditions, school codes, and Staff Unique Identification (SUID) are provided by NWEA.
- c. This SOW assumes that NDE will have the staff described in the Implementation Plan (Appendix F) assigned, and the staff will be trained to undertake the responsibilities stated below, or that NDE and NWEA will negotiate such other staffing and responsibilities so as to meet the requirements for successful implementation of the assessments delivered under this SOW.

**5. Schedule:**

The major project milestones are as set forth below (additional detail in Appendices E, F and H):

<b>Task #</b>	<b>Task Description</b>	<b>Start Date</b>	<b>End Date</b>
1	Research and Consulting Services	Upon BOE Approval	June 30, 2018
2	Project Kick-off	Upon BOE Approval	2 weeks following BOE Approval
3	Program Plan (includes schedule, PD plan in detail, & communication plan)	Upon BOE Approval	2 weeks following BOE Approval
4	Status Reporting	Upon BOE Approval	June 30, 2018
5	MAP/ MPG Implementation Tasks (including system configuration, technical readiness, testing closeout, & reports review)	Upon BOE Approval	November 30, 2017
6	User Training	Upon BOE Approval	June 30, 2018
7	Professional Development	Upon BOE Approval	June 30, 2018
8	MAP/ MPG Testing Windows	August 15, 2017	November 30, 2017

	§ Fall: August 15th through November 30th § Summer: June 16th through August 14th		
9	State-level Data Delivery - fall quarter delivered	-	December 30, 2017
10	NV DOE- NWEA Quarterly Progress Meetings	-	TBD September 2017
11	MAP/ MPG Testing Windows § Winter: December 1st through February 28th	December 1, 2017	February 28, 2018
12	State-level Data Delivery - winter quarter	-	March 30, 2018
13	NV DOE- NWEA Quarterly Progress Meetings	-	TBD December 2017
14	MAP/ MPG Testing Windows § Spring: March 1st through June 15th	March 1, 2018	June 15, 2018
15	State-level Data Delivery - spring quarter	-	July 16, 2018
16	NV DOE- NWEA Quarterly Progress Meetings	-	TBD March 2018
17	MAP/ MPG Testing Windows § Summer: June 16th through August 14th	June 16, 2018	August 14, 2018
18	NV DOE- NWEA Quarterly Progress/ 2018 Planning Meeting	-	TBD June 2018
19	State-level Data Delivery - summer quarter	-	September 14, 2018

## 6. Project Completion Criteria:

### *MAP Administration*

While most MAP assessments can typically be administered in about an hour, the tests are untimed because NWEA studies on response latency suggest that students who take advantage of the untimed aspect of the assessment perform better than those who push for greater speed in responding. The table below shows the tests included with each assessment package, typical test administration duration, and the number of assessment administrations possible per year for each MAP test.

Assessment Package	Test Type	# of Questions &	Frequency of
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		Typical Administration Time	Administration
MAP for Primary Grades in Reading (MPG K-2 Assessment)	Survey tests in Reading	Survey tests typically include less than 20 items and take about 30 minutes to administer	Unlimited: test is most commonly used at the beginning of the school year for course placement and intake testing
& MAP Reading Assessment (2 <sup>nd</sup> – 3 <sup>rd</sup> )	Survey with Goals tests in Reading	Survey with Goals test include 53 items and take about 45 to 60 minutes to administer	Can be administered 3 times per academic year

*Measures of Academic Progress - Accessible MAP – described in Appendix B.*

*Program Management, Implementation Support Services*

To support the implementation of MAP in Nevada schools, NWEA shall provide the program management, implementation and support services as set forth in Appendix D and are also summarized below. Staffing plans will be reviewed at the end of each testing season so adjustments can be made if necessary.

Service Offering Category:	Program Management Services
Overview of Services:	NWEA will assign a full-time Senior Program Manager to manage the contract, serves as the primary communication point between NDE and NWEA for the contract deliverables, facilitates the planning and status meetings, coordinates resolution of escalated issues with NWEA staff
Proposed Staffing:	One full-time Senior Program Manager
Service Offering Category	Senior Account Executive Senior Program Manager State Account Manager – North State Account Manager – South Technical Consultant
Overview of Services	A Senior Account Executive will manage NWEA’s ongoing relationship with NDE.

	<p>Account Management is provided at no additional cost to NDE. Explores ways to provide additional district-level services to deepen understanding and application of assessment data in the classroom.</p> <p>A State and Large Account Manager will be assigned to work with the NDE Office of Assessment, Data; and Accountability Management (ADAM) for the duration of the contract.</p>
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NWEA will provide a full-time dedicated NWEA Senior Program Manager with overall responsibility to manage the deliverables, timeline, scope, budget and communication of contractual commitments made by and between NWEA and NDE. A team of implementation Project Managers, Technical Consultants and Partner Support Consultants (District Help Desk), Account Executive, Researchers, and Professional Development Professionals will support the Senior Program Manager.

Responsibilities for the NWEA Senior Program Manager includes the following:

- Manage the deliverables, timeline, scope and budget contractually agreed upon by NDE and NWEA.
- Primary communication point with NDE for all commitments made by NWEA within the scope of this contact.
- Lead and/or participate in planning and status meetings between NDE and NWEA in support of the successful delivery of contractual commitments.
- Collaborate with NDE to create agreed upon metrics for measuring contractual performance and compliance. Report on all metrics relating to the successful delivery of contractual commitments.
- Manage and mitigate risk, if any, in the successful delivery of contractual commitments.
- Serve as a liaison for NDE into NWEA for purpose of accessing subject matter experts, change control management or requests as may be presented throughout the duration of the contact.

***Professional Development***

Nevada Public School Districts’ and Charter Organizations, Central Offices, and Schools can purchase customized professional development services from NWEA upon request at the rates set in Appendix A.

**7. Pricing and Payment:**



- a. **Pricing.** NWEA may Invoice NDE at the rates set forth in Appendix A, for the Services under this SOW, up to the Total Authorized Amount. Subscription license fees shall be based on the actual number of students tested. NWEA will invoice NDE for subscription license fees for any students tested above the number previously invoiced. For cashflow purposes only, NWEA maximum invoice for any testing season is set forth below (any licensing fees not invoiced for a testing season may be invoiced in a subsequent testing season as long as the aggregate does not exceed the Total Authorized Amount):

Milestone/Deliverable	Anticipated Delivery Date	Fee
MAP Subscription License Fee for the Effective Date - September 30,2017	October 1, 2017	\$570,873.73
MAP Subscription License Fee for period October 1, 2017- December 30,2017	January 1, 2018	\$570,873.73
MAP Subscription License Fee For period January 1, 2017- March 31,2018	April 1, 2018	\$570,873.73
Approved Expense Amount		\$1,712,621.20
<b>Firm Fixed Fee</b>		<b>\$1,712,621.20</b>

- b. **Invoicing and Payment.** NWEA may invoice NDE for each milestone completed, up to the Firm Fixed Fee amount, and for actual expenses incurred, up to the approved expense amount. NWEA will provide copies of receipts for all invoiced expenses and will comply with NDE’s contractor travel and expenses reimbursement policy. NDE will pay all undisputed amounts within thirty (30) days of receipt of NWEA’s invoice.
- c. **Total Authorized Amount.** NWEA may invoice NDE for amounts up to the Total Authorized Amount, set forth above. In the event that NWEA believes completion of the Services will require more hours than authorized above, or require incurring expenses in excess of the amount authorized above, the parties will follow the Change Order Process, as set forth in Section 7 (a), below.

**8. Additional Terms and Conditions:**

- a. **Change Orders.** Any and all changes in the cost, scope of services, deliverables and their delivery dates shall be introduced as an addendum (Change Order) to this SOW that shall be executed by NDE and NWEA before such changes are

binding. NWEA will provide NDE with an estimate of the additional hours/expenditures that NDE believes will need to be incurred to accommodate the proposed change in scope and NDE will review the estimate and at its option agree to change order and revised SOW, as necessary to complete the Service, or instruct NWEA to provide Services up to the Total Authorized amount and then terminate the SOW, with no further liability to NWEA.

**b. Indemnification and Insurance.**

The NDE will indemnify and hold NWEA harmless for loss, or damage to person, or property, arising out of this contract, to the extent that such loss, claim, or other damage was caused by the gross negligence, or intentional misconduct of the NDE, its principals, employees or agents or NDE's failure to obtain any required district, school or parental consent for NWEA to provide any of the services NWEA provides pursuant to the Agreement.

- c. License:** NWEA hereby grants to the State a limited, non-exclusive, non-sublicensable, non-assignable, nontransferable royalty-free (except for fees specified in the Agreement) license to use the Assessment System as described in Appendix AA for the Nevada Districts and Schools for educational, instructional and related administrative purposes consistent with the Documentation and subject to the terms of the Agreement. The State shall not sell, lease, license or otherwise transfer, use or dispose of the Assessment System except as expressly provided herein. The State shall not copy or permit the copying by any third party of the Assessment System or distribute, market, sell, rent, lease, license, transfer, sublicense or assign to any third party any portion of the Assessment System. The State shall not make any alterations, additions or modifications, create derivative works, decompile, disassemble or reverse engineer the Assessment System without the prior written consent of NWEA. The State shall not remove any proprietary notices or labels on the Assessment System or use the Assessment System in an attempt to, or in conjunction with any device, program, or service designed to circumvent technological measures employed to control access to, distribution of, or rights in, a content file or other work protected by the copyright laws of any jurisdiction. The State will reproduce all copyright and trademark notices and all other legends of ownership on each copy, or partial copy, of the Assessment System.

NWEA reserves the right to modify, update, improve to, add, or withdraw features or functionality, replace an existing version with a new version, or otherwise revise the Assessment System (collectively the "Updates") at any time without prior notice. These updates will be provided to the State at no additional cost to the State. Updates may modify features, functionality, reporting, testing, curriculum alignment guides, scoring algorithms, terms of service or other aspects of the Assessment System. Updates may be made be

made for various reasons including, but not limited to, the following: (i) release of a new version; (ii) changes in underlying technology; (iii) changes to products or services supplied by a third party; (iv) security issues or misuse; and (v) applicable laws, regulations or court orders. NWEA will make available by electronic mail posting on the Assessment System website, or other means, information about Updates. Notwithstanding anything stated above, if an Update makes a material change to the Assessment System, continued use of the Assessment System may be subject to State Approval. Further, if NWEA removes any material technical features or functionality as part of an Update and subsequently incorporates those material technical features or functionality in a new product (whether directly, indirectly or through a third-party) then the Assessment System provided pursuant to the Agreement will be deemed to include (i) the portion of those new or different products that contain the original material technical features or (ii) if those material technical features cannot be separated out, the entire product. Notwithstanding the foregoing, the preceding obligation shall not apply to NWEA professional development services and materials provided under the Agreement and/or the Scope of Work.

- d. **Protection from Unauthorized Use or Access.** The State shall limit access to the Assessment System to its Districts and Schools for such purposes in accordance with the terms of the Agreement. The State is responsible for maintaining the confidentiality of the User ID and passwords. The State acknowledges that its designated systems administrator controls the access and security points of the Assessment System and may designate additional administrators with similar privileges. The State also acknowledges that security of State Data may be compromised if Named Users do not follow all applicable security policies and procedures and take other appropriate steps to maintain the security of the Assessment System, including, without limitation, maintaining the confidentiality of the Named Users names and passwords, frequent changing of passwords, exiting from the account at the end of each session, maintaining appropriate internal controls to monitor access to and use of the Assessment System. The State agrees to provide reasonable notice to NWEA of any unauthorized activity regarding the Assessment System or any other security concerns so NWEA can take measure to eliminate or restrict data access.
- e. **Hosting of State Data.** NWEA shall provide the State with storage space on, and access to, a computer system with the capability of making the Assessment System accessible by the State and designated Named Users through a secure online means as set forth in the SOW in order to host the State Data and to otherwise make the Assessment System and the State Data accessible online by the State's Users (collectively "Hosting Services"), subject to, Appendix DD, the Service Level Agreement set forth in the Scope of Work. The Hosting Services are included within the pricing set forth in the Scope of Work.

- f. **Assessment System Maintenance and Support.** NWEA shall provide the maintenance and support Services to the State as described in the Scope of Work.
- g. **State Responsibilities.** The State shall be solely responsible for: (a) the quality and accuracy of State Data and other information provided to NWEA; (b) procuring and maintaining the State Resources; (c) ensuring that at all times during which the Assessment System is being provided that the State Resources meet the network and hardware requirements set forth in the Scope of Work hereto; and (d) providing internet connectivity to classrooms and State Resources as needed to use the Assessment System. NWEA shall have no liability for any delay or failure to perform any portion of the Services required by the Agreement which arises as a result of the failure of the State to perform any of the obligations of the State under the Agreement. The State shall use reasonable efforts to ensure that other service providers cooperate and work with NWEA as required for NWEA to perform under the Agreement.
- h. **NWEA Ownership.** All rights, title and interest in the Assessment System, all copies, and all updates, enhancements, customizations, modifications, and improvements, along with all intellectual property rights related thereto, shall remain with NWEA, regardless of the source giving rise to the intellectual property and despite any modifications or adaptations made for the benefit of the State. The Assessment System and all updates, enhancements, modifications, and improvements are protected by United States and international copyright laws and treaties, as well as other intellectual property laws. The State is not granted any license to use any of NWEA's trade or service marks and NWEA retains all right, title and interest in its trade and service marks. The State may not capture, store, or transmit, electronically or otherwise, any test items or product visuals, including screen shots, outside of the Assessment System, and are hereby prohibited from doing so.
- i. **Limited Warranty; Disclaimer:**

- i. **Limited Warranty for Assessment System:** NWEA warrants to the State that the Assessment System, when properly installed and used, will perform substantially in accordance with the Documentation or as represented in writing by NWEA. The Assessment System may include open source software components. This limited warranty is void if the failure of Assessment System results from (a) use of the Assessment System in connection with software or hardware not compatible with the Assessment System as identified by NWEA in writing or not meeting the technical specifications provided in writing by NWEA; (b) the State's improper or inadequate maintenance of State and Named User hardware or software; (c) use by the State of the Assessment System other than as described in the Documentation; or (d) inadequate

internet connectivity bandwidth. This limited warranty is void if the Assessment System is altered or modified in any way by anyone other than NWEA. NWEA does not warrant that the operation of the Assessment System or availability of the Services will be uninterrupted or error free. The State is responsible for the results obtained and decisions made from its use of the Assessment System. NWEA assumes no responsibility for the operating environment or for the State's security programs in which the Assessment System functions. NWEA will, at its sole option, either replace or, with its best efforts, correct the Assessment System, which fails to perform substantially in accordance with the Documentation for the Assessment System or as represented in writing by NWEA upon written notice of such failure. If NWEA is unable to correct the error after using its best efforts, NWEA will, at its sole option, either replace the Assessment System with a functionally equivalent software program or refund the fees paid on a pro-rated basis and cancel the Agreement.

- ii. **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NWEA shall have no obligation under this section to ensure that the State maintains an active internet connection to utilize the Assessment System (such responsibilities are solely the State's). Any unavailability of or inability to use the Assessment System in accordance with the Agreement due to the State's lack or quality of an internet connection or lack of State Resources, shall be the sole responsibility of the State.

**j. Confidential Information, Dissemination of Information, Ownership, Survival:**

- i. **Confidential Information:** In performance of the Agreement, NWEA may have access to or receive certain information that is not generally known to others ("**Confidential Information**"). Confidential Information shall include but may not be limited to: employee, volunteer, student, or teacher data including, but not limited to name, address, student identification number, social security number, phone number, email address, gender, date of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household income or payroll information. NWEA shall not use or disclose any Confidential Information without the prior written consent of the State. NWEA shall use at least the same standard of care in the protection of the Confidential Information of the State as NWEA uses to protect its own confidential information, but in any event such Confidential Information shall be protected in at least a commercially reasonable manner. The State acknowledges that all test

items, underlying ideas, algorithms, item calibrations, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the Assessment System, including updates enhancements, modifications and improvements are confidential and proprietary to NWEA and contain trade secrets (collectively referred to as "NWEA Confidential Information"), and the State will respect such confidentiality, shall use reasonable efforts to keep all such information confidential. To the extent permitted by law, the State agrees not to use, disclose, or distribute any NWEA Confidential Information, directly or indirectly, to any third parties without the prior written consent of NWEA, except that the State shall be authorized to disclose NWEA Confidential Information to the State's employees, provided the State informs its employees of the confidentiality obligations contained herein.

- ii. **FERPA:** NWEA shall maintain student education records for and on behalf of the State – in accordance with the Family Educational Rights and Privacy Act ("**FERPA**"), 20 U.S.C. §1232g for the primary purpose of providing assessment and research services pursuant to the Agreement. The State authorizes NWEA to include State Data (administrative data, teacher data, student data, education record data including assessment data, but excluding individually identifiable information) in NWEA's Growth Research data base ("**GRD**"). To preserve the longitudinal character of district and charter school data, NDE shall cause participating districts and charter schools to roster each student with both local student identification number and state unique student identification number. The GRD is NWEA's research database of student assessment data from across the United States. NWEA may itself, through its own employees or contractors, use the student education records housed and maintained in the Growth Research Database to conduct longitudinal studies, alignment studies, linking studies, and norming studies for the benefit of the State and for the collective benefit of other subscribers to NWEA's services. NWEA will protect personally identifiable information derived from student education records provided by the State from further disclosure, and will maintain systemic firewalls to ensure that such personally identifiable information obtained from the State is shared only with that State, except pursuant to a disclosure authorized by the State or for contemplated assessment and research activities authorized herein. Personally identifiable information derived from student education records provided to NWEA will be disclosed only to NWEA's employees (or employees of contractors specifically listed on attachment CC). Notwithstanding anything to the contrary in the Agreement (including Attachment CC), NWEA may maintain student education records during the eighteen months following termination or expiration of the Agreement (the Transition Period). During the Transition Period, any Named User may opt for

NWEA to maintain records associated with the Named User on an ongoing basis, so that NWEA can provide data continuity for the Named User. During the Transition Period, Named Users may opt to have NWEA continue to maintain its data by either: i) entering or renewing a subscription agreement with NWEA; or ii) by sending NWEA a letter opting into NWEA's continued maintenance of Named User's records. After the Transition Period, NWEA shall destroy any personally identifiable student information in its production databases for Named Users that have not opted for continued maintenance per the procedure in the preceding sentence.

- iii. **Dissemination of Information:** Except as set forth in the Agreement, NWEA shall not disseminate any Confidential Information to a third party without the prior written consent of the State. NWEA shall not issue publicity news releases or grant press interviews related to the Agreement, except as may be required by law or with the prior written consent of the State. If NWEA is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any Confidential Information which may be in NWEA's possession, NWEA shall immediately give notice to the State and its General Counsel with the understanding that the State shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Before disclosing any Confidential Information pursuant to this section, NWEA shall inform the state by registered mail of its intent to disclose Confidential Information and the substance of the information to be disclosed. If the Confidential Information to be disclosed includes education records as defined by FERPA, NWEA agrees to follow the FERPA notice requirements applicable to education agencies to affected persons prior to any disclosure of Confidential Information.

## **9. Miscellaneous:**

To the extent there is any contradiction, inconsistency or ambiguity between the terms of this SOW the Agreement, this SOW will govern. This SOW, its Appendices, and the Agreement represent the entire agreement between the parties regarding the subject matter and replace any prior oral or written communications. This Scope of Work hereby incorporates the following the appendices listed in Section 9, Appendices.

## **10. Appendices**


- a. (Appendix A) NWEA Pricing and Staffing Summary
- b. (Appendix B) Accommodations
- c. (Appendix C) Deliverable Guidelines

- d. **(Appendix D) Web-based MAP Technical Requirements**
- e. **(Appendix E) Professional Development Plan**
- f. **(Appendix F) Implementation Plan**
- g. **(Appendix G) Technical Support Plan**
- h. **(Appendix H) Standard Setting Workshop Facilitation Plan**

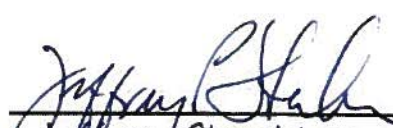


IN WITNESS WHEREOF, the parties have caused this Scope of Work to be executed by their respective duly authorized representatives.

Buyer:  
State of Nevada  
Department of Education

Signature:   
Name: Roger Rahming  
Title: Deputy Superintendent  
Date: 7/14/17

Seller:  
NWEA

Signature:   
Name: Jeffrey Strickler  
Title: President & COO  
Date: July 13, 2017

**Appendix A**  
Pricing and Staffing Summary

**NWEA NV DOE Pricing Summary**

ITEM	Program Services	State MSA Pricing Model
<b>1</b>	<b>Assessments</b>	
1a	<b>Standard MAP assessment suite:</b> <ul style="list-style-type: none"> <li>▪ Computerized adaptive assessments in reading</li> <li>▪ Appropriate for students in grades K–3+</li> <li>▪ Can be administered up to 3 times per school year</li> </ul>	<b>\$11.85 per student</b>
<b>2</b>	<b>Online Reports and Data Files</b>	
2a	<b>Standard, online reports, including Lexile® measures, the Learning Continuum, and projected proficiency reports for Nevada districts all in alignment with a testing season as described above under the Standard Reports heading.</b>	Included with annual assessment subscription
2b	<b>Standard District-level Comprehensive Data Files, which can be generated at least daily</b>	Included with annual assessment subscription
<b>3</b>	<b>Technical Support and Account Management</b>	
3a	<b>Live Technical Support accessible via chat, email, or toll-free phone for Nevada districts all as described in Appendix G</b>	Included with annual assessment subscription
3b	<b>District-by-district implementation Support accessible via email or phone for the first testing season for Nevada districts (as further described in Appendix F)</b>	Included with annual assessment subscription

ITEM	Program Services	State MSA Pricing Model
3c	<p>1. NDE will be allotted (3) three onsite Technical Consulting engagements (each engagement to last no longer than three (3) days). The purpose of these engagements may include product training, technology readiness, or assistance during the first week of testing.</p> <p>2. Virtual support to NDE for first year of testing – Technical Consulting support available to up to three (3) NDE-identified staff. These contacts may include state-level technical staff or other principal technical contacts. NDE’s assigned Technical Consultant will be available from 7 am PST-3 pm PST via email and cellphone.</p>	Included with annual assessment subscription
3d	<p>Account Management for Nevada districts</p> <p>1.0 FTE that is based in Nevada to provide account management services to support NDE school districts and charter schools in Northern Nevada. This Account Manager (AM) will be on site in districts and at NDE Carson City Offices as needed.</p> <p>1.0 FTE that is based in Nevada to provide account management services to support NDE school districts and charter schools in Southern Nevada. This Account Manager (AM) will be on site in districts and at NDE Southern Offices as needed. Both AMs will explore ways to provide district-level services to deepen understanding and application of assessment data in the classroom.</p>	Included with annual assessment subscription
3e	<p>Unlimited access to:</p> <ul style="list-style-type: none"> <li>▪ Online tutorials</li> <li>▪ Technical Support website</li> </ul>	Included with annual assessment subscription
4	<b>Professional Development</b>	

ITEM	Program Services	State MSA Pricing Model
4a	See detailed Professional Development Plan – Appendix E. NDE to schedule each session at least three weeks in advance of the session.	All PD Plan sessions included with annual assessment subscription; Additional PD Sessions Available for: \$3700 for full day and \$3200 for half day programs.
<b>5</b>	<b>Other Services</b>	
5a	Standard Setting Workshop Facilitation – Plan as described in Appendix H	Included with annual assessment subscription
		Included with annual assessment subscription
5c	State Data Delivery Files (as defined in Appendix AA under Custom Data Delivery Heading)	Included with annual assessment subscription
5d	Program Management for NDE (1 full time Program Manager as defined in Appendix AA, under Program Management heading)	Included with annual assessment subscription.

**Rates for out of scope services\*:**

Sr. Program Manager	\$90 per hour remote
Technical Consultant	\$150 per hour remote; \$2500 per day onsite
Psychometrician	\$250 per hour remote
Professional Development Workshops	\$3700 for full-day and \$3200 for half-day programs

\*Rates for other out of scope services (e.g. onsite Psychometrician consulting, Professional Development Consulting hours, etc.) subject to further negotiation.



## Appendix B

### Accommodations

NWEA is committed to providing the value of its assessments for the greatest number of students, including those with disabilities. NWEA has adopted an Accommodation and Accessibility Policy to help guide its work for such students. At the heart of NWEA's efforts is a commitment to providing assessments that are flexible, adaptable to combinations of unique student learning needs, easily perceived and clear to each student, and which yields valid information about what each student knows and can do.

The adaptive nature of the MAP assessment makes it appropriate for students with a wide range of skills and needs. For those students who need accommodations, use the following list and guidelines. Consider your state and/or district policy, along with the accommodations given to students during instruction, so that accommodations are as consistent as possible.

#### General Guidelines for Accommodations.

- **Responsibilities:** Scribes, page-turners, educational assistants, and other people supporting a student during testing must be neutral in responding to the student during test administration. Assistance in test administration must not lead a student to the correct answer. The student's response must accurately represent the student's own choice.
- **Reading Tests:** Unless provided by the student's IEP, 504 Plan or ESOL program, do not read aloud any portion of the reading test, except directions
- **Answer Options:** Unless provided by the student's IEP, 504 Plan or ESOL program, do not read answer options for any test
- **Symbols:** Unless provided by the student's IEP, 504 Plan or ESOL program, do not pronounce or explain math or science symbols,
- **Definitions:** Unless provided by the student's IEP, 504 Plan or ESOL program, do not define any words within test questions.
- **Tracking:** With the increased public focus on test scores and their use in important educational decisions, NWEA recommends that you keep a record of "Presentation Accommodations" and "Response Accommodations" used for each student during testing. In particular, under Presentation Accommodations, the ones marked with a "NOTE" are important to track and reference when interpreting results; see the following guideline on Interpreting Results.
- **Interpreting Results:** When using one or more of the accommodations from the list below, except those marked with a "NOTE," it is NWEA's judgment that the accommodation(s) will be irrelevant to, or only minimally affect, the validity of the student's test score.

A "NOTE" accompanying the accommodation indicates that there are inherent concerns about how that particular accommodation may affect the student's test score. The greater the use of such accommodations, the weaker the validity of the inference that can be drawn from the student's score. For example, while native language translation as described under Presentation Accommodations below could be provided by the proctor, teacher, or

translator, the translation itself may change the meaning of the test directions or test questions. Therefore, native language translation may have more of an impact on the validity of student's

Test scores than a quiet test lab. This qualification should be considered when interpreting test scores or using them to make important educational decisions, such as promotion or retention in a course, classroom, or grade.

**Presentation Accommodations:**

- Simplify or clarify directions; for example, clarifying the location of the Next button
- Native language translation (oral or signing) of test directions
  - NOTE: See "Interpreting Results" under the general guidelines above,
- Native language translation (oral or signing) of test questions (not answer options) for math, science, or language usage tests only (not reading tests)
  - NOTE: See "Interpreting Results" under the general guidelines above.
- Read or reread aloud the test directions
- Read or reread aloud the test questions for math, science, or language usage tests only
- Use visual magnification devices or software (for example, MAP is compatible with Zoom Text 9 or MAGic 11)
- Use auditory amplification devices, noise buffers, or software
- Use masks to block portion of screen; for example, the student may use a sticky note, index card, or a blank sheet of paper to move down the screen as he or she is reading

**Response Accommodations**

- Assign scribe to record responses
- Dictate responses to a scribe
- Point to responses for a scribe
- Respond in native language

**Setting Accommodations**

- Test an individual student in a separate setting
- Test a small group of students in a separate setting
- Minimize distractions; for example, use a study carrel

**Timing | Schedule Accommodations**

- Administer test over multiple sessions in a day
- Administer test over a number of days (within the limits of your district's test administration guidelines)
- Administer test at a particular time of day
- Allow flexible schedule
- Extend time, allotted by proctor or test administrator (although all MAP assessments are designed to be untimed for all students)
- Allow breaks
- Administer at time of day most beneficial to student
- Offer breaks

**Materials or Devices Accommodations**

- Provide scratch paper
- Provide a comparable calculator when a student is unable to access the on-screen calculator given in a question
- Miscellaneous Accommodations
- Provide drink during testing
- Provide snack during testing

The following table identifies which English Language Learners (ELL) accommodations to the MAP assessment are or are not available within the assessment.

Nevada School District & Charter School Accommodations	NWEA Accommodations Available
Provide an assessment tool that has been trans-adapted from English to student's native language	Not Available
Allow to respond in native language (scored in native language or provide translation to English to then be scored in English)	Not Available
Provide English / Native language dictionaries	Not Available
Provide audio tape	Not Available
Read Subtests orally	Sub-tests are not applicable
Tape record responses	Not applicable to a computer adaptive test

NDE has asked whether the following accommodations are available within the MAP assessments. These accommodations are considered standard accommodations but are not within the MAP tests:

- Provide written and oral directions in native language
- Read directions orally in English
- Allow flexible schedule – test in sessions over several days
- Extended time
- Administer in a small group
- Administer individually
- Provide scratch paper

Reading the items aloud to students for Reading tests is acceptable if this is consistent with NDE policy and allowed by the student's IEP or Sec 504 Plan. It is important that policies crafted in this arena are executed correctly. NWEA needs to record when a student takes a test under certain conditions, such as reading the Reading or Language Usage Test or using a calculator for all mathematics items. This allows NDE to know what conditions were in place in order for a student to perform at the reported level. When a new teacher reads the results, he or she will be able to see that the accommodations were needed in order to score at that level.





## **Appendix C**

### **Deliverable Guidelines**

**Deliverables for the Project are outlined in the SOW ("Deliverables").**

#### ***Bi-Weekly Status Reports***

**Content:** The bi-weekly status report estimated to be up to three (3) pages in length, will consist of the following, as appropriate:

- **Testing Status Data (only during testing windows)**
- **Activities completed in the prior period**
- **Activities planned for the next period**
- **Key issues and action items**
- **Change Request status**
- **Deliverable, milestone, schedule and financial status**
- **Other items of importance**

**Delivery:** NWEA will deliver one copy of this document in softcopy (PDF) format.

#### ***Project Plan***

**Purpose:** This project plan details the estimated phases, activities, and tasks of the project. NWEA resource assignments are also part of the plan.

**Content:** The project plan will consist of the following, as appropriate:

- **Project Phases**
- **Activities/Tasks**
- **NWEA resources**
- **NWEA resource assignments**
- **Project Schedule and Milestones**

**Delivery:** NWEA will deliver one copy of this document in softcopy (MS Project) format.

#### **Project Change Control Procedure**

The following process will be followed if a change to this SOW is required.

A Change Order will be the vehicle for communicating changes to the Scope of Work for scope, schedule and cost. Either party may request a change to the Scope of Work by submitting a written change request to the other party describing the change requested. The party to whom the written change request has been submitted shall analyze such change request to determine the effect that the implementation of the change will have on the Scope of Work. If any change is approved, the party that submitted the request for the change shall prepare a written change order, detailing all modifications to the scope, price, delivery schedule or other terms (the "Change Order"). A Change Order at a minimum shall contain the following information: (i) the date of issuance of the Change Order; (ii) a detailed description of the services to be performed under the Change Order; (iii) the particular specification or matter set forth in the applicable Scope of Work which will be altered and the precise scope of that alteration; and (iv) the cost of the services to be performed pursuant to the Change Order.

A Change Order shall alter only that portion of the Scope of Work to which it expressly relates and shall not otherwise affect the terms and conditions of the Agreement. Both parties must sign the Change Order to authorize the services described therein and incorporate the changes into the Agreement. No Services shall be performed pursuant to the Change Order and no payment shall be made on account of the Change Order until the Change Order is fully executed and approved as set forth herein. Until a Change Order is agreed to by both parties in writing, both parties will continue to act in accordance with the latest agreed version of the Scope of Work.

## Appendix D

### Web-based MAP Technical Requirements

# SYSTEM AND BANDWIDTH REQUIREMENTS

QUICK REFERENCE

Here are the minimum system requirements for NWEA Web-based products.

Online copy: [https://teach.mapnwea.org/impl/QRM2\\_System\\_Requirements\\_QuickRef.pdf](https://teach.mapnwea.org/impl/QRM2_System_Requirements_QuickRef.pdf).

## Student Testing Requirements

Device	Operating System	Browser for MAP	Browser Choices for Skills Navigator®
Windows® PC	Windows 7, 8, 8.1, or 10	MAP lockdown browser for PC, July 2015 release required*  Note: Installation includes .NET Framework, which is required.	Firefox# 45 or higher,  Chrome 41 or higher
Macintosh®	Mac OS® X v10.8 to 10.12 †	MAP lockdown browser for Mac, Aug 2013 release (3.0.0.2) or later recommended, running on Safari® 6.2 minimum - 10 max ‡	Safari 6.2 minimum - 9 max,  Firefox# 45 or higher,  Chrome 41 or higher
iPad®	iOS 8, 9, or 10 **	MAP Testing App  Latest update: July 2016	Safari® 8 minimum - 9 max (no App needed)
	Note: Testing not supported on iPad v.1, and Pro models require the latest MAP Testing App		
Chromebook™	Google Chrome™ OS 41 or higher	MAP Chromebook Testing App  Latest update: July 2016	Chrome 41 or higher

\* Check your version—On each PC, you can start the lockdown browser and type: Ctrl+Alt+V. If the pop-up that appears is a version below 5.0.185.0, you must re-install with the latest version, available from the MAP homepage.

† ‡ \*\* # Support ends on July 2017 for: Mac OS X v10.8; Safari 6 and 7, iOS 8, and Firefox versions below 50

Other requirements: Bring headphones for primary grades testing. Recommended: Set up computer user accounts dedicated to testing, and disable assistants like Siri and Cortana. See the [System and Technology Guide](#) for details.

## Teachers and Staff Requirements

Device	Operating System	Internet Explorer	Safari	Firefox	Chrome
Windows® PC	Windows 7, 8, 8.1, or 10	10 or 11	Not supported	45 or higher #	41 or higher
Macintosh®	Mac OS® X v10.8 to 10.12 †	Not supported	Safari® 6.2 minimum - 10 max ‡	45 or higher #	41 or higher
Chromebook™	Google Chrome OS (v41 or higher is best)		– Not supported –		41 or higher
iPad®	Not supported at this time				

Other requirements: PDF viewer, such as Adobe Reader®. Also, follow specific browser settings, such as allowing cookies and pop-ups for the MAP URL; see the *System and Technology Guide*.

† ‡ # Support ends on July 2017 for: Mac OS X v10.8; Safari 6 and 7, and Firefox versions below 50

## Hardware Specifications

Computer hardware must meet the minimum requirements specified by the manufacturers of the operating system and browser in use. Hardware that exceeds the minimum is recommended for an optimal experience. The resources for NWEA Web-based products are similar to other Web-based applications. For computer display, follow these specifications:

- Screen Resolution Minimum: 1024 x 768 for students, and 1280 x 1024 for staff
- Color Depth: 32-bit recommended (minimum 16-bit)

## Network Bandwidth

The following bandwidth recommendations are based on best estimate calculations. Test sites that do not meet these recommendations will be able to deliver assessments, but may experience delays.

- MAP and Skills Navigator testing – 2 Mbps for every 30 computers concurrently testing
- MAP for Primary Grades testing – 3 Mbps for every 30 computers concurrently testing. More bandwidth is required because of audio and interactive features
- Look for limitation points in your internal network (such as school-to-district connections when the district has the main Internet connection)
- You may need to calculate the bandwidth requirements separately for each test season, depending on the tests planned. The requirements increase when you test more students, more subjects, or more schools.

**Note:** Additional bandwidth is needed at the beginning of each test. The initial load is approximately 2.2 MB, and the load time varies based on available bandwidth.

To perform an Internet speed test, use a Web site such as [www.speedtest.net](http://www.speedtest.net) and select Portland, Oregon (the primary location of NWEA servers). For each building where testing will take place, perform the test at different times during the school day.

## Wireless Recommendations

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Here are general guidelines for Wireless Access Points (WAPs), based on 802.11 g, n, or ac:

- under 25 devices per WAP = Okay
- between 26 to 50 devices = Check the performance
- over 50 devices = Try to decrease the number of devices
- WAP in the same room as the testing devices

In the WAP configuration, strive to limit connections to just testing devices. Also, limit devices to connect only with the closest WAP (for example, avoid overlapping channels and disable promiscuous mode on devices). During testing, monitor for interference from rogue WAPs, non-testing devices, and non-testing activities, like iOS updates. If errors occur, try disabling automatic load balancing.

## Firewall and E-mail Configuration

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For the following URLs, you should: add to your white lists, exclude from caching, and prioritize the traffic. Update both hardware (such as firewall, content filter, and proxy server/cache) and software (such as antivirus and anti-malware). Allow the changes to propagate before testing.

- **Sites for test and administration:**

For MAP testing:

<https://teach.mapnwea.org>

<https://test.mapnwea.org>

<https://cdn.mapnwea.org>

<https://sso.mapnwea.org>

Also, if using Skills Navigator:

<https://skillsnav.mapnwea.org>

[school.nettrekker.com](http://school.nettrekker.com)

- **Site for test warm-up practice (MAP only):**

<http://warmup.nwea.org>

- **Sites for training and documentation:**

<http://destinationpd.nwea.org/>

<https://community.nwea.org>

<http://nwea.adobeconnect.com>

- **Allow in e-mail spam filter (both server and clients):**

\*@nwea.org

## Appendix E Professional Development Plan

Session Name & Number of Participants	Format	Delivery Date	Description	Audience
<b>Regional MAP Administration Training</b> <ul style="list-style-type: none"> <li>▪ Maximum of 40 participants per session. Potentially:               <ul style="list-style-type: none"> <li>- 400 participants in the south</li> <li>- 240 participants in the north</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ On-site</li> <li>▪ Half-day sessions delivered by region               <ul style="list-style-type: none"> <li>- 10 sessions for the south (5 days)</li> <li>- 6 sessions for the north (3 days)</li> </ul> </li> </ul>	Starting on BOE Approval	Participants learn how to implement and administer MAP assessments and how adaptive testing measures student progress and identifies instructional needs.	Early Implementers
<b>Regional MAP Administration Training</b> <ul style="list-style-type: none"> <li>▪ Maximum of 40 participants per session. Potentially:               <ul style="list-style-type: none"> <li>- 400 participants in the south</li> <li>- 240 participants in the north</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ On-site</li> <li>▪ Half-day sessions delivered by region               <ul style="list-style-type: none"> <li>- 10 sessions for the south (5 days)</li> <li>- 6 sessions for the north (3 days)</li> </ul> </li> </ul>	August 2017	Participants learn how to implement and administer MAP assessments and how adaptive testing measures student progress and identifies instructional needs.	Remaining implementers

Session Name & Number of Participants	Format	Delivery Date	Description	Audience
<b>Regional Essential Reports</b> <ul style="list-style-type: none"> <li>▪ Maximum of 40 participants per session. Potentially:               <ul style="list-style-type: none"> <li>- 400 total participants in the south</li> <li>- 240 total participants in the north</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ On-site</li> <li>▪ Half-day sessions delivered by region               <ul style="list-style-type: none"> <li>- 10 sessions for the south (5 days)</li> <li>- 6 sessions for the north (3 days)</li> </ul> </li> </ul>	September/October 2017	<b>Essential Reports for Teachers</b> <ul style="list-style-type: none"> <li>▪ Participants learn to access, interpret, and apply MAP data and resources to inform instruction. This is for teachers administering the MAP survey with goals assessment.</li> </ul>	Teachers, teacher leaders, and Instructional support staff grades 3 and up <i>(unless MAP 2 – 12 assessments are being administered to 2<sup>nd</sup> graders)</i>
			<b>Essential Reports for Primary Grade Teachers</b> <ul style="list-style-type: none"> <li>▪ Participants learn to access, interpret, and apply MAP data and resources to inform instruction.</li> <li>▪ This session is specific to teachers assessment data for MAP for grades K – 2.</li> </ul>	Teachers, teacher leaders, and Instructional support staff in grades K – 2
			<b>Essential Reports for Administrators/Site Leadership Teams</b> <ul style="list-style-type: none"> <li>▪ Participants learn to access, interpret, and apply status and growth data. They will make connections between data and student outcomes and establish the student perspective in the development of successful plans for growth and achievement.</li> </ul>	Administrators and school leaders who use MAP data to support teachers



Session Name & Number of Participants	Format	Delivery Date	Description	Audience
<p><b>Regional Webinar: A Deeper Understanding of MAP Data for Instructional Planning</b></p> <ul style="list-style-type: none"> <li>▪ Maximum of 200 participants per session. Potentially:               <ul style="list-style-type: none"> <li>- 600 teachers</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ Webinar series</li> <li>▪ 3 open-forum discussions</li> </ul>	<p>October/November 2017</p>	<p>During an hour-long webinar, participants:</p> <ul style="list-style-type: none"> <li>▪ Gain an understanding how growth is calculated</li> <li>▪ Learn how to use information for making instructional decisions and set goals with students</li> <li>▪ Learn how to interpret goal performance areas into language students and parents can understand</li> </ul>	<p>Teachers, teacher leaders, administrators</p>
<p><b>Regional Half-Day Sessions</b></p> <ul style="list-style-type: none"> <li>▪ Maximum of 40 participants per session. Potentially:               <ul style="list-style-type: none"> <li>- 400 total participants in the south</li> <li>- 240 total participants in the north</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ 3 different on-site learning opportunities               <ul style="list-style-type: none"> <li>- Topics can be adjusted and/or combined for a full day workshop</li> </ul> </li> <li>▪ Half-day sessions delivered by region               <ul style="list-style-type: none"> <li>- 10 sessions for the south (5 days)</li> <li>- 6 sessions for the north (3 days)</li> </ul> </li> </ul>	<p>Post-fall testing window</p> <p>Target window: January 2018</p>	<p>Student Goal Setting and Growth</p> <ul style="list-style-type: none"> <li>▪ Participants learn to access, Interpret, and apply MAP data and resources to monitor student academic growth and engage students in goal-setting conversations.</li> </ul> <p>Essential Reports for Teachers</p> <ul style="list-style-type: none"> <li>▪ Participants learn to access, Interpret, and apply MAP data and resources to inform Instruction.</li> </ul>	<p>Teachers, teacher leaders, and instructional support staff grades 3 and up (<i>unless MAP 2 – 12 assessments are being administered to 2<sup>nd</sup>-graders</i>)</p> <p>Teachers, teacher leaders, and instructional support staff grades 3 and up (<i>unless MAP 2 – 12 assessments are being administered to 2<sup>nd</sup>-graders</i>)</p>

Session Name & Number of Participants	Format	Delivery Date	Description	Audience
<p><b>Regional Webinar: Student Growth and Goals</b></p> <ul style="list-style-type: none"> <li>▪ Maximum of 200 participants per session. Potentially:               <ul style="list-style-type: none"> <li>- 600 teachers</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ Webinar series</li> <li>▪ 3 open-forum discussions</li> </ul>	<p>Post-fall testing window 2017</p> <p>Target date: January 2018</p>	<p>Differentiated Instruction</p> <ul style="list-style-type: none"> <li>▪ Participants define differentiation and use MAP results to differentiate instruction based on students' academic needs.</li> <li>▪ Participants explore resources for differentiating instruction and engage with MAP resources and data that will support lesson planning in their classrooms.</li> </ul>	<p>Teachers, teacher leaders, and school leaders who use MAP data to support teachers</p>
<p><b>Regional Webinar: Student Growth and Goals</b></p> <ul style="list-style-type: none"> <li>▪ Maximum of 200 participants per session. Potentially:               <ul style="list-style-type: none"> <li>- 600 teachers</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ Webinar series</li> <li>▪ 3 open-forum discussions</li> </ul>	<p>Post-fall testing window 2017</p> <p>Target date: January 2018</p>	<p>During an hour-long webinar, participants will:</p> <ul style="list-style-type: none"> <li>▪ Explore the Achievement Status and Growth Reports and Student Goal Setting Worksheet to understand how growth data will help with setting student academic goals.</li> <li>▪ Gain an understanding about how growth is calculated.</li> <li>▪ Learn how to use this information to make instructional decisions and set goals with students.</li> </ul>	<p>Teachers, teacher leaders, and administrators</p>

Session Name & Number of Participants	Format	Delivery Date	Description	Audience
<p><b>Regional Essential Reports for Administrators/Site Leadership Teams</b></p> <ul style="list-style-type: none"> <li>▪ Maximum of 40 participants per session. Potentially:               <ul style="list-style-type: none"> <li>- 320 total participants in the south</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ On-site</li> <li>▪ Full-day sessions delivered by region               <ul style="list-style-type: none"> <li>- 5 days for the south</li> <li>- 3 days for the north</li> </ul> </li> </ul>	<p>April/ May 2018</p>	<p>The purpose of this workshop is to apply MAP growth data in data conversations and goal setting to improve student learning. The use of MAP growth data will be fostered through a variety of data conversion tools, identifying both strengths and areas for growth and looking at patterns at various levels including: student, classroom, grade/content, school, and district. The activities in this workshop are designed to support in the interpretation and application of MAP data when talking about student growth over time, and to impact goals for school and district improvement plans.</p>	<p>Administrators and teacher leaders</p>

## Appendix F Implementation Plan

Task	Target Audience	Description and Details	NWEA Participants	Nevada Participants	Duration	Recommended Minimum Timeline*
Implementation Planning Calls	All districts	<p>Meet to review or complete:</p> <ul style="list-style-type: none"> <li>▪ Technical requirements of the system, and determine roles and responsibilities of the district MAP team members</li> <li>▪ Review the program timeline</li> <li>▪ Professional development schedule</li> <li>▪ Distribute invitations to district administrators of our online training site, Destination PD™</li> <li>▪ Determine what level of continued implementation support is needed for current partners</li> </ul>	<ul style="list-style-type: none"> <li>▪ Implementation support specialist</li> </ul>	<ul style="list-style-type: none"> <li>▪ District assessment coordinator(s)</li> <li>▪ District technology coordinator(s)</li> <li>▪ District professional development coordinator</li> </ul>	1-hour phone call	4-6 weeks prior to testing
	Destination PD Invitations Distributed	All districts	Distribute account creation invitations to the NDE, district, and school staff	<ul style="list-style-type: none"> <li>▪ Implementation support specialist, as needed**</li> </ul>	<ul style="list-style-type: none"> <li>▪ District assessment coordinator(s)</li> <li>▪ District professional development coordinator</li> </ul>	Varies

Task	Target Audience	Description and Details	NWEA Participants	Nevada Participants	Duration	Recommended Minimum Timeline*
<b>District Site/Lab/Workstation Readiness</b>	All districts	District ensures testing stations are ready for administering MAP. Includes workstation readiness checks and verification of whitelisted URLs and emails	<ul style="list-style-type: none"> <li>Implementation support specialist, as needed**</li> <li>Technical support, as needed**</li> </ul>	<ul style="list-style-type: none"> <li>District technology coordinator(s)</li> </ul>	Up to 1 week	As soon as possible after implementation planning call
<b>MAP Activation at District</b>	Districts new to MAP assessments	Includes: <ul style="list-style-type: none"> <li>Exchange Confirmation of Readiness documentation</li> <li>Complete final configuration and MAP test environment setup</li> <li>Initial user login credentials are emailed to district, giving access to the system</li> </ul>	<ul style="list-style-type: none"> <li>Implementation support specialist</li> <li>Technical support, as needed**</li> </ul>	<ul style="list-style-type: none"> <li>Initial district users</li> </ul>	3 days	5-weeks prior to MAP testing start <i>(This timeframe depends on when the contract is awarded)</i>
<b>MAP Go-Live Call with Districts</b>	Districts new to MAP assessments	Call with district personnel to provide: <ul style="list-style-type: none"> <li>Verification of functionality of MAP administration and reporting center</li> <li>Instructions on initial users' tasks</li> <li>Instructions on navigation of administration and reporting center</li> </ul>	<ul style="list-style-type: none"> <li>Implementation support specialist</li> </ul>	<ul style="list-style-type: none"> <li>District assessment coordinator(s)</li> <li>Initial district users</li> <li>District technology coordinator(s)</li> <li>District data administrator</li> </ul>	1 hour	2-3 weeks prior to MAP testing



Task	Target Audience	Description and Details	NWEA Participants	Nevada Participants	Duration	Recommended Minimum Timeline*
<b>School-Level MAP Training</b>	All district teachers	District leaders training school leaders on using MAP assessments, using what they learned and materials from on-site district-level training. School leaders then teach their school's teachers and proctors	<ul style="list-style-type: none"> <li>Technical support, as needed**</li> </ul>	<ul style="list-style-type: none"> <li>District trainers</li> <li>Teachers</li> <li>Proctors</li> </ul>	2 hours	2-weeks prior to MAP testing
<b>District MAP Test Setup (this assumes manual rostering)</b>	All districts	Includes: <ul style="list-style-type: none"> <li>Rostering of district users, teachers, and students</li> <li>Test sessions setup</li> </ul>	<ul style="list-style-type: none"> <li>Implementation support specialist, as needed**</li> <li>Technical support, as needed**</li> </ul>	<ul style="list-style-type: none"> <li>District data administrator</li> <li>District assessment coordinator(s)</li> </ul>	3 days	10 days prior to MAP testing
<b>MAP Student Test Preparation</b>	All districts	Prepare students for testing. Use Test Warm-Ups, as appropriate	<ul style="list-style-type: none"> <li>Implementation support specialist, as needed**</li> <li>Technical support, as needed**</li> </ul>	<ul style="list-style-type: none"> <li>Teachers</li> <li>Proctors</li> </ul>	30 minutes	1 day prior to MAP testing
<b>MAP Testing</b>	All districts	Testing begins	<ul style="list-style-type: none"> <li>Implementation support specialist, as needed**</li> <li>Technical support, as needed**</li> </ul>	<ul style="list-style-type: none"> <li>Teachers</li> <li>Proctors</li> <li>District system administrator/initial user</li> <li>District assessment coordinator(s)</li> </ul>	Untimed; about 1-hour per test	Depending on assessment calendar  (may be given Fall, Winter, Spring, and/or Summer as determined by assessment calendar)
<b>State-level Data Delivery</b>	NDE	Concatenated district CDF files electronically delivered to NDE	<ul style="list-style-type: none"> <li>Program Staff</li> <li>Custom Reporting team</li> </ul>	<ul style="list-style-type: none"> <li>Program Staff</li> </ul>	4 weeks after testing window closes	Will be delivered after each testing window  (Fall, Winter, Spring, & Summer [as applicable])

Task	Target Audience	Description and Details	NWEA Participants	Nevada Participants	Duration	Recommended Minimum Timeline*
Standard Setting: Phase 1b	NDE District & School participants	Conduct a 90-minute virtual panel of ten teachers per grade (40 total) to evaluate the NWEA created Range ALDs	<ul style="list-style-type: none"> <li>Content and Summative Psychometrics</li> <li>Program Staff</li> </ul>	<ul style="list-style-type: none"> <li>Program Staff</li> <li>District &amp; School Staff</li> </ul>	90 minutes	Winter 2017
Standard Setting: Phase IIa	NDE	<ul style="list-style-type: none"> <li>Standard Setting Design</li> </ul>	<ul style="list-style-type: none"> <li>Psychometrics</li> </ul>	<ul style="list-style-type: none"> <li>Program Staff</li> </ul>	5 weeks	Spring 2017
Standard Setting: Phase IIb	NDE District & School participants	<p>Standard Setting Workshop: 3-days with 10 teachers/grade (40 total)</p> <p><i>Pre-requisite:</i> NDE recruits participants</p> <p><i>Pre-requisite:</i> NDE provides Nevada Census Smarter</p>	<ul style="list-style-type: none"> <li>Psychometrics, Summative Content</li> <li>Program Staff</li> </ul>	<ul style="list-style-type: none"> <li>Program Staff</li> <li>District &amp; School Staff</li> </ul>	3-day workshop (all day)	Spring 2017
Standard Setting: Phase IIc	NDE	<p>Technical Report and Finalized Range ALDs</p> <p><i>Pre-requisite:</i> Completion of Standard Setting Workshop</p>	<ul style="list-style-type: none"> <li>Psychometrics</li> </ul>	<ul style="list-style-type: none"> <li>NDE Program Staff</li> </ul>	10-12 weeks	Summer/ Fall 2018

*\*Our timeline and all tasks included are flexible, and we will work with NDE to establish the final timeline.*

*\*\*Task is managed by partner using available guides and tutorials. If supplemental product training is required, a webinar may be arranged with the implementation support specialist and/or Technical Support team, who are also available to answer questions when needed.*

# Appendix G

## Technical Support Plan

### **Multiple Methods of Accessing Support**

Technical Support utilizes a support schedule to ensure maximum availability of specialists during peak support hours and throughout our normal scheduled hours of operation.

#### **Phone Support**

NWEA uses Voice Over Internet Protocol (VOIP) phone system to allow partners access to the first available support representative, and it encompasses remote support capabilities for our employees. Technical Support strives to answer calls as quickly and efficiently as possible while minimizing any delay or hold times for our partners.

During Technical Support hours of service, NWEA strives to respond to 95% service calls from NDE Authorized Help Desk Representatives within 2 hours.

NWEA will provide for a dedicated support personnel and phone line for Nevada districts and schools to handle NVRBG3 and non-NVRBG3 calls.

#### **Email Support**

Technical Support's goal is to respond to all emails within 24 hours from time of receipt or, if received after contracted hours, on the following business day.

#### **Chat Support**

Chat is an additional means of contacting Technical Support. Technical Support's goal is to handle chat requests within 2 minutes.

### **Escalation Process**

Technical Support utilizes a tiered support and escalation process to appropriately route requests received by phone, email, and chat. NWEA Customer Relationship Management (CRM) system tracks support request activity and has reporting capabilities.

### **Support Availability**

Technical Support will be available to NDE from **8:00 a.m. to 5:00 p.m. Pacific, Monday through Friday**, except for the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving; Day after Thanksgiving; and Day before Christmas and Christmas Day.

### **Case Resolution and Documentation**



Partner requests are tracked through NWEA's CRM software and contain information such as the caller name, district, school, date, time of incoming support request, and a summary of issue.

NWEA tools allow Technical Support to generate reports that track the following: number of calls, resolutions, time on call, abandonment rates, answer time. Call logs and can be provided to NDE on request.

On request, NWEA will provide NDE with reports analyzing use of customer support services. At the discretion of NDE, weekly reports that track resolution of issues reported in customer service calls may be requested, especially if issues arise that cause dissatisfaction with the assessment and/or interim system.

### **Large Accounts:**

Technical Support uses a triage process to answer questions and address incidents.

The first level of support occurs at the district level.

- Incoming calls are fielded by the district's Help Desk. The District Help Desk is responsible for troubleshooting to the MAP application level, ruling out network, bandwidth or other local environmental issues. With NWEA provided FAQs and knowledge base entries, basic questions are quickly resolved at the District Help Desk level.
- If MAP-specific, the issue is escalated to NWEA's Technical Support by toll-free Support line or email. Existing, documented, workflows are applied.
- Although infrequent, incidents unresolved by Technical Support are escalated to NWEA's Engineering team for root cause analysis and resolution.
- NWEA Tier 2 Support retains ownership for the case, closing the loop with the District help Desk contact.

#### *Training of Large District Help Desk*

District Help Desk support training is provided by NWEA's Technical Support staff. Training is based on agreed upon delineation of service. The expectation is that each large district help desk will troubleshoot to the MAP application level, ruling out issues such as network, internet connectivity or other problems that may arise outside the MAP application software.

*On-site field engineers can be made available, if required, at a negotiated rate.*

The Technical Support staff will assist each district with the development and ongoing maintenance of a knowledge base and FAQs to facilitate delivery of service. They will also provide reiterative training throughout the duration of the contract, as may be required, to address new product functionality or other release information following software upgrades.

### **Community**

NWEA Connection is NWEA's online community that will allow school districts to search NWEA's expansive knowledge base for answers to questions or for help troubleshooting issues. In this online community, districts and schools can:

- Access tools and tips
- Ask questions and participate in discussion threads

- **Read posts on various topics, then like, share, and comment**
- **Search the Knowledge Base of useful support articles**
- **Submit a support ticket or view the status of existing support tickets**
- **Continue discussions from formative assessment workshops taken through NWEA professional development**

**This resource is available to all participating schools and districts as a part of a MAP assessment license.**

## Appendix H

### Standard Setting Workshop Facilitation Plan

#	Deliverable or Task	NDE Role	NWEA Role	Task Owner	Time Frame
1	Create the Nevada-specific Range Achievement Level Descriptors (ALDs) for grades K – 3 based on relevant MPG (Grade K, 1) or MAP (Grade 2&3) Goal/Sub-goal Structures	Reviews and approves Range ALD content	Creates and delivers	<ul style="list-style-type: none"> <li>NWEA Content and Psychometrics and Program Staff</li> <li>NDE Program Staff</li> </ul>	Fall 2017*
2	Conduct a 90-minute virtual panel of ten teachers per grade (40 total) to evaluate the NWEA created Range ALDs  <i>Pre-requisite: NDE recruits participants</i>	Recruits teachers, leads discussion & facilitates	Supports NDE, sets up and analyzes survey	<ul style="list-style-type: none"> <li>Content and Psychometrics and Program Staff</li> <li>NDE Program Staff</li> <li>NDE District &amp; School Staff</li> </ul>	Winter 2017*
3	Standard Setting Design Plan	Reviews and approves	Creates and delivers	<ul style="list-style-type: none"> <li>NWEA Psychometrics</li> <li>NDE Program Staff</li> </ul>	Spring 2018*
4	Standard Setting Workshop: 3-days with 10 teachers/grade (40 total)  <i>Pre-requisite: NDE recruits participants</i>  <i>Pre-requisite: NDE provides Nevada Census</i>	<ul style="list-style-type: none"> <li>Recruits teachers &amp; coordinates logistics with NWEA and school &amp; district staff</li> <li>Provides local facilities for hosting the workshop</li> </ul>	Facilitates workshop with logistical support from NDE	<ul style="list-style-type: none"> <li>NWEA Psychometrics, Content, Program Staff</li> <li>NDE Program Staff</li> <li>NDE District/ School Staff</li> </ul>	Summer 2018*

	<i>Smarter Balanced testing data for Grade 3</i>				
<b>5</b>	<p>Technical Report (documenting the process, methodology and anonymized school &amp; district staff contributions to finalized range ALDs); 10-weeks after standard setting workshop</p> <p><i>Pre-requisite: Completion of Standard Setting Workshop</i></p>	Approves deliverable	Creates and delivers	<ul style="list-style-type: none"> <li>• NWEA Psychometrics</li> <li>• NDE Program Staff</li> </ul>	Fall 2018*

**ATTACHMENT BB**  
**INSURANCE SCHEDULE**

**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.

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

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** 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.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State 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 Department Representative's Name and Address)**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

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

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

Jeffrey R. Shultz July 13, 2017 President + COO  
NWEA Date Independent's Contractor's Title

[Signature] Deputy Superintendent for Student Achievement  
Signature State of Nevada Department of Education Date Title

**ATTACHMENT CC  
DATA SHARING AGREEMENT BETWEEN  
THE STATE OF NEVADA  
AND  
NWEA**

1. This Data Sharing Agreement ("Agreement") is made by and between NWEA ("Contractor") and the State of Nevada Department of Education("State").
2. The terms of this Agreement shall commence on the last date signed in the signature block below (Effective Date) and end when the Contractor no longer is in possession of any Confidential Information. This Agreement may be terminated by either party hereto upon thirty (30) days written notice.
3. For purposes of this Agreement and any contracts to which it serves as an attachment and the Family Educational Rights and Privacy Act ("FERPA"), State designates Contractor an "school official" with a "legitimate educational interest" pursuant to 20 U.S.C. 1232g(b)(1)(A) and 34 C.F.R. 99.31(a)(1)(i)(B). Contractor and the State shall comply with the provisions of FERPA in all respects. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share personally identifiable student information in a manner not allowed by state or federal law or regulation.
4. "Confidential Information" shall include any and all personally identifiable student information, as that term is defined 34 C.F.R. § 99.3.
5. "Disclose" or "disclosure" means to permit access to or the release, transfer, or other communication of Confidential Information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record.
6. The State may disclose Confidential Information to Contractor for the purpose of developing and maintaining a statewide student information system; including, software implementation services, software maintenance services, training services, technical support services, training services, and hosting services. Further disclosure by Contractor of any Confidential Information released to Contractor by the State is prohibited by this Agreement.
7. Contractor shall not: (i) disclose any Confidential Information to any unauthorized third party; (ii) make any use of Confidential Information except to perform its obligations under this Agreement; or (iii) make Confidential Information available to any of its employees, officers, or agents except those individuals who have been authorized by Contractor to use the information as a component of their project assignment(s). The term "unauthorized third party" for purposes of this Agreement does not include employees, officers, or agents of the State who are authorized to have access to the Confidential Information.
8. At the State's discretion, the state may elect to disclose to Contractor under this Agreement the Confidential Information identified within the State's Data Dictionary as currently established and, at such time it becomes necessary, as modified. No other personally identifiable student information will be disclosed to Contractor.



9. Contractor agrees to use Confidential Information provided by the State, or any Nevada School District or charter school only for the purpose of fulfilling the Contractor's obligations under this Agreement and Contract.

10. Contractor understands that the Confidential Information is protected under state and federal law and agrees to immediately notify the State if any of the Confidential Information is disclosed, either intentionally or inadvertently. Such notice is not required if Contractor is directed to disclose certain Confidential Information, in writing, by the State.

11. Contractor agrees to protect Confidential Information in such a manner that it will be disclosed only to Contractor's staff whose duties under this Agreement specifically require them to have access to the Confidential Information and to any State approved subcontractors listed in this paragraph who have executed similar Data Sharing Agreements with State

a. State approved subcontractors executing similar Data Sharing Agreements:

NOT APPLICABLE

12. Contractor and the State shall identify at least one authorized representative or data custodian from their respective agencies who shall be responsible for processing and responding to data requests from the other party. The State identifies Mr. Glenn Meyer ([gmeyer@doe.nv.gov](mailto:gmeyer@doe.nv.gov)) as the authorized representative. NWEA identifies Adam Wolfgang ([adam.wolfgang@nwea.org](mailto:adam.wolfgang@nwea.org)) as the data custodian. These individuals shall be noted as Key Personnel and immediate notice to all parties of any change. Change notices will be delivered via email or courier and such notice must include the name of the new data custodian.

13. Upon request of the State, Contractor shall agree to permit the State to review or shall provide written assurances to the State regarding the use of Confidential Data under this Agreement. In such an event, the State shall provide appropriate notice and an adequate timeframe for Contractor to prepare data. The purpose of this provision is to ensure that appropriate policies and procedures are in place to protect the Confidential Information and that there has been no further Disclosure of the Confidential Information.

14. All Contractor employees, officers, and agents with access to the Confidential Information must acknowledge that they are aware of and will abide by the provisions of this Agreement. Contractor agrees to remove any person from performing work who has violated the terms of this Agreement, or if the Contractor suspects any person to have violated the terms of the Agreement. Contractor shall notify the State of a breach of the Agreement within 10 days. If the United States Department of Education's Family Policy Compliance Office determines that the Contractor has violated paragraph 34 C.F.R. 99.31(a)(3), the State may not allow the Contractor access to personally identifiable information from education records for at least five years. 34 C.F.R. 99.67.

15. By disclosing Confidential Information to Contractor, the State is in no way assigning ownership of the Confidential Information to Contractor. Upon the termination of this Agreement for any reason, Contractor shall immediately return all Confidential Information, including all copies, to the State or destroy all Confidential Information in its possession, custody, or control unless otherwise agreed to in writing by both parties. Upon request, Contractor will provide the State with affidavits to this effect.

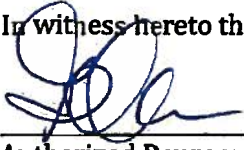
16. Contractor agrees to destroy the personally identifiable information, within 45 days, from the education records when the information is no longer needed for the purpose specified in this Agreement

and the contract as amended and approved in June 2014. The parties to this Agreement and contract may agree to extend the time period for destruction if needed.

17. This Agreement shall be governed by and construed in accordance with the laws of the Nevada. Any lawsuit pertaining to or affecting this Agreement shall be venued in the First Judicial District Court for the State of Nevada, in Carson City.

18. Violation of this Agreement is cause for immediate termination of this Agreement.

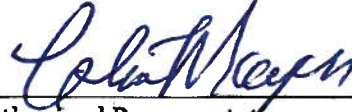
In witness hereto the parties signify their agreement by signature below:



Authorized Representative  
NWEA

7/14/2017

Date



Authorized Representative  
Nevada Department of Education

7/14/17

Date

**CERTIFICATION:**

I, Adam Wolfgang, have read this Data Sharing Agreement and agree to abide by its terms.

Dated this 14<sup>th</sup> day of July, 2017

DocuSigned by:



Recipient ID: 98C31488...



ATTACHMENT DD  
NWEA SERVICE LEVEL AGREEMENT

NWEA warrants the following Service Level Agreement for the products and services outlined herein.

1. Definitions

“NWEA Network” shall mean NWEA owned and controlled equipment providing the Web-Based MAP system, and shall include third party vendors that NWEA contracts with for the provision of the Web-based MAP system but excluding any networks, equipment or services provided by other third parties. NDE premise equipment, NDE local area network, or interconnections to or from connectivity with other Internet Service provider networks.

2. Web-based MAP Availability

2.1 Availability Commitment. Subject to the exceptions listed in this Section, NWEA will make reasonable efforts to ensure the Web-Based MAP systems will be available 99% for NDE for the Term of the Agreement or any renewals thereof, measured on a monthly basis. The Web-Based MAP system will not be considered Unavailable, as defined below, due to:

- (i) Scheduled maintenance (NWEA’s current scheduled maintenance dates may be found at: <http://support.nwea.org/node/4627>);
- (ii) Scheduled downtime (for system hotfixes, updates, upgrades and/or patches), provided NWEA gives NDE at least three (3) business days prior written notice (e-mail sufficient) of any scheduled downtime and the scheduled downtime occurs after 3:30 pm CST but lasts no later than the nightly processing window set forth in subsection (vii);
- (iii) Emergency maintenance (which is defined as an urgent situation requiring immediate action), provided such emergency is not directly related to NWEA's gross negligence.
- (iv) Delays or failures due to circumstances beyond NWEA’s reasonable control, including but not limited to telecommunications line failures, acts of third parties, acts of God, force majeure events, and other failures, except for third party vendor that NWEA contracts with for the provision of the Web-Based MAP system as set forth in Section 1;
- (v) Any outage or downtime outside of the NWEA Network;
- (vi) Any direct act or omission by NDE, its officers, directors, employees, subcontractors, agents, or any other entity under NDE;s control that causes the NWEA Network to be unavailable;

2.2 Availability Calculations. For the purposes of calculating availability, the Web-Based MAP system will be deemed to be unavailable if its monitoring agent fails to respond to requests issued by NWEA’s monitoring software (referred to herein as “Unavailable” or “Unavailability”). Further, the Web-Based MAP system will not be deemed Unavailable

for any downtime or outages excluded from such calculations by reason of the exceptions set forth in Section 2.1 (i) – (viii).

3. **Service Level Agreement Reporting Procedure.** NDE must contact NWEA technical support by telephone, pursuant to procedures agreed to in writing by NDE and NWEA, when NDE believes a service issue has occurred in order to have the Unavailability or issue eligible for consideration for a service credit within thirty (30) days of the Unavailability or issue. Upon request, the parties agree in good faith to share their records and data related to Unavailability and/or the issue(s) under this Service Level Agreement with each other, but no more than on a monthly basis. In the event of a conflict, which is otherwise unresolved by the parties within 30 days, no service credit(s) shall be attributed to any such event and shall not be considered an event of default.
  
4. **Service Credit Limits:** The provisions of this Service Level Agreement state NDE's sole and exclusive remedy for Unavailability and the failure of NWEA to meet any of the requirements under this Service Level Agreement. Upon NDE's request and if duly approved by NWEA, the service credit will be in an amount equal to the following:

Issue	Reporting Period	Service Credit
Section 2: Unavailability	Monthly	1% of the monthly pro-rata portion of NDE's annual Web-Based MAP system license fees.
Section 5: Reports availability	Monthly	1% of the monthly pro-rata portion of NDE's annual Web-Based MAP system license fees.

NDE is entitled to one (1) service credit per eligible incident, but no more than one (1) incident service credit per day. NDE's total service credit(s) for any calendar quarter shall in no event exceed the equivalent of 5% of the quarterly pro-rata portion of the NDE's annual Web-Based MAP system license fees. Any incident for which NWEA owes and issues NDE a service credit shall not be considered an event of default if NDE fails to notify NWEA of a service credit in accordance with Section 3, NDE will have waived its right to that individual service credit.

5. **Availability of Reports.** NWEA will make reasonable efforts to ensure standard reports generated from the Web-Based MAP system will be available of 95% the time in accordance with the table below for NDE per the Agreement or any renewals thereof, measured on a monthly basis. Notwithstanding anything to the contrary, NDE shall only be entitled to a

service credit if it follows the service credit reporting procedures in Section 5 and NWEA fails to meet the aforementioned reports availability percentage on a monthly basis.

Category	Availability
<ul style="list-style-type: none"> <li>• End-of-Test Assessment Results Report</li> </ul>	Immediately upon student completion of test
<ul style="list-style-type: none"> <li>• Class Breakdown by RIT Report</li> <li>• Class Breakdown by Goal Report</li> <li>• Class by Projected Proficiency</li> <li>• Learning Continuum</li> <li>• Class Breakdown by Projected Proficiency Report</li> <li>• Student Goal Setting Worksheet</li> </ul>	Immediately upon demand
<ul style="list-style-type: none"> <li>• District Summary Report</li> <li>• Student Progress Report</li> <li>• Class Report</li> <li>• Grade Report</li> <li>• Achievement Status and Growth Reports</li> <li>• Student Growth Summary Report</li> <li>• District/School Level Comprehensive data file</li> </ul>	Within 24 hours

Availability is subject to Section 2.1 and Section 2-2.

“These reports may be available immediately depending on the amount of data.

Service level reporting procedures and credits for reports shall be governed by Section 5 and Section 6 above.

**6. Notice and Agreement regarding Concurrent Users**

NDE shall notify NWEA in writing a minimum of ninety (90) days in advance if it anticipates exceeding concurrent users. NDE and NWEA acknowledge and agree that nothing in this Service Level Agreement commits NWEA to deliver concurrent testing on NWEA’s Web-Based MAP system above 60,000 students. If NDE provides notice as set forth in this Section 10 the parties agree to discuss the capacity of the NWEA Network and whether modifications of either NDE’s testing schedule or NWEA’s Network are commercially feasible.

This redacted Agreement will be posted on the CPS website.

## **ASSESSMENT SYSTEM LICENSE AND SERVICES AGREEMENT**

*(Northwest Evaluation Association)*

This ASSESSMENT SYSTEM LICENSE AND SERVICES AGREEMENT ("**Agreement**") is entered into as of July 1, 2016, ("**Effective Date**") by and between the Board of Education of the City of Chicago, a body politic and corporate commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**"), with offices located at 42 West Madison, Chicago, IL 60602 and Northwest Evaluation Association ("**NWEA**" or "**Vendor**"), with offices located at 121 NW Everett Street, Portland, Oregon 97209, collectively the ("**Parties**").

### **RECITALS**

- A. The Board desires that Vendor provide certain Assessment System, implementation, training, maintenance and support services more fully described herein; and
- B. Vendor has demonstrated expertise in providing such Assessment System, implementation, training, maintenance and support services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the Board.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.

2. **Definitions:**

- A. "**Assessment System**" means the Vendor's testing and reporting services, commonly referred to as Measures of Academic Progress® ("**MAP®**"), related licensed materials such as DesCartes: A Continuum of Learning® statements ("**Descartes**"), Knowledge Academy, professional development workshop materials, the implementation, training, maintenance and support services, item banks, Documentation, customizations, deliverables, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.
- B. "**Board Data**" means any administrative data, teacher data, student data, education record data (including individually identifiable information) and Assessment data.
- C. "**Board Resources**" means the hardware, software, equipment, network components and systems necessary for the Board to access and utilize the Assessment System, including classroom workstations, the security and availability of the Board's own computers, computer networks, the Board's internet access policies, and internet connections, including security patches, firewalls and other security measures, intrusion detection, choice of browser, and browser configuration settings to be used with the Assessment System, email, and other transmissions.
- D. "**Documentation**" means the applicable documentation, specifications and guidelines provided by Vendor for the Assessment System.
- E. "**Named Users**" means any Board teachers, administrators, consultants, enrolled students or other individuals for whom there is a designated user login account permitting the individual to access the Assessment System.

This redacted Agreement will be posted on the CPS website.

3. **Effective Date and Term of Agreement:** This Agreement is for a term commencing on July 1, 2016 and ending June 30, 2018, ("**Term**"), unless terminated sooner as provided herein. The Board shall have two (2) options to renew this Agreement, each for a period of two (2) years each.
4. **Scope of Services:** Vendor agrees to provide the Assessment System, Documentation, maintenance, support and services set forth in Exhibit A, Statement of Work, ("Services"), in accordance with the terms and conditions of this Agreement. Vendor shall provide to the Board electronic copies of the Documentation for use with the Assessment System. The Board shall have the right, as part of the License granted herein, to make as many additional copies of the Documentation as it may deem necessary. Vendor shall provide the Assessment System identified in Exhibit A, Statement of Work ("Statement of Work" or "SOW"), including all maintenance releases, patches, and fixes at no additional cost to the Board (other than as may be set forth in the Statement of Work, if any) during the Term of the Agreement. Vendor further agrees to provide all operator's and user's manuals, training materials, guides, commentary, listings and other materials for use in conjunction with the Services. Vendor shall deliver to the Board a copy of the Documentation for each licensed user identified in Exhibit A, provided Vendor may deliver to the Board an electronic copy of the Documentation that may be distributed to all licensed users in order to meet this requirement. The Board shall have the right, as part of the License granted herein, to make as many additional copies of the Documentation as it may deem necessary. The Board may, from time to time, request changes in the scope of Services. Any such mutually agreed upon changes, except those resulting in an increase in the rates Vendor currently charges the Board or the Total Maximum Compensation amount shall be documented in accordance with Appendix A and Appendix B to the Statement of Work. Any changes resulting in an increase in Vendor's rates or an increase in the Total Maximum Compensation shall require Board approval and a written amendment to the Agreement.
5. **Compensation:** Compensation for all vendors with agreements under Board Report No. 16-0525-PR5 shall not exceed a total of Three Million Five Hundred Thousand Dollars and 00/100 (\$3,500,000.00) in the aggregate during the Term of this Agreement, ("**Total Maximum Compensation**") and shall be paid according to the pricing schedule set forth in Exhibit A, the Statement of Work and Attachment A to the Statement of Work. There shall be no reimbursable payments to Vendor under this Agreement. Payments under this Agreement shall not exceed the Total Maximum Compensation amount without a written amendment to this Agreement.
6. **License, Hosting, Support and Board Responsibilities:**
  - A. **License:** Vendor hereby grants to the Board a limited, non-exclusive, non-sublicensable, non-assignable, nontransferable royalty-free (except for fees specified in this Agreement) license to use the Assessment System for the Named Users for educational, instructional and related administrative purposes consistent with the Documentation and subject to the terms of this Agreement. The Board shall not sell, lease, license or otherwise transfer, use or dispose of the Assessment System except as expressly provided herein. The Board shall not copy or permit the copying by any third party of the Assessment System or distribute, market, sell, rent, lease, license, transfer, sublicense or assign to any third party any portion of the Assessment System. The Board shall not make any alterations, additions or modifications, create derivative works, decompile, disassemble or reverse engineer the Assessment System without the prior written consent of Vendor. The Board shall not remove any proprietary notices or labels on the Assessment System or use the Assessment System in an attempt to, or in conjunction with any device, program, or service designed to circumvent technological measures employed to control access to, distribution of, or rights in, a content file or other work protected by the copyright laws of any jurisdiction. The Board will reproduce all copyright and trademark notices and all other legends of ownership on each copy, or partial copy, of the Assessment System.



This redacted Agreement will be posted on the CPS website.

Vendor reserves the right to modify, update, make improvements to, add, or withdraw features or functionality, replace an existing version with a new version, or otherwise revise the Assessment System (collectively the "Updates") at any time without prior notice. These updates will be provided to the Board at no additional cost to the Board. Updates may modify features, functionality, reporting, testing, curriculum alignment guides, scoring algorithms, terms of service or other aspects of the Assessment System. Updates may be made for various reasons including, but not limited to, the following: (i) release of a new version; (ii) changes in underlying technology; (iii) changes to products or services supplied by a third party; (iv) security issues or misuse; and (v) applicable laws, regulations or court orders. Vendor will make available by electronic mail posting on the Assessment System website, or other means, information about Updates. Notwithstanding anything stated above, if an Update makes a material change to the Assessment System, continued use of the Assessment System may be subject to Board Approval. Further, if Vendor removes any material technical features or functionality as part of an Update and subsequently incorporates those material technical features or functionality in a new product (whether directly, indirectly or through a third-party) then the Assessment System provided pursuant to this Agreement will be deemed to include (i) the portion of those new or different products that contain the original material technical features or (ii) if those material technical features cannot be separated out, the entire product. Notwithstanding the foregoing, the preceding obligation shall not apply to Vendor professional development services and materials provided under this Agreement and/or the Statement of Work.

- B. Protection from Unauthorized Use or Access. The Board shall limit access to the Assessment System to its Named Users for such purposes in accordance with the terms of this Agreement. The Board is responsible for maintaining the confidentiality of the User ID and passwords. The Board acknowledges that its designated systems administrator controls the access and security points of the Assessment System and may designate additional administrators with similar privileges. The Board also acknowledges that security of Board Data may be compromised if Named Users do not follow all applicable security policies and procedures and take other appropriate steps to maintain the security of the Assessment System, including, without limitation, maintaining the confidentiality of the Named Users names and passwords, frequent changing of passwords, exiting from the account at the end of each session, maintaining appropriate internal controls to monitor access to and use of the Assessment System. The Board agrees to provide reasonable notice to Vendor of any unauthorized activity regarding the Assessment System or any other security concerns so Vendor can take measure to eliminate or restrict data access.
- C. Hosting of Board Data. Vendor shall provide the Board with storage space on, and access to, a computer system with the capability of making the Assessment System accessible by the Board and designated Named Users through a secure online means as set forth in the SOW in order to host the Board Data and to otherwise make the Assessment System and the Board Data accessible online by the Board's Named Users (collectively "**Hosting Services**"), subject to, Exhibit B, the Service Level Agreement set forth in the Statement of Work. The Hosting Services are included within the pricing set forth in the Statement of Work.
- D. Assessment System Maintenance and Support. Vendor shall provide the maintenance and support Services to the Board as described in the Statement of Work.
- E. Board Responsibilities. The Board shall be solely responsible for: (a) the quality and accuracy of Board Data and other information provided to Vendor; (b) procuring and

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maintaining the Board Resources; (c) ensuring that at all times during which the Assessment System is being provided that the Board Resources meet the network and hardware requirements set forth in the Statement of Work hereto; and (d) providing internet connectivity to classrooms and Board Resources as needed to use the Assessment System. Vendor shall have no liability for any delay or failure to perform any portion of the Services required by this Agreement which arises as a result of the failure of the Board to perform any of the obligations of the Board under this Agreement. The Board shall use reasonable efforts to ensure that other service providers cooperate and work with Vendor as required for Vendor to perform under this Agreement.

F. **Vendor Ownership.** All rights, title and interest in the Assessment System, all copies, and all updates, enhancements, customizations, modifications, and improvements, along with all intellectual property rights related thereto, shall remain with Vendor, regardless of the source giving rise to the intellectual property and despite any modifications or adaptations made for the benefit of the Board. The Assessment System and all updates, enhancements, modifications, and improvements are protected by United States and international copyright laws and treaties, as well as other intellectual property laws. The Board is not granted any license to use any of Vendor's trade or service marks and Vendor retains all right, title and interest in its trade and service marks. The Board may not capture, store, or transmit, electronically or otherwise, any test items or product visuals, including screen shots, outside of the Assessment System, and are hereby prohibited from doing so.

7. **Standards of Performance:** Vendor shall devote, and shall cause its staff and subcontractors, if any, described in the Statement of Work to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to supply the Services effectively, efficiently, and consistent with industry standards. Subject to and consistent with the Statement of Work, Vendor shall retain and utilize sufficient staff to assure effective and efficient supply of Services and shall utilize, as required by law or by this Agreement, professionals licensed to practice in the State of Illinois in the applicable profession.

8. **Billng and Payment Procedures; Electronic Payments:**

A. **Billing and Payment Procedures:** All invoices must include: a valid purchase order number, itemized description of the Services rendered or materials delivered, date the Services were rendered, date the materials were delivered, invoice date, and invoice amount. Invoices shall be submitted in a timely manner. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of this Agreement. If Vendor has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in its normal course of business after receipt of invoices and all supporting documentation necessary for the Board to verify the Services provided under this Agreement. Original invoices must be submitted to:

Originals:  
Chicago Public Schools  
Accounts Payable P.O. Box 661  
Chicago, Illinois 60690-0661

Copy:  
Chicago Public Schools  
42 West Madison Street  
Chicago, IL 60602  
Attn: Kathryn Nestler

B. **Board Payment.** The Board shall pay Vendor for Services provided and materials delivered by Vendor in accordance with the provisions of this Agreement. The Board shall process payments for undisputed invoices in its normal course of business (but no later than 45 days after receipt of invoices and all supporting documentation necessary for the Board to verify the services and products provided under this Agreement. The termination for convenience or resulting from the Board's default does not relieve the Board of any

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payment obligations which arise prior to the effective date of the termination, including the payment of fees for any products delivered and services that commence prior to the effective date of termination.

**9. Limited Warranty; Disclaimer:**

- A. **Limited Warranty for Assessment System:** Vendor warrants to the Board that the Assessment System, when properly installed and used, will perform substantially in accordance with the Documentation or as represented in writing by Vendor. The Assessment System may include open source software components. This limited warranty is void if the failure of Assessment System results from (a) use of the Assessment System in connection with software or hardware not compatible with the Assessment System as identified by Vendor in writing or not meeting the technical specifications provided in writing by Vendor; (b) the Board's improper or inadequate maintenance of CPS hardware or software; (c) use by the Board of the Assessment System other than as described in the Documentation; or (d) inadequate internet connectivity bandwidth. This limited warranty is void if the Assessment System is altered or modified in any way by anyone other than Vendor. Vendor does not warrant that the operation of the Assessment System or availability of the Services will be uninterrupted or error free. The Board is responsible for the results obtained and decisions made from its use of the Assessment System. Vendor assumes no responsibility for the operating environment or for the Board's security programs in which the Assessment System functions. Vendor will, at its sole option, either replace or, with its best efforts, correct the Assessment System, which fails to perform substantially in accordance with the Documentation for the Assessment System or as represented in writing by Vendor upon written notice of such failure. If Vendor is unable to correct the error after using its best efforts, Vendor will, at its sole option, either replace the Assessment System with a functionally equivalent software program or refund the fees paid on a pro-rated basis and cancel this Agreement.
- B. **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** Vendor shall have no obligation under this section to ensure that the Board maintains an active internet connection to utilize the Assessment System (such responsibilities are solely the Board's). Any unavailability of or inability to use the Assessment System in accordance with this Agreement due to the Board's lack or quality of an internet connection or lack of Board Resources, shall be the sole responsibility of the Board.
10. **Non-appropriation:** Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by the Board for performance under this Agreement, the Board shall notify Vendor and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification shall be made to Vendor except that no payment shall be made or due to Vendor under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.
11. **Events of Default:** Events of default ("**Events of Default**") include, but are not limited to, any of the following:
- A. Any material misrepresentation by Vendor in the inducement of the Agreement or the provision of Services;
  - B. Any material breach of any agreement, representation or warranty made by Vendor in the Agreement;

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- C. Default by Vendor under any other agreement Vendor may have with the Board;
- D. Assignment by Vendor for the benefit of creditors or consent by Vendor to the appointment of a trustee or receiver or the filing by or against Vendor of any petition or proceeding under any bankruptcy, insolvency or similar law; or
- E. Failure of Vendor to supply the Services required hereunder in accordance with the terms and conditions of the Agreement, including, but not limited to, the following:
  - i. Action or failure to act which affects the safety or welfare of students or Board staff;
  - ii. Failure to materially perform in accordance with terms, conditions, and specifications of this Agreement;
  - iii. Failure to materially supply any portion of the Services herein at the time fixed for performance and in the manner specified herein;
  - iv. Failure to materially supply the Services with sufficient personnel and equipment or with sufficient material to ensure the supply of Services due to a reason or circumstances within Vendor's reasonable control;
  - v. Failure to promptly re-supply Services that were determined by the Board to be defective or failing to meet the scope of Services within a reasonable time;
  - vi. Discontinuance of the supply of the Services for reasons not beyond Vendor's reasonable control; or
  - vii. Failure to comply with any term of this Agreement, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this Agreement constituting an event of default.

**12. Remedies:** The occurrence of any Event of Default which Vendor fails to cure within fifteen (15) calendar days after receipt of notice given in accordance with the terms of this Agreement and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within fifteen (15) calendar days after notice, Vendor fails to commence and continue diligent efforts to cure in the sole opinion of the Board, may permit the Board to declare Vendor in default. Whether to declare Vendor in default is within the reasonable discretion of the Chief Purchasing Officer. Written notification of an intention of the Chief Purchasing Officer to terminate this Agreement, in whole or in part, shall be provided and shall be final and effective upon Vendor's receipt of such notice. Upon the giving of such notice as provided in this Agreement, the Board may invoke any or all of the following remedies:

- A. The right to terminate this Agreement, in whole or in part, as to any or all of the Services yet to be supplied effective at a time specified by the Board;
- B. The right to suspend the supply of Services during the fifteen (15) day cure period if the default results from Vendor's action or failure to act which affects the safety or welfare of students or Board staff;
- C. The right to specific performance, an injunction or any other appropriate equitable remedy;
- D. The right to receive from Vendor any and all direct damages incurred as a result or in consequence of an Event of Default;

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- E. The right to money damages;
- F. The right to withhold any payments outstanding and due that are in dispute, provide any undisputed compensation be paid to Vendor in accordance with this Agreement; and
- G. The right to use an Event of Default as a basis to deem Vendor non-responsible in future contracts to be awarded by the Board.

The Board may elect not to declare Vendor in default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Vendor to continue to supply the Services despite one or more Events of Default, Vendor shall in no way be relieved of any responsibilities, duties or obligations under this Agreement nor shall the Board waive or relinquish any of its rights under this Agreement, at law, equity or statute.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

13. **Early Termination, Suspension of Product Delivery:** The Board may terminate this Agreement in whole or in part, without cause upon thirty (30) days written notice.

After notice is received, Vendor must restrict its activities and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed.

Vendor must include in its contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the Board arising from termination of subcontracts after the early termination of this Agreement.

Vendor shall not be entitled to make any early termination claims against the Board resulting from any subcontractor's claims against Vendor or the Board to the extent inconsistent with this provision.

The Board may, upon fifteen (15) calendar day's written notice, request that Vendor suspend supplying Services in whole or part. Vendor shall promptly resume supplying Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon, in writing, by the Board and Vendor. Responsibility for any additional costs or expenses actually incurred by Vendor as a result of remobilization shall be determined by mutual agreement of the parties.

The Board shall ensure that all use of the Assessment System by its users (including Named Users) complies with the terms of this Agreement. Vendor reserves the right to suspend or terminate the use of the Assessment System or otherwise restrict access to the Assessment System if Vendor reasonably determines that there has been a violation of this Agreement that is unlawful or that conditions exist which are likely to cause loss or damage to Vendor or its customers, including any harm to Vendor's network or business.

14. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that Vendor may not assign this Agreement or any obligations imposed hereunder without the prior written consent of the Board.

This redacted Agreement will be posted on the CPS website.

**15. Confidential Information, FERPA, Dissemination of Information, Transmitting CI, Survival:**

- A. **Confidential Information:** In performance of this Agreement, Vendor may have access to or receive certain information that is not generally known to others ("**Confidential Information**"). Confidential Information shall include but may not be limited to: employee, volunteer, student, or teacher data including, but not limited to name, address, student identification number, social security number, phone number, email address, gender, date of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, ISAT scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household income or payroll information. Vendor shall not use or disclose any Confidential Information without the prior written consent of the Board. Vendor shall use at least the same standard of care in the protection of the Confidential Information of the Board as Vendor uses to protect its own confidential information, but in any event such Confidential Information shall be protected in at least a commercially reasonable manner. The Board acknowledges that all test items, underlying ideas, algorithms, item calibrations, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the Assessment System, including updates enhancements, modifications and improvements are confidential and proprietary to Vendor and contain trade secrets (collectively referred to as "**Vendor Confidential Information**"), and the Board will respect such confidentiality, shall use reasonable efforts to keep all such information confidential. To the extent permitted by law, the Board agrees not to use, disclose, or distribute any Vendor Confidential Information, directly or indirectly, to any third parties without the prior written consent of Vendor, except that the Board shall be authorized to disclose Vendor Confidential Information to the Board's employees, provided the Board informs its employees of the confidentiality obligations contained herein.
- B. **FERPA:** Vendor shall maintain student education records for and on behalf of the Board – in accordance with the Family Educational Rights and Privacy Act ("**FERPA**"), 20 U.S.C. § 1232g for the primary purpose of providing assessment and research services pursuant to this Agreement. Without prior written authorization from the Board, Vendor shall not put any Board Data into Vendor's Growth Research data base ("**GRD**"). The GRD is Vendor's research database of student assessment data from across the United States. The Board may, at its sole discretion, authorize NWEA to enter Board Data into the GRD, in which case the Board shall notify Vendor in writing, whereupon Vendor will load Board Data into the GRD within ten (10) business days of receipt of such notice, at no additional cost to the Board. If Authority is granted by the Board, Vendor may itself, through its own employees or contractors, use the student education records housed and maintained in the Growth Research Database to conduct longitudinal studies, alignment studies, linking studies, and norming studies for the benefit of the Board and for the collective benefit of other subscribers to Vendor's services. Vendor will protect personally identifiable information derived from student education records provided by the Board from further disclosure, and will maintain systemic firewalls to ensure that such personally identifiable information obtained from the Board is shared only with that Board, except pursuant to a disclosure authorized by the Board or for contemplated assessment and research activities authorized herein. Personally identifiable information derived from student education records provided to Vendor will be disclosed only to Vendor's employees or employees of contractors who have a legitimate educational interest in maintaining the data and are organizing or analyzing the data for uses authorized in this Agreement.
- C. **Dissemination of Information:** Except as set forth in this Agreement, Vendor shall not disseminate any Confidential Information to a third party without the prior written consent of the Board. Vendor shall not issue publicity news releases or grant press interviews related to this Agreement, except as may be required by law or with the prior written consent of the Board. If Vendor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any Confidential Information which may be in Vendor's possession, Vendor shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such

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process by any means available to it prior to submission of any documents to a court or other third party. Vendor shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Vendor shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Vendor under this Agreement.

**D. Transmitting and Storing Confidential Information:** Vendor shall:

- i. When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt;
- ii. Only mail Confidential Information on electronic media, such as CDs, DVDs, electronic tape, etc., if the Confidential Information is encrypted. Encryption must utilize the Advanced Encryption Standard ("AES") algorithm with a key of 256 bits or greater ("**Encrypt**"). The Confidential Information shall only be mailed in accordance with the provisions of Section i, above;
- iii. Encrypt all Confidential Information prior to transmitting it electronically. Vendor shall not transmit any unencrypted Confidential Information via email, blackberry, blackjack, instant messages or any other unencrypted protocols;
- iv. Not send any password or other information sufficient to allow decryption of Confidential Information with the Encrypted Confidential Information;
- v. Keep all physical copies (paper or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access. Vendor shall not leave Confidential Information unsecured and unattended at any time;
- vi. Encrypt any Confidential Information stored on electronic media, such as CDs, DVDs, , flash drives, etc. Further, such electronic media shall be kept locked, or otherwise have sufficient physical access control measures to prevent unauthorized access. Vendor shall not leave Confidential Information in any electronic format unsecured and unattended at any time;
- vii. Vendor shall password protect any laptop or computer that contains Confidential Information. Additionally, any laptop or computer that contains Confidential Information shall have its full hard drive Encrypted. Vendor shall not leave any laptop or computer unattended without enabling a screen-lock or otherwise blocking access to the laptop or computer. Vendor shall ensure that no password or other information sufficient to access a laptop or computer containing Hardware Confidential Information is attached or located near the laptop or computer at any time.

**E. Use of Confidential Information:** Vendor shall not use the Confidential Information for any purpose not specifically identified in Exhibit A, including, but not limited to any research project whether internal or external to Vendor, except as provided by this Agreement. Any use of the Confidential Information not specifically contemplated in this Agreement shall be considered a material breach of this Agreement.

**F. Third Party Confidential Information and Proprietary Information:** Except as provided in this Agreement, Vendor agrees not to utilize, analyze, reverse engineer, or otherwise exploit any third party Confidential Information or proprietary information in performing the Services

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regardless of where Vendor obtained the third party Confidential Information or proprietary information unless Vendor has previously secured the appropriate authorization in writing from such third party. In accordance with Section 15 and Section 18, Vendor hereby agrees to indemnify and hold harmless the Board against any and all claims related to third party Confidential Information and proprietary information in connection with or arising out of the acts or omissions of Vendor or its Staff under this Agreement.

- G. **Staff and Subcontractors:** Both parties agree to cause its personnel, staff and subcontractors, if any, to undertake the same obligations of confidentiality and ownership agreed to herein.
- H. **Freedom of Information Act:** Vendor acknowledges that this Agreement and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. If Vendor has identified specific information as trade secrets and commercial or financial information where disclosure may cause competitive harm and claims that such information falls within a FOIA exemption, the Board shall redact those portions of the Agreement and/or documents designated as trade secret or proprietary information. Vendor acknowledges that the redacted Agreement shall be posted on the Board's Internet website at [www.cps.edu](http://www.cps.edu). In accordance with Section 15 and subject to Section 18, Vendor agrees to indemnify and hold the Board harmless from and against any claims arising out of the Board redacting those portions of the Agreement designated as trade secret or proprietary information.
- I. **Survival:** The provisions of this Section 15 shall survive the termination or expiration of this Agreement.

**16. Representations and Warranties of Vendor:** Vendor represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement:

- A. **Compliance with Laws:** Vendor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, the Drug-Free Workplace Act, the Illinois Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Act and any others relating to non-discrimination. Further, Vendor is and shall remain in compliance with all Board policies and rules. Board policies and rules are available at <http://www.cps.edu/>;
- B. **Good Standing:** Vendor, each of its members, if a joint venture or limited liability company, and each of its subcontractors, if any, have not been deemed by the Board's Chief Purchasing Officer to be in default under any other agreement with the Board during the five (5) year period immediately preceding the effective date of this Agreement, and have not been debarred under the Board's Debarment Policy during the three (3) year period immediately preceding the effective date of this Agreement;
- C. **Authorization:** In the event Vendor is an entity other than a sole proprietorship, Vendor represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Vendor is duly authorized by Vendor and has been made with complete and full authority to commit Vendor to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Vendor;
- D. **Financially Solvent:** Vendor warrants that it is financially solvent, is able to pay all debts as they mature, and is possessed of sufficient working capital to supply all Services and perform all obligations under this Agreement;



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- E. **Gratuities:** No payment, gratuity, or offer of employment was made to or by Vendor, any of its members if a limited liability company or joint venture or, to the best of Vendor's knowledge, to any subcontractors, in relation to this Agreement or as an inducement for award of this Agreement. Vendor is and shall remain in compliance with all applicable anti-kickback laws and regulations;
- F. **Contractor's Disclosure Form:** The disclosures in the Contractor's Disclosure Form (or any ratification thereof) submitted by Vendor are true and correct. Vendor shall promptly notify the Board of any material change in the information set forth therein, including, but not limited to, change in ownership or control, and any such change shall be subject to Board approval, which shall not be unreasonably withheld;
- G. **Criminal History Records Check:** Vendor represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check conducted on all employees, agents, and subcontractors who will have contact with CPS students (collectively "Staff") in accordance with the *Illinois School Code (105 ILCS 5/34-18.5)*; the *Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/101 et seq.)*; and the *Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 et seq.)* ("Records Check"). It is understood and acknowledged that contact via text messages, live chats, emails or through any other means shall be considered "contact" for the purposes of this Section. A complete Records Check includes the following:
- i. Fingerprint-based checks through the Illinois State Police and the FBI;
  - ii. A check of the Illinois Sex Offender Registry; and
  - iii. A check of the Violent Offender Against Youth Database.

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of 105 ILCS 5/34-18.5 or any offenses enumerated under the *Sex Offender and Child Murderer Community Notification Law* or the *Murderer and Violent Offender Against Youth Registration Act*, or have been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of Illinois.

Vendor shall not allow any of its Staff to have contact with a CPS student until a Records Check has been conducted for that person and the results of the Records Check satisfy the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended. Within fifteen (15) business days before any Staff has contact with any CPS students and on or before the Agreement's anniversary date(s) during the Term and any Renewal Term, Vendor shall submit a written report to CPS's Chief Officer of Safety & Security and/or its Deputy Chief of Network Security ("CPS Safety Officer"). The report shall include at least the following information:

- 1) the specific method of completing the Records Check;
- 2) the names of each Staff member who satisfactorily passed the Records Check within the quarter before s/he has any contact with a CPS student; and
- 3) the procedure to update each Staff member's Records Check through the Term of the Agreement, including any Renewal Terms (intervals between each Staff member's updates shall not be less than annually).

On a quarterly basis thereafter, Vendor shall: i) periodically check the Illinois Violent Offender

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Against Youth Registry and the Illinois Sex Offender Registry for each Staff member who has contact with students and shall immediately remove any Staff member who may be identified on either registry; ii) provide a written report to CPS's Safety Officer listing the names of all new Staff members who have contact with CPS students and certifying that Records Checks were satisfactorily completed for those individuals before s/he had any contact with CPS students; and iii) provide any other information requested by the Board.

If Vendor fails to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in this Agreement, the Board may exercise additional remedies, including but not limited to: (i) withholding payments due under this Agreement and any others that Vendor may have with the Board; (ii) immediately terminating this Agreement, in whole or in part, without any further obligation by the Board of any kind; or (iii) seeking liquidated damages.

- H. **Research Activities and Data Requests:** Vendor acknowledges and agrees that in the event Vendor seeks to conduct research activities in any Board school or use Board student data for research purposes beyond the research studies provided herein in Section 15, Vendor shall comply with the Board's Research Study and Data Policy adopted on July 28, 2010, as may be amended from time to time. Vendor acknowledges and agrees that it may not begin research activities or obtain data for research purposes that are not described and permitted in Section [Insert Confidentiality Reference] without the prior written consent of the Chief Performance Officer or their designee;
- I. **Ethics:** No officer, agent or employee of the Board is or will be employed by Vendor or has or will have a financial interest, directly or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Code of Ethics Policy adopted May 25, 2011 (11-0525-PO2), as may be amended from time to time, which policy is incorporated herein by reference as if fully set forth herein;
- J. **Prohibited Acts:** Within the three (3) years prior to the effective date of this Agreement, Vendor or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code; and
- K. **Assignment of Warranties.** If applicable, Vendor has the right, title, and ability to assign and shall assign to the Board any third-party warranties concerning the Assessment System and Services provided under this Agreement from the Assessment System manufacturer to the Board.
- L. **Warranty of Title:** The Services are free and clear from all liens, contracts, chattel mortgages or other encumbrances; that Vendor has the lawful right to dispose of and sell the Services and that Vendor shall warrant and defend its title against all claims;
- M. **Documentation Warranty.** Vendor will make reasonable efforts to keep Documentation provided to the Board from Vendor concerning the Assessment System and Services current with the upgrades of the Assessment System and Services;
- N. **Business Requirements.** Vendor agrees to provide the Assessment System consistent with the Documentation and the requirements set forth in Vendor's proposal throughout the Term of this Agreement.

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- O. **Free of Defect Media.** The tapes, diskettes, and CD-Rom and other media on which the Assessment System are furnished shall be free from defects in materials and workmanship under normal use for 90 days from the date of delivery;
- P. **Free of Computer Viruses.** Vendor shall use commercially reasonable best efforts to ensure that the Assessment System is free of Computer Viruses. Vendor shall also maintain a master copy of the appropriate versions of the Assessment System, free of computer viruses;

All warranties will survive inspection, acceptance payment and expiration or termination of this Agreement. Nothing in the foregoing warranties will be construed to limit any other rights or remedies available to the Board under the law and the Agreement.

17. **Independent Contractor:** It is understood and agreed that the relationship of Vendor to the Board is and shall continue to be that of an independent contractor and neither Vendor nor any of Vendor's Staff shall be entitled to receive Board employee benefits. It is further understood and agreed that the Board shall not be responsible for, nor incur any liability for, any State or Federal withholding or other taxes or for FICA or State unemployment insurance for Vendor, its agents, employees or subcontractors, and the payment of any such taxes incurred or due by Vendor shall be the sole responsibility of Vendor. Vendor agrees that neither Vendor, nor its Staff shall represent themselves as employees or agents of the Board. Vendor shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including, but not limited to, a Social Security Number or a Federal Employer Identification Number.
18. **Indemnification:** Vendor agrees to indemnify and hold harmless the Board, its members, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including without limitation, costs and attorney fees, arising out of, or relating to, any and all third party claims, liens, damages, obligations, actions, suits, judgments, settlements or causes of action of every kind, nature and character, in connection with or arising out of Vendor's negligence or willful misconduct in the performance of this Agreement. Vendor's obligations under this paragraph will not apply to any infringement arising out of (i) any use or combination of the Assessment System with any other products, goods, services or other items furnished by anyone other than Vendor unless the use or combination has been approved in writing by Vendor for use with the Assessment System, (ii) any modification or change made by the Board and not authorized in writing by Vendor, (iii) the use of an infringing version of the Assessment System after Vendor has provided both written notification to the Board to cease use of the infringing version and the Vendor has made a comparable non-infringing version available to the Board, or (iv) any services provided or products developed to specifications which the Board has supplied or required of Vendor. In the event that Vendor reasonably believes that it will be required to discontinue use of the Assessment System or any portion thereof, Vendor will do one of the following, at its sole option: (a) Vendor will obtain for the Board the right to continue use of the Assessment System; (b) Vendor will modify the Assessment System to make it non-infringing; or (c) if Vendor is not reasonably able to accomplish the foregoing, Vendor may terminate the Board's right to use the infringing portions of the Assessment System and refund the Board any moneys paid to Vendor for such terminated portions of the Assessment System.

In addition, Vendor will indemnify, hold harmless, and defend the Board from any claim, demand, cause of action, debt or liability (including reasonable attorneys' fees and expenses) that the Services infringes, misappropriates, or otherwise violates any intellectual property (patent, copyright, trade secret or trademark) rights of a third party.

Vendor shall, at its own cost and expense, appear, defend and pay all attorney fees and other costs and expenses arising hereunder. In addition, if any final judgment shall be rendered against the Board in any such action, Vendor shall, at its own expense, satisfy and discharge such obligation of the Board. The Board shall have the right, at its own expense, to participate in the

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defense of any suit, without relieving Vendor of any of its obligations hereunder.

However, if Vendor, after receiving notice of any such proceeding, fails to promptly begin the defense of such claim or action, the Board may (without further notice to Vendor) retain counsel and undertake the defense, compromise or settlement of such claim or action at the expense of Vendor, subject to the right of Vendor to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by Vendor and Vendor shall be bound by, and shall pay the amount of any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while Vendor was conducting the defense.

The indemnities set forth herein shall survive the expiration or termination of this Agreement.

19. **Non-Liability of Board Officials:** Vendor agrees that no Board member, employee, agent, officer or official shall be personally charged by Vendor, its members if a joint venture or any subcontractors with any liability or expense under the Agreement or be held personally liable under the Agreement to Vendor, its members if a joint venture or any subcontractors.
20. **Board Not Subject to Taxes:** The federal excise tax does not apply to the Board by virtue of Exemption Certificate No. 36-600584, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109. The amounts to be paid to Vendor hereunder are inclusive of all other taxes that may be levied or based on this Agreement, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on the Services to be provided under this Agreement, but excluding taxes levied or imposed on the income or business privileges of Vendor. Vendor shall be responsible for any taxes levied or imposed upon the income or business privileges of Vendor.
21. **Insurance Requirements:** Vendor, at its own expense, shall procure and maintain insurance covering all operations under this Agreement, whether performed by Vendor or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service and policies shall not contain non-standard exclusions. Vendor shall submit to the Board satisfactory evidence of insurance coverage prior to the supply of any Services and upon request, shall promptly provide a certified copy of any applicable policy of insurance. Minimum insurance requirements are:
  - A. **Workers' Compensation and Employers' Liability Insurance:** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all Vendor's employees, with limits of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence. The workers' compensation policy shall contain a waiver of subrogation clause;
  - B. **Commercial General Liability Insurance (Primary and Umbrella):** Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability coverage. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion), and defense;
  - C. **Professional Errors and Omissions:** Proposer shall maintain such coverage with limits of not less than Two Million and 00/100 Dollars (\$2,000,000) per claim for errors and omissions in conjunction with professional services inclusive of assumption of contractual liability. The policy shall have a retroactive date effective with the commencement of professional services

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and have an extended reporting period of not less than two (2) years following completion of such professional service. Subcontractors performing work for the Vendor who do not render professional services are not required to provide this coverage;

- D. **Umbrella/Excess Liability Insurance:** Umbrella or Excess Liability Insurance with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence, which will provide additional limits for Commercial General Liability Insurance and Automobile Liability Insurance;
- E. **Automobile Liability Insurance:** Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with any Agreement, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage;
- F. **Cyber Liability:** If any Board of Education confidential financial, staff or student information is kept on laptop computers, Vendor shall carry coverage for damages arising from a failure of computer security, or wrongful release of private information including expenses for notification as required by local, state, or federal guidelines. Limit of liability should be at least Two Million and 00/100 Dollars (\$2,000,000.00) per claim and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Any retroactive date or prior acts exclusion must predate both the date of this Agreement and any earlier commencement of any services. If coverage is a "claims made basis", a two (2) to five (5) year extended reporting provision must be included. Cyber Liability coverage may be included in the technology errors and omissions.
- G. **Additional Insured:** Vendor shall have its Commercial General Liability Insurance and Automobile Liability Insurance policies endorsed to provide that the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board.

The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. The Certificate must provide sixty (60) days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management  
Board of Education of the City of Chicago  
42 West Madison Street, 2<sup>nd</sup> Floor  
Chicago IL 60602

The Board will not pay Vendor for any Services if satisfactory proof of insurance is not provided before the supply of any Services. The Board reserves the right to modify, delete, alter, or change insurance requirements at any time.

Vendor shall require any subcontractors under this Agreement to maintain insurance at the same levels described above and naming Vendor, the Board inclusive of its members, employees and agents, and any other entity designated by the Board as additional insureds. Vendor will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Vendor's obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by the Board that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. Vendor's failure to carry or document required insurance shall constitute a breach of Vendor's agreement with the Board. In the event Vendor fails to fulfill the insurance requirements of this Agreement, the Board retains the right to

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stop the supply of Services until proper evidence of insurance is provided, or the Board may terminate this Agreement.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Vendor. Any insurance or self-insurance programs maintained by the Board of Education do not contribute with insurance provided by Vendor under this Agreement.

Vendor agrees that insurers waive their rights of subrogation against the Board.

The coverages and limits furnished by Vendor in no way limit Vendor's liabilities and responsibilities specified within this Agreement or by law. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

- 22. Audit and Document Retention:** Vendor shall permit and cooperate in good faith, during normal business hours and days and with ten (10) business days advance written notice, in any audits by the Board, including its Department of Procurement and Contracts, or its agents for compliance by the Vendor with this Agreement. Vendor shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the progress, execution and costs of the Services, and compliance with applicable MBE/WBE requirements. Failure of the Vendor to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge the Vendor for the cost of such audit. Vendor shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Vendor's Services under this Agreement. All records referenced above shall be retained for five (5) years after the termination or expiration of this Agreement, including any renewals, and shall be subject to inspection and audit by the Board. Vendor shall require all of its subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit said records as set forth herein.
- 23. Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally, or (ii) sent by confirmed telex or facsimile (followed by the actual document), or (iii) one day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. Refusal to accept delivery has the same effect as receipt.

**IF TO THE BOARD:**

Chicago Public Schools  
Office of Assessment  
42 West Madison Street  
Chicago, IL 60603  
Attn: Kathryn Nestler

Copy to:

Ronald L. Marmer, General Counsel  
One North Dearborn, Suite 700  
Chicago, IL 60602  
Fax: (773) 553-1701

**IF TO VENDOR:**

Northwest Evaluation Association  
121 NW Everett Street  
Portland, Oregon 97214  
Attention: Jacob Carroll  
Fax: (503) 639-7873

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- 24. Right of Entry:** Vendor, and any of its Staff supplying Services shall be permitted to enter upon a school site in connection with the supply of the Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board. Vendor shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a school site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. Vendor shall use, and shall cause each of its Staff to use, the highest degree of care when entering upon any property owned by the Board in connection with the supply of the Services. In the case of any property owned by the Board, or property owned by and leased from the Board, Vendor shall comply and shall cause each of its Staff, to comply with any and all instructions and requirements of Board or authorized Board representative for the use of such property. Any and all claims, suits or judgments, costs, or expenses, including, but not limited to, reasonable attorneys fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Bid including without limitation the indemnification provisions contained in this Agreement.
- 25. Non-Discrimination:** It shall be an unlawful employment practice for Vendor or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status or national origin; or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status or national origin. At all times, Vendor shall remain in compliance with, but not limited to: the Civil Rights Act of 1964, 42 U.S.C.A. §2000a, *et seq.*, as amended; the Age Discrimination in Employment Act, 29 U.S.C.A. §621, *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. §701, *et seq.*; as amended; the Americans with Disabilities Act, 42 U.S.C.A. §12101, *et seq.*; the Individuals with Disabilities Education Act, 20 U.S.C.A. §1400 *et seq.*, as amended; the IL Human Rights Act, 775 ILCS 5/1-101, *et seq.* as amended; the IL School Code, 105 ILCS 5/1-1 *et seq.*; the IL Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*; and the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, and all other applicable federal statutes, regulations and other laws.
- 26. Entire Agreement and Amendment:** This Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Agreement, including, but not limited to Exhibit A, the Statement of Work and any Exhibits, Attachments, and/or Appendices incorporated into Exhibit A, the Statement of Work. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.
- 27. Governing Law:** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Vendor irrevocably submits itself to the original jurisdiction of either the federal district court or state courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Agreement. Vendor agrees that service of process on Vendor may be made, at the option of the Board, by either registered or certified mail to the address and to the person set forth on the Bid Execution Page, to such other address or person as may be designated by Vendor in writing, to the office actually maintained by Vendor or by personal delivery on any officer, director or managing or general agent of Vendor. If any action is brought by Vendor against the Board concerning this Agreement, the action shall only be brought in either the federal district court or state courts located within the County of Cook, State of Illinois.

This redacted Agreement will be posted on the CPS website.

28. **Continuing Obligation To Perform:** In the event of any dispute between Vendor and the Board, Vendor shall expeditiously and diligently proceed with the performance of all of its obligations under this Agreement with a reservation of all rights and remedies it may have under or pursuant to this Agreement at law or in equity.
29. **Conflict Of Interest:** This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one year period following expiration or other termination of their office.
30. **Indebtedness:** Vendor agrees to comply with the Board's Indebtedness Policy (96-0626-PO3) as may be amended from time to time, which is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.
31. **Inspector General:** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
32. **Waiver:** No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time and as often as may be deemed expedient.
33. **Survival Severability:** The parties agree that Sections 6(E), 12, 15, 18, 22, 27, 32, 36 shall survive the supply of Services by Vendor or the termination of this Agreement for any reason. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable or illegal, such provision will be severed; and the entire Agreement will not fail, but the balance of this Agreement will continue in full force and effect. In such event, the parties agree to negotiate in good faith a substitute enforceable and legal provision that most nearly effects the intent of the parties in entering into this Agreement.
34. **Joint and Several Liability:** If Vendor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof); then, and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Vendor shall be the joint and several obligation or undertaking of each such individual or other legal entity.
35. **Certification of Eligibility.** Vendor certifies that it is not barred from contracting with any unit of State or local government as a result of violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid rotating) [720 ILCS 5/33E]. Vendor further certifies that it, and each of its joint venture members if a joint venture, is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency and that in performing the Services for the Board it shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy (08-1217-PO1), as may be amended from time to time.
36. **Disclaimer.** EXCEPT AS SET FOR IN SECTION 9 OR SECTION 16 OF THIS AGREEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ASSESSMENT SYSTEM IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE ASSESSMENT SYSTEM WILL BE ERROR FREE. EXCEPT AS PROVIDED HEREIN, THE ENTIRE RISK AND LIABILITY ARISING OUT OF THE USE OF THE ASSESSMENT SYSTEM REMAINS WITH THE BOARD. THERE IS NO WARRANTY FOR PERFORMANCE ISSUES (a) CAUSED BY FACTORS OUTSIDE OF



This redacted Agreement will be posted on the CPS website.

VENDOR'S REASONABLE CONTROL; OR (b) THAT RESULTED FROM ANY ACTION OR INACTION OF THE BOARD; OR (c) RESULTING FROM SCHEDULED MAINTENANCE PERIODS.

37. **Limitation.** EXCEPT TO THE EXTENT THE FOLLOWING LIABILITY LIMITATION IS PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES OR EXPENSES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR PECUNIARY LOSS, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE ASSESSMENT SYSTEM, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR VENDOR'S OBLIGATIONS UNDER SECTION 15, CONFIDENTIALITY AND SECTION 18, INDEMNIFICATION AND LIABILITY ARISING FROM BODILY INJURY OF A PERSON VENDOR'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE COST TO THE BOARD FOR THE RIGHT TO USE THE ASSESSMENT SYSTEM IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY OR IF PRIOR TO THE TWELFTH MONTH OF THIS AGREEMENT THE GREATER OF THE AMOUNT ACTUALLY PAID BY THE BOARD TO USE THE ASSESSMENT SYSTEM TO DATE OR THE COST TO THE BOARD TO USE THE ASSESSMENTS SYSTEM AS STATED IN ATTACHMENT A TO STATEMENT OF WORK (EXHIBIT A).
38. **Force Majeure.** NWEA will not be deemed to be in default of the Agreement, nor will it be liable to CPS, for failure to perform any of its obligations under this contract for any period to the extent that such failure results from any event or circumstance beyond NWEA's reasonable control, including acts or omissions of CPS or its third parties, natural disasters, riots, war, civil disorder, court orders, acts or regulations of governmental bodies, strikes or other labor disputes or failures or fluctuations in electrical power, heat, light, air conditioning, telecommunications equipment or lines (including internet connectivity), or other equipment failure which it could not have prevented by reasonable precautions or could not have remedied by the exercise of reasonable efforts, provided that the exercise of such reasonable efforts will not require the incurrence of any additional cost or expense.
39. **Counterparts and Facsimiles.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

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This Agreement will be posted on the CPS Internet Website

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the latest Date below.

BOARD OF EDUCATION OF THE CITY  
OF CHICAGO

NORTHWEST EVALUATION  
ASSOCIATION

By: Frank M. Clark  
Frank M. Clark, President

By: [Signature]

Attest: [Signature] 12-14-2016  
Susan J. Narrajos, Assistant Secretary

Signature: GERI COHEN  
Title: SR. VP & CFO

Board Report No. 16-0526-PR5, ~~16-0224-AR353~~ Date: SEPTEMBER 20, 2016  
16-1126-AR5-23, 16-1207-AR 4-30

Approved as to legal form [Signature]

By: [Signature]  
Ronald L. Marmor, General Counsel

**Attachments:**

Exhibit A: Statement of Work

Attachment A: Pricing and Staffing Summary

Attachment B: Web-based MAP Technical Requirements

Attachment C: Accommodations

Appendix A: Deliverable Guidelines

Appendix B: Change Order Request

Exhibit B: Service Level Agreement

[Signature]  
Forrest Claypool,  
Chief Executive Officer

**\*. 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:

<b>BA#</b>	<b>BUDGET ACCOUNT NAME</b>	<b>GENERAL FUND ADJUSTMENT</b>	<b>HWY FUND ADJUSTMENT</b>
2673	Nevada Department of Education – Office of the Superintendent	\$29,897	
	<b>Total</b>	<b>\$29,897</b>	

**BRIAN SANDOVAL**  
*Governor*  
**STEVE CANAVERO, Ph.D.**  
*Superintendent of Public Instruction*

**STATE OF NEVADA**



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

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

July 7, 2017

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

Through: Katrina Nielsen  
Budget Analyst

From: Andrea McCalla   
Director of the Department Fiscal Support

Subject: Fiscal Year 2017 Salary Adjustment Funds

The Department of Education is requesting authorization in Budget Account 2673 Office of the Superintendent for \$29,897 from the 2017 Salary Adjustment Funds made available through Assembly Bill 489, Section 3, which authorized a 2% salary increase in FY 2017, and appropriated General Funds to the Board of Examiners (BoE) in Sections 4, 5, 6 and 7 to meet any deficiencies created between the appropriated money of the respective departments and the amount of money required to pay the salaries of the employees.

This request must be made because the authority for salary adjustment funds was not budgeted in individual budget accounts.

Thank you for your consideration.

2017	Days 2673 in FY	Friday Holidays	SALARIES					OTHER LEAVES			Total Salaries and Leaves	Total Forecast Pay
			5100	5610	5620	5630	5640	5650				
	Paydays		SALARIES	SICK LEAVES	ANNUAL LEAVES	HOLIDAY LEAVES	COMP TIME LEAVES	OTHER LEAVES	Expended	Forecast		
	7/1/2016		Expended 2,907.04		214.56				3,121.60	3,121.60		
	7/29/2016	11	30,591.03	500.90	4.95				31,096.88	31,096.88		
	8/12/2016	10	29,028.28	98.08	2,089.64				31,216.00	31,216.00		
	8/26/2016	10	30,123.83	390.47	701.70				31,216.00	31,216.00		
	9/9/2016	10	27,739.03	1,742.44	1,120.53				30,602.00	30,602.00		
	9/23/2016	10	29,270.91	715.41	1,375.40				31,361.72	31,361.72		
	10/7/2016	10	29,556.98	942.81	945.81				31,445.60	31,445.60		
	10/21/2016	10	29,192.08	654.48	884.32				30,730.88	30,730.88		
	11/4/2016	10	30,598.36	710.33	122.02			14.89	31,445.60	31,445.60		
	11/18/2016	10	29,203.61	711.84	1,547.27				31,462.72	31,462.72		
	12/2/2016	10	29,451.34	621.65	1,151.13		307.08		31,531.20	31,531.20		
	12/16/2016	10	29,318.37	1,683.64	343.66		185.53		31,531.20	31,531.20		
	12/30/2016	10	30,701.55	525.34	342.39				31,569.28	31,569.28		
	1/13/2017	10	24,954.24	448.08	6,224.08				31,626.40	31,626.40		
	1/27/2017	10	29,011.88	503.47	837.93			1,273.12	31,626.40	31,626.40		
	2/10/2017	10	30,418.91	1,134.81	72.68				31,626.40	31,626.40		
	2/24/2017	10	28,795.29	2,221.31	609.80				31,626.40	31,626.40		
	3/10/2017	10	28,787.64	237.15	2,601.61				31,626.40	31,626.40		
	3/24/2017	10	30,437.97	201.57	986.86				31,626.40	31,626.40		
	4/7/2017	10	29,156.52	1,432.58	1,037.30				31,626.40	31,626.40		
	4/21/2017	10	30,721.06	736.91	14.89		153.54		31,626.40	31,626.40		
	5/5/2017	10	28,814.46	2,811.94					31,626.40	31,626.40		
	5/19/2017	10	28,540.18	1,436.98	2,337.32				32,314.48	32,314.48		
	6/2/2017	10	27,788.90	1,011.53	3,521.17				32,321.60	32,321.60		
	6/16/2017	10	43,285.86	330.40	1,594.06				45,210.32	45,210.32		
	6/30/2017	10	30,181.57	505.64	847.43		267.12		31,801.76	31,801.76		
	7/14/2017	10								35,412.04		
	7/28/2017	0										
	12/31/2017		748,576.89	22,309.76	31,528.51		913.27	1,288.01	804,616.44	804,616.44		

If cells A39 and A40 are not equal, possibly missing GL code in row 1

1,122,665.26 Total Expended  
 1,122,665.26 Total Expended  
 51,253.91 Total Forecast

14,594,648.38  
 1,173,919.17 Total  
 1,112,436.00 Current Budget

29,897.00 General Fund Salary Adjustment  
 WP Amount WP Name

-	Work Programs In Progress
-	Work Programs In Progress
-	Work Programs In Progress
-	Work Programs In Progress
-	Work Programs In Progress

1,142,333.00 Revised Budget  
 (31,586.17) Under (Over) Budget  
 -2.77% Percent Under/Over Budget

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

**\*. 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:

<b>BA#</b>	<b>BUDGET ACCOUNT NAME</b>	<b>GENERAL FUND ADJUSTMENT</b>	<b>HWY FUND ADJUSTMENT</b>
4550	Nevada Department of Agriculture -- Veterinary Medical Services	6,836	
	<b>Total</b>	<b>\$6,836</b>	

*CW*  
*7-21-17*

WPC# 17SA4550

BRIAN SANDOVAL  
Governor

STATE OF NEVADA

JAMES R. BARBEE  
Director



Las Vegas Office:  
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4780 E. Idaho Street  
Elko NV 89801-4672  
(775) 738-8076  
Fax (775) 738-2639

**DEPARTMENT OF AGRICULTURE**

405 South 21<sup>st</sup> Street  
Sparks, Nevada 89431-5557  
Telephone (775) 353-3601 Fax (775) 353-3661  
Website: <http://www.agri.nv.gov>

July 18, 2017

**MEMORANDUM**

**TO:** Board of Examiners  
**FROM:** Doug Farris, Administrator, Division of Animal Industry, Dept of Agriculture  
**RE:** Request for FY17 Salary Adjustment Funds – Budget Account 4550

This memorandum will serve to request FY17 Salary Adjustment Funds for Budget Account 4550 – Veterinary Medical Services – in accordance with an authorized 2% salary increase in FY 2017 by Assembly Bill 489, Section 3. We are requesting a portion of the amount available to this agency, \$6,836..

Attached to this request are salary projections which support the amount being requested, Budget Account projections for the balance of the fiscal year for all categories supported by General Fund, and a position fund map. These projections do not include amounts for position reclassifications, overtime, callback, shift differential or accelerated hiring which qualifies Budget Account 4550 for this request. Additionally, Work Program 17SA4550 has been created to request the authority.

Thank you for your consideration.



# SFY 2017 BA 4550 Payroll Summary

PCN#	Pos Desc	Location	Leg. Approved Grade and Step	Current Grade and Step	Current Hrly Rate	Leg. Approved Salary	Leg. Approved Benefits	Leg. Approved Salary and Benefits	Actual YTD Salary and Benefits	Estimate Est. Salary and Benefits	Total Salary and Benefits	Difference (over)/under	Pct. Diff
000002	SPVR- ANIMAL DISEASE LAB***	Sparks	99-99	99-99	\$ 44.22	\$ 85,099.00	\$ 37,004.00	\$ 122,103.00	\$ 132,396.26	\$ -	\$ 132,396.26	\$ (10,293.26)	-8.43%
000004	MICROBIOLOGIST 3	Sparks	34-1	34-1	\$ 20.20	\$ 42,827.00	\$ 23,237.00	\$ 66,064.00	\$ 65,200.53	\$ -	\$ 65,200.53	\$ 863.47	0.71%
000005	MICROBIOLOGIST 4	Sparks	36-5	36-5	\$ 29.97	\$ 63,324.00	\$ 21,385.00	\$ 84,709.00	\$ 82,901.76	\$ -	\$ 82,901.76	\$ 1,807.24	1.49%
000010	STATE VETERINARIAN	Sparks	99-99	99-99	\$ 53.05	\$ 109,680.00	\$ 30,214.00	\$ 139,894.00	\$ 134,594.33	\$ -	\$ 134,594.33	\$ 5,299.67	4.34%
000011	VETERINARY DIAGNOSTICIAN***	Sparks	99-99	99-99	\$ 38.13	\$ 78,845.00	\$ 34,965.00	\$ 113,810.00	\$ 116,289.19	\$ -	\$ 116,289.19	\$ (2,479.19)	-2.03%
000012	ADMIN ASSISTANT 3	Sparks	27-1	27-1	\$ 16.47	\$ 35,834.00	\$ 16,091.00	\$ 51,925.00	\$ 52,843.50	\$ -	\$ 52,843.50	\$ (918.50)	-0.75%
000030	DIV ADMINR ANIMAL INDUSTRY	Sparks	99-99	99-99	\$ 41.38	\$ 87,773.00	\$ 26,026.00	\$ 113,799.00	\$ 115,554.24	\$ -	\$ 115,554.24	\$ (1,755.24)	-1.44%
000103	ADMIN ASSISTANT 2	Sparks	408-99	99-99	\$ -	\$ -	\$ -	\$ -	\$ 2,532.44	\$ -	\$ 2,532.44	\$ (2,532.44)	-2.07%
<b>Grand Total</b>						\$ 503,382.00	\$ 188,922.00	\$ 692,304.00	\$ 702,312.25	\$ -	\$ 702,312.25	\$ (10,008.25)	-
8													
<b>Seasonals</b>													
						\$ 17,163.00	\$ 18,125.14	\$ -	\$ 18,125.14	\$ -	\$ 18,125.14	\$ (962.14)	
<b>Seasonals Subtotal:</b>													
						\$ 17,163.00	\$ 18,125.14	\$ -	\$ 18,125.14	\$ -	\$ 18,125.14	\$ (962.14)	-5.61%
<b>Adjustments</b>													
<b>Personnel Subsidy</b>													
						\$ 101.00	\$ 101.00	\$ -	\$ 101.00	\$ -	\$ 101.00	\$ -	
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
						\$ 101.00	\$ 101.00	\$ -	\$ 101.00	\$ -	\$ 101.00	\$ -	
<b>Assessments</b>													
GL 5400		755.25				\$ 3,021.00	\$ 2,265.75	\$ 755.25	\$ 3,021.00	\$ -	\$ 3,021.00	\$ (3,021.00)	0.00%
GL 5700		176.25				\$ 705.00	\$ 528.75	\$ 176.25	\$ 705.00	\$ -	\$ 705.00	\$ (705.00)	0.00%
<b>Assessment Subtotal:</b>						\$ 3,726.00	\$ 2,794.50	\$ (931.50)	\$ 3,726.00	\$ -	\$ 3,726.00	\$ (3,726.00)	
<b>WP</b>													
<b>Totals:</b>													
DAWN						\$ 717,429.00	\$ 577,333.59	\$ 717,429.00	\$ 726,639.56	\$ -	\$ 724,264.39	\$ (6,835.39)	-0.95%
<b>Difference</b>						\$ -	\$ (3,306.88)	\$ -	\$ (3,306.88)	\$ -	\$ -	\$ (6,835.39)	
<b>Difference</b>						\$ -	\$ 3,326.18	\$ -	\$ 3,326.18	\$ -	\$ -	\$ (0.00)	
<b>Difference</b>						\$ -	\$ -19.49	\$ -	\$ -19.49	\$ -	\$ -	\$ -	
<b>Difference</b>						\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ -	\$ -	

JV corrections needed  
 PCN0103 correction needed (no PCN recorded and incorrect home org)

440	DEPARTMENT OF CORRECTIONS	3724 NDOC - NORTHERN NEVADA RESTITUTION CENTER	7,948	24,211
440	DEPARTMENT OF CORRECTIONS	3725 NDOC - THREE LAKES VALLEY CONSERVATION CAMP	14,640	45,680
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653	DPS-INVESTIGATION DIVISION	3743 DPS - DIVISION OF INVESTIGATIONS	39,157	119,738
654	DPS-EMERGENCY MANAGEMENT	3673 DPS - EMERGENCY MANAGEMENT DIVISION	1,723	5,316
654	DPS-EMERGENCY MANAGEMENT	3675 DPS - HOMELAND SECURITY	1,384	4,210
656	DPS-FIRE MARSHAL	3816 DPS - FIRE MARSHAL	3,041	9,340
659	DPS-CRIMINAL JUST ASSIST	4736 DPS - JUSTICE GRANT	355	1,069
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700	DCNR - CONSERVATION & NATURAL RESOURCES	4150 DCNR - ADMINISTRATION	3,750	11,430
701	DCNR - CONSERVATION DISTRICTS	4151 DCNR - CONSERVATION DISTRICTS PROGRAM	1,608	4,996
702	DEPARTMENT OF WILDLIFE	4465 WILDLIFE - FISHERIES MANAGEMENT	25,988	79,755
702	DEPARTMENT OF WILDLIFE	4466 WILDLIFE - DIVERSITY	13,333	40,399
704	DCNR - PARKS DIVISION	4162 DCNR - STATE PARKS	54,396	165,942
705	DCNR - DIVISION OF WATER RESOURCES	4171 DCNR - WATER RESOURCES	46,110	140,387
706	DCNR - FORESTRY DIVISION	4194 DCNR - FORESTRY - WILDLAND FIRE PROTECTION PRGM	8,129	24,982
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706	DCNR - FORESTRY DIVISION	4198 DCNR - FORESTRY CONSERVATION CAMPS	58,385	189,137
707	DCNR - STATE LANDS	4173 DCNR - STATE LANDS	12,995	39,648
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748	B&I - REAL ESTATE DIVISION	3823 B&I - REAL ESTATE ADMINISTRATION	6,149	18,779

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

Distribution of Salary Adjustments to Departments, Commissions and Agencies pursuant to Assembly Bill 489, Sections 3,4,5, 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:

<b>BA#</b>	<b>BUDGET ACCOUNT NAME</b>	<b>GENERAL FUND ADJUSTMENT</b>	<b>HWY FUND ADJUSTMENT</b>
3706	Department of Corrections – Prison Medical Care	\$194,000	
3738	Department of Corrections – Southern Desert Correctional Center	\$289,000	
3751	Department of Corrections – Ely State Prison	\$300,000	
3761	Department of Corrections – Florence McClure Women’s Correctional Center	\$151,000	
	<b>Total</b>	<b>\$934,000</b>	

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:** July 18, 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 August 2017 BOE - Fiscal Year 2017 BOE Salary Adjustment Funds

The Nevada Department of Corrections is projecting a remaining \$934,000 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 \$934,000 out of the money appropriated by this section required to pay the salaries for the employees of the department.

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, four 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 July 18, 2017 through Pay Period 01, which included salary expenditures through June 30, 2017 retrieved from DAWN.

Thank you

Salary Adjustment Request for August BOE

BA	CAT 01 Authority	Actuals as of 07/17/2017 (w/Group Ins. JV)	Retro Term Leave Payouts	Revised BOE Request	BOE Requested Funds (round to the nearest thousand)	BOE Salary Adjustment Funds Available
3706	\$ 27,084,699.00	\$ 27,270,919.11	\$ 6,843.83	\$ 193,063.94	\$ 194,000.00	\$ 781,257.00
3738	\$ 19,527,158.00	\$ 19,811,537.77	\$ 4,241.29	\$ 288,621.06	\$ 289,000.00	\$ 500,904.00
3751	\$ 23,128,057.00	\$ 23,415,647.89	\$ 12,199.32	\$ 299,790.21	\$ 300,000.00	\$ 636,538.00
3761	\$ 12,394,500.00	\$ 12,545,226.43	\$ -	\$ 150,726.43	\$ 151,000.00	\$ 289,394.00
				\$ 932,201.65	\$ 934,000.00	\$ 3,827,845.00

Department of Corrections

SFY17 Retroactive Terminal Leave Payouts to be Processed in PP02

PCN	Type	Hours	\$ Rate	\$ Amount
<b>B/A 3706</b>				
E615	UAAL	22.39	\$ 38.86	\$ 870.08
	UACT	8	\$ 38.86	\$ 310.88
E781	UAAL	34.48	\$ 16.81	\$ 579.61
J221	UAAL	17.46	\$ 59.40	\$ 1,037.12
H613	UAAL	86.24	\$ 34.09	\$ 2,939.92
1378	UAAL	40.49	\$ 27.12	\$ 1,098.09
	UACT	0.3	\$ 27.12	\$ 8.14
			<b>Total</b>	<b>\$ 6,843.83</b>
<b>B/A 3738</b>				
101	UAAL	147	\$ 21.82	\$ 3,207.54
740	UAAL	45.34	\$ 22.80	\$ 1,033.75
			<b>Total</b>	<b>\$ 4,241.29</b>
<b>B/A 3751</b>				
239	USPSL	256.29	\$ 32.42	\$ 8,308.92
	PSPSK	120	\$ 32.42	\$ 3,890.40
			<b>Total</b>	<b>\$ 12,199.32</b>
<b>B/A 3761</b>				
		0	\$	-

400	DHHS - HEALTH AND HUMAN SERVICES DIRECTOR'S OFFICE	3195	HHS-DO - GRANTS MANAGEMENT UNIT	1,210	3,689
400	DHHS - HEALTH AND HUMAN SERVICES DIRECTOR'S OFFICE	3204	HHS-DO - CONSUMER HEALTH ASSISTANCE	1,756	5,287
402	DHHS - AGING AND DISABILITY SERVICES DIVISION	3151	HHS-ADSD - FEDERAL PROGRAMS AND ADMINISTRATION	18,074	57,560
402	DHHS - AGING AND DISABILITY SERVICES DIVISION	3167	HHS-ADSD - RURAL REGIONAL CENTER	18,731	59,870
402	DHHS - AGING AND DISABILITY SERVICES DIVISION	3208	HHS-ADSD - EARLY INTERVENTION SERVICES	120,087	368,364
402	DHHS - AGING AND DISABILITY SERVICES DIVISION	3266	HHS-ADSD - HOME AND COMMUNITY BASED SERVICES	53,442	168,937
402	DHHS - AGING AND DISABILITY SERVICES DIVISION	3279	HHS-ADSD - DESERT REGIONAL CENTER	103,478	325,543
402	DHHS - AGING AND DISABILITY SERVICES DIVISION	3280	HHS-ADSD - SIERRA REGIONAL CENTER	32,286	99,211
403	DHHS - HEALTH CARE FINANCING & POLICY	3158	HHS-HCF&P - ADMINISTRATION	84,314	262,614
406	DHHS - PUBLIC AND BEHAVIORAL HEALTH	3161	HHS-DBPH - SO NV ADULT MENTAL HEALTH SERVICES	462,910	1,433,514
406	DHHS - PUBLIC AND BEHAVIORAL HEALTH	3162	HHS-DBPH - NO NV ADULT MENTAL HEALTH SVCS	150,284	456,806
406	DHHS - PUBLIC AND BEHAVIORAL HEALTH	3168	HHS-DBPH - BEHAVIORAL HEALTH ADMINISTRATION	11,244	34,513
406	DHHS - PUBLIC AND BEHAVIORAL HEALTH	3170	HHS-DBPH - BEHAVIORAL HEALTH PREV & TREATMENT	7,155	21,851
406	DHHS - PUBLIC AND BEHAVIORAL HEALTH	3215	HHS-DBPH - COMMUNICABLE DISEASES	1,055	3,225
406	DHHS - PUBLIC AND BEHAVIORAL HEALTH	3219	HHS-DBPH - BIostatISTICS AND EPIDEMIOLOGY	2,459	7,575
406	DHHS - PUBLIC AND BEHAVIORAL HEALTH	3222	HHS-DBPH - MATERNAL CHILD HEALTH SERVICES	3,837	12,360
406	DHHS - PUBLIC AND BEHAVIORAL HEALTH	3223	HHS-DBPH - OFFICE OF HEALTH ADMINISTRATION	31,883	97,871
406	DHHS - PUBLIC AND BEHAVIORAL HEALTH	3224	HHS-DBPH - COMMUNITY HEALTH SERVICES	6,724	20,453
406	DHHS - PUBLIC AND BEHAVIORAL HEALTH	3235	HHS-DBPH - EMERGENCY MEDICAL SERVICES	4,797	14,478
406	DHHS - PUBLIC AND BEHAVIORAL HEALTH	3645	HHS-DBPH - FACILITY FOR THE MENTAL OFFENDER	69,648	210,962
406	DHHS - PUBLIC AND BEHAVIORAL HEALTH	3648	HHS-DBPH - RURAL CLINICS	54,667	167,128
407	DHHS - WELFARE AND SUPPORTIVE SERVICES	3228	HHS-WELFARE - ADMINISTRATION	55,522	171,054
407	DHHS - WELFARE AND SUPPORTIVE SERVICES	3233	HHS-WELFARE - FIELD SERVICES	234,982	732,355
409	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	3143	HHS-DCFS - UNITY/SACWIS	16,117	49,970
409	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	3145	HHS-DCFS - CHILDREN, YOUTH & FAMILY ADMINISTRATION	44,250	135,096
409	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	3148	HHS-DCFS - JUVENILE CORRECTIONAL FACILITY	36,944	119,309
409	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	3179	HHS-DCFS - CALIENTE YOUTH CENTER	59,487	182,515
409	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	3229	HHS-DCFS - RURAL CHILD WELFARE	11,885	37,197
409	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	3259	HHS-DCFS - NEVADA YOUTH TRAINING CENTER	52,810	161,800
409	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	3263	HHS-DCFS - YOUTH PAROLE SERVICES	17,553	53,510
409	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	3281	HHS-DCFS - NORTHERN NV CHILD & ADOLESCENT SERVICES	22,479	69,156
409	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	3646	HHS-DCFS - SOUTHERN NV CHILD & ADOLESCENT SERVICES	63,754	195,827
431	ADJUTANT GENERAL & NATIONAL GUARD	3650	MILITARY	11,223	34,891
440	DEPARTMENT OF CORRECTIONS	3706	NDOC - PRISON MEDICAL CARE	260,872	781,257
440	DEPARTMENT OF CORRECTIONS	3710	NDOC - DIRECTOR'S OFFICE	133,605	408,648
440	DEPARTMENT OF CORRECTIONS	3711	NDOC - CORRECTIONAL PROGRAMS	68,501	212,163
440	DEPARTMENT OF CORRECTIONS	3715	NDOC - SOUTHERN NEVADA CORRECTIONAL CENTER	819	2,429
440	DEPARTMENT OF CORRECTIONS	3716	NDOC - WARM SPRINGS CORRECTIONAL CENTER	81,273	247,248
440	DEPARTMENT OF CORRECTIONS	3717	NDOC - NORTHERN NEVADA CORRECTIONAL CENTER	186,431	573,426
440	DEPARTMENT OF CORRECTIONS	3722	NDOC - STEWART CONSERVATION CAMP	10,506	31,959
440	DEPARTMENT OF CORRECTIONS	3723	NDOC - PIOCHE CONSERVATION CAMP	10,607	32,671



440	DEPARTMENT OF CORRECTIONS	3724 NDOC - NORTHERN NEVADA RESTITUTION CENTER	7,948	24,211
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Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

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

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

Date: June 26, 2017  
To: James R. Wells, Clerk of the Board  
Governor's Finance Office  
From: Melanie Young, 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.

**OFFICE OF THE ATTORNEY GENERAL**

Agenda Item Write-up:

The Office of the Attorney General submits the following Tort Claim request for approval pursuant to NRS 41.036:


Claimant:	Helen Romero, et al.
Claim No.:	TC 18107
Settlement Amount:	\$70,000
Date of Loss:	December 28, 2006

Additional Information:

A settlement agreement and release of all claims has been entered into the amount of \$70,000 for claimant Helen Romero, et al. Pursuant to State Administrative Manual 2905, the Board of Examiners has authorized the Office of the Attorney General to pay claims under \$100,000. However, pursuant to Section III, subsection 3 of the settlement agreement, the settlement is specifically requested to be placed on the August 8, 2017 Board of Examiners meeting agenda for review and approval by the Board.

Statutory Authority:

SAM 2905 and NRS 41.036

REVIEWED: 
ACTION ITEM: _____



ADAM PAUL LAXALT  
*Attorney General*



STATE OF NEVADA  
OFFICE OF THE ATTORNEY GENERAL  
100 North Carson Street  
Carson City, Nevada 89701

WESLEY K. DUNCAN  
*First Assistant Attorney General*

NICHOLAS A. TRUTANICH  
*Chief of Staff*

KETAN D. BHIRUD  
*General Counsel*

## MEMORANDUM

**To:** Melanie Young, Executive Branch Budget Officer  
**From:** Nancy Katafias, Tort Claims Manager  
**Subject:** BOE Agenda Submittal: TC 18107 Romero  
**Date:** June 23, 2017

---

Please place the following item on the August 8, 2017 Board of Examiner's agenda for approval. Upon approval, this item will be paid from Budget 1348, category 15.

The total settlement amount is \$70,000; however the date of loss on this claim is December 28, 2006. The BOE approval for a date of injury prior to October 2007 was \$50,000.

**Claimant:** Helen Romero et al  
**Claim No.:** TC 18107  
**Settlement Amount:** \$70,000.00

## TORT CLAIM RECOMMENDATION

DATE: June 20, 2017  
CLAIMANT: Helen Romero et al  
CLAIM NUMBER: TC18107  
DATE OF LOSS: December 28, 2006  
AGENCY: NDOC/ESP

### DISCUSSION

In the lawsuit filed initially in Federal Court in May 2008, the plaintiffs alleged that the NDOC was deliberately indifferent, had negligent training, supervision and retention policies and caused the wrongful death of inmate Anthony Beltran on December 28, 2006. The plaintiffs consist of the estate of Mr. Beltran and his 3 surviving children.

It was alleged that while incarcerated at Ely State Prison, Mr. Beltran was stabbed to death by an altered typewriter rod. Within the complaint, it was alleged that the NDOC was aware of the institutional behavior of the attacker and they placed Mr. Beltran in the same cell, knowing he would be harmed.

This case has included litigation at the 9<sup>th</sup> Circuit of Appeals as well as the District Court of Nevada and the Eighth Judicial District Court. The remaining claims were State Law claims and the case was being set for a jury trial in June 2017.

At a settlement conference held on June 5, 2017, the case was settled in its entirety with each side to bear its own fees and costs. Had a jury found for the plaintiff, it was felt the maximum liability of the 8 remaining causes was \$180,000. Settlement of this case for \$70,000 was a cost effective settlement. Bureau Chief Ann McDermott attended the settlement conference with settlement authority on behalf of the tort fund and agreed with this settlement amount.

Because the date of loss is December 28, 2006, the tort cap was \$50,000 and requires Board of Examiner approval. This case is being submitted to the August 8, 2017 BOE agenda for approval.

### RECOMMENDATION

It is recommended that the claim be paid in the amount of \$70,000.00

**RECOMMENDATION: PAY**

G/L 7357

Potter Law Offices and Helen Romero  
1125 Shadow Lane  
Las Vegas NV 89102

Romero pg 1/2

Approved:

Nancy Katarfias  
NANCY KATARFIAS, CLAIMS MANAGER

6/20/17  
DATE

K.D. Bhirud  
KETAN D. BHIRUD, GENERAL COUNSEL

6/22/17  
DATE

## **SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE**

THIS SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE (hereinafter referred to as the "Agreement") is made and entered into as of the date all parties have signed this Agreement, by and among the NEVADA DEPARTMENT OF CORRECTIONS ("NDOC"), on behalf of itself and all of its officers, directors, employees, former employees, agents, predecessors, divisions, correctional facilities, including but not limited to Ely State Prison, its successors, administrators, and assigns, including, but not limited to named Defendants Glen Whorton, EK McDaniel, Trent Howes, Theresa Landon, Michael Stolk, Robert Otero, Robert Chambliss, Mark Drain, and any other persons named in the Complaint who are or were NDOC employees (collectively referred to as "the NDOC"), and Helen Romero, as Special Administrator of the Estate of Anthony Beltran, and as Guardian Ad Litem for Anthony G. Beltran, Jr., Britnie Nicole Beltran, and Christian Leo Clifford Beltran, as heirs of the Estate. (Collectively, Romero and heirs may be referenced to as "The Estate."<sup>1</sup>) Plaintiff and Defendants may collectively be referred to as the "Parties" and may be referred to individually as a "Party."

### **I. RECITALS**

A. Glen Whorton, EK McDaniel, Trent Howes, Theresa Landon, Michael Stolk, Robert Otero, Robert Chambliss, Mark Drain are or were NDOC employees;

B. Anthony Beltran Jr., was an inmate incarcerated within the NDOC system, at Ely State Prison. Helen Romero appeared in this matter as Special Administrator of the Estate of Anthony Beltran. Additionally, Helen Romero appeared as Guardian Ad Litem for Anthony G. Beltran, Jr., Britnie Nicole Beltran, and Christian Leo Clifford Beltran. Anthony G. Beltran, Jr., Britnie Nicole Beltran, and Christian Leo Clifford Beltran appeared as heirs of the estate.

C. This Agreement addresses and resolves certain disputes arising from and relating to alleged constitutional violations and tort claims as described in Beltran's Civil Rights Complaint ("the Complaint"), styled as follows: **Romero, Helen, et al., vs. Nevada Department of**

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<sup>1</sup> Helen Romero will sign this document on behalf of the Estate, and represents that she has the authority to enter into this Settlement Agreement as Guardian ad Litem, for the heirs of the Estate, Anthony G. Beltran, Jr., Britnie Nicole Beltran, and Christian Leo Clifford Beltran.

**Corrections, et al, Case No. 07A546038, in the Eighth Judicial District Court of the State of Nevada, in and for Clark County, Nevada.**

These concerns regard an alleged Wrongful Death Claim, pled under NRS 41.085, and associated Vicarious Liability claims in regards to the death of Anthony Beltran that occurred while in custody of NDOC at Ely State Prison, and any other claims made in the Complaint and alleged in this litigation;

D. In reviewing the claims of the Complaint, the NDOC and all individually-named Defendants deny that the NDOC and its employees engaged in any culpable conduct and NDOC'S legal position remains the same; and

E. Without making any admission of liability on either part, and there being no prevailing party in this case, the NDOC and the Plaintiffs have reached a settlement ("Settlement") of their disputes and this litigation. This written Agreement memorializes the Settlement terms reached by and between the NDOC and the Estate

F. The Parties desire to fully and finally release and settle any claims or counterclaims, known or unknown, which were or could have been asserted in the lawsuit as well as any other existing or potential claims between them.

G. To settle their dispute and avoid costs and inconvenience of further litigation, the Parties participated in a private mediation before the Honorable Robert Rose (Retired). During the mediation, the parties negotiated a settlement of the action, the terms of which are set forth below.

## **II. SCOPE OF AGREEMENT**

A. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

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B. The scope of this Agreement covers ALL events of the disputes herein described, all persons described, and those events or occurrences complained of in the Complaint in the above-listed action, and all subsequent pleadings filed under the instant docket number;

C. The scope of this Agreement also covers all claims, known or unknown as of the date of this Settlement Agreement, regardless of the nature of those claims, and any disputes, causes of actions, and controversies arising from or relating to the above-listed action, which includes any claims arising from the United States Constitution, the Nevada Constitution, federal and state statutory and administrative law, the Nevada Revised Statutes, and/or common law;

D. Thus, the Estate forgoes any legal claims relating to the above-listed action, as against all named Defendants and potential Defendants, as they would relate to the allegations in the Complaint.

### III. AGREEMENT

In exchange for the Estate's release of the pending legal claims in the above-listed action against the NDOC and all named Defendants, the NDOC and the Estate hereby agree to finally settle all claims, disputes, and controversies, known or unknown, arising from and relating to the disputes in the above-listed action, pursuant to the following terms:

1. The NDOC agrees to pay (the "Payment") the Estate a total of Seventy Thousand and 00/100 US Dollars, (\$70,000.00), payable by check to "Potter Law Offices and Helen Romero" and delivered to the Attorneys of Record, the POTTER LAW FIRM, as full and complete settlement of Eighth Judicial District Court Case No. 07A546038.

2. This Agreement is contingent upon it being fully executed on or before June 22, 2017, for it is then to be submitted to the State of Nevada's Board of Examiners for approval. Provided the Agreement is fully executed on or before June 22, 2017, this Agreement shall be presented to the Board of Examiners with a request to be placed on the August 8, 2017, meeting

for approval. The Board of Examiners will review this Agreement. Upon the Agreement being approved by the Board of Examiners, the Payment shall be delivered to Plaintiffs' Counsel within ten (10) business days after Board of Examiner approval, and provided Plaintiff and Plaintiff's counsel have delivered completed vendor registration or Vendor Information Update and Tort Claim Supplement to Defendants Attorney.<sup>2</sup>

3. The Estate agrees to stipulate to dismiss with prejudice Romero, Helen, et al., vs. Nevada Department of Corrections, et al, Case No. 07A546038, in the Eighth Judicial District Court of the State of Nevada, in and for Clark County, Nevada in its entirety, which hereby completely releases and forever discharges the NDOC and its past, present, or future officers, directors, attorneys, employees, divisions, predecessors, and successors in interest, administrators and assigns and all other persons, with whom any of the former have been, are now or may hereafter be affiliated, of and from any and all liability, known or unknown, relating to the disputes in the above-listed action.

Upon this Agreement being approved by the Parties, the Payment shall be delivered to the Estate as referenced above in Section III, subsection 1, and the Waiver applied within thirty (30)calendar days after receipt by the Defendants' counsel of an executed Stipulation for Dismissal With Prejudice and entered by the Court,

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<sup>2</sup> In the event that the settlement is not signed by June 22, 2017, the Agreement will be placed on the August 8, 2017, meeting for approval.

The Estate acknowledges and agrees they have the sole responsibility for the payment of any taxes, interest, or penalties arising from the Payment. The Defendants make no representation as to the taxability of the Payment. The Estate agrees with respect to the Payment to indemnify and hold harmless the Defendants and all Releasees in the event the Internal Revenue Service or any other taxing authority assesses any taxes, excise taxes, penalties or interest against the Defendants or any Releasee as a result of the Payment.

4. The parties stipulate that the Defendants will provide the payment in exchange for dismissal with prejudice of this entire action. This agreement includes consent to the terms and conditions of this agreement, and subsequent entry by the Court of a Dismissal With Prejudice as to this entire action.

#### **IV. WAIVER OF FEES AND COSTS**

The NDOC and The Estate shall each bear their own attorneys' fees and costs arising from the litigation, including costs relating copying, legal supplies and postage.

#### **V. COMPROMISE, NO LIABILITY, AND ENFORCEMENT**

This Agreement is a complete compromise of matters involving disputed issues of law and facts relating to the allegations asserted in the Estate's Complaint, Case No. 07A546038. Consideration given by Defendants in exchange for Plaintiff's consideration of dismissal of the Estate's claims against Defendants asserted in the Complaint is not to be construed and shall never at any time for any purpose be considered an admission of liability on the part of any party. The Parties' sole remedy to enforce or interpret this Agreement, or to otherwise resolve any disputes that may arise from this Agreement, shall lie in an action for breach of contract commenced in a Nevada state district court applying Nevada law, in the venue where the inmate resided at the time the agreement is executed, seeking specific performance, costs and attorneys' fees, and expressly not money damages. Both parties understand that this provision acts as a forum



selection clause, and Nevada rules of contract will apply to the enforcement action. Where state law is to be applied, this Agreement, or the relevant portions thereof, shall be construed, interpreted, and enforced in accordance with the laws, rules of procedure, and/or common law of the State of Nevada.

Each Party to this Agreement agrees that they shall bear their own attorneys' fees and costs. If any Party breaches the terms of this Agreement, the Parties agree that the prevailing Party will be entitled to reasonable attorneys' fees and costs relating to that enforcement action.

#### **VI. WAIVER**

This is a full and final release applying to all known, unknown, anticipated, and unanticipated damages arising out of the aforesaid claims above identified in this Agreement. In consideration of the commitments made in this Agreement, Plaintiffs hereby irrevocably and unconditionally, knowingly, and voluntarily release, acquit, and forever discharge NDOC and Defendants from each and every cause of action or claim, liability, expense, fee and cost, including attorneys' fees and costs, which Plaintiffs ever had or now have, whether known or unknown, asserted or unasserted, which Plaintiffs have or may have against NDOC as of the date of execution of this Agreement, relating to or arising out of Plaintiffs' complaint.

#### **VII. BINDING EFFECT UPON SUCCESSORS IN INTEREST**

This Agreement shall be binding upon and accrue to the benefit of the NDOC and the Estate, and their respective successors and assigns.

#### **VIII. REPRESENTATION OF COMPREHENSION OF DOCUMENT**

Helen Romero, as representative of the Estate, and Guardian ad Litem for the heirs, Anthony G. Beltran, Jr., Britnie Nicole Beltran, and Christian Leo Clifford Beltran, warrants and represents that she is fully familiar with all the circumstances surrounding the incident(s) from which this Agreement arises; in executing this Agreement, the Estate relies wholly upon her own

judgment and that of their representative, Potter Law Firm. Helen Romero, warrants and represents she has not been influenced in making this Agreement by any representation or statement regarding any matters, made by any person, agent, employee or servant of NDOC, or any representatives of them, all of whom are hereby released. Helen Romero acknowledges this agreement is freely and voluntarily entered into and he is not under any type of duress.

#### **IX. CASE DISMISSAL AND PAYMENT**

The Estate agrees to execute a *Stipulation and Order to Dismiss* ("Stipulation for Dismissal"), dismissing all claims asserted in the above-listed action, understanding that the same is required to be filed with the court. Thus, counsel for the NDOC will prepare and circulate the Stipulation for Dismissal to POTTER LAW FIRM for signature and review by Counsel and Romero. Helen Romero, as Special Administrator of the Estate of Anthony Beltran and in her capacity as Guardian ad Litem for the heirs of the Estate, Anthony G. Beltran, Jr., Britnie Nicole Beltran, and Christian Leo Clifford Beltran, will sign the Settlement Agreement. Plaintiff's representatives, the POTTER LAW FIRM will review and sign both the Stipulation for Dismissal and the Settlement Agreement within two (2) weeks of receipt and return to the NDOC (the Attorney General).

Upon receipt of the signed Stipulation for Dismissal and Agreement from the Estate, counsel for the Defendants will forward same to an appropriate NDOC representative for countersignature. Upon countersigning, counsel for Defendants will file the Stipulation for Dismissal after approval of the Settlement Agreement by the Nevada Board of Examiners and will direct that the sum(s) to be forwarded to POTTER LAW FIRM within ten business days of the Board of Examiner approval. The Stipulation to Dismiss will be submitted to the Court contemporaneously.

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In the event the funds are not deposited within ten business days of Board of Examiner approval days, the Estate agrees to notify counsel for the NDOC and give Defendants an informal opportunity to address any concerns.

**X. COMPLETENESS OF DOCUMENT**

This Agreement contains the entire understanding between the parties with respect to the matters set forth herein, and there are no representations, warranties, agreements, arrangements, or undertakings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

**XI. COUNTERPARTS**

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original.

**XII. HOLD HARMLESS**

The Estate agrees to hold NDOC and its agents and employees harmless from any action, which may result from the implementation of this Agreement.

**XIV. MITIGATING FACTORS**

This Agreement is based upon the unique circumstances and mitigating factors relating to this matter and shall not be considered in any legal or administrative proceeding involving any other person for any purpose whatsoever.

**XV. MISCELLANEOUS**

1. The terms of this Agreement are contractual and not mere recitals. The terms of this Agreement shall be binding on all parties and/or their authorized representative's signatures hereto shall constitute acceptance of the terms herein.
2. This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada and shall be interpreted as if drafted by both parties.

**XVI. SEVERABILITY**

The NDOC and the Estate agree that, in the event that any portion ("Offending Portion(s)") of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, then those Offending Portions shall be severed from this Agreement, as if they were never incorporated into this Agreement. The NDOC and the Estate further agree that if any Offending Portions are so severed from this Agreement, then the remainder of the Agreement shall, nevertheless, survive and remain fully intact, valid, and enforceable.

BY SIGNING BELOW, PLAINTIFFS REPRESENT THAT THEY HAVE COMPLETELY AND CAREFULLY READ THE TERMS OF THIS AGREEMENT. PLAINTIFFS ACKNOWLEDGE THAT THE TERMS OF THIS AGREEMENT ARE WRITTEN IN A MANNER DESIGNED TO BE UNDERSTOOD BY THEM, AND THAT PLAINTIFFS HAVE HAD THE OPPORTUNITY TO REVIEW THEM WITH COUNSEL OF THEIR CHOOSING AND FULLY UNDERSTAND THEM AND VOLUNTARILY ACCEPT THEM FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE, ADJUSTMENT AND SETTLEMENT OF ALL CLAIMS, DISPUTED OR OTHERWISE, KNOWN OR UNKNOWN, WHICH HE HAS OR MAY HAVE AGAINST RELEASEES, AS DESCRIBED MORE FULLY ABOVE.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Helen Romero, as Special Administrator of the  
Estate of Anthony Beltran, deceased, and as  
Guardian ad Litem for the heirs of the Estate,  
Anthony G. Beltran, Jr., Britnie Nicole Beltran, and  
Christian Leo Clifford Beltran

APPROVED AS TO FORM:  
POTTER LAW OFFICES

\_\_\_\_\_  
Cal J. Potter III, Esq.  
CJ Potter IV, Esq.  
Counsel for Plaintiffs

DATED: 6/19/17

THE NEVADA DEPARTMENT OF  
CORRECTIONS

By:   
\_\_\_\_\_  
Deputy Director of Support Services  
JOHN BORROWMAN

6/19/17

**XV. MISCELLANEOUS**

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Dated: *June 19, 2017* 

Helan Romero, as Special Administrator of the Estate of Anthony Beltran, deceased, and as Guardian ad Litem for the heirs of the Estate, Anthony G. Beltran, Jr., Britnie Nicole Beltran, and Christian Leo Clifford Beltran

APPROVED AS TO FORM:  
POTTER LAW OFFICES



Cal J. Potter III, Esq.  
CJ Potter IV, Esq.  
Counsel for Plaintiffs

DATED:  
OF

\_\_\_\_\_

THE NEVADA DEPARTMENT  
CORRECTIONS

By:

Deputy Director

# LEASES SUMMARY

BOE #	LESSEE	LESSOR	AMOUNT
1.	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES – STATE HISTORIC PRESERVATION OFFICE	BOWERS FAMILY INVESTMENTS, LLC	\$9,640
	<b>Lease Description:</b> This is a lease renewal to extend the existing lease. <b>Term of Lease:</b> 09/01/2017 – 08/31/2020 <b>Located in Carson City</b>		
2.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF CHILD AND FAMILY SERVICES	CLARK COUNTY REAL PROPERTY MANAGEMENT	\$319,438
	<b>Lease Description:</b> This is a sublease between Clark County and Division of Child and Family Services to give better client access. <b>Term of Lease:</b> 07/01/2016 – 06/30/2021 <b>Located in Henderson</b>		
3.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – HEALTH CARE FINANCING AND POLICY	VALLEY VIEW 4, LLC	\$1,558,934
	<b>Lease Description:</b> This is a lease renewal to extend the existing lease. <b>Term of Lease:</b> 12/01/2017 – 11/30/2022 <b>Located in Las Vegas</b>		
4.	DEPARTMENT OF PUBLIC SAFETY – NEVADA HIGHWAY PATROL	LANDER COUNTY	\$9,000
	<b>Lease Description:</b> This is a relocation lease, per the request of the agency to move to the Lander County Courthouse. The lease includes office furniture and the construction of a new wall. <b>Term of Lease:</b> 09/01/2017 – 08/31/2019 <b>Located in Battle Mountain</b>		
5.	DEPARTMENT OF PUBLIC SAFETY – NEVADA HIGHWAY PATROL	APEX COMMERCIAL PROPERTIES, INC.	\$60,441
	<b>Lease Description:</b> This is a relocation lease due to flooded and sustained damage to the current location, which is an NDOT trailer. <b>Term of Lease:</b> 09/01/2017 – 08/31/2022 <b>Located in Mesquite</b>		
6.	NEVADA DEPARTMENT OF WILDLIFE	ECD, LLC DBA KENNY SUNSET, LLC	\$36,497
	<b>Lease Description:</b> This is a lease renewal to extend the existing lease. <b>Term of Lease:</b> 10/01/2017 – 09/30/2019 <b>Located in Tonopah</b>		

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> 7/5/17
Reviewed by:	<i>[Signature]</i> 7/10/17
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Department of Conservation & Natural Resources  
 State Historic Preservation Office  
 901 South Stewart Street, Suite 5004  
 Carson City, Nevada 89701  
 Celeste Arnold  
 Phone: (775) 684-3446 Fax: (775) 684-3442 Email: cdarnold@shpo.nv.gov

Remarks: This full service lease replaces the Month to Month lease that is currently in place.

Exceptions/Special notes: One (1) day a week janitorial services.

2. Name of Lessor: Bowers Family Investments, LLC

3. Address of Lessor:

4. Property contact: Carson Properties, Inc.  
 187 Sonoma Street  
 Carson City, Nevada 89701  
 Terry Yeager  
 Phone: (775) 882-3211 Fax: (775) 882-7553 Email: terryeager@carsoncommercial.com

5. Address of Lease property: 675 Fairview Drive, Suite 225  
 Carson City, Nevada 89701

a. Square Footage:  Rentable  Usable 218.5

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
\$262.50	12	\$3,150.00	September 1, 2017 - August 31, 2018	\$1.20
3% \$270.38	12	\$3,244.56	September 1, 2018 - August 31, 2019	\$1.24
0% \$270.38	12	\$3,244.56	September 1, 2019 - August 31, 2020	\$1.24

Increase %

c. Total Lease Consideration: 36 \$9,639.12

d. Option to renew:  Yes  No 90 Renewal terms: One Identical Term

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

f. Term: Three (3) years

g. Pass-thrus/CAM/Taxes  Landlord  Tenant

h. Utilities:  Landlord  Tenant

i. Janitorial:  Landlord  Tenant  3 day  5 day  Rural 3 day  Rural 5 day  Other (see 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: 4205

6. Purpose of the lease: To house the State Historical Preservation Office Federal Files

7. This lease constitutes:

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

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

RECEIVED

JUL 03 2017

GOVERNOR'S FINANCE OFFICE  
 BUDGET DIVISION



**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.**

Yes  No  Dec Unit \_\_\_\_\_

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

\_\_\_\_\_  
Authorized Agency Signature 6/27/17  
Date

For Public Works Information:

**8. State of Nevada Business License Information:**

a. Nevada Business ID Number:	<u>NV20091559201</u>	Exp:	<u>11/30/2017</u>	1
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	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>T29023142</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 6-30-17  
Public Works Division Date

*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>NR</i> 6/16/17
Reviewed by:	
Reviewed by:	

*ML  
6/16/17*

**STATEWIDE SUBLEASE INFORMATION**

1. Agency: Department of Health and Human Services  
 Division of Child and Family Services  
 4126 Technology Way, 3rd Floor  
 Carson City, Nevada 89706  
 Sharon Knigge  
 775.684.7952 Fax: 775.684.4455 sharon.knigge@dchfs.nv.gov

Remarks: This is a sublease between the State of Nevada Department of Health and Human Services, Southern Nevada Child and Adolescent Services and Clark County. The rent rate is based off of Clark County's master lease. This sublease provides clients with access to both State and County social services at one location.

Exceptions/Special notes: **This sublease is retroactive to July 1, 2016**

2. Name of Landlord (Lessor): Clark County Real Property Management

3. Address of Landlord: 500 South Grand Central Parkway, 4th Floor  
 Las Vegas, Nevada 89155

**RECEIVED**

4. Property contact: Bob Tomiyasu  
 702.455.0110 Robert.Tomiyasu@clarkcountynv.gov

JUN 14 2017

5. Address of Lease property: 522 East Lake Mead Boulevard  
 Henderson, Nevada 89015

GOVERNOR'S FINANCE OFFICE  
 BUDGET DIVISION

a. Square Footage:  Rentable  Usable 2,567

b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$5,031.32	12	\$60,375.84	July 1, 2016 - June 30, 2017	\$1.96
3%	\$5,185.34	12	\$62,224.08	July 1, 2017 - June 30, 2018	\$2.02
2%	\$5,313.69	12	\$63,764.28	July 1, 2018 - June 30, 2019	\$2.07
3%	\$5,467.71	12	\$65,612.52	July 1, 2019 - June 30, 2020	\$2.13
3%	\$5,621.73	12	\$67,460.76	July 1, 2020 - June 30, 2021	\$2.19

c. Total Lease Consideration: 60 \$319,437.48

d. Option to renew:  Yes  No Renewal terms: None

e. Holdover notice: # of Days required Holdover terms: None

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: \$2.05 - \$2.60 Las Vegas / Henderson Area

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

m. Lease will be paid for by Agency Budget Account Number: 3646

6. Purpose of the lease: To house the Southern Nevada Child and Adolescent 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**

  
Authorized Agency Signature                      6/12/17  
Date


For Public Works Information:

**8. State of Nevada Business License Information:**

a. Nevada Business ID Number:	<u>NV20091065777</u>	Exp:	<u>6/30/2017</u>	12
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	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>T81026920</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                      6.15.17  
Date  
Public Works Division

//  
For Board of Examiners       YES       NO

BRIAN SANDOVAL  
Governor



RICHARD WHITLEY, MS  
Director

KELLY WOOLDRIDGE  
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF CHILD AND FAMILY SERVICES  
4126 TECHNOLOGY WAY, SUITE 300  
CARSON CITY, NV 89706  
Telephone (775) 684-4400 • Fax (775) 684-4455  
dcfs.nv.gov

To: Debi Reynolds, Executive Branch Budget Officer  
Prepared By: Rick Rassier, Administrative Services Officer III  
Re: Retroactive Lease Agreement Request  
Date: July 27, 2017

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This is a request to retroactively approve a lease agreement with Clark County for the space located at 522 East Lake Mead Parkway, Suite 5 Henderson Nevada 89015. This leased space is for a neighborhood family service center for outpatient children's mental health services, which has been located at this site since July 13, 2004.

Unfortunately, due to deadlines with Clark County Board meetings, the agency was unable to process an amendment to extend the prior lease agreement before its expiration date. After the Clark County Board processed the interlocal agreement, it was discovered that these types of agreements should now be processed through Leasing Services. This change in practice further delayed the processing time of this lease agreement.

In the future, fiscal staff will take steps to ensure that all agreements are processed in a timely matter with consideration given to both parties' internal deadlines. Also, fiscal staff is now aware that agreements with Clark County will go through Leasing Services.

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
Reviewed by:	
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Department of Health and Human Services  
 Division of Health Care Financing and Policy  
 1100 East Williams Street, Suite 108  
 Carson City, Nevada 89701  
 Ambra Reed  
 Phone: (775) 684-3699 Fax: (775) 684-3643 Email: ambra.reed@dncfp.nv.gov

Remarks: This lease is a renewal of an existing lease, with only a 3.64% increase over the five (5) year term.

Exceptions/Special notes:

2. Name of Lessor: Valley View 4, LLC

3. Address of Lessor: 4343 Market Street  
 Riverside, California 92501

4. Property contact: Gatski Commercial Real Estate Services  
 4755 Dean Martin Drive  
 Las Vegas, Nevada 89103  
 Laramie Bracken  
 Office: (702) 221-8226 Cell: (702) 525-6217 Email: laramie@gatskicommercial.com

5. Address of Lease property: 1210 South Valley View, Suite 104  
 Las Vegas, Nevada 89102

a. Square Footage:  Rentable  
 Usable 13,126

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$25,070.66	12	\$300,847.92	December 1, 2017 - November 30, 2018	\$1.91
3% \$25,822.78	12	\$309,873.36	December 1, 2018 - November 30, 2019	\$1.97
0% \$25,822.78	12	\$309,873.36	December 1, 2019 - November 30, 2020	\$1.97
3% \$26,597.47	12	\$319,169.64	December 1, 2020 - November 30, 2021	\$2.03
0% \$26,597.47	12	\$319,169.64	December 1, 2021 - November 30, 2022	\$2.03

Increase %

c. Total Lease Consideration: 60 \$1,558,933.92

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: \$2.05 - \$2.60 - Las Vegas / Henderson Area

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

m. Lease will be paid for by Agency Budget Account Number: 3158

6. Purpose of the lease: To house the Division of Health Care Financing and Policy

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

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 BUDGET DIVISION

**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.**

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

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

Marta Jensen 4/20/17  
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20141704703</u>	Exp:	<u>11/30/2017</u>	60
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	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>T27029722</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] 6-26-17  
Authorized Signature Date  
Public Works Division

W bm  
For Board of Examiners  YES  NO

For Budget Division Use Only	
Reviewed by: <i>SR</i>	7-10-17
Reviewed by: <i>SN</i>	7-12-17
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

1. Agency: Department of Public Safety, Nevada Highway Patrol  
555 Wright Way  
Carson City, Nevada 89711  
Melissa Carr 775-684-4593 Fax: 775-684-4809 mcarr@dps.state.nv.us

Remarks: This relocation lease was negotiated at the request of the agency to move to the Lander County Courthouse. The lease includes office furniture and the construction of a new wall.

Exceptions/Special notes: This lease created a savings of \$8,304.00 for the two (2) year term.

2. Name of Lessor: Lander County

3. Address of Lessor: 50 State Route 305  
Battle Mountain, Nevada 89820  
Mailing Address: P.O. Box 187, Battle Mountain, Nevada 89820

4. Property contact: Hy Forgeron, District Attorney  
775-635-5195 Fax: 775-635-8209 chiefdeputyda@landercountynv.org

5. Address of Lease property: 50 State Route 305, Suites 207 and 208  
Battle Mountain, Nevada 89820

a. Square Footage:  Rentable  
 Usable 400 300 square feet of office space and 100 square feet of storage space

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$375.00	12	\$4,500.00	September 1, 2017 - August 31, 2018	\$0.94
\$375.00	12	\$4,500.00	September 1, 2018 - August 31, 2019	\$0.94

Increase % 0%

c. Total Lease Consideration: 24 \$9,000.00

d. Option to renew:  Yes  No 90 Renewal terms: One Identical Term

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

f. Term: Two (2) 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: 4713

6. Purpose of the lease: To house the Nevada Highway Patrol

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

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a. Estimated Moving Expenses: TBD      Furnishings: TBD      Data/Phones: TBD







For Budget Division Use Only	
Reviewed by: <i>SR</i>	7-10-17
Reviewed by: <i>PN</i>	7-12-17
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

1. Agency: Department of Public Safety  
Nevada Highway Patrol  
555 Wright Way  
Carson City, Nevada 89711  
Melissa Carr 775-684-4593 Fax: 775-684-4809 mcarr@dps.state.nv.us

Remarks: Leasing Services negotiated this lease for five years with no rate increase.

Exceptions/Special notes: The current location is a NDOT trailer that was flooded and substained damage.

2. Name of Lessor: Apex Commercial Properties, Inc.

3. Address of Lessor: 112 North Curry Street  
Carson City, Nevada 89703

4. Property contact: Douglas Reath  
Premier Properties of Mesquite NV, LLC  
702-860-2316 Office: 702-345-3000 Fax: 702-345-3100 douglas\_reath@yahoo.com

5. Address of Lease property: 350 Falcon Ridge Parkway, Building 300, Unit 303  
Mesquite, Nevada 84027

a. Square Footage:  Rentable  Usable 1,319

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Appoximate cost per square foot
\$1,007.35	12	\$12,088.20	September 1, 2017 - August 31, 2018	\$0.76
0% \$1,007.35	12	\$12,088.20	September 1, 2018 - August 31, 2019	\$0.76
0% \$1,007.35	12	\$12,088.20	September 1, 2019 - August 31, 2020	\$0.76
0% \$1,007.35	12	\$12,088.20	September 1, 2020 - August 31, 2021	\$0.76
0% \$1,007.35	12	\$12,088.20	September 1, 2021 - August 31, 2022	\$0.76

Increase %

c. Total Lease Consideration: 60 \$60,441.00

d. Option to renew:  Yes  No 90 Renewal terms: One Identical Term

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

f. Term: Five (5) Years

g. Pass-thrus/CAM/Taxes  Landlord  Tenant

h. Utilities:  Landlord  Tenant

i. Janitorial:  Landlord  Tenant  3 day  5 day  Rural 3 day  Rural 5 day  Other (see 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: 4713

6. Purpose of the lease: To house the Nevada Highway Patrol

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: TBD Furnishings: TBD Data/Phones: TBD

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GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.**

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

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

ADP D 7/3/17  
Authorized Agency Signature Date

For Public Works Information:

**8. State of Nevada Business License Information:**

a. Nevada Business ID Number:	<u>NV20041529043</u>	Exp:	<u>7/31/2018</u>	7
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 checked="" 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>T27041571</u>			

**9. Compliance with NRS 331.110, Section 1, Paragraph 2:**

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

[Signature] 7.3.17  
Authorized Signature Date  
Public Works Division

BN<sup>cb</sup> For Board of Examiners  YES  NO

For Budget Division Use Only	
Reviewed by: <i>C. Palmer</i>	7/12/17
Reviewed by: <i>[Signature]</i>	<i>[Signature]</i>
Reviewed by: <i>[Signature]</i>	<i>[Signature]</i>

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**

1. Agency: Nevada Department of Wildlife  
6980 Sierra Center Parkway  
Reno, Nevada 89511  
Deanne Wendell  
Phone: (775) 688-1526 Fax: (775) 688-1577 Email: dwendell@ndow.org

Remarks: Leasing Services negotiated this lease for an additional two (2) years.

Exceptions/Special notes: This Contractor is doing business as Kenny Sunset, LLC

2. Name of Lessor: ECD, LLC dba Kenny Sunset, LLC

3. Address of Lessor: PO Box 1000  
Genoa, Nevada 89411

4. Property contact: Kenny Fuller  
Phone: (714) 742-4461 Email: fullken@aol.com

5. Address of Lease property: 400 Howerton Hill Drive, Suite D  
Tonopah, Nevada 89049

a. Square Footage:  Rentable  
 Usable 1,359

b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$1,498.21	12	\$17,978.52	October 1, 2017 - September 30, 2018	\$1.10
3%	\$1,543.16	12	\$18,517.92	October 1, 2018 - September 30, 2019	\$1.14

c. Total Lease Consideration: 24 \$36,496.44

d. Option to renew:  Yes  No Renewal terms:

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

f. Term: Two (2) 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

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: 4461

6. Purpose of the lease: To house the Department of Wildlife

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

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GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.**

Yes  No  Dec Unit Base

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

[Signature] 7/5/17  
Authorized Agency Signature Date

For Public Works Information:

**8. State of Nevada Business License Information:**

a. Nevada Business ID Number:	<u>NV20131415626</u>	Exp:	<u>7/31/2018</u>	4
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	<input type="checkbox"/> YES			<input checked="" type="checkbox"/> NO
d. Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	<input type="checkbox"/> YES			<input checked="" type="checkbox"/> NO
e. Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	<u>T29039247</u>			

**9. Compliance with NRS 331.110, Section 1, Paragraph 2:**

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

[Signature] 7.7.17  
Authorized Signature Date  
Public Works Division

[Signature] bm  
For Board of Examiners  YES  NO

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	014	GOVERNOR'S OFFICE - OFFICE OF SCIENCE, INNOVATION AND TECHNOLOGY	CONNECT NEVADA, LLC	GENERAL	\$86,787	Exempt
	Contract Description:	This is the second amendment to the original contract which provides an annual update to the Nevada broadband map to refresh last mile broadband availability. Develop a middle mile broadband infrastructure map so the state can understand current capacity for transporting broadband service to rural communities, and what opportunities may exist to help close broadband availability gaps and speed deficiencies. Contractor will provide staffing, to support the coordination across state agencies, local governments, broadband service providers, and other large capacity fiber/microwave operators to develop the middle broadband map and identify solutions for improved last mile service in rural communities. This amendment increases the maximum amount from \$1,080,000 to \$1,166,787.39 due to unanticipated final costs associated with the State Broadband Action Plan.				
	Term of Contract:	09/08/2015 - 08/30/2017	Contract # 16965			
2.	051	TREASURER'S OFFICE - COLLEGE SAVINGS TRUST	AMPLIFY RELATIONS	OTHER: COLLEGE SAVINGS ENDOWMENT FUND	\$356,000	
	Contract Description:	This is a new contract to provide ongoing promotional services for education, outreach and social media campaigns for the Nevada College Savings Plans.				
3.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - NEVADA SYSTEM OF HIGHER EDUCATION CIP PROJECTS - CCSN - NON-EXEC	MCCARTHY BUILDING COMPANIES, INC.	GENERAL 1% BONDS 50% OTHER: UNIVERSITY SYSTEM RECEIPTS 49%	\$1,267,061	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides Owner Construction Manager at Risk (CMAR) services for the Hotel College Academic Building on the University of Nevada Las Vegas campus: CIP Project No. 13-P05 and 15-C78; SPWD Contract No. 109884. This amendment increases the maximum amount from \$44,190,092 to \$45,457,153 to install and connect AV wiring to related equipment, add blinds and a directory kiosk, and increase owner's contingency funds.				
	Term of Contract:	01/12/2016 - 06/30/2019	Contract # 17319			
4.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF CORRECTIONS CIP PROJECTS - NON-EXEC	AUSENCO PSI, LLC	BONDS	(\$181,254)	Professional Service

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
		This is the third amendment to the original contract which provides professional architectural/engineering services to upgrade door control panels at the Lovelock Correctional Center Phase 2, CIP Project No. 15-M04; SPWD Contract No. 109796. This amendment decreases the maximum amount from \$328,976 to \$147,722 to reflect the removal of Construction Administration activities and 90% of all software design and commissioning costs.				
		Term of Contract:	01/12/2016 - 06/30/2019	Contract # 17314		
5.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS	GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.	OTHER: VARIES DEPENDING UPON THE PROJECT REQUIRING THIS SERVICE.	\$100,000	Professional Service
		This is a new contract to provide ongoing intermittent/on-call building inspector services in the Las Vegas area: SPWD Contract No. 111270.				
		Term of Contract:	08/08/2017 - 06/30/2019	Contract # 18989		
6.	240	DEPARTMENT OF VETERANS SERVICES - VETERANS HOME ACCOUNT	AIRTEC MEDICAL GASES, LLC	OTHER: PRIVATE/COUNTY 35% FEDERAL 65%	\$223,486	
		This is a new contract to provide ongoing portable and bulk oxygen service.				
		Term of Contract:	09/01/2017 - 08/31/2021	Contract # 18840		
7.	300	DEPARTMENT OF EDUCATION - OTHER STATE EDUCATION PROGRAMS	JOBS FOR NEVADA GRADUATES, INC.	GENERAL	\$7,173,290	Sole Source
		This is a new contract to support the Job's for America's Graduates program for the 2017-2018 and 2018-2019 school years. This program provides training to improve outcomes of public education, work opportunities for high school students and increase college enrollment and completion rates for high-risk youth populations.				
		Term of Contract:	07/01/2017 - 06/30/2019	Contract # 18985		
8.	332	DEPARTMENT OF ADMINISTRATION - NEVADA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS	NEVADA HUMANITIES, INC.	FEDERAL	\$50,000	Sole Source
		This is a new contract to provide implementation and administration of the Nevada Center for the Book program.				
		Term of Contract:	08/08/2017 - 06/30/2018	Contract # 18977		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
9.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES – HEALTH CARE FINANCING AND POLICY - MEDICAID	LIBERTY DENTAL PLAN OF NEVADA, INC.	GENERAL 35.3% FEDERAL 64.7%	\$404,496,327	
	Contract Description: This is a new contract that provides dental benefit administration to Medicaid and Children's Health Insurance Program recipients in urban Clark and Washoe Counties. Subject to approval by the United States Secretary of Health and Human Services. Term of Contract: 01/01/2018 - 12/31/2019 Contract # 18677					
10.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH - COMMUNICABLE DISEASES	AJ BOGGS & COMPANY	FEDERAL	\$316,208	
	Contract Description: This is a new contract to provide web-hosting of the CareWare reporting system. This program provides reporting utilities for the Ryan White/HIV program. Term of Contract: 09/01/2017 - 08/31/2018 Contract # 18935					
11.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	CHURCHILL COUNTY JUVENILE PROBATION	OTHER: REVENUE	\$574,959	Exempt
	Contract Description: This is a new revenue interlocal agreement that continues ongoing child protective services pursuant to NRS 432B.326. Term of Contract: 07/01/2017 - 06/30/2019 Contract # 18834					
12.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	LYON COUNTY HUMAN SERVICES	OTHER: REVENUE	\$1,102,256	Exempt
	Contract Description: This is a new interlocal revenue agreement that continues ongoing child protective services pursuant to NRS 432B.326. Term of Contract: 07/01/2017 - 06/30/2019 Contract # 18836					



# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
13.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE SOUTHERN NEVADA CHILD & ADOLESCENT SERVICES	MORRISON MANAGEMENT SPECIALISTS, INC.	GENERAL 51% OTHER: RENTAL INCOME 11% FEDERAL 38%	\$140,963	
	Contract Description:	This is the third amendment to the original contract which provides breakfast, lunch, dinner and snack service to patients at the Desert Willow Treatment Center. This amendment extends the termination date from August 31, 2017 to August 31, 2018, increases the sliding scale cost of meals by 3% due to the decrease in number of beds and increases the maximum amount from \$1,180,985.57 to \$1,321,948.57 due to the continued need for these services.				
	Term of Contract:	08/13/2014 - 08/31/2018	Contract # 15862			
14.	440	DEPARTMENT OF CORRECTIONS - PRISON INDUSTRY	DAYTON VALLEY TURF, INC.	OTHER: REVENUE	\$52,800	Exempt
	Contract Description:	This is the second amendment to the original revenue land lease agreement that provides space to Dayton Valley Turf, Inc. for turf/sod operations and provides vocational training and employment to offenders at the Northern Nevada Transitional Housing Center. This amendment extends the termination date from September 7, 2017 to September 7, 2019 and increases the maximum amount from \$64,800 to \$117,600 due to the continued need to provide these services.				
	Term of Contract:	09/08/2015 - 09/07/2019	Contract # 16856			



# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
15.	500	COMMISSION ON MINERAL RESOURCES	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION OBO-UNIVERSITY OF NEVADA, RENO – CONTROLLERS OFFICE	OTHER: MINING CLAIMS	\$170,000	Professional Service
	Contract Description:	This is a new contract to provide for the publication of annual mineral industry related reports and for the curation and associated database management by the Nevada Bureau of Mines and Geology of oil, gas, and geothermal drill cuttings and well information generated by operators under permits issued by the Division.				
	Term of Contract:	08/08/2017 - 06/30/2019	Contract # 18958			
16.	654	DEPARTMENT OF PUBLIC SAFETY - EMERGENCY MANAGEMENT	ESI ACQUISITION, INC.	GENERAL 20% FEDERAL 80%	\$129,851	Exempt
	Contract Description:	This is a new contract to continue ongoing annual user license agreement and software support for the Division's Crisis Information Management Software, WebEOC.				
	Term of Contract:	10/01/2017 - 09/30/2021	Contract # 18945			
17.	702	DEPARTMENT OF WILDLIFE - OPERATIONS	KALKOMEY ENTERPRISES, LLC DBA BOAT EDUCATION	FEE: APPLICATION HUNT 50% OTHER: SPORTSMEN 50%	\$7,500,000	
	Contract Description:	This is a new contract to provide a modern and intuitive data system for the business processes related to Wildlife License and Registration, Volunteer Data System and the Hunt Application System.				
	Term of Contract:	08/08/2017 - 08/07/2023	Contract # 18941			
18.	702	DEPARTMENT OF WILDLIFE - HABITAT	STORM-OV, INC.	FEDERAL	\$65,400	
	Contract Description:	This is a new contract to provide aquatic habitat restoration to increase available habitat for the Amargosa Toad located near Beatty.				
	Term of Contract:	08/08/2017 - 01/31/2019	Contract # 18878			

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
19.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS	MINERAL COUNTY PUBLIC WORKS	GENERAL 19% HIGHWAY 81%	\$75,000	
	Contract Description:	This is a new interlocal agreement to provide road maintenance for portions of two roads and associated culverts for the Walker River State Recreational Area.				
		Term of Contract:	08/08/2017 - 06/30/2019	Contract # 18959		
20.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - SAFE DRINKING WATER REGULATORY PROGRAM	GLOBAL ENVIRONMENTAL CONSULTING, INC.	FEDERAL	\$162,700	Exempt
	Contract Description:	This is a new contract that continues maintenance and support for a web based data system, data migration assistance, support, and training for the Safe Drinking Water Information System and proprietary add-on tools used by the division.				
		Term of Contract:	08/08/2017 - 06/30/2019	Contract # 18938		
21.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - SAFE DRINKING WATER REGULATORY PROGRAM	WASHOE COUNTY HEALTH DISTRICT	FEDERAL	\$250,000	Exempt
	Contract Description:	This is a new interlocal agreement that continues assistance to the division in applying Nevada laws governing public water systems.				
		Term of Contract:	08/08/2017 - 06/30/2019	Contract # 18943		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
22.	740	DEPARTMENT OF BUSINESS AND INDUSTRY – OFFICE OF BUSINESS AND PLANNING	NEVADA BUSINESS OPPORTUNITY FUND	OTHER: TRANSFER FROM DETR	\$270,000	
	Contract Description:	This is the first amendment to the original contract, which will provide low cost micro loans to veterans and seniors to start small businesses through a nonprofit lender. This amendment increases the maximum amount from \$30,000 to \$300,000 due to the continued need for these services and continued funding available from the Department of Employment Training and Rehabilitation. Subject to approval of an IFC work program.				
		Term of Contract:	05/17/2017 - 06/30/2019	Contract # 18650		
23.	742	DEPARTMENT OF BUSINESS AND INDUSTRY – INDUSTRIAL RELATIONS	SIERRA NEVADA ADMINISTRATORS	OTHER: WORKERS' COMPENSATION AND SAFETY FUND	\$227,336	
	Contract Description:	This is the second amendment to the original contract which provides third-party claims administration for the Uninsured Employers Claims Account. This amendment increases the maximum amount from \$220,000 to \$447,336 due to the continued need for these services and the addition of annual payments to the vendor for FY 18 and FY 19.				
		Term of Contract:	07/01/2015 - 06/30/2019	Contract # 16846		
24.	810	DEPARTMENT OF MOTOR VEHICLES - CENTRAL SERVICES	INTELLECTUAL TECHNOLOGY, INC.	HIGHWAY	\$360,000	
	Contract Description:	This is the fifth amendment to the original contract which provides for the production, printing, and issuance of registration decals, vehicle registration renewal certificates, Motor Carrier International Registration, vehicle identification cab cards as well as the Print on Demand System that allows offices statewide to print decals and forms at the time of sale. This amendment extends the termination date from September 30, 2017 to March 31, 2018 and increases the maximum amount from \$5,516,087.03 to \$5,876,087.03 due to the need for additional time to complete the Request for Proposal and for a transition period if a different vendor is awarded the contract.				
		Term of Contract:	09/08/2008 - 03/31/2018	Contract # CONV5970		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
25.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION OBO- COLLEGE OF SOUTHERN NEVADA – CONTROLLERS OFFICE	FEDERAL	\$308,381	Exempt
	Contract Description:	This is a new interlocal agreement that provides ongoing apprenticeship programs. These programs provide training to eligible participants in several occupations such as electrical and plumbing.				
		Term of Contract:	08/01/2017 - 07/31/2018	Contract # 18879		
26.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	BOARD OF REGENTS NEVADA SYSTEM OF HIGHER EDUCATION OBO – TRUCKEE MEADOWS COMMUNITY COLLEGE – CONTROLLERS OFFICE	FEDERAL	\$67,506	Exempt
	Contract Description:	This is a new interlocal agreement that continues ongoing apprenticeship programs. These programs provide training to eligible participants in several occupations such as electrical and plumbing.				
		Term of Contract:	08/01/2017 - 07/31/2018	Contract # 18882		
27.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	CLARK COUNTY SCHOOL DISTRICT	OTHER: CEP	\$90,000	
	Contract Description:	This is a new interlocal contract to provide funding to install electrical upgrades necessary to provide career and college classes that give access and opportunity to current students in comprehensive high schools in North Las Vegas and the Historic West Side of Las Vegas.				
		Term of Contract:	08/08/2017 - 07/17/2019	Contract # 18929		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
28.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - WORKFORCE DEVELOPMENT	THE CAREER INDEX CORPORATION	FEDERAL	\$821,300	Sole Source
	Contract Description:	This is a new contract to provide a solution to the gathering and reporting of the data required for the common performance measures contained in the Workforce Innovation and Opportunity Act across case management systems for the core partners without modifying these existing systems. The project also seeks to increase the core partner's ability to share common clients and documentation and recording for those clients.				
	Term of Contract:	08/08/2017 - 09/30/2019	Contract # 18924			
29.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES – AGING AND DISABILITY SERVICES DIVISION	NYE COUNTY	OTHER: REVENUE FROM COUNTY	Unlimited	
	Contract Description:	This is a new interlocal revenue agreement to provide services to children with developmental and intellectual disabilities. This agreement renews each year unless terminated by either party.				
	Term of Contract:	07/01/2017- Continues	Contract # 18984			

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **16965** Amendment Number: **2**

Agency Name: **OFFICE OF SCIENCE, INNOVATION AND TECHNOLOGY** Legal Entity Name: **Connect Nevada, LLC**

Agency Code: **014** Contractor Name: **Connect Nevada, LLC**

Appropriation Unit: **1003-11** Address: **191 W. PROFESSIONAL PARK COURT Suite B**

Is budget authority available?: **Yes** City/State/Zip: **Bowling Green, KY 42104**

If "No" please explain: **Not Applicable** Contact/Phone: **J. Brent Legg 202-340-6446**

Vendor No.: **T27037769**

NV Business ID: **NV27037769**

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.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/08/2015**

Anticipated BOE meeting date 08/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **08/30/2017**

Contract term: **1 year and 357 days**

4. Type of contract: **Contract**

Contract description: **Broadband consulting**

5. Purpose of contract:

**This is the second amendment to the original contract which provides an annual update to the Nevada broadband map to refresh last mile broadband availability. Develop a middle mile broadband infrastructure map so the state can understand current capacity for transporting broadband service to rural communities, and what opportunities may exist to help close broadband availability gaps and speed deficiencies. Contractor will provide staffing, to support the coordination across state agencies, local governments, broadband service providers, and other large capacity fiber/microwave operators to develop the middle broadband map and identify solutions for improved last mile service in rural communities. This amendment increases the maximum amount from \$1,080,000 to \$1,166,787.39 due to unanticipated final costs associated with the State Broadband Action Plan.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,080,000.00	\$1,080,000.00	\$1,080,000.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#2):	\$86,787.39	\$86,787.39	\$86,787.39	Yes - Action
3. New maximum contract amount:	\$1,166,787.39			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

In 2009, Connect Nevada was named by the Governor as the "designated entity" under Federal law (47 U.S. Code &#65533; 1304) to administer a five-year state broadband mapping and planning grant provided by the U.S. Dept. of Commerce.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the expertise.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

Governor designation under Federal law 47 U.S. Code &#65533; 1304.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	07/10/2017 07:10:33 AM
Division Approval	ssands	07/10/2017 07:10:39 AM
Department Approval	ssands	07/10/2017 07:10:45 AM
Contract Manager Approval	ssands	07/10/2017 07:10:50 AM
Budget Analyst Approval	sbrown	07/14/2017 12:27:32 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: **18961**

Agency Name: <b>TREASURER - COLLEGE SAVINGS TRUST</b>	Legal Entity Name: <b>AMPLIFY RELATIONS</b>
Agency Code: <b>051</b>	Contractor Name: <b>AMPLIFY RELATIONS</b>
Appropriation Unit: <b>1092-20</b>	Address: <b>675 W MOANA LN, STE 201</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89509</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>BRYAN BEDERA 775/453-0618</b>
	Vendor No.: <b>PUR0005633A</b>
	NV Business ID: <b>NV20131451918</b>

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 %	<b>X Other funding</b>	<b>100.00 % College Savings Endowment Fund</b>

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 **08/2017**

Retroactive? **Yes**

If "Yes", please explain

**A contract amendment was originally submitted for the June 2017 Board of Examiners meeting. However, due to the passage of A.B. 475, legislative authority for FY18 was reduced in budget account 1092, expenditure category 20 from \$800,000 to \$178,963 and the amendment was pulled from the BOE agenda. Since the original contract expired on June 30, 2017, a new contract is required for submittal with an effective start date of 7/1/2017 to avoid a break in services.**

3. Termination Date: **06/30/2019**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Promotion Consultant**

5. Purpose of contract:

**This is a new contract to provide ongoing promotional services for education, outreach and social media campaigns for the Nevada College Savings Plans.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$356,000.00**

Payment for services will be made at the rate of \$178,000.00 per year

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**NRS 353B.370 authorizes the College Savings Board to contract with qualified entities for the day to day operations of the Nevada College Savings Program as the program administrator for the management of marketing of the programs.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees do not have the expertise or knowledge for this large of a scope of outreach and promotion.**

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?

Pursuant to RFP #2015-CSB-001 which was done by the Treasurer's Office, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 05/01/2015 Anticipated re-bid date: 06/30/2019

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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:

Amplify Relations is the current vendor under contract with the State Treasurer's Office and services provided have been satisfactory.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	alaw1	07/05/2017 10:26:14 AM
Division Approval	alaw1	07/05/2017 10:26:17 AM
Department Approval	alaw1	07/05/2017 13:38:02 PM
Contract Manager Approval	alaw1	07/05/2017 13:38:07 PM
Budget Analyst Approval	lfree1	07/07/2017 16:19:28 PM
BOE Agenda Approval	lfree1	07/07/2017 16:23:45 PM
BOE Final Approval	Pending	

**Dan Schwartz**  
*State Treasurer*



STATE OF NEVADA  
OFFICE OF THE STATE TREASURER

MEMORANDUM

DATE: July 5, 2017

TO: Laura Freed, Executive Branch Budget Officer II  
Governor's Finance Office, Budget Division

FROM: Amber Law, Cash Management Deputy Treasurer

CC: Isabel Li, Management Analyst III  
Budd Milazzo, Senior Deputy Treasurer  
Tara Hagan, Chief Deputy Treasurer

SUBJECT: **Amplify Relations**  
**Retroactive Memorandum to July 1, 2017**

This memorandum is to request that the above-mentioned contract be retroactive to July 1, 2017. The reason for this request is due to the passage of A.B.475 which reduced legislative authority for FY18 in budget account 1092, expenditure category 20 from \$800,000 to \$178,963. The Amplify contract was removed from the June Board of Examiner's (BOE) meeting and will now be on the agenda for the August 8, 2017 BOE meeting.

Thank you for your consideration of this request.

**CARSON CITY OFFICE**

101 N. Carson Street, Suite 4  
Carson City, Nevada 89701-4786  
(775) 684-5600 Telephone  
(775) 684-5623 Fax

**STATE TREASURER PROGRAMS**

Governor Guinn Millennium Scholarship Program  
Nevada Prepaid Tuition Program  
Unclaimed Property  
College Savings Plans of Nevada  
Nevada College Kick Start Program

**LAS VEGAS OFFICE**

555 E. Washington Avenue, Suite 4600  
Las Vegas, Nevada 89101-1074  
(702) 486-2025 Telephone  
(702) 486-3246 Fax

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>17319</b>	Amendment Number: <b>1</b>
Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>MCCARTHY BUILDING COMPANIES, INC.</b>
Agency Code: <b>082</b>	Contractor Name: <b>MCCARTHY BUILDING COMPANIES, INC.</b>
Appropriation Unit: <b>1510-65</b>	Address: <b>2340 CORPORATE CIRCLE SUITE 125</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>HENDERSON, NV 89074</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702-990-6707</b>
	Vendor No.: <b>T29016037</b>
	NV Business ID: <b>NV19731000534</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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

<input checked="" type="checkbox"/> General Funds	<b>1.00 %</b>	Fees	<b>0.00 %</b>
Federal Funds	0.00 %	<input checked="" type="checkbox"/> Bonds	<b>50.00 %</b>
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>49.00 % University system receipts</b>

Agency Reference #: 109884

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 08/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2019**

Contract term: **3 years and 169 days**

4. Type of contract: **Contract**

Contract description: **Owner CMAR Const Agr**

5. Purpose of contract:

**This is the first amendment to the original contract which provides Owner Construction Manager at Risk (CMAR) services for the Hotel College Academic Building on the University of Nevada Las Vegas campus: CIP Project No. 13-P05 and 15-C78; SPWD Contract No. 109884. This amendment increases the total contract amount from \$44,190,092 to \$45,457,153 to install and connect AV wiring to related equipment, add blinds and a directory kiosk, and increase owner's contingency funds.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$44,190,092.00	\$44,190,092.00	\$44,190,092.00	Yes - Action
2. Amount of current amendment (#1):	\$1,267,061.00	\$1,267,061.00	\$1,267,061.00	Yes - Action
3. New maximum contract amount:	\$45,457,153.00			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**2013 (13-P05) and 2015 CIP (15-C78)**

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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amarangi	07/05/2017 13:42:22 PM
Division Approval	amarangi	07/05/2017 13:42:25 PM
Department Approval	amarangi	07/05/2017 13:42:27 PM
Contract Manager Approval	amarangi	07/05/2017 13:42:31 PM
Budget Analyst Approval	jrodrig9	07/10/2017 10:45:46 AM
BOE Agenda Approval	pnicks	07/13/2017 11:14:55 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: **17314** Amendment Number: **3**

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION** Legal Entity Name: **AUSENCO PSI, LLC**

Agency Code: **082** Contractor Name: **AUSENCO PSI, LLC**

Appropriation Unit: **1565-72** Address: **1150 Financial Blvd. SUITE 100**

Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89502**

If "No" please explain: **Not Applicable** Contact/Phone: **775-828-9595**

Vendor No.: **T27032471**

NV Business ID: **NV19921050131**

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 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 109796

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 09/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2019**

Contract term: **3 years and 169 days**

4. Type of contract: **Contract**  
Contract description: **Arch/Eng Serv**

5. Purpose of contract:

**This is the third amendment to the original contract which provides professional architectural/engineering services to upgrade door control panels at the Lovelock Correctional Center Phase 2, CIP Project No. 15-M04; SPWD Contract No. 109796. This amendment decreases the total contract amount from \$328,976 to \$147,722 to reflect the removal of Construction Administration activities and 90% of all software design and commissioning costs.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$328,976.00	\$328,976.00	\$328,976.00	Yes - Action
a. Amendment 1:	\$17,200.00	\$17,200.00	\$17,200.00	Yes - Info
b. Amendment 2:	-\$17,200.00	-\$17,200.00	\$0.00	Yes - Info
2. Amount of current amendment (#3):	-\$181,254.00	-\$181,254.00	-\$181,254.00	Yes - Action
3. New maximum contract amount:	\$147,722.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

2015 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

13. 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.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amarangi	07/11/2017 18:18:14 PM
Division Approval	amarangi	07/11/2017 18:18:19 PM
Department Approval	amarangi	07/11/2017 18:18:24 PM
Contract Manager Approval	amarangi	07/11/2017 18:18:29 PM
Budget Analyst Approval	jrodrig9	07/17/2017 10:26:26 AM
BOE Agenda Approval	cmurph3	07/17/2017 13:40:14 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: **18989**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>GEOTECHNICAL &amp; ENVIRONMENTAL SERVICES, INC.</b>
Agency Code: <b>082</b>	Contractor Name: <b>GEOTECHNICAL &amp; ENVIRONMENTAL SERVICES, INC.</b>
Appropriation Unit: <b>All Appropriations</b>	Address: <b>7150 PLACID ST</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89119-4203</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>CHRIS WHYTE 702-365-1001</b>
	Vendor No.: <b>T81085017</b>
	NV Business ID: <b>NV19921050120</b>

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 %	<b>X</b> Other funding	<b>100.00 %</b> <b>Varies depending upon the project requiring this service.</b>

Agency Reference #: 111270

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: **06/30/2019**  
Contract term: **1 year and 333 days**

4. Type of contract: **Contract**  
Contract description: **On-Call Bldg Inspect**

5. Purpose of contract:  
**This is a new contract to provide ongoing intermittent/on-call building inspector services in the Las Vegas area: SPWD Contract No. 111270.**

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 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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Angela Garcia, DEP ADMR, CODE/ENF COMP Ph: 775/684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amarangi	07/11/2017 17:44:53 PM
Division Approval	amarangi	07/11/2017 17:44:55 PM
Department Approval	amarangi	07/11/2017 17:45:02 PM
Contract Manager Approval	amarangi	07/11/2017 17:45:05 PM
Budget Analyst Approval	jrodrig9	07/17/2017 10:11:21 AM
BOE Agenda Approval	cmurph3	07/17/2017 13:32:31 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: **18840**

Agency Name: <b>DEPARTMENT OF VETERANS SERVICES</b>	Legal Entity Name: <b>AIRTEC MEDICAL GASES, LLC</b>
Agency Code: <b>240</b>	Contractor Name: <b>AIRTEC MEDICAL GASES, LLC</b>
Appropriation Unit: <b>2561-04</b>	Address: <b>2900 S HIGHLAND DR STE 19A</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89109-1075</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Chris Zampino 702/454-2400</b>
	Vendor No.: <b>T29014349</b>
	NV Business ID: <b>NV20031168527</b>

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 %
<b>X</b> Federal Funds	<b>65.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>35.00 % Private/County</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2017**  
Anticipated BOE meeting date **07/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **08/31/2021**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Oxygen Service SNSVH**

5. Purpose of contract:

**This is a new contract to provide ongoing portable and bulk oxygen service.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$223,485.60**

Other basis for payment: Portable Tank Exchange: est. 85 tanks/wk x 52 weeks x 4yrs = 17,680 tanks x \$5.77 = \$102,013.60; Portable Tank Rental: est 85 tanks/mo. x 12 mo. x 4yrs = 4,080 tanks x \$.7.20 = \$29,376.00; Bulk Liquid O2: est. 600 gal/delivery x 1.15 CCF/gal x 20 per year x 4 years = 55,200 x \$1.48 = \$81,696.00; Bulk O2 Del est. 20/yr x 4 yrs = 80 x \$50.00 = \$4,000.00; Annual Medical Gas and Vacuum System Inspection: 4yrs x \$800.00 = \$3,200.00 each

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**Respiratory therapy services are required by Federal and State laws pertaining to Long Term Care Facilities.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**There are no State Agencies that can provide portable oxygen tanks or bulk oxygen service.**

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Desert Medical Equipment  
AirGas  
Coolgas, Inc.  
Praxair, Inc.  
Progressive Industries, Inc.  
Airtec Medical Gases

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3420, 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: 03/20/2017 Anticipated re-bid date: 02/01/2021

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other

**Domestic Limited-Liability Company**

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	agarland	06/01/2017 15:29:48 PM
Division Approval	agarland	06/01/2017 15:29:52 PM
Department Approval	agarland	06/01/2017 15:29:55 PM
Contract Manager Approval	jtheil1	06/01/2017 15:39:32 PM
Budget Analyst Approval	dreynd2	07/11/2017 15:32:34 PM
BOE Agenda Approval	nhovden	07/12/2017 09:37:08 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: **18985**

Agency Name:	<b>NDE - DEPARTMENT OF EDUCATION</b>	Legal Entity Name:	Jobs for Nevada Graduates, Inc.
Agency Code:	<b>300</b>	Contractor Name:	<b>Jobs for Nevada Graduates, Inc.</b>
Appropriation Unit:	<b>2699-25</b>	Address:	<b>4045 S. Buffalo Dr. Suite A-101-128</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Las Vegas, NV 89145</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Rene Cantu 702-810-3068
		Vendor No.:	T32002801
		NV Business ID:	NV20131697401

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	<b>100.00 %</b>	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2017**

Anticipated BOE meeting date 08/2017

Retroactive? **Yes**

If "Yes", please explain

**The closing budget amount available for this contract was not known until after the June Board of Examiners meeting date deadline and the vendor needed to create their budget for the scope of work for the fiscal years 2018 and 2019.**

3. Termination Date: **06/30/2019**Contract term: **1 year and 364 days**4. Type of contract: **Contract**Contract description: **NV JAG**

5. Purpose of contract:

**This is a new contract to support the Job's for America's Graduates program for the 2017-2018 and 2018-2019 school years. This program provides training to improve outcomes of public education, work opportunities for high school students and increase college enrollment and completion rates for high-risk youth populations.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$7,173,290.00**

Other basis for payment: semi-monthly payments upon receipt of detailed invoices with itemized list of expenses.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Jobs for America's Graduates (JAG) is a state-based national non-profit organization dedicated to preventing dropouts among young people who are not at-risk. This contract will enable the Department of Education to fulfill its obligation to this program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Jobs for America's Graduates model requires the state to contract with a qualified non-profit organization to administer this program. Jobs for America's Graduates operates in school districts throughout the state and includes funding from private partnerships.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 170603**

**Approval Date: 07/13/2017**

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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

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

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Department of Employment, Rehabilitation and Training - 7/1/14-6/30/15 - work was satisfactory  
Department of Education CETS #15700 - 7/1/14-7/31/17 - work was satisfactory

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

Kristine Nelson, Education Programs Director Ph: 775-687-7283

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amccalla	07/13/2017 14:23:10 PM
Division Approval	amccalla	07/13/2017 14:23:14 PM
Department Approval	amccalla	07/13/2017 14:23:17 PM
Contract Manager Approval	ablackwe	07/13/2017 14:27:18 PM
Budget Analyst Approval	sbrown	07/14/2017 10:46:30 AM
BOE Agenda Approval	sbrown	07/14/2017 10:46:35 AM
BOE Final Approval	Pending	

**BRIAN SANDOVAL**  
*Governor*

STATE OF NEVADA

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(702) 486-6458  
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**STEVE CANAVERO, Ph.D.**  
*Superintendent of Public Instruction*



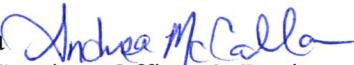
DEPARTMENT OF EDUCATION  
700 E. Fifth Street  
Carson City, Nevada 89701-5096  
(775) 687 - 9200 · Fax: (775) 687 - 9101  
<http://www.doe.nv.gov>

July 7, 2017

## MEMORANDUM

TO: James Wells  
Clerk of the Board of Examiners  
Governor's Finance Office – Budget Division

THROUGH: Susan Brown  
Budget Analyst, Governor's Finance Office – Budget Division

FROM: Andrea McCalla   
Administrative Services Officer 3, Business and Support Services Division

SUBJECT: Request for Retroactive Contract with Jobs for Nevada Graduates, Inc.

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This memorandum serves as a request for retroactive approval to July 1, 2017 on a contract with the Jobs for Nevada Graduates, Inc. The closing budget amount available for this contract was not known until after the June Board of Examiners meeting date. If this retroactive contract is not approved, the Department of Education will not be able to contribute the State of Nevada's portion of funding to the Nevada Jobs for America's Graduates program which is operated in Nevada by the contracting vendor.

We appreciate your consideration in this matter.

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

<b>Purchasing Use Only:</b>	
Approval#:	170603

**SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM**

Revised  
07/11/17

**ALL FIELDS ARE REQUIRED - INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

1a	<b>Agency Contact Information - Note:</b> Approved copy will be sent to only the contact(s) listed below:		
	State Agency:	Department of Education	
		<i>Contact Name and Title</i>	<i>Phone Number</i>
		Andrea McCalla	775-687-9169
		<i>Email Address</i>	ammccalla@doe.nv.gov
		Andra Blackwell	775-687-9209
			ablackwell@doe.nv.gov

<b>Vendor Information:</b>		
1b	Identify Vendor:	Jobs for Nevada Graduates, Inc.
	Contact Name:	Rene Cantu
	Address:	4045 S. Buffalo, Suite A-101-128, Las Vegas, NV 89145
	Telephone Number:	702-810-3068
	Email Address:	rcantu@jagnv.org

1c	<b>Type of Waiver Requested - Check the appropriate type:</b>	
	Sole or Single Source:	<input checked="" type="checkbox"/>
	Professional Service Exemption:	<input type="checkbox"/>

<b>Contract Information:</b>			
1d	Is this a new Contract?	Yes	<input checked="" type="checkbox"/>
	Amendment:	#6	<input checked="" type="checkbox"/>
	CETS:	#15700	18985

1e	<b>Term:</b>			
	One (1) Time Purchase:	<input type="checkbox"/>		
	Contract:	Start Date:	07/01/2014	End Date:

1f	<b>Funding:</b>	
	State Appropriated:	<input checked="" type="checkbox"/>
	Federal Funds:	<input type="checkbox"/>
	Grant Funds:	<input type="checkbox"/>
	Other (Explain):	

1g	<b>Total Estimated Value of this Service Contract, Amendment or Purchase:</b>	
	\$6,836,645 total contract	\$7,732,900

2	<b>Provide a description of work/services to be performed or commodity/good to be purchased:</b>
---	--

Jobs for America's Graduates (JAG) is a state-based national non-profit organization dedicated to preventing dropouts among young people who are most at-risk. This program is offered to Nevada's youth through local school districts throughout the State. At Governor Sandoval's request, the Department of Education is joining in the effort to form a funding partnership along with the Department of Employment, Training and Rehabilitation (DETR), and Nevada's Local Workforce Investment Boards to provide this program to Nevada's middle and high school students. Approval of this Solicitation Waiver will allow the Nevada Department of Education (DOE) to continue funding its portion of the current Nevada JAG program.

~~\*Amendment 1 extended the term of the contract to July 31, 2017.~~  
~~\*\*Amendment 2 added \$6,086,645 authority to the contract to make total authority \$6,836,645.~~  
~~\*\*\*Amendment 3 changes the Scope of Work to allow the contractor to modify the budget and add 3 new positions in anticipation of program growth.~~  
~~\*\*\*\*Amendment 4 changes the Scope of Work to allow the contractor to modify the budget to allow for growth. The contractor will be growing from serving 44 programs to 54 programs.~~  
~~\*\*\*\*Amendment 5 changes the Scope of Work to allow the contractor to modify the budget to add the FY16 unspent funds of \$236,056 from this contract to the FY17 budget amount for this contract. No overall change in contract authority amount.~~  
~~\*\*\*\*\*Amendment 6 only extends the termination date of the contract from 7/31/2017 to 8/31/2019. Another Waiver will be submitted to increase the contract authority to fund FY18 & FY19.~~

OB

**3 What are the unique features/qualifications required for this service or good that are not available from any other vendor:**

Prior to FY15, the JAG program was administered through a contract with DETR by the non-profit organization Community Services Agency (Vendor T81016955). During the 2013 Legislative Session the Committee on K-12/Higher Education/CIPS there was discussion regarding the formation of the new non-profit in Budget Account 2699's Budget Hearing. The committee approved funding the program with the intent of contracting with the new non-profit organization to take over the Nevada JAG Program. Jobs for Nevada Graduates, Inc. (T32002801) is that new organization.

**4 Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:**

Jobs for America's Graduates (JAG) is a state-based national non-profit organization. There are no other providers in the State.

Were alternative services or commodities evaluated? Check One.		Yes:	No:	X
5	a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i>			
	b. <i>If not, why were alternatives not evaluated?</i>			

Jobs for America's Graduates (JAG) is a state-based national non-profit organization. There are no other providers in the State.

**6 Has the agency purchased this service or commodity in the past? Check Yes: X No:**



<b>One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers must accompany this request.</b>								
a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</i>								
<i>Term Start and End Dates</i>		<i>Value</i>	<i>Short Description</i>			<i>Type of Procurement (RFP, RFQ, Waiver)</i>		
7/1/14	7/31/17	\$6,836,645	Jobs for America's Graduates (JAG)			Waiver		
10/1/13	6/30/14	\$750,000	Jobs for America's Graduates (JAG)			Waiver - DETR		

7	<b>What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?</b>
	If this Solicitation Waiver is denied, the Nevada Department of Education (DOE) will be unable to contribute its portion of funding to the current Nevada JAG program for the FY2017—2019 biennium.

8	<b>What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?</b>
	Jobs for America's Graduates (JAG) is a state-based national non-profit organization. There are no other providers in the State. The contract price is based on the legislatively approved appropriation for this program for FY15.

9	<b>Will this purchase obligate the State to this vendor for future purchases? Check One.</b>	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, please provide details regarding future obligations or needs.</i>				
This waiver is being requested for FY <del>17</del> <sup>FY18</sup> -19 biennium; funding has been approved for this time period. The agency believes continued funding will be approved and this vendor will continue to provide these services.					

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

Andrea McCalla  
Agency Representative Initiating Request

Andrea McCalla  
Print Name of Agency Representative Initiating Request

5-24-17  
Date

Brett Barley  
Signature of Agency Head Authorizing Request

5-24-17

Brett Barley  
Print Name of Agency Head Authorizing Request

5-24-17  
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

6-20-2017  
Date

7-13-2017

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18977**

Agency Name: <b>ADMIN - NV ST LIBRARY, ARCHIVES AND PUBLIC RECORDS</b>	Legal Entity Name: Nevada Humanities, Inc.
Agency Code: <b>332</b>	Contractor Name: <b>Nevada Humanities, Inc.</b>
Appropriation Unit: <b>2891-12</b>	Address: <b>P.O. Box 8029</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89507</b>
If "No" please explain: Not Applicable	Contact/Phone: Christina Barr 775-784-6587
	Vendor No.: T08946425
	NV Business ID: NV19751003518

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 2549613

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: **06/30/2018**

Contract term: **333 days**

4. Type of contract: **Contract**

Contract description: **Consulting Services**

5. Purpose of contract:

**This is a new contract to provide implementation and administration of the Nevada Center for the Book program.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

To fulfill obligations as state affiliate of Library of Congress Center for the Book program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Staffing shortage to manage the scope of this program.

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 #: 170701**

**Approval Date: 07/06/2017**

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

Nevada Humanities is the only allied partner with statewide credibility and authority to engage in the work.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a: Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Tammy Westergard, Asst. Administrator Ph: 775-684-3306

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amarangi	07/12/2017 15:16:00 PM
Division Approval	amarangi	07/12/2017 15:16:05 PM
Department Approval	amarangi	07/12/2017 15:16:08 PM
Contract Manager Approval	amarangi	07/12/2017 15:16:11 PM
Budget Analyst Approval	hfield	07/14/2017 10:11:58 AM
BOE Agenda Approval	cmurph3	07/14/2017 13:36:21 PM
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

<b>Purchasing Use Only:</b>	
Approval#:	170701

**SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM**

**ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

<b>1a</b>	<b>Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:</b>		
	State Agency:	Nevada State Library, Archives and Public Records	
	Contact Name and Title	Phone Number	Email Address
	Sulin Jones	775 684-3340	sulinjones@admin.nv.gov

<b>Vendor Information:</b>	
Identify Vendor:	Nevada Humanities
Contact Name:	Stephanie Gibson
Address:	1670-200 North Virginia St, Reno, NV 89507
Telephone Number:	775-784-6587
Email Address:	sgibson@nevadahumanities.org

<b>1c Type of Waiver Requested – Check the appropriate type:</b>	
Sole or Single Source:	<input checked="" type="checkbox"/>
Professional Service Exemption:	<input type="checkbox"/>

<b>Contract Information:</b>					
<b>1d</b>	Is this a new Contract?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
	Amendment:	#			
	CETS:	#			

<b>1e Term:</b>					
One (1) Time Purchase:	yes				
Contract:	Start Date:	July 1, 2017	End Date:	June 30, 2018	

<b>1f Funding:</b>	
State Appropriated:	<input type="checkbox"/>
Federal Funds:	<input checked="" type="checkbox"/>
Grant Funds:	<input type="checkbox"/>
Other (Explain):	<input type="checkbox"/>

<b>1g</b>	<b>Total Estimated Value of this Service Contract, Amendment or Purchase:</b>
	\$50,000

2	<p><b>Provide a description of work/services to be performed or commodity/good to be purchased:</b></p> <p>The Nevada State Library, Archives and Public Records (NSLAPR) is designated as the state affiliate of the National Center for the Book in the Library of Congress. Nevada Humanities will administer programs demarcated as Nevada Center for the Book initiatives:</p> <ol style="list-style-type: none"> <li>1. Nevada Reads - a statewide One Book program to promote literacy and build community</li> <li>2. National Book Festival: represent Nevada in the Pavilion of States during this annual festival hosted by the Library of Congress in Washington, DC</li> <li>3. Letters About Literature:</li> <li>4. Additional book, author, and literacy related programs produced by Nevada Humanities in alignment with the Center for the Book mission and vision</li> </ol>
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3	<p><b>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</b></p> <p>Nevada State Library and Archives uses available resources and collaborative projects to advance literacy initiatives leveraged with thoughtfully selected books, reading activities and programs statewide through the Nevada Center for the Book/Nevada Literacy Services. The scope of projects, both currently in place and potential, are a credit to the staff, their collaborations and the collective energy of Nevadans who believe in the role of books and reading in today's society. The Nevada Center for the Book is positioned to support and collaborate on programs that reach all Nevadans. And the professional expertise of the Nevada Humanities is stand alone in its class. Additionally, the genesis of Nevada's affiliate status with the Library of Congress' Center for the Book was due to the Nevada Humanities.</p>
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4	<p><b>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</b></p> <p>As the premier allied partner in advancing literacy in Nevada, the Nevada Humanities organization not only joins the Nevada State Library in celebration of Nevada's vast community of authors, illustrators, designers, book artists and artisans and publishers, but it is the only other statewide organization with allied literary authority and credibility among this audience to deploy the programs of the National Center for the Book in the Library of Congress.</p>
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5	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"><b>Were alternative services or commodities evaluated? Check One.</b></td> <td style="width: 5%; text-align: center;">Yes:</td> <td style="width: 5%; text-align: center;"><input type="checkbox"/></td> <td style="width: 5%; text-align: center;">No:</td> <td style="width: 15%; text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table> <p>a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i></p> <p>b. <i>If not, why were alternatives not evaluated?</i></p> <p>Alternatives were not evaluated because no other allied partner meets the requirements of this program as described in the guidelines for establishing state centers for the book. The state library should be closely involved with the center. If the center is not to be located at the state library, the state library must agree to its location elsewhere and to serve as a major partner.</p> <p>The activities of a state center in promoting books, reading, libraries, and literacy are more important than its location. The state center should not be or be seen as a vehicle for promoting any single library. A state center for the book should be truly statewide in its governance, support, and activities. Its creation should help unify a state's book community, from author to reader, and its activities should reinforce and strengthen the work of other organizations. State centers should not be or be seen as "competitors" with other organizations. The Nevada Humanities is the only organization who meets these requirements.</p>	<b>Were alternative services or commodities evaluated? Check One.</b>	Yes:	<input type="checkbox"/>	No:	<input checked="" type="checkbox"/>
<b>Were alternative services or commodities evaluated? Check One.</b>	Yes:	<input type="checkbox"/>	No:	<input checked="" type="checkbox"/>		

<b>6</b>	<b>Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers MUST accompany this request.</b>			Yes:	No:	<i>x</i>	
	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>		
			\$				
			\$				
			\$				

<b>7</b>	<b>What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?</b>
	The State Library will have to reconsider its engagement with this national program, due to organizational bandwidth. The opportunity cost to thousands of engaged Nevadans who annually participate in the programs noted above is significant.

<b>8</b>	<b>What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?</b>
	As having been responsible for these program activities we have a clear understanding of how much time and effort is required to advance strategic goals. The price to share some of the responsibilities for executing programs and all that is necessary to promote success is based on an average number of hours required from a variety of key skills and abilities from the Nevada Humanities, the only allied partner with statewide credibility and authority to engage in the work.

<b>9</b>	<b>Will this purchase obligate the State to this vendor for future purchases? <u>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u></b>	Yes:	No:	<i>x</i>
	a. <i>If yes, please provide details regarding future obligations or needs.</i> This purchase will not "obligate" the State to this vendor, however the success of the partnership is likely to lend itself to future programs.			

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.

*Sulin Jones*

Agency Representative Initiating Request

*Sulin Jones*

Print Name of Agency Representative Initiating Request

*06-20-17*

Date

*Jeffrey Kintop*

Signature of Agency Head Authorizing Request

*6/23/17*

Print Name of Agency Head Authorizing Request

Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. **This signature does not exempt your agency from any other processes that may be required.**

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

*[Signature]*

Administrator, Purchasing Division or Designee

*7-6-2017*

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: **18677**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	Liberty Dental Plan of Nevada, Inc.
Agency Code:	<b>403</b>	Contractor Name:	<b>Liberty Dental Plan of Nevada, Inc.</b>
Appropriation Unit:	<b>3243-12</b>	Address:	<b>6385 South Rainbow Blvd Suite 200</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Las Vegas , NV 89118</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Amir Neshat 949-223-8929
		Vendor No.:	T27041429
		NV Business ID:	NV20071098062

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.

<input checked="" type="checkbox"/>	General Funds	<b>35.30 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	<b>64.70 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP #3425

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2018**

Anticipated BOE meeting date 08/2017

Retrospective? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2019**Contract term: **1 year and 364 days**4. Type of contract: **Contract**Contract description: **Dental Services**

5. Purpose of contract:

**This is a new contract that provides dental benefit administration to Medicaid and Children's Health Insurance Program recipients in urban Clark and Washoe Counties.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$404,496,327.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**Dental Benefits Administration is an effective cost containment strategy to provide dental services approved by CMS.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The State does not have resources available 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):

**Delta Dental  
MCNA  
Scion Dental**b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3425, 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: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	04/19/2017 16:13:12 PM
Division Approval	mlewi7	04/26/2017 08:16:50 AM
Department Approval	ecreceli	04/26/2017 10:58:59 AM
Contract Manager Approval	aree2	04/26/2017 12:05:44 PM
Budget Analyst Approval	dreynd2	07/17/2017 16:00:09 PM
BOE Agenda Approval	nhovden	07/18/2017 16:17:39 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: **18935**

Agency Name: <b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name: <b>AJ BOGGS &amp; COMPANY</b>
Agency Code: <b>406</b>	Contractor Name: <b>AJ BOGGS &amp; COMPANY</b>
Appropriation Unit: <b>3215-24</b>	Address: <b>4660 S HAGADORN RD STE 290</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>EAST LANSING, MI 48823-5353</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Juan Loaiza 517/347-1100</b>
	Vendor No.: <b>T32003694</b>
	NV Business ID: <b>NV20161127100</b>

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **C 16136**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2017**

Anticipated BOE meeting date **08/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **08/31/2018**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **Web Hosting**

5. Purpose of contract:

**This is a new contract to provide web-hosting of the CareWare reporting system. This program provides reporting utilities for the Ryan White/HIV program.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$316,208.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**The Ryan White HIV program requires a federal reporting system to adhere with federal regulations.**

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 experience or knowledge of this web-hosted system.**

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):

**AJ Boggs  
Rackspace  
IBM Softlayer**

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3419, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/15/2017 Anticipated re-bid date: 03/18/2020

10. Does the contract contain any IT components? Yes

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

13. 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 performed services for DPBH since 2015 - satisfactory

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	chadwic1	06/30/2017 11:28:57 AM
Division Approval	chadwic1	06/30/2017 11:28:59 AM
Department Approval	jkolenut	07/03/2017 09:11:19 AM
Contract Manager Approval	slabranc	07/03/2017 10:33:18 AM
EITS Approval	rkeith	07/03/2017 10:39:22 AM
Budget Analyst Approval	bwooldri	07/05/2017 09:31:00 AM
BOE Agenda Approval	nhovden	07/11/2017 15:14:50 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: **18834**

Agency Name: <b>DHHS - DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name: <b>CHURCHILL COUNTY</b>
Agency Code: <b>409</b>	Contractor Name: <b>CHURCHILL COUNTY</b>
Appropriation Unit: <b>3229-00</b>	Address: <b>155 N TAYLOR ST STE 182</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>FALLON, NV 89406</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775/423-6587</b>
	Vendor No.: <b>T81032440C</b>
	NV Business ID: <b>Government Entity</b>

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 %	<b>X</b> Other funding	<b>100.00 % Assessments</b>

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 **08/2017**

Retroactive? **Yes**

If "Yes", please explain

**This contract is retroactive due to the need for the Legislative progress before determination of the correct assessment.**

3. Termination Date: **06/30/2019**

Contract term: **1 year and 364 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **CPS Assessments**

5. Purpose of contract:

**This is a new interlocal revenue agreement that continues ongoing child protective services pursuant to NRS 432B.326.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$574,959.00**

Other basis for payment: \$283,582.00for FY18 and \$291,377.00.00 for FY19

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**This is a revenue contract pursuant to NRS 432B.326.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a revenue contract pursuant to NRS 432B.326.**

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

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

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

This is a revenue contract pursuant to NRS 432B.326.o

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

Churchill County

13. 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:

DCFS - Service is satisfactory.

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mmason	07/07/2017 12:15:02 PM
Division Approval	mmason	07/07/2017 12:15:05 PM
Department Approval	jkolenut	07/07/2017 12:47:39 PM
Contract Manager Approval	sknigge	07/11/2017 14:44:48 PM
Budget Analyst Approval	dreynol2	07/11/2017 14:45:11 PM
BOE Agenda Approval	nhovden	07/11/2017 15:51:31 PM
BOE Final Approval	Pending	



DEPARTMENT OF HEALTH & HUMAN SERVICES  
DIVISION OF CHILD AND FAMILY SERVICES  
4126 Technology Way, 3<sup>rd</sup> Floor  
Carson City, Nevada 89706  
(775) 684-4400

MEMORANDUM

TO: James Wells, Director, Governor's Finance Office

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

*SM* THROUGH: Sharon Benson, Senior Deputy Attorney General, Attorney General's Office

FROM: Kelly Wooldridge, Administrator, Division of Child and Family Services  
*Kelly Wooldridge*

DATE: July 5, 2017

SUBJECT: Retroactive Contract – Churchill County

---

A retroactive date of July 1, 2017, is requested for the Contract between the Division of Child and Family Services (DCFS) and Churchill County in order to issue an assessment for Child protective service to the County pursuant to NRS 432B.3262.

This intralocal contract is retroactive to the need for the Legislative progress before determination of the correct assessment amount to add to the contract and the subsequent need for the County Board of Commissioners to review and approve the contract.

Thank you for your consideration of this request. If you have any questions please do not hesitate to contact me at (775) 684-4459.

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18836**

Agency Name: <b>DHHS - DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name: <b>LYON COUNTY</b>
Agency Code: <b>409</b>	Contractor Name: <b>LYON COUNTY</b>
Appropriation Unit: <b>3229-00</b>	Address: <b>27 S MAIN ST</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>YERINGTON, NV 89447</b>
If "No" please explain: Not Applicable	Contact/Phone: <b>775/577-5009</b>
	Vendor No.: <b>T40156600AH</b>
	NV Business ID: <b>Government Entitiy</b>

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 %	<b>X</b> Other funding	<b>100.00 % Assessments</b>

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 08/2017

Retroactive? **Yes**

If "Yes", please explain

**This contract is retroactive due to the need for the Legislative progress before determination of the correct assessment.**

3. Termination Date: **06/30/2019**

Contract term: **1 year and 364 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **CPS Assessments**

5. Purpose of contract:

**This is a new interlocal revenue agreement that continues ongoing child protective services pursuant to NRS 432B.326.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,102,256.00**

Other basis for payment: \$552,820.00 for FY18 and \$549,436.00 for FY19.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

This is a revenue contract pursuant to NRS 432B.326.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a revenue contract pursuant to NRS 432B.326.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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



This is a revenue contract pursuant to NRS 432B.326.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

Lyon County

13. 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:

DCFS - Service satisfactory

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mmason	07/07/2017 12:15:28 PM
Division Approval	mmason	07/07/2017 12:15:32 PM
Department Approval	jkolenut	07/07/2017 12:43:41 PM
Contract Manager Approval	sknigge	07/07/2017 16:27:42 PM
Budget Analyst Approval	dreynol2	07/11/2017 13:29:48 PM
BOE Agenda Approval	nhovden	07/11/2017 15:45:42 PM
BOE Final Approval	Pending	



DEPARTMENT OF HEALTH & HUMAN SERVICES  
DIVISION OF CHILD AND FAMILY SERVICES  
4126 Technology Way, 3<sup>rd</sup> Floor  
Carson City, Nevada 89706  
(775) 684-4400

MEMORANDUM

TO: James Wells, Director, Governor's Finance Office

THROUGH: Richard Whitley, Director, Department of Health and Human Services  
*[Handwritten signature]*

THROUGH: Sharon Benson, Senior Deputy Attorney General, Attorney General's Office  
*[Handwritten initials]*

FROM: Kelly Wooldridge, Administrator, Division of Child and Family Services  
*[Handwritten signature]*

DATE: July 5, 2017

SUBJECT: Retroactive Contract – Lyon County

---

A retroactive date of July 1, 2017, is requested for the Contract between the Division of Child and Family Services (DCFS) and Lyon County in order to issue an assessment for Child protective service to the County pursuant to NRS 432B.3262.

This intralocal contract is retroactive to the need for the Legislative progress before determination of the correct assessment amount to add to the contract and the subsequent need for the County Board of Commissioners to review and approve the contract.

Thank you for your consideration of this request. If you have any questions please do not hesitate to contact me at (775) 684-4459.

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>15862</b>	Amendment Number: <b>3</b>	
Agency Name: <b>DHHS - DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name: <b>Morrison Management Specialists, Inc.</b>	Contractor Name: <b>Morrison Management Specialists, Inc.</b>
Agency Code: <b>409</b>	Address: <b>1727 Axenty Way</b>	
Appropriation Unit: <b>3646-04</b>	City/State/Zip: <b>Redondo Beach, CA 90278</b>	
Is budget authority available?: <b>Yes</b>	Contact/Phone: <b>630-441-3774</b>	
If "No" please explain: <b>Not Applicable</b>	Vendor No.: <b>PUR0002019A</b>	
	NV Business ID: <b>NV20011302439</b>	

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

<input checked="" type="checkbox"/>	General Funds	51.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	38.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>11.00 % rental income</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/13/2014**

Anticipated BOE meeting date 08/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved **08/31/2017**

Termination Date:

Contract term: **4 years and 19 days**

4. Type of contract: **Contract**

Contract description: **food services**

5. Purpose of contract:

**This is the third amendment to the original contract which provides breakfast, lunch, dinner and snack service to patients at the Desert Willow Treatment Center. This amendment extends the termination date from August 31, 2017 to August 31, 2018, increases the sliding scale cost of meals by 3% due to the decrease in number of beds and increases the maximum amount from \$1,180,985.57 to \$1,321,948.57 due to the continued need for these services.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	
1. The max amount of the original contract:	\$425,000.00	\$425,000.00	\$425,000.00	Yes - Action
a. Amendment 1:	\$376,048.00	\$376,048.00	\$376,048.00	Yes - Action
b. Amendment 2:	\$379,937.57	\$379,937.57	\$379,937.57	Yes - Action
2. Amount of current amendment (#3):	\$140,963.00	\$140,962.57	\$140,962.57	Yes - Action
3. New maximum contract amount:	\$1,321,948.57			
and/or the termination date of the original contract has changed to:	08/31/2018			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Food services are required for the hospitalized clients at the Desert Willow Treatment Center.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This facility is not equipped or staffed to provide food services.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

RFP3115 was conducted by State Purchasing. At the conclusion of the review process involving three state agencies, this vendor best met the RFP criteria.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Yes, with DCFS and service was satisfactory.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	prassie1	07/12/2017 15:33:35 PM
Division Approval	mmason	07/12/2017 15:36:06 PM
Department Approval	jkolenut	07/12/2017 15:59:08 PM
Contract Manager Approval	sknigge	07/12/2017 16:10:34 PM

Budget Analyst Approval  
BOE Agenda Approval

dreynol2  
nhovden

07/14/2017 10:08:45 AM  
07/17/2017 08:40:22 AM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>16856</b>	Amendment Number: <b>2</b>
Agency Name: <b>DEPARTMENT OF CORRECTIONS</b>	Legal Entity Name: <b>Dayton Valley Turf, Inc.</b>
Agency Code: <b>440</b>	Contractor Name: <b>Dayton Valley Turf, Inc.</b>
Appropriation Unit: <b>3719-00</b>	Address: <b>290 Kietzke Lane</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89502</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Cary T. Yamamoto, President 775/337-2992</b>
	Vendor No.:
	NV Business ID: <b>NV19881018666</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Revenue</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/08/2015**

Anticipated BOE meeting date 08/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved **09/07/2017**

Termination Date:

Contract term: **4 years**

4. Type of contract: **Revenue Contract**

Contract description: **Land Lease and Labor**

5. Purpose of contract:

**This is the second amendment to the original revenue land lease agreement that provides space to Dayton Valley Turf, Inc. for turf/sod operations and provides vocational training and employment to offenders at the Northern Nevada Transitional Housing Center. This amendment extends the termination date from September 7, 2017 to September 7, 2019 and increases the maximum amount from \$64,800.00 to \$117,600.00 due to the continued need to provide vocational training and employment to offenders at the Northern Nevada Transitional Housing.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$64,800.00	\$64,800.00	\$64,800.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#2):	\$52,800.00	\$52,800.00	\$52,800.00	Yes - Action
3. New maximum contract amount:	\$117,600.00			
and/or the termination date of the original contract has changed to:	09/07/2019			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS 209.189 The Fund for Prison Industries is hereby created as an enterprise fund to receive all revenues derived from programs for vocational training and employment of offenders and to receive all revenues raised by the department from private employers for the leasing of space within the department. As a condition of this lease, Dayton Valley Turf, Inc will provide employment and vocational training for offenders housed at Northern Nevada Transitional Housing Center.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a revenue generating contract.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

NRS 209.189 - Created an enterprise fund to receive all revenues raised by the department from private employers for leasing of space.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ddastal	06/02/2017 12:53:30 PM
Division Approval	amonro1	06/06/2017 11:29:06 AM

Department Approval	sewart	06/06/2017 17:08:50 PM
Contract Manager Approval	jhardy	06/20/2017 15:01:19 PM
Budget Analyst Approval	bmacke1	06/21/2017 07:41:54 AM
BOE Agenda Approval	pnicks	06/22/2017 11:27:17 AM



### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18958**

Agency Name: <b>COMMISSION ON MINERAL RESOURCE</b>	Legal Entity Name: Board of Regents-UNR
Agency Code: <b>500</b>	Contractor Name: <b>Board of Regents-UNR</b>
Appropriation Unit: <b>4219-09</b>	Address: <b>UNR Controller's Office Mail Stop 0124</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89557-0124</b>
If "No" please explain: Not Applicable	Contact/Phone: Thomas Landis 775-784-4040
	Vendor No.: D35000816
	NV Business ID: NV20161295653

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 %	<b>X</b> Other funding	<b>100.00 % Mining Claims</b>

2. Contract start date:

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

Anticipated BOE meeting date 08/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2019**

Contract term: **1 year and 333 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Industry Reports**

5. Purpose of contract:

**This is a new contract to provide for the publication of annual mineral industry related reports and for the curation and associated database management by the Nevada Bureau of Mines and Geology of oil, gas, and geothermal drill cuttings and well information generated by operators under permits issued by the Division.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$170,000.00**

Other basis for payment: Fixed price; \$85,000 for Fiscal Year 2018 and \$85,000 for Fiscal Year 2019.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Under the authority of NRS 522.040 and pursuant to NAC 522.215 and NAC 522.510 two sets of drill cuttings and one copy of all logging surveys are to be filed by oil and gas operators with the Nevada Bureau of Mines and Geology (NBMG) to be made available for public inspection when the records are no longer confidential. Similar requirements exist for geothermal operators under the authority of NRS 534A.090 and pursuant to NAC 534A.310 and NAC 534A.550. The curation and public availability of these records are critical to further exploration of oil, gas and geothermal resources in Nevada. Under authority of NRS 513.073, the Division is to encourage exploration of oil, gas, and geothermal energy and minerals within this State and collect and disseminate information pertaining to any program administered by the Division.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

For curation and public availability of oil, gas, and geothermal records, the Nevada Bureau of Mines and Geology (NBMG) utilizes the same staff, student resources, scanning equipment, tracking software, online services and warehouse space as is currently utilized for general geological information, maps, samples and reports. The Division does not have sufficient staff, expertise, and resources necessary to publish mineral industry and exploration reports and certain special reports which may be requested from the Commission on Mineral Resources.

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?

At the March 2, 2017 quarterly public meeting of the Commission on Mineral Resources, the Commission discussed the need for these services and approved funding a contract with the Nevada Bureau of Mines and Geology for \$85,000 in fiscal years 2018 and 2019, Item II. C. in attached minutes of that meeting.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dvisher	07/05/2017 09:20:03 AM
Division Approval	dvisher	07/05/2017 09:20:06 AM
Department Approval	dvisher	07/05/2017 09:20:09 AM
Contract Manager Approval	dvisher	07/05/2017 09:20:13 AM
Budget Analyst Approval	cmurph3	07/11/2017 09:44:15 AM
BOE Agenda Approval	cmurph3	07/11/2017 09:44:18 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: **18945**

Agency Name: <b>DPS-EMERGENCY MANAGEMENT</b>	Legal Entity Name: <b>ESI ACQUISITION, INC.</b>
Agency Code: <b>654</b>	Contractor Name: <b>ESI ACQUISITION, INC.</b>
Appropriation Unit: <b>3673-04</b>	Address: <b>6451 N FEDERAL HWY SUITE 1000</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>FT LAUDERDALE, FL 33308-1424</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>954-334-6681</b>
	Vendor No.: <b>PUR0003675A</b>
	NV Business ID: <b>NV20121279219</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2018-2022</b>

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

<input checked="" type="checkbox"/> General Funds	<b>20.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	<b>80.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2017**  
Anticipated BOE meeting date **08/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **09/30/2021**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **WebEOC**

5. Purpose of contract:

**This is a new contract to continue ongoing an annual user license agreement and software support for the Department of Public Safety, Division of Emergency Management, Crisis Information Management Software, WebEOC.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$129,851.46**

Other basis for payment: payment as set forth in the consideration paragraph of the contract.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

This contract is for the annual license, maintenance, technical support and potential training related to the State Emergency Operations Center Crisis Information Management Software. The SEOC utilizes an online and networked computerized system for collection, storing and managing incident information and resources before, during and after emergencies or disasters.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a vendor specific product that integrates within the Division of Emergency Management's information management system (WebEOC) allowing emergency management agencies statewide access to the information.

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?

Direct purchase of maintenance and support for systems already purchased per State Purchasing.

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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 is currently under contract with the Division of Emergency Management. The vendor has also been under contract with the Division of Health. Vendor performance has been satisfactory.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

Eric Wilson, ASO I Ph: 775-687-0316

Kendall Herzer, Program Officer Ph: 702-486-4330

Judith Lyman, Management Analyst I Ph: 775-687-0324

null, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jlun1	06/29/2017 16:45:00 PM
Division Approval	jdibasil	07/03/2017 11:33:51 AM
Department Approval	kdefe1	07/03/2017 13:50:28 PM
Contract Manager Approval	kdefe1	07/03/2017 13:50:31 PM
Budget Analyst Approval	jrodrig9	07/10/2017 10:14:49 AM
BOE Agenda Approval	pnicks	07/13/2017 11:20:48 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: **18941**

Agency Name: <b>DEPARTMENT OF WILDLIFE</b>	Legal Entity Name: <b>KALKOMEY ENTERPRISES, LLC</b>
Agency Code: <b>702</b>	Contractor Name: <b>KALKOMEY ENTERPRISES, LLC</b>
Appropriation Unit: <b>4461-12</b>	Address: <b>14086 PROTON RD.</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>DALLAS, TX 75244-3601</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Adonis Bitar 972/715-7011</b>
	Vendor No.: <b>PUR0002170A</b>
	NV Business ID: <b>NV20171411693</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2018-2024</b>

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

General Funds	0.00 %	<b>X</b>	Fees	<b>50.00 % Application Hunt</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b>	Other funding	<b>50.00 % Sportsmen</b>

Agency Reference #: **18-01/RFP #3432**

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: **08/07/2023**

Contract term: **6 years and 7 days**

4. Type of contract: **Contract**

Contract description: **Business Support**

5. Purpose of contract:

**This is a new contract to provide a modern and intuitive data system for the business processes related to Wildlife License and Registration, Volunteer Data System, and the Hunt Application System.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$7,500,000.00**

Other basis for payment: As invoiced by the contractor and approved by the State.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

A modern and intuitive data system is required to make the customer experience easier and more efficient, while providing enhanced access to the information and tools NDOW needs to fulfill its mission.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NDOW does not have qualified staff to implement a new data system.

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):

JMT Technology Group  
Systems Consultants  
Kalkomey Enterprises, LLC

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3432, 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: Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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 currently holds a contract with NDOW for Boat and Hunter Education printed materials. Quality of services is satisfactory

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Chet VanDellen, Division Administrator Ph: 775-688-1565

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dwendell	06/29/2017 08:22:15 AM
Division Approval	dwendell	06/29/2017 15:43:37 PM
Department Approval	eobrien	06/29/2017 15:54:04 PM
Contract Manager Approval	dwendell	06/29/2017 15:59:38 PM
EITS Approval	rkeith	07/03/2017 07:30:55 AM
Budget Analyst Approval	cpalme2	07/05/2017 09:39:30 AM
BOE Agenda Approval	cmurph3	07/11/2017 09:48:12 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: **18878**

Agency Name: **DEPARTMENT OF WILDLIFE**  
Agency Code: **702**  
Appropriation Unit: **4467-13**

Is budget authority available?: **Yes**  
If "No" please explain: Not Applicable

Legal Entity Name: **Storm-OV, Inc.**  
Contractor Name: **Storm-OV, Inc.**  
Address: **PO Box 278**  
City/State/Zip: **Beatty, NV 89003-0278**  
Contact/Phone: **Natalie Spicer 775-553-2459**  
Vendor No.: **T29039212**  
NV Business ID: **NV20081077341**

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 17-65

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: **01/31/2019**

Contract term: **1 year and 183 days**

4. Type of contract: **Contract**

Contract description: **Aquatic Restoration**

5. Purpose of contract:

**This is a new contract to provide aquatic habitat restoration to increase available habitat for the Amargosa Toad located near Beatty.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$65,400.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

To prevent extinction and facilitate long-term sustainability for the species, these altered and impacted habitats must be restored to suitable habitat.

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 experience in physical restoration of desert springs.

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):

GCG  
UNR  
Storm-OV, Inc.

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #17-05, 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: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a: Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name? Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes

19. Agency Field Contract Monitor: Brandon Senger, Supervising Fisheries Biologist Ph: 702-486-5127

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dwendell	06/09/2017 10:35:20 AM
Division Approval	kdailey	06/09/2017 11:34:18 AM
Department Approval	eobrien	06/12/2017 14:28:31 PM
Contract Manager Approval	dwendell	06/13/2017 09:16:25 AM
Budget Analyst Approval	cpalme2	06/19/2017 15:31:55 PM
BOE Agenda Approval	cmurph3	06/21/2017 10:39:36 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: **18959**Agency Name: **DCNR - PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4162-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Mineral County Public Works

Contractor Name: **Mineral County Public Works**Address: **PO Box 1035**City/State/Zip: **Hawthorne, NV 89415**

Contact/Phone: Eric Hamrey 775-945-3897

Vendor No.:

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	<b>19.00 %</b>	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
<input checked="" type="checkbox"/>	Highway Funds	<b>81.00 %</b>	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? **Yes**

If "Yes", please explain

**Program was just approved by the 2017 Legislative Session.**3. Termination Date: **06/30/2019**Contract term: **1 year and 333 days**4. Type of contract: **Interlocal Agreement**Contract description: **Road Maintenance**

5. Purpose of contract:

**This is a new interlocal agreement to provide road maintenance for portions of two roads and associated culverts for the Walker River State Recreational Area.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$75,000.00**

Other basis for payment: \$25,200 per year for roads plus \$6,000 per year for maintenance on culvert, and a contingency amount of \$12,600.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The new park, Walker River State Recreational Area, will require road and culvert maintenance in Mineral County.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**We don't have the proper machinery or staff expertise.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

Mineral County

13. 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

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Randy Denter, Park Supervisor Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	07/05/2017 09:56:13 AM
Division Approval	sdecrona	07/05/2017 09:56:15 AM
Department Approval	sdecrona	07/05/2017 09:56:17 AM
Contract Manager Approval	sdecrona	07/05/2017 11:04:42 AM
Budget Analyst Approval	cpalme2	07/12/2017 11:50:07 AM
BOE Agenda Approval	cmurph3	07/14/2017 13:09:44 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
Governor

BRADLEY CROWELL  
Director

Department of Conservation and  
Natural Resources

ERIC M. JOHNSON  
Administrator

STATE OF NEVADA



901 S. Stewart Street,  
Suite 5005  
Carson City, NV  
89701-5248

Phone: (775) 684-2770  
Fax: (775) 684-2777  
stparks@parks.nv.gov  
http:parks.nv.gov

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
DIVISION OF STATE PARKS

July 13, 2017

**MEMORANDUM**

**TO:** Curtis Palmer, Budget Analyst  
Robert Mergell, Deputy Administrator  
Jennifer Idema, Administrative Service Officer  
Bryan Stockton, Deputy Attorney General

**FROM:** Shirley DeCrona, Management Analyst

**SUBJECT: Retroactive Interlocal with Mineral County Public Works for road and culvert maintenance for Walker River State Recreation Area**

---

Nevada State Parks will be reimbursing Mineral County Public Works for road and culvert maintenance for portions of Nine Mile - Sweetwater road and the elbow portion of Sweetwater Road. There is additional maintenance required to portions of roads required to reach the new Walker River State Recreational Area.

I am requesting a retroactive interlocal. The new park, Walker River State Recreation Area, was not approved until July 1. There will be road costs due to the new park that will take place prior to the BOE meeting that we need to reimburse the county for.

Mineral County Public Works agrees to provide the services set forth in paragraph (6) at an estimated cost of \$25,200 per year for portions of road maintenance, and up to \$6,000 per year for culvert related expenses, since this is an estimated cost a contingency of \$12,600.

The interlocal is not to exceed \$75,000 for the two year term through June 30, 2019.

This will be paid out of 416204.

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **18938**

Agency Name:	<b>DCNR - ENVIRONMENTAL PROTECTION</b>	Legal Entity Name:	<b>GLOBAL ENVIRONMENTAL CONSULTING, INC.</b>
Agency Code:	<b>709</b>	Contractor Name:	<b>GLOBAL ENVIRONMENTAL CONSULTING, INC.</b>
Appropriation Unit:	<b>3197-04</b>	Address:	<b>151 N. COUNTRY CLUB DR.</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>MESA, AZ 85201-2442</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>JESSE DAHL 480/371-6700</b>
		Vendor No.:	<b>T81087161</b>
		NV Business ID:	<b>NV20111348631</b>

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **DEP 18-005**

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: **06/30/2019**Contract term: **1 year and 333 days**4. Type of contract: **Contract**Contract description: **Specialty Services**

5. Purpose of contract:

**This is a new contract that continues maintenance and support for a web based data system, data migration assistance, support, and training for the Safe Drinking Water Information System and proprietary add-on tools used by the division.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$162,700.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The NDEP is responsible for implementing the Safe Drinking Water Program (SDWIS) to ensure that public health is protected and is the primacy agency for the federal program. The Division utilizes the USEPA's SDWIS, which includes a federally mandated data system for reporting to the USEPA used to manage all monitoring, compliance, inspection and operator certification information for approximately 600 regulated water systems. The addition of federal Rules implemented by the Division and web based upgrades that EPA has made to SDWIS, necessitate the Division's license upgrades of database add-on tools for effective program management**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a highly specialized application developed by the USEPA which has add-on proprietary tools for use by the Division through this contractor**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?

As per NAC333.150(2)(a)(b)  
Denied as submitted---not required per G. Smith 4/18/13  
SEE: Attached Addl. Info

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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 State has received services provided by the contractor since April 2000. The services provided have met the State's expectations.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

LINH KIEU, Supervisor, ES IV Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ahanso1	07/03/2017 15:07:26 PM
Division Approval	mnguyen	07/03/2017 15:08:11 PM
Department Approval	mnguyen	07/03/2017 15:08:14 PM
Contract Manager Approval	jcoope5	07/11/2017 15:06:12 PM
Budget Analyst Approval	cpalme2	07/12/2017 14:45:06 PM
BOE Agenda Approval	cmurph3	07/12/2017 14:47:36 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: **18943**

Agency Name:	<b>DCNR - ENVIRONMENTAL PROTECTION</b>	Legal Entity Name:	Washoe County Health District
Agency Code:	<b>709</b>	Contractor Name:	<b>Washoe County Health District</b>
Appropriation Unit:	<b>3197-10</b>	Address:	<b>1101 East Ninth Street PO Box 11130</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Reno, NV 89520</b>
If "No" please explain:	Not Applicable	Contact/Phone:	James English 775-328-2610
		Vendor No.:	T40283400Q
		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.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: DEP 18-006

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: **06/30/2019**

Contract term: **1 year and 333 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Water Law/Mgmt Srvcs**

5. Purpose of contract:

**This is a new interlocal agreement that continues assistance to the division in applying Nevada laws governing public water systems.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00**

Other basis for payment: Invoiced expenses per Quarter not to exceed \$125,000 per year.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 445A.925 requires the NDEP and district boards of health to implement Nevada laws and regulations covering public water systems.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NRS 445A.925 requires district boards of health to implement Nevada 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: **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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**Yes** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

14.5%

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

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

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contractor has performed these same services for the Health Division/Bureau of Health Protection Services until July of 2005, and then for NDEP from July 2005 until the present time. Most recent contract services have been performed satisfactorily.

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

My-Linh Nguyen, Bureau Chief Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ahanso1	06/29/2017 08:42:25 AM
Division Approval	mnguyen	06/30/2017 15:08:37 PM
Department Approval	mnguyen	06/30/2017 15:08:41 PM
Contract Manager Approval	jcoope5	07/11/2017 13:38:48 PM
Budget Analyst Approval	cpalme2	07/12/2017 10:14:14 AM
BOE Agenda Approval	cmurph3	07/12/2017 14:21:07 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>18650</b>	Amendment Number: <b>1</b>
Agency Name: <b>B&amp;I - BUSINESS AND INDUSTRY</b>	Legal Entity Name: Nevada Business Opportunity Fund
Agency Code: <b>740</b>	Contractor Name: <b>Nevada Business Opportunity Fund</b>
Appropriation Unit: <b>4677-15</b>	Address: <b>550 East Charleston Blvd. Suite E</b>
Is budget authority available?: <b>No</b>	City/State/Zip: <b>Las Vegas, NV 89104</b>
If "No" please explain: DETR Grant Program approved through Interlocal agreement to be administered by Business and Industry, Office of Business Finance and Planing. Work program pending completion.	Contact/Phone: Leanna Jenkins 702734355

Vendor No.:  
NV Business ID: NV19951044493

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 %	<b>X Other funding</b>	<b>100.00 % Transfer from DETR</b>

Agency Reference #: 740

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 08/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2019**

Contract term: **2 years and 44 days**

4. Type of contract: **Contract**

Contract description: **Vet & Senior Loans**

5. Purpose of contract:

**This is the first amendment to the original contract, which will provide low cost micro loans to veterans and seniors to start small businesses through a nonprofit lender. This amendment increases the maximum amount from \$30,000 to \$300,000 due to the continued need for these services and continued funding available from the Department of Employment Training and Rehabilitation.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$30,000.00	\$30,000.00	\$30,000.00	Yes - Info
2. Amount of current amendment (#1):	\$270,000.00	\$270,000.00	\$300,000.00	Yes - Action
3. New maximum contract amount:	\$300,000.00			

#### II. JUSTIFICATION

7. What conditions require that this work be done?



DETR Grant Program to assist Veterans and Seniors to obtain funding for small business micro loans for starting a business to help this targeted group increase employment.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The agencies are not equipped to underwrite loans, whereas a nonprofit lender already has this capacity in place.

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):

Accion Micro Lending  
Prestomos  
Nevada Business Opportunity Fund

b. Solicitation Waiver: **Not Applicable**

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

This vendor was the sole proposer on the RFP.

d. Last bid date: 01/27/2017 Anticipated re-bid date: 12/01/2021

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lfiguero	06/26/2017 16:50:29 PM
Division Approval	lfiguero	06/26/2017 16:50:33 PM
Department Approval	lfiguero	06/26/2017 16:50:36 PM
Contract Manager Approval	kschno1	06/26/2017 16:59:00 PM
Budget Analyst Approval	aurruty	07/10/2017 09:38:10 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: **16846** Amendment Number: **2**

Agency Name: **B&I - INDUSTRIAL RELATIONS DIV** Legal Entity Name: **Sierra Nevada Administrators**

Agency Code: **742** Contractor Name: **Sierra Nevada Administrators**

Appropriation Unit: **All Budget Accounts - Category 04** Address: **2720 N. Tenaya Way**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89128**

If "No" please explain: **Not Applicable** Contact/Phone: **Barbara Chakos 702-838-8282**

To what State Fiscal Year(s) will the contract be charged? **2016-2019** Vendor No.: **T81071694**

What is the source of funds that 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: **NV19901024930**

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Workers' Compensation and Safety Fund</b>

Agency Reference #: **RFP # 3182**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date **08/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2019**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **UWCCS**

5. Purpose of contract:

**This is the second amendment to the original contract which provides third-party claims administration for the Uninsured Employers Claims Account. This amendment adds the annual payments to the vendor for FY 18 and FY 19, thereby increasing the maximum amount from \$220,000 to \$447,336 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:	\$220,000.00	\$220,000.00	\$220,000.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#2):	\$227,336.00	\$227,336.00	\$227,336.00	Yes - Action
3. New maximum contract amount:	\$447,336.00			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Required per NRS 616C.220. Injured employees shall receive accurate and timely benefits (pursuant to Chapters 616 and 617 of NRS and NAC, inclusive).

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NRS 616C.220 requires that this process must be done by a third-party administrator.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

Nevada Alternative Solutions Inc  
CorVel Enterprise Comp Inc  
Sierra Nevada Administrators  
Verst Group Logistics

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3182, 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: 03/13/2015 Anticipated re-bid date: 03/01/2019

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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:

Under current contract since 7/1/2015 with Business and Industry, Workers Compensation Section. Work performed has been satisfactory.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ljon13	06/23/2017 11:50:35 AM
Division Approval	ljon13	06/23/2017 11:50:38 AM
Department Approval	jhanse4	06/26/2017 17:10:00 PM
Contract Manager Approval	jestrad1	06/27/2017 08:29:38 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: <b>CONV5970</b>	Amendment Number: <b>5</b>
Agency Name: <b>DEPT OF MOTOR VEHICLES</b>	Legal Entity Name: <b>Intellectual Technology Inc.</b>
Agency Code: <b>810</b>	Contractor Name: <b>Intellectual Technology Inc.</b>
Appropriation Unit: <b>4741-24</b>	Address: <b>1926 Kellog Ave, Ste A</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Carlsbad, CA 92008</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Craig Litchin 7604769100</b>
	Vendor No.: <b>T27006453</b>
	NV Business ID: <b>NV20101412115</b>

To what State Fiscal Year(s) will the contract be charged? **2009-2018**

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 %
<b>X Highway Funds</b>	<b>100.00 %</b>	Other funding	0.00 %

Agency Reference #: **ZA0413**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/08/2008**

Anticipated BOE meeting date **08/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **09/30/2017**

Contract term: **9 years and 206 days**

4. Type of contract: **Contract**

Contract description: **Speciality Services**

5. Purpose of contract:

**This is the fifth amendment to the original contract which provides for the production, printing, and issuance of registration decals, vehicle registration renewal certificates, Motor Carrier International Registration, vehicle identification cab cards as well as, the Print on Demand System that allows DMV offices statewide to print decals and forms at the time of sale. This amendment extends the termination date from September 30, 2017 to March 31, 2018 and increases the maximum amount from \$5,516,087.03 to \$5,876,087.03 due to the need for additional time to complete the Request for Proposal and for a transition period if a different vendor is awarded the contract.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$2,741,744.00	\$2,741,744.00	\$2,741,744.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
b. Amendment 2:	\$1,849,555.00	\$1,849,555.00	\$1,849,555.00	Yes - Action
c. Amendment 3:	\$0.00	\$0.00	\$0.00	No
d. Amendment 4:	\$924,788.03	\$924,788.03	\$924,788.03	Yes - Action
2. Amount of current amendment (#5):	\$360,000.00	\$360,000.03	\$360,000.03	Yes - Action
3. New maximum contract amount:	\$5,876,087.03			

and/or the termination date of  
the original contract has  
changed to:

03/31/2018

## II. JUSTIFICATION

7. What conditions require that this work be done?

The Department is required by statute to furnish vehicle registration decals, certificates for all vehicles, golf cart permits, handicap motorcycle decals, Motor Carrier IRP registration cards/decals, Motor Carrier IFTA stickers, and non-resident business permit decals.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employees to provide this service.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

## III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jgrimmer	07/12/2017 11:29:08 AM
Division Approval	jgrimmer	07/12/2017 11:29:23 AM
Department Approval	cmunoz	07/12/2017 14:48:36 PM
Contract Manager Approval	hazevedo	07/13/2017 14:46:36 PM
Budget Analyst Approval	pnicks	07/14/2017 11:38:37 AM
BOE Agenda Approval	pnicks	07/14/2017 11:38:41 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: **18879**

Agency Name: <b>DETR - EMPLOYMENT SECURITY DIVISION</b>	Legal Entity Name: <b>BOARD OF REGENTS-CSN</b>
Agency Code: <b>902</b>	Contractor Name: <b>BOARD OF REGENTS-CSN</b>
Appropriation Unit: <b>4770-11</b>	Address: <b>CSN CONTROLLERS OFFICE 3200 E CHEYENNE AVE</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>NORTH LAS VEGAS, NV 89030</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702/651-4344</b>
	Vendor No.: <b>D35000800</b>
	NV Business ID: <b>Governmental Entity</b>

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2017**

Anticipated BOE meeting date **08/2018**

Retroactive? **Yes**

If "Yes", please explain

**Necessary documentation from the college(s) for completion of the contract was delayed and, with the BOE meeting date moved forward by one week, there was not adequate time to have a completed contract drafted, signed and delivered by the deadline for July BOE. To avoid disruption of services, the department is requesting BOE approval effective August 1, 2017.**

3. Termination Date: **07/31/2018**

Contract term: **364 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Apprentice Training**

5. Purpose of contract:

**This is a new interlocal agreement that provides ongoing apprenticeship programs. These programs provide training to eligible participants in several occupations such as electrical and plumbing.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$308,381.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

During the 2011 Nevada Legislature session the source of funding for apprenticeship program was moved from the Department of Education to DETR in the Governor's budget. Workforce Innovation and Opportunity Act (WIOA) of 2014.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The division does not employ staff who are qualified to operate an apprenticeship program.

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?

No indirect cost

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Karlene Johnson, ESD Prog Spec III Ph: 775-684-0314

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbende2	06/19/2017 08:43:41 AM
Division Approval	jmcentee	06/29/2017 18:00:10 PM
Department Approval	jmcentee	06/29/2017 18:00:13 PM
Contract Manager Approval	dohl0	06/30/2017 16:30:36 PM
Budget Analyst Approval	tgreenam	07/05/2017 14:52:11 PM
BOE Agenda Approval	sbrown	07/12/2017 09:11:18 AM
BOE Final Approval	Pending	

**EMPLOYMENT SECURITY  
DIVISION**

Workforce Investment  
Support Services



**BRIAN SANDOVAL**  
Governor

**DON SODERBERG**  
Director

**RENEE L. OLSON**  
Administrator

**MEMORANDUM**

**Date:** June 1, 2017

**To:** James R. Wells, Clerk  
Board of Examiners

**From:** *James R. Wells, CFO*  
Don Soderberg, Director, Department of Employment, Training and  
Rehabilitation

**Subject:** Governor's Reserve funds, Apprenticeship Contract, Program Year 2017.

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The Department of Employment Training and Rehabilitation/Employment Security Division respectfully requests approval of the attached contract with College of Southern Nevada retroactive to August 1, 2017, for its contract for Governor's Reserve Apprenticeship Program funding for (PY17-GR-CSN-Apprenticeship) with College of Southern Nevada (CSN.)

All necessary documentation from the college(s) for completion of contracts was delayed, and with the Board of Examiners meeting date moved forward by one week, there was not adequate time to have a completed contract drafted, signed and delivered to the Board of Examiners meeting by the revised June 1, 2017 deadline.

Thank you for your consideration of this request.

**Attachments:** Contract  
Contract Summary

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18882**

Agency Name: <b>DETR - EMPLOYMENT SECURITY DIVISION</b>	Legal Entity Name: <b>BOARD OF REGENTS-TMCC</b>
Agency Code: <b>902</b>	Contractor Name: <b>BOARD OF REGENTS-TMCC</b>
Appropriation Unit: <b>4770-11</b>	Address: <b>TMCC CONTROLLERS OFFICE 7000 DANDINI BLVD</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89512-3999</b>
If "No" please explain: Not Applicable	Contact/Phone: <b>775/673-7155</b>
	Vendor No.: <b>D35000812</b>
	NV Business ID: <b>Governmental Entity</b>

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2017**

Anticipated BOE meeting date 08/2017

Retroactive? **Yes**

If "Yes", please explain

**Necessary documentation from the college(s) for completion of contracts was delayed and with the BOE meeting date moved forward by one week, there was not adequate time to have a completed contract drafted, signed and delivered by the deadline for July BOE. To avoid disruption of services, the department is requesting BOE approval effective August 1, 2017.**

3. Termination Date: **07/31/2018**

Contract term: **364 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Apprentice Training**

5. Purpose of contract:

**This is a new interlocal agreement that continues ongoing apprenticeship programs. These programs provide training to eligible participants in several occupations such as electrical and plumbing.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$67,506.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

During the 2011 Nevada Legislature session the source of funding for apprenticeship programs was moved from the Department of Education to DETR in the Governor's budget. Workforce Innovation and Opportunity Act (WIOA) of 2014.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The division does not employ staff who are qualified to operate an apprenticeship program.

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?

No indirect cost

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Karlene Johnson, ESD Prog Spec III Ph: 775-684-0304

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbende2	06/19/2017 08:41:40 AM
Division Approval	jmcentee	06/29/2017 18:00:48 PM
Department Approval	jmcentee	06/29/2017 18:00:51 PM
Contract Manager Approval	dohl0	06/30/2017 16:32:00 PM
Budget Analyst Approval	tgreenam	07/05/2017 14:52:53 PM
BOE Agenda Approval	sbrown	07/12/2017 09:12:55 AM
BOE Final Approval	Pending	

**EMPLOYMENT SECURITY  
DIVISION**

Workforce Investment  
Support Services



**BRIAN SANDOVAL**  
Governor

**DON SODERBERG**  
Director

**RENEE L. OLSON**  
Administrator

**MEMORANDUM**

**Date:** June 1, 2017

**To:** James R. Wells, Clerk  
Board of Examiners

**From:** *James R. Wells, CFO*  
Don Soderberg, Director, Department of Employment, Training and  
Rehabilitation

**Subject:** Governor's Reserve funds, Apprenticeship Contract, Program Year 2017.

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The Department of Employment Training and Rehabilitation/Employment Security Division respectfully requests approval of the attached contract with Truckee Meadows Community College retroactive to August 1, 2017, for its contract for Governor's Reserve Apprenticeship Program funding for (PY17-GR-TMCC-Apprenticeship) with Truckee Meadows Community College (TMCC.)

All necessary documentation from the college(s) for completion of contracts was delayed, and with the Board of Examiners meeting date moved forward by one week, there was not adequate time to have a completed contract drafted, signed and delivered to the Board of Examiners meeting by the revised June 1, 2017 deadline.

Thank you for your consideration of this request.

**Attachments:** Contract  
Contract Summary

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18929**

Agency Name: <b>DETR - EMPLOYMENT SECURITY DIVISION</b> Agency Code: <b>902</b> Appropriation Unit: <b>4770-12</b> Is budget authority available?: <b>Yes</b> If "No" please explain: Not Applicable	Legal Entity Name: <b>CLARK COUNTY SCHOOL DISTRICT</b> Contractor Name: <b>CLARK COUNTY SCHOOL DISTRICT</b> Address: <b>5100 W SAHARA</b> City/State/Zip: <b>LAS VEGAS, NV 89146</b> Contact/Phone: <b>Pat Skorkowsky 702/799-5310</b> Vendor No.: <b>T40231800</b> NV Business ID: <b>Governmental Entity</b>
--	--

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 %	<b>X Other funding</b>	<b>100.00 % CEP</b>

Agency Reference #: 3034-19-DO

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/08/2017**

Anticipated BOE meeting date 08/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **07/17/2019**

Contract term: **1 year and 343 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Electrical upgrades**

5. Purpose of contract:

**This is a new interlocal contract to provide funding to install electrical upgrades necessary to provide career and college classes that give access and opportunity to current students in comprehensive high schools in North Las Vegas and the Historic West Side of Las Vegas.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$90,000.00**

Other basis for payment: The State will initiate payment upon receipt and approval from the program of an approved itemized invoice.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Buildings 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 have the training or licenses to perform these duties.

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 an Interlocal agreement between State agencies.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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, Department of Employment, Training and Rehabilitation has worked with ClarkCounty School District. Services have been verified as satisfactory.

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

De Sakazar, Program Specialist Ph: 702-486-0541

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbende2	06/27/2017 10:20:46 AM
Division Approval	jmcentee	06/28/2017 08:16:06 AM
Department Approval	jmcentee	06/28/2017 08:16:09 AM
Contract Manager Approval	dohl0	06/28/2017 12:22:08 PM
Budget Analyst Approval	tgreenam	07/10/2017 10:25:56 AM
BOE Agenda Approval	sbrown	07/13/2017 13:53:50 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: **18924**

Agency Name: <b>DETR - EMPLOYMENT SECURITY</b>	Legal Entity Name: <b>The Career Index Corporation</b>
Agency Code: <b>902</b>	Contractor Name: <b>The Career Index Corporation</b>
Appropriation Unit: <b>4770-11</b>	Address: <b>1078 W. Peninsula Drive</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Coeur D'Alene, ID 83184</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>K.D. Nygaard 888-558-1658</b>
	Vendor No.:
	NV Business ID: <b>Pending</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2018-2020</b>

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

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **3078-19-REHAB**

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: **09/30/2019**

Contract term: **2 years and 60 days**

4. Type of contract: **Contract**

Contract description: **SARA**

5. Purpose of contract:

**This is a new contract to provide a solution to the gathering and reporting of the data required for the common performance measures contained in the Workforce Innovation and Opportunity Act (WIOA) across case management systems for the core partners without modifying these existing systems. The project also seeks to increase the core partners ability to share common clients and documentation and recording for those clients. The project is known as "SARA".**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$821,300.00**

Payment for services will be made at the rate of \$800.00 per seat

Other basis for payment: The State will initiate payment upon receipt and approval of an itemized invoice.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The purpose of the SARA project a solution to the gathering and reporting of the data required for the common performance measures contained in the Workforce Innovation and Opportunity Act (WIOA) across case management systems for the core partners without modifying these existing systems. The project also seeks to increase the core partners ability to share common clients and documentation and recording for those clients.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This project crosses across multiple State and local participating agencies. There is no State agency which provides similar 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: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 170502**

**Approval Date: 05/31/2017**

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

Vendor selected by Rehabilitation Services Administration for pilot program for these services. Nevada was selected as one of three states to participate in the pilot. An additional grant opportunity provided for funding to include additional partner agencies for the duration of the project.

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

10. Does the contract contain any IT components? Yes

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

**Registration pending**

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**No** b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

**No** If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

**Registration with Secretary of State pending**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**No** b. If "NO", please explain.

**Registration with Secretary of State pending**

19. Agency Field Contract Monitor:

Janice John, Deputy Administrator Ph: 702-486-5232

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmcentee	06/28/2017 10:24:53 AM
Division Approval	jmcentee	06/28/2017 10:24:56 AM
Department Approval	jmcentee	06/28/2017 10:24:58 AM

Contract Manager Approval	dohl0	06/28/2017 12:25:50 PM
EITS Approval	rkeith	07/03/2017 07:40:14 AM
Budget Analyst Approval	tgreenam	07/18/2017 15:58:41 PM
BOE Agenda Approval	nhovden	07/18/2017 16:13:50 PM
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

<b>Purchasing Use Only:</b>	
Approval#:	170502

**SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM**

**ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

<b>1a</b>	<b>Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:</b>		
	State Agency:	DETR – Rehabilitation Division	
	Contact Name and Title	Phone Number	Email Address
	Benjamin West, Management Analyst III	775-687-6863	b-west@nydetr.org

<b>1b</b>	<b>Vendor Information:</b>	
	Identify Vendor:	The Career Index Corporation
	Contact Name:	KD Nygaard
	Address:	1078 W Peninsula Dr, Coeur D'Alene, ID 83184
	Telephone Number:	(888) 558-1658 ext 804
	Email Address:	kdn@thecareerindex.com

<b>1c</b>	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	Sole or Single Source:	X
	Professional Service Exemption:	

<b>1d</b>	<b>Contract Information:</b>			
	Is this a new Contract?	Yes	X	No
	Amendment:	#		
	CETS:	#		

<b>1e</b>	<b>Term:</b>			
	One (1) Time Purchase:			
	Contract:	Start Date:	July 2017	End Date:

<b>1f</b>	<b>Funding:</b>	
	State Appropriated:	
	Federal Funds:	X
	Grant Funds:	
	Other (Explain):	

<b>1g</b>	<b>Total Estimated Value of this Service Contract, Amendment or Purchase:</b>
	\$1,540,800

05/22/17

2	<b>Provide a description of work/services to be performed or commodity/good to be purchased:</b>
	<i>Provide Automated, web-based mobile compatible virtual assistant (Nicknamed "Sara") to communicate with clients of DETR Vocational Rehabilitation (VR) and Employment Security Divisions, Local Workforce Development Boards, Department of Education and DHHS Division of Welfare Support Services. It also shares data on clients between partner agencies and has the potential to be a common intake system, increasing efficiency and improving quality of service to clients.</i>

3	<b>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</b>
	<i>Sara will reduce redundancy in service delivery among the partner agencies and enable the State to meet the requirements of Federal Workforce Innovation and Opportunity Act (WIOA) and fulfill the goals outlined in Nevada's Unified State Plan to deliver core and intensive services to dislocated workers and other job-seeking clients.</i>

4	<b>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</b>
	<i>No known alternatives to this service exist. Sara is part of a pilot program funded by the Rehabilitation Division's Federal oversight agency, the Rehabilitation Services Administration (RSA). Nevada was selected as one of only three states to participate in this pilot.</i>

5	<b>Were alternative services or commodities evaluated? Check One.</b>	Yes:	<input type="checkbox"/>	No:	<input checked="" type="checkbox"/>
	a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i>				
	b. <i>If not, why were alternatives not evaluated?</i>				
	<i>No known alternatives to this service exist. The RSA, through its Workforce Innovation Technical Assistance Center chose The Career Index program to solve data sharing and reporting requirements for states to meet WIOA requirements, an offered to states to participate in pilot program at no cost to participating states.</i>				

6	<b>Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers MUST accompany this request.</b>	Yes:	<input 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>				
	<b>Term</b>	<b>Value</b>	<b>Short Description</b>	<b>Type of Procurement (RFP#, RFQ#, Waiver #)</b>	
	<i>Start and End Dates</i>				
		\$			
	\$				
	\$				

			\$		
			\$		

7	<p><b>What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?</b></p>
	<p><i>Loss of funding for the pilot program. Loss of Federal grant funding for Statewide implementation. Loss of the ability to test a potential common intake system between all WIOA core programs at no cost to the State.</i></p>

8	<p><b>What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?</b></p>
	<p><i>Staff spoke with other state's VR programs. Staff searched internet for similar services. Staff contacted previously mentioned technical assistance center for any other vendors providing similar products.</i></p>

9	<p><b>Will this purchase obligate the State to this vendor for future purchases? <u>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u></b></p>	Yes:		No:	X
	<p>a. <i>If yes, please provide details regarding future obligations or needs.</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.



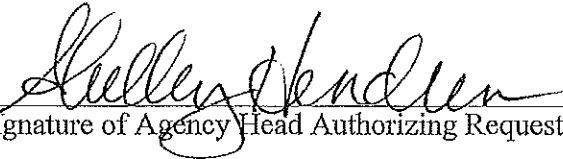
Agency Representative Initiating Request

BENJAMIN WEST

Print Name of Agency Representative Initiating Request

5-19-17

Date



Signature of Agency Head Authorizing Request

Shelley Hendren

Print Name of Agency Head Authorizing Request

5-19-17

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

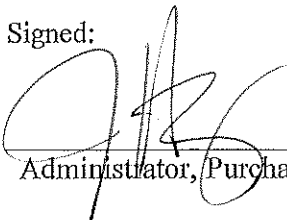
Print Name of Representative Providing Review

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:



Administrator, Purchasing Division or Designee

5-31-2017

Date

Date: \_\_\_\_\_

BOE

OETS 7/15/17

### 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: **18984**

Agency Name:	<b>DHHS - AGING AND DISABILITY SERVICES DIVISION</b>	Legal Entity Name:	<b>NYE COUNTY</b>
Agency Code:	<b>402</b>	Contractor Name:	<b>NYE COUNTY</b>
Appropriation Unit:	<b>3167-00 328000, 329900</b>	Address:	<b>PO BOX 153</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>TONOPAH, NV 89049</b>
If "No" please explain:	<b>Not Applicable</b>	Contact/Phone:	<b>775/482-8191</b>
		Vendor No.:	<b>T80044560</b>
		NV Business ID:	<b>Governmental Entity</b>

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 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Revenue from County</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2017**

Anticipated BOE meeting date **08/2017**

Retroactive?

**Yes**

If "Yes", please explain

*letter attached - print*

This contract requires retroactive start date for the State's obligation to continue to provide these services and ensure continuity of care to children and for reimbursement to ADSD for the non-federal share of funding as payment for children's services per NRS 435.010. The critical nature of services and NRS 435.020 obligate the State to continue providing needed support services. ADSD spent months working with the Counties to get these contracts approved by their monthly commission meetings.

3. Termination Date: ~~06/30/2021~~ **update on agenda continues**

Contract term: **4 years**

4. Type of contract: **Revenue Contract**

Contract description: **Revenue Contract**

5. Purpose of contract: *intellectual agreement*

This is a new revenue contract that continues ongoing service to children with intellectual disabilities and provides structure for county reimbursement of the non-federal share of funding as payment for services. *This agreement automatically renews each year unless terminated by either party*

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

Other basis for payment: Revenue Contract

*update on agenda unlimited*

*and developmental*

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 435.010 and NRS 435.020, Aging and Disability Services Division (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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

13. 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 as of 7/1/13 to 6/30/17. Satisfactory.

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Pending	
Division Approval	Pending	
Department Approval	Pending	
Contract Manager Approval	Pending	
Budget Analyst Approval	Pending	

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.		VARIOUS STATE AGENCIES	CARSON CITY TOYOTA	OTHER: VARIOUS FUNDING	\$5,500,000	
	Contract Description:	This is a new contract to provide vehicle leasing services statewide on an as needed basis.				
		Term of Contract:	08/08/2017 - 08/31/2021	Contract # 18949		
2.		VARIOUS STATE AGENCIES	HERB HALLMAN CHEVROLET DBA CHAMPION CHEVROLET	OTHER: VARIOUS FUNDING	\$5,500,000	
	Contract Description:	This is a new contract to provide vehicle leasing services statewide on an as needed basis.				
		Term of Contract:	08/08/2017 - 08/31/2021	Contract # 18960		
3.		VARIOUS STATE AGENCIES	JONES WEST FORD	OTHER: VARIOUS FUNDING	\$5,500,000	
	Contract Description:	This is a new contract to provide vehicle leasing services statewide on an as needed basis.				
		Term of Contract:	08/08/2017 - 08/31/2021	Contract # 18950		
4.		VARIOUS STATE AGENCIES	RENO BUICK GMC CADILLAC ISUZU TRUCKS	OTHER: VARIOUS FUNDING	\$5,500,000	
	Contract Description:	This is a new contract to provide vehicle leasing services statewide on an as needed basis.				
		Term of Contract:	08/08/2017 - 08/31/2021	Contract # 18957		
5.		VARIOUS STATE AGENCIES	VALLEY AUTOMOTIVE GROUP DBA FORD COUNTRY	OTHER: VARIOUS FUNDING	\$5,500,000	
	Contract Description:	This is a new contract to provide vehicle leasing services statewide on an as needed basis.				
		Term of Contract:	08/08/2017 - 08/31/2021	Contract # 18962		

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18949**

Agency Name: <b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name: Carson City Toyota
Agency Code: <b>MSA</b>	Contractor Name: <b>Carson City Toyota</b>
Appropriation Unit: <b>9999 - All Categories</b>	Address: <b>2590 South Carson Street</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Carson City, NV 89701</b>
If "No" please explain: Not Applicable	Contact/Phone: Dana Whaley 775-882-8211
	Vendor No.: PUR0001343
	NV Business ID: NV19801000510

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 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various funding</b>

Agency Reference #: RFQ 3414

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: **08/31/2021**

Contract term: **4 years and 31 days**

4. Type of contract: **MSA**

Contract description: **Vehicle Leasing**

5. Purpose of contract:

**This is a new contract to provide vehicle leasing services statewide on an as needed basis.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,500,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

State agencies will have the occasional need to lease vehicles rather than purchase.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not employ vehicle leasing experts.

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):

Jones West Ford  
Champion Chevrolet  
Ford Country

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFQ 3414 and in accordance with NRS 333, this vendor met all required qualifications and was selected by an independently appointed evaluation committee. This service will be awarded to all vendors who apply and meet the qualifications.

d. Last bid date: 04/05/2017 Anticipated re-bid date: 04/05/2021

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Carson City Toyota was a contracted vendor for fleet and alternate fuel vehicles for many years and the service was satisfactory.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Heather Moon, Purchasing Officer Ph: 775-684-0179

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2017 13:40:48 PM
Division Approval	mstewa10	07/05/2017 13:40:51 PM
Department Approval	mstewa10	07/05/2017 13:40:53 PM
Contract Manager Approval	hmoon	07/05/2017 13:57:52 PM
Budget Analyst Approval	aurruty	07/13/2017 16:26:14 PM
BOE Agenda Approval	lfree1	07/13/2017 16:42:25 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **18960**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	Herb Hallman Chevrolet dba Champion Chevrolet
Agency Code:	<b>MSA</b>	Contractor Name:	<b>Herb Hallman Chevrolet dba Champion Chevrolet</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>800 Kietzke Lane</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Reno, NV 89502</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Kyle Outland 775-334-6525
		Vendor No.:	PUR0000102
		NV Business ID:	NV19661001930

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 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Funding</b>

Agency Reference #: RFQ 3414

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: **08/31/2021**Contract term: **4 years and 31 days**4. Type of contract: **MSA**Contract description: **Vehicle Leasing**

5. Purpose of contract:

**This is a new contract to provide vehicle leasing services statewide on an as needed basis.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

State agencies will have the occasional need to lease vehicles rather than purchase.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not employ vehicle leasing experts.

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):

Jones West Ford  
Ford Country  
Carson City Toyotab. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFQ 3414 and in accordance with NRS 333, this vendor met all required qualifications and was selected by an independently appointed evaluation committee. This service will be awarded to all vendors who apply and meet the qualifications.

d. Last bid date: 04/05/2017 Anticipated re-bid date: 04/05/2021

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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:

Champion Chevrolet is currently awarded the fleet, alternate fuel and police vehicle bids. The services have been satisfactory.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Heather Moon, Purchasing Officer I Ph: 775-684-0179

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2017 13:40:15 PM
Division Approval	mstewa10	07/05/2017 13:40:17 PM
Department Approval	mstewa10	07/05/2017 13:40:19 PM
Contract Manager Approval	hmoon	07/05/2017 13:58:43 PM
Budget Analyst Approval	aurruty	07/13/2017 16:26:37 PM
BOE Agenda Approval	lfree1	07/13/2017 16:54:26 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: **18950**

Agency Name: <b>MSA MASTER SERVICE AGREEMENTS</b> Agency Code: <b>MSA</b> Appropriation Unit: <b>9999 - All Categories</b> Is budget authority available?: <b>Yes</b> If "No" please explain: Not Applicable	Legal Entity Name: <b>Jones West Ford</b> Contractor Name: <b>Jones West Ford</b> Address: <b>3600 Kietzke Lane</b> City/State/Zip: <b>Reno, NV 89502</b> Contact/Phone: <b>tsew777@jwford.com 775-829-3200</b> Vendor No.: <b>PUR0000099</b> NV Business ID: <b>NV19771001026</b>
--	--

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 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Funding</b>

Agency Reference #: RFQ 3414

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: **08/31/2021**

Contract term: **4 years and 31 days**

4. Type of contract: **MSA**

Contract description: **Vehicle Leasing**

5. Purpose of contract:

**This is a new contract to provide vehicle leasing services statewide on an as needed basis.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,500,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

State agencies will have the occasional need to lease vehicles rather than purchase.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not employ vehicle leasing experts.

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):

Reno Buick GMC Cadillac Isuzu Trucks  
Ford Country  
Champion Chevrolet

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFQ 3414 and in accordance with NRS 333, this vendor met all required qualifications and was selected by an independently appointed evaluation committee. This service will be awarded to all vendors who apply and meet the qualifications.

d. Last bid date: 04/05/2017 Anticipated re-bid date: 04/05/2021

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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:

Jones West Ford is a current vendor for the fleet, alternate fuel and police vehicle contracts and the services have been satisfactory.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Heather Moon, Purchasing Officer Ph: 775-684-0179

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2017 13:41:20 PM
Division Approval	mstewa10	07/05/2017 13:41:23 PM
Department Approval	mstewa10	07/05/2017 13:41:25 PM
Contract Manager Approval	hmoon	07/05/2017 13:59:31 PM
Budget Analyst Approval	aurruty	07/13/2017 16:26:58 PM
BOE Agenda Approval	lfree1	07/13/2017 16:32:36 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: **18957**

Agency Name: <b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name: <b>Reno Dealership Group</b>
Agency Code: <b>MSA</b>	Contractor Name: <b>Reno Buick GMC Cadillac Isuzu Trucks</b>
Appropriation Unit: <b>9999 - All Categories</b>	Address: <b>900 Kietzke Lane</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89502</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Dan Nichols 775-690-8231</b>
	Vendor No.: <b>PUR0005011</b>
	NV Business ID: <b>NV20101834579</b>

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 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various funding</b>

Agency Reference #: **RFQ 3414**

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: **08/31/2021**

Contract term: **4 years and 31 days**

4. Type of contract: **MSA**

Contract description: **Vehicle Leasing**

5. Purpose of contract:

**This is a new contract to provide vehicle leasing services statewide on an as needed basis.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,500,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

State agencies will have the occasional need to lease vehicles rather than purchase.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not employ vehicle leasing experts.

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):

Jones West Ford  
Champion Chevrolet  
Ford Country

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFQ 3414 and in accordance with NRS 333, this vendor met all required qualifications and was selected by an independently appointed evaluation committee. This service will be awarded to all vendors who apply and meet the qualifications.

d. Last bid date: 04/05/2017 Anticipated re-bid date: 04/05/2021

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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 Buick GMC Cadillac Isuzu Trucks is a current vendor for the fleet and alternate fuel vehicle contracts and the services have been satisfactory.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**No** b. If "No", please explain:

**Reno Dealership Group is doing business as Reno Buick GMC Cadillac Isuzu Trucks.**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Heather Moon, Purchasing Officer I Ph: 775-684-0179

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2017 13:42:16 PM
Division Approval	mstewa10	07/05/2017 13:42:19 PM
Department Approval	mstewa10	07/05/2017 13:42:21 PM
Contract Manager Approval	hmoon	07/14/2017 07:31:01 AM
Budget Analyst Approval	aurruty	07/14/2017 09:01:29 AM
BOE Agenda Approval	lfree1	07/14/2017 13:40:28 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: **18962**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	Valley Automotive Group dba Ford Country
Agency Code:	<b>MSA</b>	Contractor Name:	<b>Valley Automotive Group dba Ford Country</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>280 N. Gibson Road</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Henderson, NV 89014</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Tom Craddock 702-558-8064
		Vendor No.:	PUR0004140
		NV Business ID:	NV19911056396

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 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Funding</b>

Agency Reference #: RFQ 3414

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: **08/31/2021**

Contract term: **4 years and 31 days**

4. Type of contract: **MSA**

Contract description: **Vehicle Leasing**

5. Purpose of contract:

**This is a new contract to provide vehicle leasing services statewide on an as needed basis.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,500,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

State agencies will have the occasional need to lease vehicles rather than purchase.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not employ vehicle leasing experts.

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):

Champion Chevrolet  
Carson City Toyota  
Jones West Ford

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFQ 3414 and in accordance with NRS 333, this vendor met all required qualifications and was selected by an independently appointed evaluation committee. This service will be awarded to all vendors who apply and meet the qualifications.

d. Last bid date: 04/05/2017 Anticipated re-bid date: 04/05/2021

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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:

Ford Country is currently awarded the fleet, alternate fuel and police vehicle bids. The services have been satisfactory.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Heather Moon, Purchasing Officer I Ph: 775-684-0179

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2017 13:39:40 PM
Division Approval	mstewa10	07/05/2017 13:39:43 PM
Department Approval	mstewa10	07/05/2017 13:39:45 PM
Contract Manager Approval	hmoon	07/05/2017 13:58:20 PM
Budget Analyst Approval	aurruty	07/13/2017 16:25:54 PM
BOE Agenda Approval	lfree1	07/13/2017 17:04:09 PM
BOE Final Approval	Pending	

# INFORMATION CONTRACT / LEASE SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	030	ATTORNEY GENERAL'S OFFICE - VICTIMS OF DOMESTIC VIOLENCE	DEPARTMENT OF CORRECTIONS	OTHER	\$35,000	
	Contract Description:	This is a new interlocal revenue agreement to provide ongoing 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 # 18893			
2.	030	ATTORNEY GENERAL'S OFFICE	LEGAL WINGS, INC.	GENERAL	\$25,000	
	Contract Description:	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.				
	Term of Contract:	07/01/2015 - 06/30/2019	Contract # 16656			
3.	040	SECRETARY OF STATE'S OFFICE - HELP AMERICA VOTE ACT ELECTIONS ACCOUNT	DEPARTMENT OF MOTOR VEHICLES	GENERAL	\$40,000	
	Contract Description:	This is a new interlocal agreement that continues the ongoing interface between the Secretary of State Voter Registration application and the Department of Motor Vehicles (DMV) database to support the Help America Vote Act (HAVA). DMV will accept and validate records in a batch process against the DMV database. Any records that do not validate against the DMV database will be then processed against the Social Security database for validation. The invalidated records will be returned to HAVA staff.				
	Term of Contract:	07/01/2017 - 06/30/2019	Contract # 18914			
4.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	ACCURATE BUILDING MAINTENANCE, LLC	FEE: BUILDING AND GROUNDS RENT INCOME	\$11,000	
	Contract Description:	This is the second amendment to the original contract, which continues ongoing janitorial services for the Belrose building located in Las Vegas. This amendment extends the termination date from August 31, 2017 to November 30, 2017 and increases the maximum amount from \$178,037 to \$189,037 to cover the additional three months of service and allow the agency to complete the current Request For Proposal process.				
	Term of Contract:	08/31/2013 - 11/30/2017	Contract # 14655			

# INFORMATION CONTRACT / LEASE SUMMARY

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	ACCURATE BUILDING MAINTENANCE, LLC	FEE: BUILDING AND GROUNDS RENT INCOME	\$45,000	
	Contract Description:	This is the first amendment to the original contract, which continues ongoing janitorial services for the Grant Sawyer Office Building located in Las Vegas. This amendment extends the termination date from August 31, 2017 to November 30, 2017 and increases the maximum amount from \$978,629.60 to \$1,023,629 to cover the additional three months of service and allow the agency to complete the current Request For Proposal process.				
	Term of Contract:	08/31/2013 - 11/30/2017	Contract # 14658			
6.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	CARRIER CORPORATION	FEE: BUILDING RENTAL INCOME	\$45,000	
	Contract Description:	This is a new contract to provide heating, ventilation and air conditioning maintenance and repair services the Grant Sawyer Building in Las Vegas.				
	Term of Contract:	07/06/2017 - 06/30/2018	Contract # 18909			
7.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	XCEL MAINTENANCE SERVICES, INC.	FEE: BUILDING RENT INCOME	\$24,300	
	Contract Description:	This is the first amendment to the original contract, which continues ongoing janitorial services for the Department of Motor Vehicles West Flamingo facility Las Vegas. This amendment extends the termination date from August 31, 2017 to November 30, 2017 and increases the maximum amount from \$421,980 to \$446,280 to cover the additional three months of service and allow the agency to complete the current Request For Proposal process.				
	Term of Contract:	08/31/2013 - 11/30/2017	Contract # 14654			

# INFORMATION CONTRACT / LEASE SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
8.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - HEALTH AND HUMAN SERVICES CIP PROJECTS - NON-EXEC	LOMBARD-CONRAD ARCHITECTS, LTD	BONDS	(\$26,967)	Professional Service	
		Contract Description: This is the second amendment of the original contract which provides professional architectural/engineering services for the building exterior energy retrofit project for the Nevada Youth Training Center in Elko: CIP Project No. 15-M41; SPWD Contract No. 109986. This amendment decreases the maximum amount of the contract from \$121,200 to \$94,233 to reflect cancellation of the contract.					
		Term of Contract:	03/08/2016 - 06/30/2019	Contract # 17451			
9.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - VETERANS CIP PROJECTS - NON-EXEC	KAUTZ ENVIRONMENTAL CONSULTANTS, INC.	GENERAL	\$36,050	Professional Service	
		Contract Description: This is a new contract to provide professional environmental consulting services for the Northern Nevada Veterans Home for the purpose of producing an environmental site assessment for the project: CIP Project No. 13-P07; SPWD Contract No. 111269.					
		Term of Contract:	07/12/2017 - 06/30/2019	Contract # 18988			
10.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - CIP PROJECTS - NON-EXEC	NICHOLS CONSULTING ENGINEERS, CHTD	GENERAL	\$19,500	Professional Service	
		Contract Description: This is a new contract for professional architectural/engineering services to provided corrective maintenance and Americans with Disabilities Act parking retrofits for three Northern Nevada Child and Adolescent Services parking lots: CIP project: CIP Project No. 15-S05-(4); SPWD Contract No. 111252.					
		Term of Contract:	07/18/2017 - 06/30/2019	Contract # 18981			

# INFORMATION CONTRACT / LEASE SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
11.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - CIP PROJECTS - NON-EXEC	PAUL CAVIN ARCHITECT, LLC	BONDS	\$49,960	Professional Service
	Contract Description:	This is a new contract for professional architectural/engineering services to provide interior and exterior Americans with Disabilities Act upgrades for Building 2 at the Northern Nevada Child and Adolescent Services facility in Reno: CIP project: CIP Project No. 15-S02-(7); SPWD Contract No. 111254.				
		Term of Contract:	07/17/2017 - 06/30/2019	Contract # 18980		
12.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - CIP PROJECTS - NON-EXEC	HERSHENOW & KLIPPENSTEIN ARCHITECTS, INC.	BONDS	\$21,960	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides professional architectural/engineering services for the life safety upgrades at Lake's Crossing, Project No. 13-M01; Contract No. 86739. This amendment increases the maximum amount from \$105,000 to \$126,960 to integrate the bidding and construction phases of the Control Room Renovations project into a single project.				
		Term of Contract:	11/12/2013 - 06/30/2017	Contract # 15023		
13.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS	CHARLES ABBOTT ASSOCIATES, INC.	OTHER: VARIES DEPENDING UPON THE PROJECT REQUIRING THIS SERVICE	\$40,000	Professional Service
	Contract Description:	This is a new contract to provide ongoing intermittent/on-call building inspector services for CIP Projects in the Reno and Carson City area: SPWD Contract No. 111232.				
		Term of Contract:	06/16/2017 - 06/30/2018	Contract # 18902		



# INFORMATION CONTRACT / LEASE SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
14.	101	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS- NEVADA MAGAZINE	JOSEPH J. LUCA	OTHER: EARNED REVENUE	\$11,400	
	Contract Description:	This is first amendment to the original contract to provide services for magazine newsstand placement and sales nationwide. Services will include: research and report to the Nevada Magazine circulation manager on all industry trends; regularly visit headquarters and regional offices of the national wholesalers to develop and maintain personal contacts and awareness of Nevada Magazine; analyze sales with various wholesalers and selling outlets to determine appropriate draw for each issue; negotiate special rack space trade outs for Nevada Magazine; inform the Nevada Magazine of new distribution options and negotiate wholesaler discounts; and provide expert advice on all distribution topics such as cover design, logo, content, selling points, etc. This amendment extends the termination date from June 30, 2017 to June 30, 2019 and increases the maximum amount from \$10,800 to \$22,200 due to the continued need for these services.				
	Term of Contract:	07/01/2015 - 06/30/2019	Contract # 17024			
15.	102	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	DAVID TAUSSIG & ASSOCIATES, INC.	GENERAL	\$45,000	
	Contract Description:	This is a new contract to provide due diligence reviews of proposed Economic Development Financing Proposals which will enable the office to make determinations for bond financing for infrastructure developments submitted from local entities' governing bodies.				
	Term of Contract:	07/03/2017 - 06/30/2018	Contract # 18868			
16.	102	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	KPS 3, INC.	GENERAL	\$17,500	
	Contract Description:	This is the first amendment to the original contract, which continues ongoing production and distribution of a bimonthly economic development newsletter. This amendment extends the termination date from August 31, 2017 to June 30, 2018 and increases the maximum amount from \$21,000 to \$38,500 due to the continued need for this service.				
	Term of Contract:	11/16/2016 - 06/30/2018	Contract # 18279			
17.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - COMPUTER FACILITY	NEVADA ENERGY SYSTEMS, INC.	FEE: USER	\$25,000	
	Contract Description:	This is a new contract that continues ongoing service and repair for the generator set at the computer facility in Carson City.				
	Term of Contract:	07/01/2017 - 06/30/2021	Contract # 18864			

# INFORMATION CONTRACT / LEASE SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
18.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - NETWORK TRANSPORT SERVICES	ARIZONA NEVADA TOWER CORPORATION	OTHER: REVENUE	\$8,463	
	Contract Description:	This is the second amendment to the original contract which provides rack space rent at Mary's Mountain in Eureka County. This amendment extends the termination date from June 30, 2017 to June 30, 2021 and increases the maximum amount from \$8,537.74 to \$17,000.93 due to rate changes and the continued need for these services.				
	Term of Contract:	10/01/2013 - 06/30/2021	Contract # 14946			
19.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - NETWORK TRANSPORT SERVICES	EUREKA COUNTY	OTHER: REVENUE	\$12,695	
	Contract Description:	This is the first amendment to the original contract which provides rack space rent at Mary's Mountain in Eureka County. This amendment extends the termination date from June 30, 2017 to June 30, 2021 and increases the maximum amount from \$12,806.61 to \$25,501.40 due to rate changes and the continued need for these services.				
	Term of Contract:	10/01/2013 - 06/30/2021	Contract # 14903			
20.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - NETWORK TRANSPORT SERVICES	NEVADA PUBLIC RADIO DBA KNPR KVNC DESERT COMPANION	OTHER: REVENUE	\$18,911	
	Contract Description:	This is the first amendment to the original contract which provides rack space rent at Mount Brock in Nye County. This amendment extends the termination date from June 30, 2017 to June 30, 2021 and increases the maximum amount from \$16,265.04 to \$35,176.20 due to rate changes and the continued need for these services.				
	Term of Contract:	07/01/2013 - 06/30/2021	Contract # 14084			

# INFORMATION CONTRACT / LEASE SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
21.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - NETWORK TRANSPORT SERVICES	LAS VEGAS METROPOLITAN POLICE	OTHER: REVENUE	\$18,753	
	Contract Description:	This is the first amendment to the original contract which provides rack space rent at Apex Peak in Clark County. This amendment extends the termination date from June 30, 2017 to June 30, 2021 and increases the maximum amount from \$15,248.48 to \$34,001.86 due to rate changes and the continued need for these services.				
		Term of Contract:	10/01/2013 - 06/30/2021	Contract # 14650		
22.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - NETWORK TRANSPORT SERVICES	LINCOLN COUNTY TELEVISION DISTRICT	OTHER: REVENUE	\$9,377	
	Contract Description:	This is the first amendment to the original contract which provides rack space rent at Ella Mountain in Lincoln County. This amendment extends the termination date from June 30, 2017 to June 30, 2021 and increases the maximum amount from \$7,624.24 to \$17,000.93 due to rate changes and the continued need for these services.				
		Term of Contract:	10/01/2013 - 06/30/2021	Contract # 14606		
23.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - NETWORK TRANSPORT SERVICES	WESTNET NEVADA, LLC	OTHER: REVENUE	\$8,463	
	Contract Description:	This is the first amendment to the original contract which provides rack space rent at Miller's Mountain in Mineral County. This amendment extends the termination date from June 30, 2017 to June 30, 2021 and increases the maximum amount from \$8,537.74 to \$17,000.93 due to rate changes and the continued need for these services.				
		Term of Contract:	10/01/2013 - 06/30/2021	Contract # 15003		

# INFORMATION CONTRACT / LEASE SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
24.	300	DEPARTMENT OF EDUCATION - OFFICE OF EARLY LEARNING AND DEVELOPMENT	DAVID LEITNER, DBA PACIFIC RESEARCH ASSOCIATES	GENERAL 25% FEDERAL 75%	\$43,250	Professional Service
	Contract Description:	This is the second amendment to the original contract which continues to provide technical support for the 2017-2018 school year data collection for the annual Pre-K student demographics. The work also includes final data turnover and assistance with migration to the Infinite Campus student data collection system. This amendment modifies the scope of work and increases the maximum amount from \$62,250 to \$105,500 due to the continued need for these services and the transition to the state's K-12 data system.				
	Term of Contract:	05/19/2016 - 03/31/2020	Contract # 17595			
25.	315	STATE PUBLIC CHARTER SCHOOL AUTHORITY	ANDREA L. BARRY	FEE: SPONSORSHIP	\$23,000	
	Contract Description:	This is the first amendment to the original contract which provides for an external reviewer to read and evaluate charter school applications and other documents related to the operation and/or authorizing of charter schools. This amendment extends the termination date from June 30, 2017 to June 30, 2020 and increases the maximum amount from \$1,999 to \$24,999 due to an increased application cycle as well as the need for the review of charter amendments.				
	Term of Contract:	07/01/2016 - 06/30/2020	Contract # 18662			
26.	315	STATE PUBLIC CHARTER SCHOOL AUTHORITY	TERESA GERCHMAN	FEE: SPONSORSHIP	\$23,000	
	Contract Description:	This is the first amendment to the original contract which provides for an external reviewer to read and evaluate charter school applications and other documents related to the operation and/or authorizing of charter schools. This amendment extends the termination date from June 30, 2017 to June 30, 2020 and increases the maximum amount from \$1,999 to \$24,999 due to an increased application cycle as well as the need for the review of charter amendments.				
	Term of Contract:	05/08/2017 - 06/30/2020	Contract # 18778			
27.	315	STATE PUBLIC CHARTER SCHOOL AUTHORITY	SIMEON D. STOLZBERG	FEE: SPONSORSHIP	\$23,000	
	Contract Description:	This is the first amendment to the original contract which provides for an external reviewer to read and evaluate charter school applications and other documents related to the operation and/or authorizing of charter schools. This amendment extends the termination date from June 30, 2017 to June 30, 2020 and increases the maximum amount from \$1,999 to \$24,999 due to an increased application cycle as well as the need for the review of charter amendments.				
	Term of Contract:	07/01/2016 - 06/30/2020	Contract # 18598			

# INFORMATION CONTRACT / LEASE SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
28.	315	STATE PUBLIC CHARTER SCHOOL AUTHORITY	KRISTEN VANDAWALKER	FEE: SPONSORSHIP	\$23,000	
	Contract Description:	This is the first amendment to the original contract which provides for an external reviewer to read and evaluate charter school applications and other documents related to the operation and/or authorizing of charter schools. This amendment extends the termination date from June 30, 2017 to June 30, 2020 and increases the maximum amount from \$1,999 to \$24,999 due to an increased application cycle as well as the need for the review of charter amendments.				
	Term of Contract:	07/01/2016 - 06/30/2020	Contract # 18661			
29.	332	DEPARTMENT OF ADMINISTRATION - NEVADA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS	HEADED2, LLC	FEDERAL	\$15,000	
	Contract Description:	This is a new contract to provide an assessment of growth and demand regarding the industries mix of economy and related critical occupations to assist in the development of the mission including the career facilitator role.				
	Term of Contract:	07/14/2017 - 09/30/2019	Contract # 18955			
30.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES	HUMBOLDT COUNTY	OTHER: REVENUE	Unlimited	
	Contract Description:	This is a new interlocal revenue agreement to provide services to children with developmental and intellectual disabilities. This agreement renews each year unless terminated by either party.				
	Term of Contract:	07/01/2017 - Continues	Contract # 18928			
31.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES - LAKE CROSSINGS CENTER	NEVADA ENERGY SYSTEMS, INC.	GENERAL	\$25,000	
	Contract Description:	This is a new contract to provide ongoing maintenance on the generators needed at both facilities for energy backup.				
	Term of Contract:	07/01/2017 - 06/30/2021	Contract # 18683			

# INFORMATION CONTRACT / LEASE SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
32.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - FACILITY FOR THE MENTAL OFFENDER	B.T. MANCINI COMPANY, INC.	GENERAL	\$21,739	
		<p>Contract Description: This is a new contract to remove old carpet, move furniture and install new carpet and vinyl base.</p> <p>Term of Contract: 06/27/2017 - 06/30/2017 Contract # 18884</p>				
33.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - RURAL CLINICS	BOYD C. BETTERIDGE, DBA BETTERIDGE JANITORIAL SERVICE	GENERAL	\$7,820	
		<p>Contract Description: This is the second amendment to the original contract which provides ongoing janitorial services for the Battle Mountain Mental Health Center. This amendment extends the termination date from June 30, 2017 to June 30, 2019 and increases the maximum amount from \$8,160 to \$15,980 due to a lease extension at the current location and the continued need for these services.</p> <p>Term of Contract: 07/29/2015 - 06/30/2019 Contract # 16928</p>				
34.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - RURAL CLINICS	QUINTIN TUELLER	GENERAL	\$11,600	
		<p>Contract Description: This is the second amendment to the original contract which provides janitorial services for the Lovelock Mental Health Center. This amendment extends the termination date from June 30, 2017 to June 30, 2019 and increases the maximum amount from \$11,600 to \$23,200 due to a lease extension at the current location.</p> <p>Term of Contract: 07/01/2015 - 06/30/2019 Contract # 16863</p>				
35.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - NEVADA YOUTH TRAINING CENTER	CANYON CONSTRUCTION COMPANY	GENERAL	\$22,355	
		<p>Contract Description: This is a new contract for an approved deferred maintenance project for the repair and replacement of water isolation valves.</p> <p>Term of Contract: 06/16/2017 - 06/30/2017 Contract # 18685</p>				

# INFORMATION CONTRACT / LEASE SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
36.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – CHILD AND FAMILY SERVICES - NEVADA YOUTH TRAINING CENTER	CANYON CONSTRUCTION COMPANY	GENERAL	\$17,712	
	Contract Description:	This is a new contract for an approved deferred maintenance project to repair the school sewer line in order to prevent backups.				
		Term of Contract:	06/16/2017 - 06/30/2017	Contract # 18695		
37.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – CHILD AND FAMILY SERVICES - NEVADA YOUTH TRAINING CENTER	ROE PAINTING, INC.	GENERAL	\$22,475	
	Contract Description:	This is a new contract for an approved deferred maintenance project to refinish the floors of the Forester Dorm for the safety of the youth.				
		Term of Contract:	06/21/2017 - 06/30/2017	Contract # 18766		
38.	431	OFFICE OF THE MILITARY	ETC GROUP, LLC	FEDERAL	\$21,600	Professional Service
	Contract Description:	This is a new contract for professional facility audit services for the National Guard's Las Vegas Readiness Center and Field Maintenance Shop 7.				
		Term of Contract:	06/15/2017 - 06/01/2018	Contract # 18901		
39.	440	DEPARTMENT OF CORRECTIONS - OFFENDERS' STORE FUND	WILD WEST VENDING, LLC	OTHER: REVENUE	\$43,185	
	Contract Description:	This is a new revenue contract to continue ongoing vending machine services for Ely State Prison, Ely Conservation Camp and Pioche Conservation Camp.				
		Term of Contract:	07/10/2017 - 06/30/2021	Contract # 18919		
40.	440	DEPARTMENT OF CORRECTIONS - SOUTHERN DESERT CORRECTIONAL CENTER	JAMES F. THOMSON, JR. DBA AMERICAN SOUTHWEST ELECTRIC	GENERAL	\$21,600	Sole Proprietor
	Contract Description:	This is a new contract to provide laboratory testing, loading, transporting and disposal of 600 yards of dry and wet pond sludge.				
		Term of Contract:	06/20/2017 - 07/31/2017	Contract # 18888		



# INFORMATION CONTRACT / LEASE SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
41.	440	DEPARTMENT OF CORRECTIONS – ELY STATE PRISON	LINCOLN COUNTY - TRI-COUNTY WEED CONTROL	GENERAL	\$10,338	
	Contract Description:	This is a new interlocal revenue agreement that continues spraying weed abatement chemicals around the fence perimeter. Term of Contract: 07/01/2017 - 06/30/2021 Contract # 18908				
42.	550	DEPARTMENT OF AGRICULTURE - ADMINISTRATION	AMERICAN CHILLER SERVICE, INC.	GENERAL	\$23,938	
	Contract Description:	This is a new contract to provide preventative and routine maintenance for the HVAC system in the Sparks headquarter building. Term of Contract: 07/17/2017 - 06/30/2019 Contract # 18978				
43.	611	GAMING CONTROL BOARD	PACIFIC STATES COMMUNICATIONS OF NEVADA, INC.	GENERAL 71% FEDERAL 29%	\$12,368	
	Contract Description:	This is a new contract to provide installation and training services pertaining to a new telephone system in the Carson City office. Term of Contract: 06/21/2017 - 08/30/2017 Contract # 18907				
44.	653	DEPARTMENT OF PUBLIC SAFETY - INVESTIGATIONS	BEHIND THE SCENE CLEANING SERVICE, INC.	GENERAL	\$6,860	
	Contract Description:	This is the first amendment to the original contract which provides janitorial services in Fallon. This amendment extends the termination date from August 30, 2017 to August 31, 2019 and increases the maximum amount from \$6,740 to \$13,600 due to the continued need for the services. Term of Contract: 09/25/2015 - 08/31/2019 Contract # 17086				
45.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – STATE PARKS	ASSOCIATED CHAPELS, DBA A SPECIAL MEMORY WEDDING CHAPEL	OTHER: REVENUE	\$15,000	
	Contract Description:	This is a new revenue contract to conduct commercial wedding ceremonies and wedding photo tours at Valley of Fire State Park. Term of Contract: 06/30/2017 - 06/10/2019 Contract # 18915				
46.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS	DYER ENGINEERING CONSULTANTS, INC.	GENERAL	\$49,000	
	Contract Description:	This is a new contract for design and implementation of a drought resistant potable water supply to Lahontan State Recreational Area. Term of Contract: 07/03/2017 - 09/30/2018 Contract # 18921				



# INFORMATION CONTRACT / LEASE SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
47.	705	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - WATER RESOURCES - USGS CO-OP- NON-EXEC	U.S. GEOLOGICAL SURVEY	OTHER: PASS THROUGH FUNDS 63% FEDERAL 37%	\$48,190	
	Contract Description:	This is a new Joint Funding Agreement for the ongoing operation and maintenance of a streamflow gaging station on Maggie Creek and a crest stage gage on Simon Creek. Discharge data are collected, reviewed and made available in the annual publication "Water-Resources Data - Nevada" and posted on the U.S. Geological Survey NWIS web site.				
		Term of Contract:	07/01/2017 - 06/30/2019	Contract # 18870		
48.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - ADMINISTRATION	U.S DEPARTMENT OF THE INTERIOR – BUREAU OF LAND MANAGEMENT	OTHER: REVENUE	\$15,000	
	Contract Description:	The is a new revenue interlocal agreement that continues the use of land at the Air Operations facility, located in Minden, as a temporary Single Engine Air Tanker reload base and Air Attack parking.				
		Term of Contract:	06/14/2017 - 05/01/2022	Contract # 18866		
49.	707	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS	KPS 3, INC.	GENERAL	\$19,500	Exempt
	Contract Description:	This is a new contract to provide the planning, design, development and testing of a new website and logo for the agency.				
		Term of Contract:	06/16/2017 - 10/01/2017	Contract # 18873		
50.	749	DEPARTMENT OF BUSINESS AND INDUSTRY – ATHLETIC COMMISSION	VINCENT F. JERMAN	FEE: ATHLETIC COMMISSION GATE FEES 90% OTHER: TICKET SURCHARGE 10%	\$20,000	Exempt
	Contract Description:	This is a new contract that continues ongoing services to provide Unarmed Combat Inspector services for weigh-ins and events.				
		Term of Contract:	07/17/2017 - 03/31/2021	Contract # 18898		

# INFORMATION CONTRACT / LEASE SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
51.	749	DEPARTMENT OF BUSINESS AND INDUSTRY – ATHLETIC COMMISSION	JACK V. LAZZAROTTO	FEE: ATHLETIC COMMISSION GATE FEES 90% OTHER: TICKET SURCHARGE 10%	\$20,000	Exempt
	Contract Description:	This is a new contract that continues ongoing services to provide Unarmed Combat Inspector services for weigh-ins and events.				
Term of Contract:			07/12/2017 - 06/30/2020	Contract # 18897		
52.	749	DEPARTMENT OF BUSINESS AND INDUSTRY – ATHLETIC COMMISSION	MICHAEL S. MARTINO	FEE: ATHLETIC COMMISSION GATE FEES 90% OTHER: TICKET SURCHARGE 10%	\$20,000	Exempt
	Contract Description:	This is a new contract that continues ongoing services to provide Unarmed Combat Inspector services for weigh-ins and events.				
Term of Contract:			07/12/2017 - 06/30/2020	Contract # 18942		
53.	749	DEPARTMENT OF BUSINESS AND INDUSTRY – ATHLETIC COMMISSION	THOMAS D. MOORE	FEE: ATHLETIC COMMISSION GATE FEES 90% OTHER: TICKET SURCHARGE 10%	\$20,000	Exempt
	Contract Description:	This is a new contract that continues ongoing services to provide Unarmed Combat Inspector services for weigh-ins and events.				
Term of Contract:			07/11/2017 - 03/31/2021	Contract # 18895		
54.	749	DEPARTMENT OF BUSINESS AND INDUSTRY – ATHLETIC COMMISSION	LEON MOREHEAD	FEE: ATHLETIC COMMISSION GATE FEES 90% OTHER: TICKET SURCHARGE 10%	\$20,000	Exempt
	Contract Description:	This is a new contract that continues ongoing services to provide Unarmed Combat Inspector services for weigh-ins and events.				
Term of Contract:			07/12/2017 - 05/01/2020	Contract # 18940		
55.	749	DEPARTMENT OF BUSINESS AND INDUSTRY – ATHLETIC COMMISSION	CARLOS RANGEL	FEE: ATHLETIC COMMISSION GATE FEES 90% OTHER: TICKET SURCHARGE 10%	\$20,000	Exempt
	Contract Description:	This is a new contract that continues ongoing services to provide Unarmed Combat Inspector services for weigh-ins and events.				
Term of Contract:			07/12/2017 - 09/30/2020	Contract # 18899		

# INFORMATION CONTRACT / LEASE SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
56.	749	DEPARTMENT OF BUSINESS AND INDUSTRY – ATHLETIC COMMISSION	LAWRENCE J. RINETTI, JR.	FEE: ATHLETIC COMMISSION GATE FEES 90% OTHER: TICKET SURCHARGE 10%	\$20,000	Exempt
	Contract Description:	This is a new contract that continues ongoing services to provide Unarmed Combat Inspector services for weigh-ins and events.				
		Term of Contract:	07/11/2017 - 09/30/2020	Contract # 18896		
57.	753	DEPARTMENT OF BUSINESS AND INDUSTRY - ATTORNEY FOR INJURED WORKERS	RENO CARSON MESSENGER SERVICE	OTHER: WORKERS' COMPENSATION AND SAFETY FUND	\$16,500	
	Contract Description:	This is a new contract that will provide twice-daily scheduled courier services in order to facilitate service of process and records.				
		Term of Contract:	07/01/2017 - 06/30/2021	Contract # 18894		
58.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	CANYON ELECTRIC COMPANY, INC.	OTHER: BUSINESS ENTERPRISE SET-ASIDE	\$21,702	
	Contract Description:	This is a new contract to provide electrical services located at the Sahara DMV for the completion of the concession stand.				
		Term of Contract:	06/23/2017 - 07/31/2018	Contract # 18875		
59.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - VOCATIONAL REHABILITATION	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION OBO-UNIVERSITY OF NEVADA, LAS VEGAS	GENERAL 21.3% FEDERAL 78.7%	\$24,194	
	Contract Description:	This is a new interlocal agreement to provide Pre-Employment Transition Services (PETS) to disabled youths ages 16 - 21 the tools to seek and retain employment. PETS programs are required under the Workforce Innovation and Opportunity Act which requires that 15% of all federal Rehabilitation funding must be focused on PETS.				
		Term of Contract:	07/10/2017 - 06/30/2018	Contract # 18865		

# INFORMATION CONTRACT / LEASE SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
60.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - VOCATIONAL REHABILITATION	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION OBO—WESTERN NEVADA COLLEGE	GENERAL 21.3% FEDERAL 78.7%	\$18,325	
	Contract Description:	This is a new interlocal agreement to provide Pre-Employment Transition Services (PETS) to disabled youths ages 16 - 21 the tools to seek and retain employment. PETS programs are required under the Workforce Innovation and Opportunity Act which requires that 15% of all federal Rehabilitation funding must be focused on PETS.				
	Term of Contract:	07/18/2017 - 06/30/2018	Contract # 18922			
61.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - VOCATIONAL REHABILITATION	ODYSSEY CHARTER SCHOOL	GENERAL 21.3% FEDERAL 78.7%	\$21,252	Exempt
	Contract Description:	This is a new interlocal agreement to provide Pre-Employment Transition Services (PETS) to disabled youths ages 16 - 21 the tools to seek and retain employment. PETS programs are required under the Workforce Innovation and Opportunity Act which requires that 15% of all federal Rehabilitation funding must be focused on PETS.				
	Term of Contract:	06/01/2017 - 06/30/2018	Contract # 18874			
62.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION OBO - WESTERN NEVADA COLLEGE	FEDERAL	\$18,578	
	Contract Description:	This is a new interlocal agreement that continues funding for the apprenticeship programs. These programs provide training to eligible participants in several occupations such as electrical and plumbing.				
		Term of Contract:	08/01/2017 - 07/31/2018	Contract # 18881		

# INFORMATION CONTRACT / LEASE SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
63.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	STATE OF MONTANA - INFORMATION TECHNICAL SERVICES	FEDERAL	\$15,449	Exempt
	Contract Description:	This is the fourth amendment to the original interlocal agreement which provides hardware, software, infrastructure and personnel to support both the labor market legacy system known as Workforce Informer as well as the new replacement system known as LMInformer. This amendment increases the maximum amount from \$114,550.69 to \$130,000 and extends the termination date from June 30, 2017 to June 30, 2019 due to the continued need for these services.				
		Term of Contract:	04/02/2014 - 06/30/2019	Contract # 15423		
64.	950	PUBLIC EMPLOYEES BENEFITS PROGRAM	NATOMA TECHNOLOGIES, INC.	OTHER: 73% STATE SUBSIDY; 27% PREMIUM REVENUE	\$24,999	
	Contract Description:	This is a new contract to provide analysis of information technology processes to identify areas of efficiency and weakness.				
		Term of Contract:	07/01/2017 - 06/30/2018	Contract # 18906		
65.	B001	LICENSING BOARDS AND COMMISSIONS - ACCOUNTANCY	LOUIS LING	OTHER: AGENCY FUNDS	\$30,000	Exempt
	Contract Description:	This is a new contract for continued legal services required by the Board which includes representation in law suits, disciplinary actions, administrative hearings, legislative assistance and providing specific legal advice.				
		Term of Contract:	09/01/2017 - 08/31/2019	Contract # 18971		
66.	B002	LICENSING BOARDS AND COMMISSIONS - ARCHITECTURE, INTERIOR DESIGN AND RESIDENTIAL DESIGN	LOUIS LING	OTHER: AGENCY FUNDS	\$48,000	Exempt
	Contract Description:	This is a new contract for continued legal services required by the Board which includes representation in law suits, disciplinary actions, administrative hearings, legislative assistance and providing specific legal advice.				
		Term of Contract:	09/01/2017 - 08/31/2019	Contract # 18970		

# INFORMATION CONTRACT / LEASE SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
67.	B003	LICENSING BOARDS AND COMMISSIONS - AUDIOLOGY AND SPEECH PATHOLOGY	ALBERTSONS CONSULTING, INC.	FEE: LICENSING	\$24,500	
	Contract Description:	This is a new contract to provide a web-based licensing and regulatory software and database program. Term of Contract: 06/30/2017 - 06/30/2018 Contract # 18923				
68.	B005	LICENSING BOARDS AND COMMISSIONS - CHIROPRACTIC PHYSICIANS	LOUIS LING	OTHER: AGENCY FUNDS	\$48,000	Exempt
	Contract Description:	This is a new contract for continued legal services required by the Board which includes representation in law suits, disciplinary actions, administrative hearings, legislative assistance and providing specific legal advice. Term of Contract: 09/01/2017 - 08/31/2019 Contract # 18969				
69.	B011	LICENSING BOARDS AND COMMISSIONS - CONTRACTORS	LOUIS LING	OTHER: AGENCY FUNDS	\$43,750	Exempt
	Contract Description:	This is a new contract for continued legal services required by the Board which includes representation in law suits, disciplinary actions, administrative hearings, legislative assistance and providing specific legal advice. Term of Contract: 09/01/2017 - 08/31/2019 Contract # 18968				
70.	B019	LICENSING BOARDS AND COMMISSIONS - DISPENSING OPTICIANS	LOUIS LING	OTHER: AGENCY FUNDS	\$30,000	Exempt
	Contract Description:	This is a new contract for continued legal services required by the Board which includes representation in law suits, disciplinary actions, administrative hearings, legislative assistance and providing specific legal advice. Term of Contract: 09/01/2017 - 08/31/2019 Contract # 18967				
71.	B026	LICENSING BOARDS AND COMMISSIONS - OSTEOPATHIC MEDICINE	LOUIS LING	OTHER: AGENCY FUNDS	\$48,000	Exempt
	Contract Description:	This is a new contract for continued legal services required by the Board which includes representation in law suits, disciplinary actions, administrative hearings, legislative assistance and providing specific legal advice. Term of Contract: 09/01/2017 - 08/31/2019 Contract # 18966				

# INFORMATION CONTRACT / LEASE SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
72.	B026	LICENSING BOARDS AND COMMISSIONS - OSTEOPATHIC MEDICINE	WATKINS JACKSON CPA'S	OTHER: AGENCY FUNDS	\$28,500	Exempt
	Contract Description:	This is a new contract to provide audit services for the financial statements of the Board.				
		Term of Contract:	08/12/2017 - 12/31/2019	Contract # 18972		
73.	B028	LICENSING BOARDS AND COMMISSIONS - VETERINARY MEDICAL EXAMINERS	LOUIS LING	OTHER: AGENCY FUNDS	\$48,000	Exempt
	Contract Description:	This is a new contract for continued legal services required by the Board which includes representation in law suits, disciplinary actions, administrative hearings, legislative assistance and providing specific legal advice.				
		Term of Contract:	09/01/2017 - 08/31/2019	Contract # 18965		
74.	333	NEVADA ARTS COUNCIL	RENO MASONIC TEMPLE ASSOCIATION	OTHER: GENERAL FUND 50% AND TRANSFER FROM COMMISSION ON TOURISM 50%	\$19,200	Exempt
	Lease Description:	This is a new lease to store Nevada Touring Initiative exhibits which includes traveling exhibition program art work, crates, materials and periodical building crates.				
		Term of Contract:	07/01/2017 - 06/30/2022	Budget Account #2979		
75.	902	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION	4801 RIVERBEND, LLC DBA 5 <sup>TH</sup> STREET STORAGE	FEDERAL	\$48,960	Exempt
	Lease Description:	This is a lease renewal to extend the existing lease.				
		Term of Contract:	07/01/2017 - 06/30/2019	Budget Account #4770		

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18893**

Agency Name: <b>ATTORNEY GENERAL'S OFFICE</b>	Legal Entity Name: <b>DEPARTMENT OF CORRECTIONS</b>
Agency Code: <b>030</b>	Contractor Name: <b>DEPARTMENT OF CORRECTIONS</b>
Appropriation Unit: <b>1042-00</b>	Address: <b>PO BOX 7011</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>CARSON CITY, NV 89702-7011</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775/887-3309</b>
	Vendor No.:
	NV Business ID: <b>gouvernement entity</b>
To what State Fiscal Year(s) will the contract be charged? <b>2018</b>	

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

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Revenue from outside entities</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2017**

Anticipated BOE meeting date **07/2017**

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 ongoing 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: **\$35,000.00**

#### 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?

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

null, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cschon1	06/13/2017 13:32:07 PM
Division Approval	cschon1	06/13/2017 13:32:09 PM
Department Approval	cschon1	06/13/2017 13:32:11 PM
Contract Manager Approval	Iramire7	06/14/2017 09:34:37 AM
Budget Analyst Approval	myoun3	06/14/2017 14:41:47 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: **16656** Amendment Number: **1**  
 Agency Name: **ATTORNEY GENERAL'S OFFICE** Legal Entity Name: **LEGAL WINGS INC**  
 Agency Code: **030** Contractor Name: **LEGAL WINGS INC**  
 Appropriation Unit: **All Appropriations** Address: **1118 FREMONT ST**  
 Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89101-5406**  
 If "No" please explain: Not Applicable Contact/Phone: Edward Kielty 702/384-0305  
 Vendor No.: T80945612  
 NV Business ID: NV19841012894

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.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**  
 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?

Legal Wings, Inc will provide messenger services for legal documents to be delivered to courts and law offices.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees can not perform this type of 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?

Legal Wings was the only vendor that submitted their proposal for this area.

d. Last bid date: 04/01/2015 Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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:

Legal Wings, Inc has been contract with the OAG since 2011 and has performed satisfactorily.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cschon1	06/01/2017 12:28:18 PM
Division Approval	cschon1	06/01/2017 12:28:20 PM
Department Approval	cschon1	06/01/2017 12:28:22 PM
Contract Manager Approval	lgallow1	06/02/2017 08:26:33 AM
Budget Analyst Approval	myoun3	06/14/2017 14:29:47 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: **18914**

Agency Name: <b>SECRETARY OF STATE'S OFFICE</b>	Legal Entity Name: Motor Vehicles, Department of
Agency Code: <b>040</b>	Contractor Name: <b>Motor Vehicles, Department of</b>
Appropriation Unit: <b>1051-11</b>	Address: <b>555 Wright St</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Carson City, NV 89711</b>
If "No" please explain: Not Applicable	Contact/Phone: Heidi Azevedo 775-684-4504
	Vendor No.:
	NV Business ID: Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	<b>2018-2019</b>

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

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2017**

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: **Interlocal Agreement**

Contract description: **Contract**

5. Purpose of contract:

**This is a new interlocal agreement that continues the ongoing interface between the Secretary of State Voter Registration application and the Department of Motor Vehicles (DMV) database to support the Help America Vote Act (HAVA). DMV will accept and validate records in a batch process against the DMV database . Any records that do not validate against the DMV database will be then processed against the Social Security database for validation. The invalidated records will be returned to HAVA staff.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The interface between DMV and SOS is for the validation of voter records against the DMV database to support the Help America Vote Act

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no employees in SOS office to do this type of work . The work is being conducted by DMV, which is a Nevada State agency

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

13. 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:

DMV and SOS have contracted for these services since 2006 Satisfactory

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pdover	06/22/2017 11:01:59 AM
Division Approval	pdover	06/22/2017 11:02:02 AM
Department Approval	pdover	06/22/2017 11:02:05 AM
Contract Manager Approval	shudder	06/22/2017 11:19:19 AM
Budget Analyst Approval	aurruty	07/20/2017 10:48:56 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: <b>14655</b>	Amendment Number: <b>2</b>
Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>ACCURATE BUILDING MAINTENANCE, LLC</b>
Agency Code: <b>082</b>	Contractor Name: <b>ACCURATE BUILDING MAINTENANCE, LLC</b>
Appropriation Unit: <b>1349-12</b>	Address: <b>4435 W SUNSET RD</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89118</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Ronald L. Finken 702-497-6255</b>
	Vendor No.: <b>T81039103</b>
	NV Business ID: <b>NV19991074849</b>

To what State Fiscal Year(s) will the contract be charged? **2014-2018**

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

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 %</b>
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 92 days**

4. Type of contract: **Contract**

Contract description: **Janitorial Services**

5. Purpose of contract:

**This is the second amendment to the original contract, which continues ongoing janitorial services for the Belrose building located at 620/628 Belrose Street, Las Vegas. This amendment extends the termination date from August 31, 2017 to November 30, 2017 and increases the maximum amount from \$178,037.00 to \$189,037 to cover the additional three months of service and allow the agency to complete the current RPF process for ongoing services.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$169,055.00	\$169,055.00	\$169,055.00	Yes - Action
a. Amendment 1:	\$8,982.00	\$8,982.00	\$8,982.00	No
2. Amount of current amendment (#2):	\$11,000.00	\$19,982.00	\$19,982.00	Yes - Info
3. New maximum contract amount:	\$189,037.00			
and/or the termination date of the original contract has changed to:	11/30/2017			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	06/14/2017 13:13:47 PM
Division Approval	csweeney	06/14/2017 13:13:51 PM
Department Approval	csweeney	06/14/2017 13:13:54 PM
Contract Manager Approval	ssands	06/14/2017 13:26:05 PM





### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>14658</b>	Amendment Number: <b>1</b>
Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>ACCURATE BUILDING MAINTENANCE, LLC</b>
Agency Code: <b>082</b>	Contractor Name: <b>ACCURATE BUILDING MAINTENANCE, LLC</b>
Appropriation Unit: <b>1349-12</b>	Address: <b>3062 SHERIDAN ST SUITE 1</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89102-7819</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702-220-8180</b>
	Vendor No.: <b>T81039103</b>
	NV Business ID: <b>NV19991074849</b>

To what State Fiscal Year(s) will the contract be charged? **2014-2018**

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

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 %</b>
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 **06/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **4 years and 92 days**

4. Type of contract: **Contract**

Contract description: **Janitorial Services**

5. Purpose of contract:

**This is the first amendment to the original contract, which continues ongoing janitorial services for the Grant Sawyer Office Building located at 555 E. Washington Avenue, Las Vegas. This amendment extends the termination date from August 31, 2017 to November 30, 2017 and increases the maximum amount from \$ 978,629.60 to 1,023,629.60 to provide sufficient time to implement Purchasing's new RFP/RFQ contracting process and procedures associated with ongoing janitorial services for state-owned facilities.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$978,629.60	\$978,629.60	\$978,629.60	Yes - Action
2. Amount of current amendment (#1):	\$45,000.00	\$45,000.00	\$45,000.00	Yes - Info
3. New maximum contract amount:	\$1,023,629.60			
and/or the termination date of the original contract has changed to:	11/30/2017			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	06/29/2017 07:41:10 AM
Division Approval	csweeney	06/29/2017 07:41:14 AM
Department Approval	csweeney	06/29/2017 07:41:17 AM
Contract Manager Approval	csweeney	06/29/2017 07:41:24 AM



### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18909**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>CARRIER CORPORATION</b>
Agency Code: <b>082</b>	Contractor Name: <b>CARRIER CORPORATION</b>
Appropriation Unit: <b>1349-12</b>	Address: <b>4444 W RUSSELL RD SUITE E</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89118</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702-970-6394</b>
	Vendor No.: <b>T80884470D</b>
	NV Business ID: <b>NV19791006562</b>

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 %	<b>X</b>	Fees	<b>100.00 % Building Rental Fees Income</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/06/2017**  
Anticipated BOE meeting date **06/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2018**

Contract term: **359 days**

4. Type of contract: **Contract**

Contract description: **HVAC Maintenance**

5. Purpose of contract:

**This is a new contract to provide heating, ventilation and air conditioning maintenance and repair services on an on-call basis for the Grant Sawyer Building in Las Vegas.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00**

Other basis for payment: Regular rates \$105.00; Overtime rates \$135.00; Weekend rates \$159.00 and Holiday rates \$230.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The HVAC system must be maintained.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The B&G department does not have the expertise or personnel

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Carrier Corporation

b. Solicitation Waiver: **Not Applicable**

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

This vendor has been maintaining this HVAC system for the last four years.

d. Last bid date: 05/01/2017 Anticipated re-bid date: 05/01/2018

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

13. 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:

Carrier Corporation has been a vendor with state agencies for many years and service is satisfactory.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

DOUG HARTWELL, FACILITY MANAGER Ph: null null, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	06/29/2017 07:49:03 AM
Division Approval	csweeney	06/29/2017 07:49:05 AM
Department Approval	csweeney	06/29/2017 07:49:10 AM
Contract Manager Approval	ssands	06/29/2017 08:03:01 AM
Budget Analyst Approval	jrodrig9	07/05/2017 15:10:26 PM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>14654</b>	Amendment Number: <b>1</b>
Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>XCEL MAINTENANCE SERVICES INC</b>
Agency Code: <b>082</b>	Contractor Name: <b>XCEL MAINTENANCE SERVICES INC</b>
Appropriation Unit: <b>1349-12</b>	Address: <b>8920 COLORFUL PINES AVE</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89143-4403</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Kastrina Winchell 702-355-3895</b>
	Vendor No.: <b>T81103343</b>
	NV Business ID: <b>NV20021426879</b>

To what State Fiscal Year(s) will the contract be charged? **2014-2018**

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

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Building rent income fees</b>
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: **08/17/2017**

Contract term: **4 years and 92 days**

4. Type of contract: **Contract**

Contract description: **Janitorial Services**

5. Purpose of contract:

**This is the first amendment to the original contract, which continues ongoing janitorial services for the Department of Motor Vehicles facility located at 8250 West Flamingo Road, Las Vegas. This amendment extends the termination date from August 31, 2017 to November 30, 2017 and increases the maximum amount from \$ 421,980.00 to \$ 446,280.00 to cover the additional three months of service and allow the agency to complete the current RPF process for ongoing services.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$421,980.00	\$421,980.00	\$421,980.00	Yes - Action
2. Amount of current amendment (#1):	\$24,300.00	\$24,300.00	\$24,300.00	Yes - Info
3. New maximum contract amount:	\$446,280.00			
and/or the termination date of the original contract has changed to:	11/30/2017			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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 five buildings in Las Vegas and has provided satisfactory service.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**No** b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	06/12/2017 13:14:28 PM
Division Approval	csweeney	06/12/2017 13:14:31 PM
Department Approval	csweeney	06/12/2017 13:14:34 PM

Contract Manager Approval  
Budget Analyst Approval

csweeney  
jrodrig9

06/12/2017 13:14:44 PM  
06/15/2017 17:15:10 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: **17451** Amendment Number: **2**

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION** Legal Entity Name: **LOMBARD-CONRAD ARCHITECTS, Ltd**

Agency Code: **082** Contractor Name: **LOMBARD-CONRAD ARCHITECTS, Ltd**

Appropriation Unit: **1535-16** Address: **392 5th Steet**

Is budget authority available?: **Yes** City/State/Zip: **Elko, NV 89801**

If "No" please explain: **Not Applicable** Contact/Phone: **Byron Smith 775-299-4994**

Vendor No.: **T80997315**

NV Business ID: **NV19991286422**

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 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 109986

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/08/2016**

Anticipated BOE meeting date 07/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2019**

Contract term: **3 years and 113 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

**This is the second amendment of the original contract which provides professional architectural/engineering services for the building exterior energy retrofit project for the Nevada Youth Training Center in Elko: CIP Project No. 15-M41; SPWD Contract No. 109986. This amendment decreases the total maximum amount of the contract from \$121,200 to \$94,233 to reflect cancellation of the contract.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$114,000.00	\$114,000.00	\$114,000.00	Yes - Action
a. Amendment 1:	\$7,200.00	\$7,200.00	\$7,200.00	No
2. Amount of current amendment (#2):	-\$26,967.00	-\$19,767.00	-\$19,767.00	Yes - Info
3. New maximum contract amount:	\$94,233.00			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

2015 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

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

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

13. 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.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amarangi	06/15/2017 16:05:57 PM
Division Approval	amarangi	06/15/2017 16:05:59 PM
Department Approval	amarangi	06/15/2017 16:06:02 PM
Contract Manager Approval	amarangi	06/15/2017 16:06:04 PM
Budget Analyst Approval	jrodrig9	06/15/2017 18:49:17 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: **18988**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>KAUTZ ENVIRONMENTAL CONSULTANTS, INC.</b>
Agency Code: <b>082</b>	Contractor Name: <b>KAUTZ ENVIRONMENTAL CONSULTANTS, INC.</b>
Appropriation Unit: <b>1567 - All Categories</b>	Address: <b>1140 FINANCIAL BLVD SUITE 100</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89502</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>BARBIE HARMON 775-829-4411</b>
	Vendor No.: <b>T32004399</b>
	NV Business ID: <b>NV19941033589</b>

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.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 111269

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/12/2017**

Anticipated BOE meeting date 09/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2019**

Contract term: **1 year and 353 days**

4. Type of contract: **Contract**

Contract description: **Misc Serv Agmt**

5. Purpose of contract:

**This is a new contract to provide professional environmental consulting services for the Northern Nevada Veterans Home for the purpose of producing an environmental site assessment for the project: CIP Project No. 13-P07; SPWD Contract No. 111269.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$36,050.00**

Other basis for payment: Monthly progress payments based on services provided.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

2013 CIP that has been extended for expiration on June 30, 2019 per SPWD Project Manager, Ron Crook.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Miscellaneous 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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Ron Crook, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amarangi	07/11/2017 16:53:51 PM
Division Approval	amarangi	07/11/2017 16:53:54 PM
Department Approval	amarangi	07/11/2017 16:53:57 PM
Contract Manager Approval	amarangi	07/11/2017 16:53:59 PM
Budget Analyst Approval	jrodrig9	07/12/2017 13:32:14 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: **18981**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>NICHOLS CONSULTING ENGINEERS, CHTD</b>
Agency Code: <b>082</b>	Contractor Name: <b>NICHOLS CONSULTING ENGINEERS, CHTD</b>
Appropriation Unit: <b>1585 - All Categories</b>	Address: <b>1885 S ARLINGTON AVE SUITE 111</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89509</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>CHRISTIAN HEINBAUGH 775-329-4955</b>
	Vendor No.: <b>T81103102</b>
	NV Business ID: <b>NV19891040686</b>

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 %	<b>X Other funding</b>	<b>100.00 % Appropriation Control</b>

Agency Reference #: 111252

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/18/2017**

Anticipated BOE meeting date 08/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2019**

Contract term: **1 year and 347 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

**This is a new contract for professional architectural/engineering services to provided corrective maintenance and ADA parking retrofits for three Northern Nevada Child and Adolescent Services parking lots: CIP project: CIP Project No. 15-S05-(4); SPWD Contract No. 111252.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,500.00**

Other basis for payment: Monthly progress payments based on services provided.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**2015 CIP**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Professional 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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Markus McEntee, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amarangi	07/07/2017 16:38:49 PM
Division Approval	amarangi	07/07/2017 16:38:51 PM
Department Approval	amarangi	07/07/2017 16:38:54 PM
Contract Manager Approval	amarangi	07/07/2017 16:38:56 PM
Budget Analyst Approval	jrodrig9	07/17/2017 10:46:02 AM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18980**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>PAUL CAVIN ARCHITECT LLC</b>
Agency Code: <b>082</b>	Contractor Name: <b>PAUL CAVIN ARCHITECT LLC</b>
Appropriation Unit: <b>1585 - All Categories</b>	Address: <b>51 MARILYN MAE DR</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>SPARKS, NV 89441-6236</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>PAUL CAVIN 775/842-0261</b>
	Vendor No.: <b>T29033842</b>
	NV Business ID: <b>NV20131182382</b>

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 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 111254

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/17/2017**

Anticipated BOE meeting date 08/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2019**

Contract term: **1 year and 348 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng**

5. Purpose of contract:

**This is a new contract for professional architectural/engineering services to provide interior and exterior Americans with Disabilities Act (ADA) upgrades for Building 2 at the Northern Nevada Child and Adolescent Services facility in Reno: CIP project: CIP Project No. 15-S02-(7); SPWD Contract No. 111254.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,960.00**

Other basis for payment: Monthly progress payments based on services provided.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**2015 CIP**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Professional 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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Mike Rife, Project Manager Ph: 775/684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amarangi	07/07/2017 16:00:35 PM
Division Approval	amarangi	07/07/2017 16:00:37 PM
Department Approval	amarangi	07/07/2017 16:00:40 PM
Contract Manager Approval	amarangi	07/07/2017 16:00:42 PM
Budget Analyst Approval	jrodrig9	07/17/2017 10:44:30 AM



### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>15023</b>	Amendment Number: <b>1</b>
Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>HERSHENOW &amp; KLIPPENSTEIN ARCHITECTS, INC.</b>
Agency Code: <b>082</b>	Contractor Name: <b>HERSHENOW &amp; KLIPPENSTEIN ARCHITECTS, INC.</b>
Appropriation Unit: <b>1590-47</b>	Address: <b>DBA H&amp;K Architects 5485 RENO CORPORATE Dr STE 100 RENO, NV 89511-2262</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89511-2262</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>MAX HERSHENOW 775-332-6640</b>
	Vendor No.: <b>T80984709</b>
	NV Business ID: <b>NV19941047730</b>

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **86739**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/12/2013**  
Anticipated BOE meeting date **07/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2017**

Contract term: **3 years and 230 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

**This is the first amendment to the original contract which provides professional architectural/engineering services for the life safety upgrades at Lake's Crossing, Project No. 13-M01; Contract No. 86739. This amendment increases the maximum contract amount from \$105,000 to \$126,960 to integrate the bidding and construction phases of the Control Room Renovations project into a single project.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$105,000.00	\$105,000.00	\$105,000.00	Yes - Action
2. Amount of current amendment (#1):	\$21,960.00	\$21,960.00	\$21,960.00	Yes - Info
3. New maximum contract amount:	\$126,960.00			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**2013 CIP**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amarangi	06/15/2017 13:57:40 PM
Division Approval	amarangi	06/15/2017 13:57:42 PM
Department Approval	amarangi	06/15/2017 13:57:44 PM
Contract Manager Approval	amarangi	06/15/2017 14:00:24 PM
Budget Analyst Approval	jrodrig9	06/16/2017 09:04:41 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: **18902**

Agency Name:	<b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name:	<b>CHARLES ABBOTT ASSOCIATES, INC.</b>
Agency Code:	<b>082</b>	Contractor Name:	<b>CHARLES ABBOTT ASSOCIATES, INC.</b>
Appropriation Unit:	<b>All Appropriations</b>	Address:	<b>27401 LOS ALTOS STE 220</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>MISSION VIEJO, CA 92691-6316</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Jay Elbettar 949/367-2850
		Vendor No.:	T29031774
		NV Business ID:	NV20071306494

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 %	<b>X</b> Other funding	<b>100.00 %</b> <b>Varies depending upon the project requiring this service.</b>

Agency Reference #: 111232

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/16/2017**  
Anticipated BOE meeting date 08/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2018**  
Contract term: **1 year and 14 days**

4. Type of contract: **Contract**  
Contract description: **On-Call Bldg Inspect**

5. Purpose of contract:  
**This is a new contract to provide ongoing intermittent/on-call building inspector services for CIP Projects in the Reno and Carson City area: SPWD Contract No. 111232.**

6. NEW CONTRACT  
The maximum amount of the contract for the term of the contract is: **\$40,000.00**  
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 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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

13. 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.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Angela Garcia, DEP ADMR CODE ENF Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amarangi	06/15/2017 13:32:56 PM
Division Approval	amarangi	06/15/2017 13:32:58 PM
Department Approval	amarangi	06/15/2017 13:32:59 PM
Contract Manager Approval	amarangi	06/15/2017 13:33:02 PM
Budget Analyst Approval	jrodrig9	06/16/2017 09:10:31 AM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **17024** Amendment Number: **1**

Agency Name: **DTCA - DIVISION OF TOURISM** Legal Entity Name: **LUCA, JOE**

Agency Code: **101** Contractor Name: **LUCA, JOE**

Appropriation Unit: **1530-12** Address: **1105 SE WILLOW RIDGE DR**

Is budget authority available?: **Yes** City/State/Zip: **BLUE SPRINGS, MO 64014-6314**

If "No" please explain: Not Applicable Contact/Phone: **JOE LUCA 816/229-2305**

Vendor No.: **T27023604**

NV Business ID: **NV20151548917**

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % EARNED REVENUE</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date 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: **Newsstand Services**

5. Purpose of contract:

**This is first amendment to the original contract to provide services for magazine newsstand placement and sales nationwide. Services will include: research and report to the Nevada Magazine circulation manager on all industry trends; regularly visit headquarters and regional offices of the national wholesalers to develop and maintain personal contacts and awareness of Nevada Magazine; analyze sales with various wholesalers and selling outlets to determine appropriate draw for each issue; negotiate special rack space trade outs for Nevada Magazine; inform the Nevada Magazine of new distribution options and negotiate wholesaler discounts; and provide expert advice on all distribution topics such as cover design, logo, content, selling points, etc. This amendment extends the termination date from June 30, 2017 to June 30, 2019 and increases the maximum amount from \$10,800 to \$22,200.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$10,800.00	\$10,800.00	\$10,800.00	Yes - Info
2. Amount of current amendment (#1):	\$11,400.00	\$11,400.00	\$22,200.00	Yes - Info
3. New maximum contract amount:	\$22,200.00			
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?

Created under NRS 231.160, Nevada Magazine publishes a magazine that contains material which educate the general public about the state and thereby fosters awareness and appreciation of Nevada heritage, culture, historical monuments, natural wonders, and natural resources.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Nevada Magazine's staff does not have the expertise to handle newsstand distribution. A national consultant is needed who has experience representing other regional titles and national contacts that can negotiate for a small regional publication.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

The vendor was chosen because he submitted the lowest bid.

d. Last bid date: 07/20/2015 Anticipated re-bid date: 03/31/2019

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevada Magazine 2007-2017. The contractor is deemed satisfactory.

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amathies	06/28/2017 15:16:28 PM
Division Approval	amathies	06/28/2017 15:16:30 PM
Department Approval	amathies	06/28/2017 15:16:32 PM
Contract Manager Approval	amathies	06/28/2017 15:16:35 PM



### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18868**

Agency Name:	<b>GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT</b>	Legal Entity Name:	<b>DAVID TAUSSIG &amp; ASSOCIATES, INC.</b>
Agency Code:	<b>102</b>	Contractor Name:	<b>DAVID TAUSSIG &amp; ASSOCIATES, INC.</b>
Appropriation Unit:	<b>1526-24</b>	Address:	<b>5000 BIRCH STREET SUITE 6000</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>NEWPORT BEACH, CA 92660-8141</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>DAVID TAUSSIG 949-955-1500</b>
		Vendor No.:	<b>T29039259</b>
		NV Business ID:	<b>NV20171413954</b>

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.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/03/2017**  
Anticipated BOE meeting date 07/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2018**

Contract term: **362 days**

4. Type of contract: **Contract**

Contract description: **Infrastructure Finan**

5. Purpose of contract:

**This is a new contract to provide due diligence reviews of proposed Economic Development Financing Proposals which will enable the Governor's Office of Economic Development (GOED) to make determinations for bond financing for infrastructure developments submitted to GOED from local entities' governing bodies.**

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 \$15,000.00 per Review

Other basis for payment: Upon receipt of approved invoice for services provided per the vendor's fee schedule.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS 360.990, GOED approves EDFPs. NRS also provides that GOED shall, in consultation with any person or entity determined appropriate, review the proposals. GOED is exercising its ability to consult with an outside company to assist with the review of the EDFPs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This approach enables GOED to have an independent, third-party, highly experienced firm review the work to ensure the State's interests are fully protected. Also, such a review may enable GOED and the applicant to gain advice on additional options which may increase the success of the project.

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):

DAVID TAUSSIG & ASSOCIATES, INC.  
KEYSER MARSTON ASSOCIATES, INC.  
DEVELOPERS RESEARCH & DPFG

b. Solicitation Waiver: **Not Applicable**

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

Selected vendor scored the highest of the three submitting vendors in terms of (1) demonstrated competence, (2) performance of comparable engagements, (3) conformance with terms of solicitation, and (4) expertise, availability of team members. The selected vendor additionally scored best as lowest cost bid.

d. Last bid date: 05/15/2017 Anticipated re-bid date: 05/15/2018

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

**The vendor is currently working with a registered agent to become registered with the Secretary of State's Office and obtain a Nevada business license.**

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**No** b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

**No** If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

**The vendor is currently in the process of obtaining a business license with the Secretary of State's Office.**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Michael Dang, Director of Business Development Ph: 702-486-5228

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bvale1	06/21/2017 09:54:50 AM
Division Approval	bvale1	06/21/2017 09:54:53 AM
Department Approval	bvale1	06/21/2017 11:51:16 AM
Contract Manager Approval	dnovotny	06/21/2017 11:51:57 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: **18279** Amendment Number: **1**  
 Legal Entity Name: **KPS 3 INC**  
 Agency Name: **GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT** Contractor Name: **KPS 3 INC**  
 Agency Code: **102** Address: **50 W. LIBERTY STREET, #640**  
 Appropriation Unit: **1526-11** City/State/Zip: **RENO, NV 89501**  
 Is budget authority available?: **Yes** Contact/Phone: **Stephanie Kruse 775-686-7439**  
 If "No" please explain: **Not Applicable** Vendor No.: **PUR000472**  
 NV Business ID: **NV19941094961**  
 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.

<input checked="" type="checkbox"/>	General Funds	<b>100.00 %</b>	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 102

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/16/2016**  
 Anticipated BOE meeting date **08/2017**  
 Retroactive? **No**  
 If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **08/31/2017**  
 Contract term: **1 year and 225 days**

4. Type of contract: **Contract**  
 Contract description: **Marketing Contract**

5. Purpose of contract:  
**This is the first amendment to the original contract, which continues ongoing production and distribution of a bimonthly economic development newsletter. This amendment extends the termination date from August 31, 2017 to June 30, 2018 and increases the maximum amount from \$21,000 to \$38,500 due to the continued need for this service.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$21,000.00	\$21,000.00	\$21,000.00	Yes - Info
2. Amount of current amendment (#1):	\$17,500.00	\$17,500.00	\$38,500.00	Yes - Info
3. New maximum contract amount: and/or the termination date of the original contract has changed to:	\$38,500.00 06/30/2018			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS 231, GOED is charged with diversifying Nevada's economy, measuring performance and communicating results.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

GOED does not have the expertise to produce this type of work.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Best overall proposal.

d. Last bid date: 11/10/2016 Anticipated re-bid date: 09/01/2017

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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:

GOED, work was satisfactory.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bvale1	06/16/2017 15:43:56 PM
Division Approval	bvale1	06/16/2017 15:43:59 PM
Department Approval	bvale1	06/16/2017 15:44:02 PM
Contract Manager Approval	dnovotny	06/16/2017 15:44:41 PM
Budget Analyst Approval	lfree1	06/22/2017 10:44:54 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: **18864**

Agency Name: <b>ADMIN - ENTERPRISE IT SERVICES</b>	Legal Entity Name: <b>NEVADA ENERGY SYSTEMS INC</b>
Agency Code: <b>180</b>	Contractor Name: <b>NEVADA ENERGY SYSTEMS INC</b>
Appropriation Unit: <b>1385-07</b>	Address: <b>PO BOX 10083</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89510-0083</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>SANDY TODARO 775/331-4151</b>
	Vendor No.: <b>T81070315A</b>
	NV Business ID: <b>NV19941116677</b>
To what State Fiscal Year(s) will the contract be charged? <b>2018-2021</b>	

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

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % User Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **ASD #2504580**

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: **Contract**

Contract description: **Generator Maint.**

5. Purpose of contract:

**This is a new contract that continues ongoing service and repair for the Generator Set at the Computer Facility in Carson City.**

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 \$2,700.00 per year

Other basis for payment: Emergency repairs are billed at \$105 per hour standard 8:00 am to 5:00 pm weekday; \$157.50 per hour after hours and weekends; \$210 per hour on holidays.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Computer Facility is required to maintain two sources of backup power, the Uninterruptable Power Supply (UPS) system and the Generator Set.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Employees do not have the expertise to maintain and repair the equipment.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Pioneer Electric  
Nevada Yamas Controls  
Industrial Equipment Repair, Inc.  
Cashman Power Solutions  
Nevada Energy Systems

b. Solicitation Waiver: **Not Applicable**

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

Lowest Bidder

d. Last bid date: 05/10/2017 Anticipated re-bid date: 05/01/2021

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2009-2017 - EITS - this vendor has supplied service above standard. Responded promptly during emergency situations.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

John Hannah, Computer Facility Technician Ph: 775-684-4343

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	06/19/2017 13:46:47 PM
Division Approval	csweeney	06/19/2017 13:46:52 PM
Department Approval	csweeney	06/19/2017 13:46:57 PM
Contract Manager Approval	csweeney	06/19/2017 13:47:00 PM
Budget Analyst Approval	cmurph3	06/20/2017 10:38:09 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: **14946** Amendment Number: **2**

Agency Name: **ADMIN - ENTERPRISE IT SERVICES** Legal Entity Name: **ARIZONA NEVADA TOWER CORPORATION**

Agency Code: **180** Contractor Name: **ARIZONA NEVADA TOWER CORPORATION**

Appropriation Unit: **1388-00** Address: **1562 N. PARK STREET**

Is budget authority available?: **Yes** City/State/Zip: **CASTLE ROCK, CO 80109**

If "No" please explain: **Not Applicable** Contact/Phone: **Kevin Hayes 702/454-2682**

Vendor No.: **T29037744**

NV Business ID: **NV20031265762**

To what State Fiscal Year(s) will the contract be charged? **2014-2021**

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 %	<b>X</b> Other funding	<b>100.00 % Revenue</b>

Agency Reference #: **5579**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2013**

Anticipated BOE meeting date **08/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2017**

Contract term: **7 years and 274 days**

4. Type of contract: **Revenue Contract**

Contract description: **Rack Space Rental**

5. Purpose of contract:  
**This is the second amendment to the original contract which provides rack space rent at Mary's Mountain in Eureka County. This amendment extends the termination date from June 30, 2017 to June 30, 2021 and increases the maximum amount from \$8,537.74 to \$17,000.93 due to rate changes and the continued need for these services.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$8,537.74	\$8,537.74	\$8,537.74	No
a. Amendment 1:	\$0.00	\$8,537.74	\$8,537.74	No
2. Amount of current amendment (#2):	\$8,463.19	\$17,000.93	\$17,000.93	Yes - Info
3. New maximum contract amount:	\$17,000.93			
and/or the termination date of the original contract has changed to:	06/30/2021			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Revenue Contract

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Revenue Contract

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

N/A

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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:

We have had ongoing revenue contracts with Arizona Nevada Tower/Westnet Nevada, LLC for many years and other mountain top sites, all satisfactory.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbaughn	07/02/2017 07:28:30 AM
Division Approval	dbaughn	07/02/2017 07:28:33 AM
Department Approval	dbaughn	07/02/2017 07:28:36 AM
Contract Manager Approval	amarangi	07/05/2017 16:20:07 PM
Budget Analyst Approval	hfield	07/13/2017 13:52:20 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: **14903** Amendment Number: **1**  
 Agency Name: **ADMIN - ENTERPRISE IT SERVICES** Legal Entity Name: **EUREKA COUNTY**  
 Agency Code: **180** Contractor Name: **EUREKA COUNTY**  
 Appropriation Unit: **1388-00** Address: **PO BOX 714/701 South Main Stre**  
 Is budget authority available?: **Yes** City/State/Zip: **EUREKA, NV 89316**  
 If "No" please explain: Not Applicable Contact/Phone: **Ron Damele 775/237-5372**  
 Vendor No.: **T80975988B**  
 NV Business ID: **N/A**

To what State Fiscal Year(s) will the contract be charged? **2014-2021**

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 %	<b>X</b> Other funding	<b>100.00 % Revenue</b>

Agency Reference #: **5578**

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2013**  
 Anticipated BOE meeting date **08/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2017**  
 Contract term: **7 years and 274 days**

4. Type of contract: **Revenue Contract**  
 Contract description: **Rack Space Rental**

5. Purpose of contract:  
**This is the first amendment to the original contract which provides rack space rent at Mary's Mountain in Eureka County. This amendment extends the termination date from June 30, 2017 to June 30, 2021 and increases the maximum amount from \$12,806.61 to \$25,501.40 due to rate changes and the continued need for these services.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$12,806.61	\$12,806.61	\$12,806.61	Yes - Info
2. Amount of current amendment (#1):	\$12,694.79	\$12,694.79	\$25,501.40	Yes - Info
3. New maximum contract amount:	\$25,501.40			
and/or the termination date of the original contract has changed to:	06/30/2021			

#### II. JUSTIFICATION

7. What conditions require that this work be done?  
Revenue Contract

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Revenue Contract

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

N/A

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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:

We have had ongoing revenue contracts with County of Eureka Sheriff, Fire and Public Works for many years, all satisfactory.

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbaughn	07/02/2017 07:31:48 AM
Division Approval	dbaughn	07/02/2017 07:31:51 AM
Department Approval	dbaughn	07/02/2017 07:31:54 AM
Contract Manager Approval	amarangi	07/05/2017 13:50:12 PM
Budget Analyst Approval	hfield	07/06/2017 14:16:12 PM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **14084** Amendment Number: **1**

Agency Name: **ENTERPRISE IT SERVICES** Legal Entity Name: **KNPR - NEVADA PUBLIC RADIO**

Agency Code: **180** Contractor Name: **KNPR - NEVADA PUBLIC RADIO**

Appropriation Unit: **1388-00** Address: **1289 S TORREY PINES DR**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89146-1004**

If "No" please explain: Not Applicable Contact/Phone: **Phil Burger 702/258-9895**

Vendor No.: **T80246880**

NV Business ID: **NV19751006169**

To what State Fiscal Year(s) will the contract be charged? **2014-2021**

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 %	<b>X</b> Other funding	<b>100.00 % Revenue</b>

Agency Reference #: 5543

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 08/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2017**

Contract term: **8 years and 1 day**

4. Type of contract: **Revenue Contract**

Contract description: **Rack Space Rental**

5. Purpose of contract:

**This is the first amendment to the original contract which provides rack space rent at Mount Brock in Nye County. This amendment extends the termination date from June 30, 2017 to June 30, 2021 and increases the maximum amount from \$16,265.04 to \$35,176.20 due to rate changes and the continued need for these services.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$16,265.04	\$16,265.04	\$16,265.04	Yes - Info
2. Amount of current amendment (#1):	\$18,911.16	\$18,911.16	\$35,176.20	Yes - Info
3. New maximum contract amount:	\$35,176.20			
and/or the termination date of the original contract has changed to:	06/30/2021			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**Revenue Contract**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Revenue Contract

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

N/A

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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:

We have had ongoing revenue contracts with KNPR-Nevada Public Radio for many years, all satisfactory.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbaughn	07/02/2017 07:32:53 AM
Division Approval	dbaughn	07/02/2017 07:32:57 AM
Department Approval	dbaughn	07/02/2017 07:33:00 AM
Contract Manager Approval	amarangi	07/05/2017 16:26:26 PM
Budget Analyst Approval	hfield	07/06/2017 16:57:16 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: **14650** Amendment Number: **1**

Agency Name: **ADMIN - ENTERPRISE IT SERVICES** Legal Entity Name: **LAS VEGAS METROPOLITAN POLICE**

Agency Code: **180** Contractor Name: **LAS VEGAS METROPOLITAN POLICE**

Appropriation Unit: **1388-00** Address: **DEPT**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89193-8554**

If "No" please explain: **Not Applicable** Contact/Phone: **Stephen DeSchutter 702 828-3216**

Vendor No.: **T80036040**

NV Business ID: **N/A**

To what State Fiscal Year(s) will the contract be charged? **2014-2021**

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 %	<b>X</b> Other funding	<b>100.00 % Revenue</b>

Agency Reference #: **5572**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2013**

Anticipated BOE meeting date **08/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2017**

Contract term: **7 years and 274 days**

4. Type of contract: **Revenue Contract**

Contract description: **Rack Space Lease**

5. Purpose of contract:

**This is the first amendment to the original contract which provides rack space rent at Apex Peak in Clark County. This amendment extends the termination date from June 30, 2017 to June 30, 2021 and increases the maximum amount from \$15,248.48 to \$34,001.86 due to rate changes and the continued need for these services.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$15,248.48	\$15,248.48	\$15,248.48	Yes - Info
2. Amount of current amendment (#1):	\$18,753.38	\$18,753.38	\$34,001.86	Yes - Info
3. New maximum contract amount:	\$34,001.86			
and/or the termination date of the original contract has changed to:	06/30/2021			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Revenue Contract

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Revenue Contract

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

N/A

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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:

We have had ongoing revenue contracts with Las Vegas Metropolitan Police Department for many years, all satisfactory.

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amarangi	07/05/2017 16:29:33 PM
Division Approval	amarangi	07/05/2017 16:29:35 PM
Department Approval	amarangi	07/05/2017 16:29:37 PM
Contract Manager Approval	amarangi	07/05/2017 16:29:40 PM
Budget Analyst Approval	hfield	07/05/2017 16:39:15 PM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **14606** Amendment Number: **1**

Agency Name: **ENTERPRISE IT SERVICES** Legal Entity Name: **Lincoln County Television District**

Agency Code: **180** Contractor Name: **Lincoln County Television District**

Appropriation Unit: **1388-00** Address: **PO Box 216**

Is budget authority available?: **Yes** City/State/Zip: **Pioche, NV 89043**

If "No" please explain: **Not Applicable** Contact/Phone: **Don and Dona Rasmusson 775-962-5336**

Vendor No.:  
NV Business ID: **N/A**

To what State Fiscal Year(s) will the contract be charged? **2014-2021**

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 %	<b>X</b> Other funding	<b>100.00 % Revenue</b>

Agency Reference #: 5569

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2013**

Anticipated BOE meeting date 08/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2017**

Contract term: **7 years and 274 days**

4. Type of contract: **Revenue Contract**

Contract description: **Rack Space Rental**

5. Purpose of contract:

**This is the first amendment to the original contract which provides rack space rent at Ella Mountain in Lincoln County. This amendment extends the termination date from June 30, 2017 to June 30, 2021 and increases the maximum amount from \$7,624.24 to \$17,000.93 due to rate changes and the continued need for these services.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$7,624.24	\$7,624.24	\$7,624.24	No
2. Amount of current amendment (#1):	\$9,376.69	\$17,000.93	\$17,000.93	Yes - Info
3. New maximum contract amount: and/or the termination date of the original contract has changed to:	\$17,000.93 06/30/2021			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Revenue Contract

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Revenue Contract

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

N/A

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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:

We have had ongoing revenue contracts with Lincoln County Television District for many years, all satisfactory.

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbaughn	07/02/2017 07:29:38 AM
Division Approval	dbaughn	07/02/2017 07:29:53 AM
Department Approval	dbaughn	07/02/2017 07:29:57 AM
Contract Manager Approval	amarangi	07/05/2017 16:17:41 PM
Budget Analyst Approval	hfield	07/06/2017 16:41:57 PM



### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **15003** Amendment Number: **1**  
 Agency Name: **ADMIN - ENTERPRISE IT SERVICES** Legal Entity Name: **WESTNET NEVADA LLC**  
 Agency Code: **180** Contractor Name: **WESTNET NEVADA LLC**  
 Appropriation Unit: **1388-00** Address: **1562 N. PARK STREET**  
 Is budget authority available?: **Yes** City/State/Zip: **CASTLE ROCK, CO 80109**  
 If "No" please explain: Not Applicable Contact/Phone: Kevin Hayes 702/434-3647  
 Vendor No.: T32004071  
 NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2014-2021**

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 %	<b>X</b> Other funding	<b>100.00 % Revenue</b>

Agency Reference #: 5581

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2013**  
 Anticipated BOE meeting date 08/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2017**  
 Contract term: **7 years and 274 days**

4. Type of contract: **Revenue Contract**  
 Contract description: **Rack Space Rental**

5. Purpose of contract:  
**This is the first amendment to the original contract which provides rack space rent at Miller's Mountain in Mineral County. This amendment extends the termination date from June 30, 2017 to June 30, 2021 and increases the maximum amount from \$8,537.74 to \$17,000.93 due to rate changes and the continued need for these services.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$8,537.74	\$8,537.74	\$8,537.74	No
2. Amount of current amendment (#1):	\$8,463.19	\$17,000.93	\$17,000.93	Yes - Info
3. New maximum contract amount: and/or the termination date of the original contract has changed to:	\$17,000.93 06/30/2021			

#### II. JUSTIFICATION

7. What conditions require that this work be done?  
Revenue Contract

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Revenue Contract

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

N/A

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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:

We have had ongoing revenue contracts with Westnet Nevada, LLC for many years and other mountain top sites, all satisfactory.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbaughn	07/02/2017 07:27:01 AM
Division Approval	dbaughn	07/02/2017 07:27:05 AM
Department Approval	dbaughn	07/02/2017 07:27:17 AM
Contract Manager Approval	ascott	07/06/2017 13:14:28 PM
Budget Analyst Approval	hfield	07/13/2017 13:42:36 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: <b>17595</b>	Amendment Number: <b>2</b>
Agency Name: <b>NDE - DEPARTMENT OF EDUCATION</b>	Legal Entity Name: <b>LEITNER, DAVID DBA</b>
Agency Code: <b>300</b>	Contractor Name: <b>LEITNER, DAVID DBA</b>
Appropriation Unit: <b>2709-34</b>	Address: <b>PACIFIC RESEARCH ASSOCIATES 10381 NW ROYAL ROSE CT PORTLAND, OR 97229-5268</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>PORTLAND, OR 97229-5268</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>David Leitner 503/297-5300</b>
	Vendor No.: <b>T27019822A</b>
	NV Business ID: <b>NV20101560126</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

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

<input checked="" type="checkbox"/> General Funds	<b>25.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	<b>75.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/19/2016**

Anticipated BOE meeting date 08/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **03/31/2020**

Contract term: **3 years and 317 days**

4. Type of contract: **Contract**

Contract description: **PreK Data Collection**

5. Purpose of contract:

**This is the second amendment to the original contract which continues to provide technical support for the 2017-2018 school year data collection for the annual Pre-K student demographics. The work also includes final data turnover and assistance with migration to the Infinite Campus student data collection system. This amendment modifies the scope of work and increases the maximum amount from \$62,250 to \$105,500 due to the continued need for these services and the transition to the state's K-12 data system.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$22,000.00	\$22,000.00	\$22,000.00	Yes - Info
a. Amendment 1:	\$40,250.00	\$40,250.00	\$62,250.00	Yes - Action
2. Amount of current amendment (#2):	\$43,250.00	\$43,250.00	\$43,250.00	Yes - Info
3. New maximum contract amount:	\$105,500.00			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Annual data collection is required from providers of Early Childhood Education for Preschool Development Grant compliance.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Contractor possesses specialized knowledge, software, and equipment which would be impractical to reproduce in a state agency.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

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

The contractor has performed identical or similar services for the Department of Education for at least 14 years and will not require knowledge transfer or new development.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Department of Education and Department of Health and Human Services, Welfare Division have previously contracted with this contractor and the work performed has been satisfactory.

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rrussum	06/04/2017 07:09:32 AM
Division Approval	rrussum	06/04/2017 07:10:02 AM
Department Approval	amccalla	06/05/2017 07:34:54 AM
Contract Manager Approval	ablackwe	06/05/2017 07:46:48 AM
Budget Analyst Approval	knielsen	06/14/2017 16:11:26 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: **18662** Amendment Number: **1**  
 Agency Name: **STATE PUBLIC CHARTER SCHOOL AUTHORITY** Legal Entity Name: **BARRY, ANDREA L**  
 Agency Code: **315** Contractor Name: **BARRY, ANDREA L**  
 Appropriation Unit: **2711-04** Address: **6 DORCHESTER ST**  
 Is budget authority available?: **Yes** City/State/Zip: **CLIFTON PARK, NY 12065-1635**  
 If "No" please explain: **Not Applicable** Contact/Phone: **518/847-2388**  
 Vendor No.: **T27041241**  
 NV Business ID: **NV20171032435**

To what State Fiscal Year(s) will the contract be charged? **2017-2020**

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

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Sponsorship Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 08/2017

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: **External Reviewer**

5. Purpose of contract:

**This is the first amendment to the original contract which provides for an external reviewer to read and evaluate charter school applications and other documents related to the operation and/or authorizing of charter schools. This amendment extends the termination date from June 30, 2017 to June 30, 2020 and increases the maximum amount from \$1,999 to \$24,999 due to an increased application cycle as well as the need for the review of charter amendments.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,999.00	\$1,999.00	\$1,999.00	No
2. Amount of current amendment (#1):	\$23,000.00	\$24,999.00	\$24,999.00	Yes - Info
3. New maximum contract amount:	\$24,999.00			
and/or the termination date of the original contract has changed to:	06/30/2020			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The State Public Charter School Authority is seeking to establish a pool of qualified peer reviewers to read and evaluate charter school applications and other documents related to the operation and/or authorizing of charter schools

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The agency does not have staff necessary to conduct the review of these charter school documents.

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 meet the general minimum qualifications required in the informal solicitation.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**No** b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	khigday	04/19/2017 15:39:50 PM
Division Approval	khigday	04/19/2017 15:39:53 PM
Department Approval	khigday	04/19/2017 15:39:55 PM
Contract Manager Approval	khigday	04/19/2017 15:39:57 PM
Budget Analyst Approval	knielsen	06/14/2017 11:48:36 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: **18778** Amendment Number: **1**

Agency Name: **STATE PUBLIC CHARTER SCHOOL AUTHORITY** Legal Entity Name: **GERCHMAN, TERESA**

Agency Code: **315** Contractor Name: **GERCHMAN, TERESA**

Appropriation Unit: **2711-04** Address: **1406 FRESNO RD**

Is budget authority available?: **Yes** City/State/Zip: **WILMINGTON, DE 19803-5122**

If "No" please explain: **Not Applicable** Contact/Phone: **607/283-9632**

Vendor No.: **T32004494**

NV Business ID: **NV20161683192**

To what State Fiscal Year(s) will the contract be charged? **2017-2020**

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

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Sponsorship Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/08/2017**

Anticipated BOE meeting date 08/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved **06/30/2017**

Termination Date:

Contract term: **3 years and 54 days**

4. Type of contract: **Contract**

Contract description: **External Reviewer**

5. Purpose of contract:

**This is the first amendment to the original contract which provides for an external reviewer to read and evaluate charter school applications and other documents related to the operation and/or authorizing of charter schools. This amendment extends the termination date from June 30, 2017 to June 30, 2020 and increases the maximum amount from \$1,999 to \$24,999 due to an increased application cvcle as well as the need for the review of charter amendments.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,999.00	\$1,999.00	\$1,999.00	No
2. Amount of current amendment (#1):	\$23,000.00	\$24,999.00	\$24,999.00	Yes - Info
3. New maximum contract amount:	\$24,999.00			
and/or the termination date of the original contract has changed to:	06/30/2020			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The State Public Charter School Authority is seeking to establish a pool of qualified peer reviewers to read and evaluate charter school applications and other documents related to the operation and/or authorizing of charter schools.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The agency does not have staff necessary to conduct the review of these charter school documents.

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):

Simeon Stolzberg  
Halli Bayer  
Andrea Barry

b. Solicitation Waiver: **Not Applicable**

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

This vendor meet the general minimum qualifications required in the informal solicitation.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**No** b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kbaldwi1	05/08/2017 08:27:54 AM
Division Approval	kbaldwi1	05/08/2017 08:27:56 AM
Department Approval	kbaldwi1	05/08/2017 08:27:59 AM
Contract Manager Approval	kbaldwi1	05/08/2017 08:28:02 AM





### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18598** Amendment Number: **1**

Agency Name: **STATE PUBLIC CHARTER SCHOOL AUTHORITY** Legal Entity Name: **STOLZBERG, SIMEON D**

Agency Code: **315** Contractor Name: **STOLZBERG, SIMEON D**

Appropriation Unit: **2711-04** Address: **165 89TH ST**

Is budget authority available?: **Yes** City/State/Zip: **BROOKLYN, NY 11209-5513**

If "No" please explain: **Not Applicable** Contact/Phone: **413/633-7097**

Vendor No.: **T27039859**

NV Business ID: **NV20161453194**

To what State Fiscal Year(s) will the contract be charged? **2017-2020**

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

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Sponsorship Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date **08/2017**

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: **External Reviewer**

5. Purpose of contract:

**This is the first amendment to the original contract which provides for an external reviewer to read and evaluate charter school applications and other documents related to the operation and/or authorizing of charter schools. This amendment extends the termination date from June 30, 2017 to June 30, 2020 and increases the maximum amount from \$1,999 to \$24,999 due to an increased application cycle as well as the need for the review of charter amendments.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,999.00	\$1,999.00	\$1,999.00	No
2. Amount of current amendment (#1):	\$23,000.00	\$24,999.00	\$24,999.00	Yes - Info
3. New maximum contract amount:	\$24,999.00			
and/or the termination date of the original contract has changed to:	06/30/2020			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The State Public Charter School Authority is seeking to establish a pool of qualified peer reviewers to read and evaluate charter school applications and other documents related to the operation and/or authorizing of charter schools

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The agency does not have staff necessary to conduct the review of these charter school documents.

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 meet the general minimum qualifications required in the informal solicitation.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**No** b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	khigday	04/19/2017 09:03:27 AM
Division Approval	khigday	04/19/2017 09:03:30 AM
Department Approval	khigday	04/19/2017 09:03:32 AM
Contract Manager Approval	khigday	04/19/2017 09:03:34 AM
Budget Analyst Approval	knielsen	06/14/2017 10:17:31 AM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18661** Amendment Number: **1**  
 Agency Name: **STATE PUBLIC CHARTER SCHOOL AUTHORITY** Legal Entity Name: **VANDAWALKER, KRISTEN**  
 Agency Code: **315** Contractor Name: **VANDAWALKER, KRISTEN**  
 Appropriation Unit: **2711-04** Address: **2232 N KENNETH AVE**  
 Is budget authority available?: **Yes** City/State/Zip: **CHICAGO, IL 60639-3528**  
 If "No" please explain: **Not Applicable** Contact/Phone: **773/368-0392**  
 Vendor No.: **T27039914**  
 NV Business ID: **NV 20161529701**

To what State Fiscal Year(s) will the contract be charged? **2017-2020**

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

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Sponsorship Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 08/2017

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: **External Reviewer**

5. Purpose of contract:

**This is the first amendment to the original contract which provides for an external reviewer to read and evaluate charter school applications and other documents related to the operation and/or authorizing of charter schools. This amendment extends the termination date from June 30, 2017 to June 30, 2020 and increases the maximum amount from \$1,999 to \$24,999 due to an increased application cycle as well as the need for the review of charter amendments.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,999.00	\$1,999.00	\$1,999.00	No
2. Amount of current amendment (#1):	\$23,000.00	\$24,999.00	\$24,999.00	Yes - Info
3. New maximum contract amount:	\$24,999.00			
and/or the termination date of the original contract has changed to:	06/30/2020			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The State Public Charter School Authority is seeking to establish a pool of qualified peer reviewers to read and evaluate charter school applications and other documents related to the operation and/or authorizing of charter schools

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The agency does not have staff necessary to conduct the review of these charter school documents

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 meet the general minimum qualifications required in the informal solicitation

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	khigday	05/02/2017 10:52:46 AM
Division Approval	khigday	05/02/2017 10:52:51 AM
Department Approval	khigday	05/02/2017 10:52:53 AM
Contract Manager Approval	khigday	05/02/2017 10:52:58 AM
Budget Analyst Approval	knielsen	06/14/2017 09:59:06 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: **18955**

Agency Name: <b>ADMIN - NV ST LIBRARY, ARCHIVES AND PUBLIC RECORDS</b>	Legal Entity Name: <b>Headed2, LLC</b>
Agency Code: <b>332</b>	Contractor Name: <b>Headed2, LLC</b>
Appropriation Unit: <b>2891 - All Categories</b>	Address: <b>14 Van Terrace</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Sparkill, NY 01976</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Katherine DeRosear 215-513-0874</b>
	Vendor No.:
	NV Business ID: <b>NV200171423240</b>

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 2549426

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/14/2017**

Anticipated BOE meeting date 08/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **09/30/2019**

Contract term: **2 years and 78 days**

4. Type of contract: **Contract**

Contract description: **Workforce Developmnt**

5. Purpose of contract:

**This is a new contract to provide an assessment of growth and demand, regarding the industries mix of economy and related critical occupations, to assist in the development of library mission including the career facilitator role.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

Other basis for payment: Upon completion of project/deliverables.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Increase patron access and participation in library service regarding workforce development.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Full-time staff time restraints.

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):

EK Econmoics  
UNLV  
Headed2

b. Solicitation Waiver: **Not Applicable**

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

Lowest-bidder.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

**Processing app**

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**No** b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

**No** If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

**Processing app**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**No** b. If "NO", please explain.

**Processing app**

19. Agency Field Contract Monitor:

Tammy Westergard, Assistant Administratro Ph: 775-684-3306

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amarangi	07/12/2017 15:30:29 PM
Division Approval	amarangi	07/12/2017 15:30:32 PM
Department Approval	amarangi	07/12/2017 15:30:35 PM
Contract Manager Approval	amarangi	07/12/2017 15:30:37 PM
Budget Analyst Approval	hfield	07/14/2017 09:38:54 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: **18928**

Agency Name: <b>DHHS - AGING AND DISABILITY SERVICES DIVISION</b>	Legal Entity Name: Humboldt County
Agency Code: <b>402</b>	Contractor Name: <b>Humboldt County</b>
Appropriation Unit: <b>3167-00</b>	Address: <b>50 West 5th Street</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Winnemucca, NV 89445</b>
If "No" please explain: Not Applicable	Contact/Phone: Niki Linn 775-623-6300
	Vendor No.:
	NV Business ID: Government 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 %	<b>X</b> Other funding	<b>100.00 % Revenue from County</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2017**

Anticipated BOE meeting date 08/2017

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: **Humboldt County**

5. Purpose of contract:

**This is a new revenue interlocal agreement to provide services 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: **\$43,160.00**

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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

13. 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:

07/01/2013-Current Satisfactory

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbowma1	06/26/2017 15:42:13 PM
Division Approval	dbowma1	06/26/2017 15:42:16 PM
Department Approval	jkolenut	06/27/2017 16:20:53 PM
Contract Manager Approval	ltuttl1	06/28/2017 11:03:40 AM
Budget Analyst Approval	bwooldri	06/30/2017 11:25:05 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: **18683**

Agency Name:	<b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name:	NEVADA ENERGY SYSTEMS, INC.
Agency Code:	<b>406</b>	Contractor Name:	<b>NEVADA ENERGY SYSTEMS, INC.</b>
Appropriation Unit:	<b>3162-07</b>	Address:	<b>1395 SPICE ISLAND DRIVE</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>SPARKS, NV 89431-6525</b>
If "No" please explain:	Not Applicable	Contact/Phone:	SANDY TODARO 775/331-4151
		Vendor No.:	T81070315A
		NV Business ID:	NV19941116677

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.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C 16019

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 08/2017

Retroactive? **Yes**

If "Yes", please explain

**This contract was sent to the vendor in May 2017, but was not signed until late June, which did not leave sufficient time for internal processing. The generators located at NNAMHS and Lake's Crossing must be able to operate at all times, in case of a power failure to either facility. If this contract is not approved and power fails, the security systems at both facilities will not be able to function.**

3. Termination Date: **06/30/2021**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Generator Service**

5. Purpose of contract:

**This is a new contract to provide ongoing maintenance on the generators needed at both facilities for energy backup.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

Other basis for payment: \$105.00 for hours Monday through Friday 8:00 am to 5:00 pm, \$157.50 after hours and weekends, \$210.00 for Holidays. Plus any parts required to be replaced.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Joint Commission and NRS 433 requires facilities providing health care to have operational back up energy systems.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the expertise or licensing to provide the maintenance service on the generators.

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 Power Products  
Industrial Equipment Repair  
Nevada Energy Systems

b. Solicitation Waiver: **Not Applicable**

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

In accordance with NRS 333, the selected vendor was determined by an independently appointed evaluation committee to be the best qualified to provide the required services.

d. Last bid date: 03/15/2017 Anticipated re-bid date: 04/01/2021

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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:

Northern Nevada Adult Mental Health Services - April 2014 - Satisfactory

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Greg Holcomb, Maintenance Supervisor Ph: 775-688-2125

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	chadwic1	07/03/2017 11:56:27 AM
Division Approval	chadwic1	07/03/2017 11:56:29 AM
Department Approval	jkolenut	07/05/2017 07:53:11 AM
Contract Manager Approval	shoughta	07/06/2017 15:54:43 PM
Budget Analyst Approval	nhovden	07/11/2017 15:11:02 PM

**BRIAN SANDOVAL**  
*Governor*

**RICHARD WHITLEY, MS**  
*Director*

STATE OF NEVADA



**CODY L. PHINNEY, MPH**  
*Administrator*

**JOHN DIMURO, D.O., MBA**  
*Chief Medical Officer*

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

4150 Technology Way, Suite 300  
Carson City, NV 89706

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

**July 3, 2017**

**MEMORANDUM**

**TO:** **Nikki Hovden**  
*Budget Analyst*  
*Budget Division*

**THROUGH:** **Mark Winebarger**  
*Administrative Services Officer IV*  
*Division of Public and Behavioral Health*

**FROM:** **Shelly Bryant**  
*Agency Director*  
*Northern Nevada Adult Mental Health Services*

**SUBJECT: REQUEST FOR RETROACTIVE START DATE OF CONTRACT – July 1, 2017 (CETS # 18683)**

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This memorandum requests that the following contract be approved for a retroactive start date effective July 1, 2017. This contract is for maintenance and emergency service for generators located at Northern Nevada Adult Mental Health Services and Lake's Crossing Center. These generators need to be able to operate at all times, in case of a power failure to either facility.

This contract was sent to the vendor in May 2017, but was not signed until late June, which did not leave sufficient time for internal processing. In the future, contracts will be started earlier to allow time for internal contract processing and vendor signature. The program will also ensure to follow up with the vendor if signature has not been obtained in a timely manner.

We therefore request that this contract be accepted with a retroactive start date of July 1, 2017. If this contract is not approved and power fails, the security systems at both facilities will not be able to function.

Thank you for your consideration in this matter.

CC: Contract Unit  
Division of Public and Behavioral Health

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18884**

Agency Name:	<b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name:	<b>B.T. MANCINI COMPANY, INC.</b>
Agency Code:	<b>406</b>	Contractor Name:	<b>B.T. MANCINI COMPANY, INC.</b>
Appropriation Unit:	<b>3645-95</b>	Address:	<b>876 S MILPITAS BLVD</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>MILPITAS, CA 95035-6311</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>LIZ.JOHNSON@BTMANCINI.COM 408-942-7900</b>
		Vendor No.:	<b>T27039264</b>
		NV Business ID:	<b>NV19701001114</b>

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.

<input checked="" type="checkbox"/>	General Funds	<b>100.00 %</b>	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C15922

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/27/2017**  
Anticipated BOE meeting date 07/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2017**

Contract term: **3 days**

4. Type of contract: **Contract**

Contract description: **Carpet Installation**

5. Purpose of contract:

**This is a new contract to remove old carpet, move furniture and install new carpet and vinyl base.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$21,739.00**

Payment for services will be made at the rate of \$21,739.00 per null

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**Carpet needs to be replaced for safety issues. Carpet is worn out and has holes which causes a safety hazards.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Current state staff do not have the equipment nor the expertise for this project.**

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):

Triple A Carpet  
BT Mancini  
Carpet Tender

b. Solicitation Waiver: **Not Applicable**

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

Vendor provided the lowest priced bid for this job.

d. Last bid date: 01/09/2017 Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Elliot, Mark, Maintenance Supervisor Ph: 775-688-1900

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmorse	06/27/2017 09:29:40 AM
Division Approval	rmorse	06/27/2017 09:29:43 AM
Department Approval	jkolenut	06/27/2017 09:43:00 AM
Contract Manager Approval	rmorse	06/27/2017 12:34:57 PM
Budget Analyst Approval	nhovden	06/27/2017 16:50:27 PM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>16928</b>	Amendment Number: <b>2</b>
Agency Name: <b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name: <b>BETTERIDGE, BOYD C., DBA BETTERIDGE JANITORIAL</b>
Agency Code: <b>406</b>	Contractor Name: <b>BETTERIDGE, BOYD C., DBA BETTERIDGE JANITORIAL</b>
Appropriation Unit: <b>3648-04</b>	Address: <b>BETTERIDGE JANITORIAL SERVICE 3013 POTATO RD STE B</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>WINNEMUCCA, NV 89445-3682</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775/625-3878</b>
	Vendor No.: <b>T81071297</b>
	NV Business ID: <b>NV20141161719</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **C 15000**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/29/2015**  
Anticipated BOE meeting date **07/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2017**

Contract term: **3 years and 337 days**

4. Type of contract: **Contract**

Contract description: **Janitorial Services**

5. Purpose of contract:

**This is the second amendment to the original contract which provides ongoing janitorial services for the Battle Mountain Mental Health Center. This amendment extends the termination date from June 30, 2017 to June 30, 2019 and increases the maximum amount from \$8,160 to \$15,980 due to a lease extension at the current location and the continued need for these services.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$4,080.00	\$4,080.00	\$4,080.00	No
a. Amendment 1:	\$4,080.00	\$8,160.00	\$8,160.00	No
2. Amount of current amendment (#2):	\$7,820.00	\$15,980.00	\$15,980.00	Yes - Info
3. New maximum contract amount:	\$15,980.00			
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?

SAM 1008, 1014 and Exhibit C of the building lease. The Mental Health Center needs to be cleaned regularly to provide a healthful work environment for employees and clients.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

No state employees are available in this rural area to provide 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):

Great Basin  
Betteridge Janitorial  
Top Facility Services

b. Solicitation Waiver: **Not Applicable**

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

This vendor was selected because the quality of the work best suited their cost proposal.

d. Last bid date: 05/14/2015 Anticipated re-bid date: 05/16/2019

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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:

DPBH has utilized this vendor in multiple locations for numerous years - satisfactory

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmorse	06/26/2017 10:17:46 AM
Division Approval	rmorse	06/26/2017 10:17:49 AM
Department Approval	jkolenut	06/27/2017 08:00:02 AM



Contract Manager Approval  
Budget Analyst Approval

rmorse  
nhovden

06/27/2017 13:13:44 PM  
06/28/2017 09:46:36 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: <b>16863</b>	Amendment Number: <b>2</b>
Agency Name: <b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name: <b>TUELLER, QUINTIN</b>
Agency Code: <b>406</b>	Contractor Name: <b>TUELLER, QUINTIN</b>
Appropriation Unit: <b>3648-04</b>	Address: <b>1245 PETERSON RD</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LOVELOCK, NV 89419-5414</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775/273-3129</b>
	Vendor No.: <b>T29033284</b>
	NV Business ID: <b>NV20141289672</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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

<b>X</b>	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **C 14943**

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: **Janitorial**

5. Purpose of contract:

**This is the second amendment to the original contract which provides janitorial services for the Lovelock Mental Health Center. This amendment extends the termination date from June 30, 2017 to June 30, 2019 and increases the maximum amount from \$11,600.00 to \$23,200.00 due to a lease extension at the current location.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$5,800.00	\$5,800.00	\$5,800.00	No
a. Amendment 1:	\$5,800.00	\$11,600.00	\$11,600.00	Yes - Info
2. Amount of current amendment (#2):	\$11,600.00	\$11,600.00	\$23,200.00	Yes - Info
3. New maximum contract amount:	\$23,200.00			
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?

SAM 1008, 1014 and Exhibit C of the building lease. The Mental Health Center needs to be cleaned regularly to provide a healthful work environment for employees and clients.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

No state employees are available in this rural area to provide 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):

Quintin Tueller  
Betteridge Janitorial  
Mason Valley Janitorial

b. Solicitation Waiver: **Not Applicable**

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

The vendor provided the only response to the solicitation.

d. Last bid date: 05/15/2015 Anticipated re-bid date: 05/01/2019

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Vendor has provided services for DPBH since 7/15 - satisfactory

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	chadwic1	06/15/2017 10:38:21 AM
Division Approval	chadwic1	06/15/2017 10:38:32 AM
Department Approval	jkolenut	06/16/2017 07:56:52 AM
Contract Manager Approval	rmorse	06/20/2017 09:20:17 AM
Budget Analyst Approval	nhovden	06/21/2017 11:41:29 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: **18685**

Agency Name: <b>DHHS - DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name: <b>CANYON CONSTRUCTION</b>
Agency Code: <b>409</b>	Contractor Name: <b>CANYON CONSTRUCTION</b>
Appropriation Unit: <b>3259-95</b>	Address: <b>3250 W. Idaho</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>ELKO, NV 89801</b>
If "No" please explain: Not Applicable	Contact/Phone: Courtney Murphy 775/738-2210
	Vendor No.: PUR0003379A
	NV Business ID: NV19821008262

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.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/16/2017**  
Anticipated BOE meeting date 06/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2017**

Contract term: **14 days**

4. Type of contract: **Contract**

Contract description: **Water Valve Repair**

5. Purpose of contract:

**This is a new contract for an approved deferred maintenance project for the repair and replacement of water isolation valves.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,355.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Youth Training Center is a Juvenile Justice facility that houses up to 60 male youth between the ages of eleven and eighteen who are committed by the state's district courts for correctional care. There was an approved deferred maintenance project to replace the worn out water isolation valves in the 16/17 budget. Without replacement of these valves the water will be unable to be shut off in case of emergency.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This project requires specialty equipment and other tools not available at the facility.

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):

Remington Constructin  
Faulstich & Rand Construction  
Canyon Construction

b. Solicitation Waiver: **Not Applicable**

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

This vendor was selected as they were the lowest responsible vendor.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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, they have previously completed projects satisfactorily for the Nevada Youth Training Center.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**No** b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

Vern Harlow, Admin Services Officer I Ph: 775-783-7182

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dander16	04/21/2017 14:04:40 PM
Division Approval	mmason	06/09/2017 15:01:10 PM
Department Approval	jkolenut	06/12/2017 10:47:17 AM
Contract Manager Approval	sknigge	06/13/2017 11:52:07 AM
Budget Analyst Approval	nhovden	06/19/2017 10:42:29 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: **18695**

Agency Name: <b>DHHS - DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name: <b>CANYON CONSTRUCTION</b>
Agency Code: <b>409</b>	Contractor Name: <b>CANYON CONSTRUCTION</b>
Appropriation Unit: <b>3259-95</b>	Address: <b>3250 West Idaho</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>ELKO, NV 89801</b>
If "No" please explain: Not Applicable	Contact/Phone: <b>775/738-2210</b>
	Vendor No.: <b>PUR0003379A</b>
	NV Business ID: <b>NV19821008262</b>

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.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/16/2017**

Anticipated BOE meeting date **07/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2017**

Contract term: **14 days**

4. Type of contract: **Contract**

Contract description: **Sewer Line Repair**

5. Purpose of contract:

**This is a new contract for an approved deferred maintenance project to repair the school sewer line in order to prevent back ups.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$17,712.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Youth Training Center is a Juvenile Justice facility that houses up to 60 male youth between the ages of eleven and eighteen who are committed by the state's district courts for correctional care. There was a deferred maintenance project approved with the 16/17 budget for the repair and replacement of the school sewer line. Without repairs the sewer line will continue to degrade and backing up will occur at a increased rate. Sewage back up creates a health and safety risk for the staff, youth and public visitors.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This project requires specialty equipment and other tools not available at the facility.**

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):

Faulstich & Rand Construction  
Canyon Construction Inc.  
Remington Construction

b. Solicitation Waiver: **Not Applicable**

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

This was the lowest responsible vendor to submit a quote.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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 they have previously completed projects satisfactorily for the Nevada Youth Training Center.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Vern Harlow, Admin Services Officer I Ph: 775-738-7182

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dander16	04/26/2017 08:40:14 AM
Division Approval	mmason	06/09/2017 15:00:28 PM
Department Approval	jkolenut	06/12/2017 14:17:05 PM
Contract Manager Approval	sknigge	06/13/2017 11:49:10 AM
Budget Analyst Approval	nhovden	06/19/2017 10:46:04 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: **18766**

Agency Name: <b>DHHS - DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name: <b>ROE PAINTING, INC.</b>
Agency Code: <b>409</b>	Contractor Name: <b>ROE PAINTING, INC.</b>
Appropriation Unit: <b>3259-95</b>	Address: <b>PO BOX 7351</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>BOISE, ID 83707</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Andy Roe 208/991-0567</b>
	Vendor No.: <b>T32004121</b>
	NV Business ID: <b>NV20121212195</b>

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.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/21/2017**  
Anticipated BOE meeting date **06/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2017**

Contract term: **9 days**

4. Type of contract: **Contract**

Contract description: **Floor Refinishing**

5. Purpose of contract:

**This is a new contract for an approved deferred maintenance project to refinish the floors of the Forester Dorm in order to maintain the safety of the youth from slip and fall hazards.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,475.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Youth Training Center is a Juvenile Justice facility that houses up to 60 male youth between the ages of eleven and eighteen who are committed by the state's district courts for correctional care. The floors in the youth dorm have not been refinished in a number of years. Repairs and refinishing are needed to maintain the safety of the youth from slip and fall hazards.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This project requires specialty equipment and other tools not available at the facility.

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 was the only vendor to submit a quote.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Yes. The contractor has performed work for the Nevada Youth Training Center during FY 2015 and 2016. The work was satisfactory.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Vern Harlow, Admin Services Officer I Ph: 775-738-7182

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dander16	05/04/2017 08:10:16 AM
Division Approval	mmason	06/19/2017 15:31:19 PM
Department Approval	jkolenut	06/20/2017 13:54:09 PM
Contract Manager Approval	sknigge	06/20/2017 15:00:45 PM
Budget Analyst Approval	dreynd2	06/21/2017 14:58:20 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: **18901**

Agency Name: <b>ADJUTANT GENERAL &amp; NATIONAL GUARD</b>	Legal Entity Name: ETC Group, LLC
Agency Code: <b>431</b>	Contractor Name: <b>ETC Group, LLC</b>
Appropriation Unit: <b>3650-16</b>	Address: <b>1997 South 1100 East</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Salt Lake City, UT 84106</b>
If "No" please explain: Not Applicable	Contact/Phone: Jane Guyer 801-278-1927
	Vendor No.: T29039187
	NV Business ID: NV20141021915

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/15/2017**

Anticipated BOE meeting date 07/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/01/2018**

Contract term: **351 days**

4. Type of contract: **Contract**

Contract description: **Energy Savings Audit**

5. Purpose of contract:

**This is a new contract for professional facility audit services for the National Guard's Las Vegas Readiness Center and Field Maintenance Shop 7.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$21,600.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The professional audit services is required to audit and provide recommendations to work on energy savings at Army Aviation Support Facility & Washoe County Armory based on federal requirements.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Agency personnel does not possess necessary skills and certifications to perform specified work.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

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

Per NAC 333.150, vendor has requisite skills and certifications to perform the professional American Society of Heating and Air-Conditioning Engineers (ASHRAE) Level 2 audit.

d. Last bid date: 05/02/2017 Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ctyle1	06/14/2017 15:45:56 PM
Division Approval	ctyle1	06/14/2017 15:45:59 PM
Department Approval	ctyle1	06/14/2017 15:46:01 PM
Contract Manager Approval	twollan1	06/14/2017 15:48:08 PM
Budget Analyst Approval	jrodrig9	06/15/2017 20:06:17 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: **18919**

Agency Name: <b>DEPARTMENT OF CORRECTIONS</b>	Legal Entity Name: Wild West Vending, LLC
Agency Code: <b>440</b>	Contractor Name: <b>Wild West Vending, LLC</b>
Appropriation Unit: <b>3708-00</b>	Address: <b>4933 Victory Blvd.</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Elko, NV 89801</b>
If "No" please explain: Not Applicable	Contact/Phone: Heidi M. Hutchings 775/777-3549
	Vendor No.:
	NV Business ID: NV20171402127
To what State Fiscal Year(s) will the contract be charged?	<b>2018-2021</b>

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % N/A Revenue for B/A 3708 Offenders Store Fund</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2017**

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 356 days**

4. Type of contract: **Revenue Contract**

Contract description: **vending services**

5. Purpose of contract:

**This is a new contract to continue ongoing vending machine services for Ely State Prison, Ely Conservation Camp and Pioche Conservation Camp.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$43,185.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

This is a contract to provide continued revenue for the Offenders Store Fund through commission received from vending machine sales. Per NRS 209.229 operation of vending machines in visitors areas and related profits are to be deposited into the Offenders Stores Fund.

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 staff or equipment necessary to perform this service. Per NRS 209.229 no other State agency can perform this service.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

First Class Vending  
YoEleven Vending, LLC  
Wild West Vending, LLC

b. Solicitation Waiver: **Not Applicable**

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

Wild West Vending, LLC was the only vendor to submit a proposal. The solicitation was sent out to the entire State Purchasing vendor list as well as NDOC completing a vendor search on the internet.

d. Last bid date: 05/12/2017 Anticipated re-bid date: 03/12/2021

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vostin	06/26/2017 15:05:00 PM
Division Approval	amonro1	06/28/2017 08:42:59 AM
Department Approval	sewart	06/28/2017 20:37:51 PM
Contract Manager Approval	jhardy	07/10/2017 08:24:23 AM
Budget Analyst Approval	bmacke1	07/10/2017 09:24:52 AM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18888**

Agency Name: <b>DEPARTMENT OF CORRECTIONS</b>	Legal Entity Name: James F. Thomson, Jr., a sole proprietor
Agency Code: <b>440</b>	Contractor Name: <b>James F. Thomson, Jr., a sole proprietor</b>
Appropriation Unit: <b>3738-95</b>	Address: <b>DBA American Southwest Electri 4485 Riviera Ridge Ave.</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89115</b>
If "No" please explain: Not Applicable	Contact/Phone: James F. Thomson, Jr., Owner 702/643-2900
	Vendor No.: T29035625
	NV Business ID: NV20101199025

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.

<input checked="" type="checkbox"/> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/20/2017**

Anticipated BOE meeting date 06/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **07/31/2017**

Contract term: **41 days**

4. Type of contract: **Contract**

Contract description: **pond maintenance**

5. Purpose of contract:

**This is a new contract to provide laboratory testing, loading transporting and disposal of 600 yards of dry & wet pond sludge located at Southern Desert Correctional Center**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$21,600.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The sludge removed from pond #1 has been retained in a infiltration basin for the purpose of drying the material into transferable bio solid. This material, if not disposed of, will be blown throughout the property and will cause an environmental hazard.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This service requires a contractor with the required equipment to load and dispose of bio waste without causing an environmental hazard. The department does not have the required staff or equipment to perform this service. No other State agency provides 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):

American Southwest Electric  
Clean Harbors  
H2O Environmental

b. Solicitation Waiver: **Not Applicable**

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

American Southwest Electric 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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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:

FY17 with Nevada Department of Corrections. Services have been verified as satisfactory.

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bweisent	06/15/2017 15:12:48 PM
Division Approval	amonro1	06/15/2017 15:28:35 PM
Department Approval	sewart	06/15/2017 15:37:22 PM
Contract Manager Approval	jhardy	06/19/2017 17:06:32 PM
Budget Analyst Approval	bmacke1	06/20/2017 08:19:13 AM



### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18908**

Agency Name: <b>DEPARTMENT OF CORRECTIONS</b>	Legal Entity Name: <b>Tri-County Weed Control</b>
Agency Code: <b>440</b>	Contractor Name: <b>Tri-County Weed Control</b>
Appropriation Unit: <b>3751-09</b>	Address: <b>133 Fay Avenue</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Ely, NV 89301</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Brandon Vaught 775/289-6341</b>
	Vendor No.: <b>T40267400</b>
	NV Business ID: <b>Government Entity</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2018-2021</b>

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

<input checked="" type="checkbox"/> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2017**

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: **Interlocal Agreement**

Contract description: **weed control**

5. Purpose of contract:

**This is a new interlocal agreement that continues ongoing spraying weed abatement chemicals from the inside edge of the perimeter road all the way around the entire fence surrounding Ely State Prison.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,338.36**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Weed abatement is necessary to limit risk of a fire hazard around the perimeter of the Ely State Prison. Professional treatment will alleviate the ongoing process of clearing out he weeds.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Historically the department has contracted for these services with a professional to alleviate the potential risk to NDOC staff and inmates. No other state agency performs this service.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

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

**Government Entity**

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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 with the Nevada Department of Corrections. Services have been verified as satisfactory.

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cjackson	06/28/2017 16:05:34 PM
Division Approval	amonro1	06/29/2017 12:05:49 PM
Department Approval	sewart	06/29/2017 12:11:13 PM
Contract Manager Approval	vfajota	06/29/2017 14:19:17 PM
Budget Analyst Approval	pnicks	07/05/2017 13:46:18 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: **18978**

Agency Name: <b>DEPARTMENT OF AGRICULTURE</b>	Legal Entity Name: <b>AMERICAN CHILLER SERVICE, INC.</b>
Agency Code: <b>550</b>	Contractor Name: <b>AMERICAN CHILLER SERVICE, INC.</b>
Appropriation Unit: <b>4554-04</b>	Address: <b>ACS</b>
Is budget authority available?: <b>Yes</b>	<b>5580 Mill Street, Suite 400</b>
If "No" please explain: <b>Not Applicable</b>	City/State/Zip: <b>Reno, NV 89502</b>
	Contact/Phone: <b>775/322-9900</b>
	Vendor No.: <b>T29015907A</b>
	NV Business ID: <b>NV19921063155</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2018-2019</b>

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

<input checked="" type="checkbox"/> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/17/2017**

Anticipated BOE meeting date **08/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2019**

Contract term: **1 year and 348 days**

4. Type of contract: **Contract**

Contract description: **ACS HVAC**

5. Purpose of contract:

**This is a new contract to provide preventative and routine maintenance for the HVAC system in the Sparks headquarter building.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$23,938.00**

Payment for services will be made at the rate of \$11,969.00 per Year

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The HVAC system require periodic service for continued performance and the preventative maintenance provides for longer lasting operation of the equipment.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The staff at the Department of Agriculture does not have the expertise to maintain specialized HVAC equipment.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

American Chiller  
Elite Air Systems  
QCS

b. Solicitation Waiver: **Not Applicable**

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

Lowest price and familiarity with company's service and quality.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mston1	07/07/2017 08:56:14 AM
Division Approval	mston1	07/07/2017 08:56:17 AM
Department Approval	mston1	07/07/2017 08:56:20 AM
Contract Manager Approval	mston1	07/17/2017 13:19:46 PM
Budget Analyst Approval	hfield	07/17/2017 13:47:52 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: **18907**

Agency Name: <b>GCB - GAMING CONTROL BOARD</b>	Legal Entity Name: <b>PACIFIC STATES COMMUNICATIONS</b>
Agency Code: <b>611</b>	Contractor Name: <b>PACIFIC STATES COMMUNICATIONS OF NEVADA INC</b>
Appropriation Unit: <b>4061-05</b>	Address: <b>240 S. Rock Blvd., Ste. 117</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89502</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Mike Metzger 775-284-4104</b>
	Vendor No.: <b>T29008067</b>
	NV Business ID: <b>NV19861024201</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2018</b>

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

<input checked="" type="checkbox"/> General Funds	<b>71.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	<b>29.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/21/2017**

Anticipated BOE meeting date **07/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **08/30/2017**

Contract term: **70 days**

4. Type of contract: **Contract**

Contract description: **Phone Implementation**

5. Purpose of contract:

**This is a new contract to provide installation and training services pertaining to a new telephone system (equipment purchased pursuant to a simultaneous separate agreement with a NASPO vendor) in the Carson City office.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,367.50**

Other basis for payment: Upon receipt of a state-approved invoice

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The current phone systems are 10-20, or more, years old. They are cumbersome to manage and often require assistance from the phone system vendor to make small changes. The voicemail systems require resetting often. Not all of the phone systems are connected and do not allow for 5 digit dialing between offices. In addition, at least one phone system does not allow calls to be forwarded or transferred to field agent's cell phones.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Not area of expertise; EITS exempt

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?

Sole-source justification (equipment being purchased from NASPO vendor) for services pertaining to equipment.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

13. 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:

NASPO vendor

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jblac7	06/20/2017 16:52:25 PM
Division Approval	jblac7	06/20/2017 16:52:28 PM
Department Approval	jblac7	06/20/2017 16:52:31 PM
Contract Manager Approval	jblac7	06/20/2017 16:52:33 PM
Budget Analyst Approval	myoun3	06/21/2017 17:15:46 PM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>17086</b>	Amendment Number: <b>1</b>
Agency Name: <b>DPS-INVESTIGATION DIVISION</b>	Legal Entity Name: <b>BEHIND THE SCENE CLEANING SERVICE, INC.</b>
Agency Code: <b>653</b>	Contractor Name: <b>BEHIND THE SCENE CLEANING SERVICE, INC.</b>
Appropriation Unit: <b>3743-04</b>	Address: <b>PO BOX 6802</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>FALLON, NV 87407-6802</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775-426-9985</b>
	Vendor No.: <b>T27024668</b>
	NV Business ID: <b>NV20041510051</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

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

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/25/2015**

Anticipated BOE meeting date 08/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved **08/30/2017**

Termination Date:

Contract term: **3 years and 341 days**

4. Type of contract: **Contract**

Contract description: **Janitorial**

5. Purpose of contract:

**This is the first amendment to the original contract which provides janitorial services for the Investigation Division in Fallon. This amendment extends the termination date from August 30, 2017 to August 31, 2019 and increases the maximum amount from \$6,740 to \$13,600 to extend services for 2 years.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$6,740.00	\$6,740.00	\$6,740.00	No
2. Amount of current amendment (#1):	\$6,860.00	\$13,600.00	\$13,600.00	Yes - Info
3. New maximum contract amount:	\$13,600.00			
and/or the termination date of the original contract has changed to:	08/31/2019			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

State offices must be kept clean and sanitary.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies do not provide this service in Fallon.

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):

Behind the Scene Cleaning Service Inc  
Anne's Cleaning Service  
Tidy Maids  
DJ's

b. Solicitation Waiver: **Not Applicable**

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

This vendor was the lowest bidder.

d. Last bid date: 05/01/2015 Anticipated re-bid date: 05/01/2019

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mcar2	06/15/2017 17:37:41 PM
Division Approval	jdibasil	06/16/2017 14:07:17 PM
Department Approval	mcar2	06/16/2017 14:27:43 PM
Contract Manager Approval	mcar2	06/16/2017 14:27:47 PM
Budget Analyst Approval	jrodrig9	06/20/2017 10:27:35 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: **18915**

Agency Name: <b>DCNR - PARKS DIVISION</b>	Legal Entity Name: Associated Chapels, DBA A Special Memory Wedding Chapel
Agency Code: <b>704</b>	Contractor Name: <b>Associated Chapels, DBA A Special Memory Wedding Chapel</b>
Appropriation Unit: <b>4162-00</b>	Address: <b>800 South 4th Street</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89101</b>
If "No" please explain: Not Applicable	Contact/Phone: Wendy Gust 702-384-2211
	Vendor No.:
	NV Business ID: NV20051128227

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 %	<b>X Other funding</b>	<b>100.00 % Revenue Contract</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/30/2017**

Anticipated BOE meeting date 08/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/10/2019**

Contract term: **1 year and 345 days**

4. Type of contract: **Revenue Contract**

Contract description: **Weddings**

5. Purpose of contract:

**This is a new revenue contract to conduct commercial wedding ceremonies and wedding photo tours at Valley of Fire State Park.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Vendor is requesting to conduct wedding ceremonies and wedding photo tours.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NA

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

13. 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 a contractor from 2009 to current. They have satisfactorily complied with the rules and regulations.

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

Jim Hammons, Park Supervisor Ph: 702-397-2088

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	06/22/2017 11:40:02 AM
Division Approval	sdecrona	06/22/2017 11:40:05 AM
Department Approval	sdecrona	06/22/2017 11:40:07 AM
Contract Manager Approval	sdecrona	06/27/2017 11:32:17 AM
Budget Analyst Approval	cpalme2	06/30/2017 15:24:43 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: **18921**

Agency Name: **DCNR - PARKS DIVISION**  
 Agency Code: **704**  
 Appropriation Unit: **4162-04**  
 Is budget authority available?: **Yes**  
 If "No" please explain: Not Applicable

Legal Entity Name: **DYER ENGINEERING CONSULTANTS**  
 Contractor Name: **DYER ENGINEERING CONSULTANTS**  
 Address: **9160 DOUBLE DIAMOND PARKWAY, STE. A**  
 City/State/Zip: **RENO, NV 89521**  
 Contact/Phone: **775/852-1440**  
 Vendor No.: **T29030589**  
 NV Business ID: **NV19981192874**  
 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.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/03/2017**  
 Anticipated BOE meeting date **08/2017**

Retroactive? **No**  
 If "Yes", please explain

**Not Applicable**

3. Termination Date: **09/30/2018**  
 Contract term: **1 year and 89 days**

4. Type of contract: **Contract**  
 Contract description: **Engineering Design**

5. Purpose of contract:

**This is a new contract for design and implementation of a drought resistant potable water supply to Lahontan State Recreational Area.**

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?

To provide drought resistant potable water supply to Lahontan State Recreational Area.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Workload.

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):

Summit Engineering  
 Tectonics Design Group

b. Solicitation Waiver: **Not Applicable**

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

Only one qualified bidder

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. 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:

With NDOW 2012-2017 with satisfactory compliance.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Tim Hunt, Chief of Planning & Development Ph: 775-684-2772

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	06/26/2017 08:37:43 AM
Division Approval	sdecrona	06/26/2017 08:37:45 AM
Department Approval	sdecrona	06/26/2017 08:37:47 AM
Contract Manager Approval	sdecrona	06/26/2017 08:54:43 AM
Budget Analyst Approval	cpalme2	07/03/2017 09:00:38 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: **18870**

Agency Name: <b>DCNR - DIVISION OF WATER RESOURCES</b>	Legal Entity Name: <b>U.S. Geological Survey</b>
Agency Code: <b>705</b>	Contractor Name: <b>U.S. Geological Survey</b>
Appropriation Unit: <b>4157-10</b>	Address: <b>2730 N. Deer Run Road</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Carson City, NV 89701</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Steven N. Berris 775-887-7693</b>
	Vendor No.: <b>T80838030</b>
	NV Business ID: <b>Governmental Entity</b>

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 %
<b>X</b> Federal Funds	<b>37.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>63.00 % Pass Through Funds</b>

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 **08/2018**

Retroactive? **Yes**

If "Yes", please explain

**Documents necessary to execute the Joint Funding Agreement were received from Newmont Mining Corporation on May 26, too late to qualify for the June Board of Examiners and the documents were processed too late to file in time for the July Board of Examiners meeting.**

3. Termination Date: **06/30/2019**

Contract term: **1 year and 364 days**

4. Type of contract: **Cooperative Agreement**

Contract description: **Maggie Cr. JFA**

5. Purpose of contract:

**This is a new Joint Funding Agreement for the ongoing operation and maintenance of a streamflow gaging station on Maggie Creek and a crest stage gage on Simon Creek. Discharge data are collected, reviewed and made available in the annual publication "Water-Resources Data - Nevada" and upon the U.S. Geological Survey NWIS web site.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,190.00**

Payment for services will be made at the rate of \$6,024.00 per quarter

#### II. JUSTIFICATION

7. What conditions require that this work be done?

This is a program monitoring streamflow discharge for Maggie and Simon Creeks for possible impacts from activities of major water users in the area.

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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. 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.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Matthew Dillon, Water Resource Specialist Ph: 775-684-2856

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bkordono	06/07/2017 15:48:45 PM
Division Approval	bkordono	06/07/2017 15:48:48 PM
Department Approval	kwilliam	06/13/2017 14:05:35 PM
Contract Manager Approval	bkordono	06/14/2017 08:31:23 AM
Budget Analyst Approval	cpalme2	06/19/2017 12:17:29 PM




**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

DATE: JUNE 6, 2017

Accompanying this memorandum is the Joint Funding Agreement (JFA) and supporting documents for the Upper Maggie and Simon Creeks Monitoring Program (Program) for state fiscal years 2018-2019. The term of the JFA is from July 1, 2017 through June 30, 2019. The Program is funded by pass-thru money from Newmont Mining Corporation (Newmont) and cooperative matching funds applied by the U.S. Geological Survey (USGS). The funding total for the JFA is \$48,190; Newmont provides \$30,360 and USGS provides \$17,830. The scope of work of the Program is the operation and maintenance of one continuous streamflow gaging station and one crest-stage gage.

As noted above, the start date for the JFA is July 1, 2017. The JFA and supporting documents are not submitted in time for either the June or July Board of Examiners (BOE) meeting. It is most likely that the JFA will be eligible for the August 8 BOE agenda. I apologize for the untimely submittal. Documents necessary to execute the JFA were received Newmont Mining Corporation on May 26, too late to qualify for the June BOE and I began processing the documents too late to file in time for the July BOE meeting.

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18866**

Agency Name: <b>DCNR - FORESTRY DIVISION</b>	Legal Entity Name: <b>BUREAU OF LAND MANAGEMENT</b>
Agency Code: <b>706</b>	Contractor Name: <b>BUREAU OF LAND MANAGEMENT</b>
Appropriation Unit: <b>4195-00</b>	Address: <b>CARSON CITY DISTRICT OFFICE</b>
Is budget authority available?: <b>Yes</b>	<b>5665 MORGAN MILL ROAD</b>
If "No" please explain: <b>Not Applicable</b>	City/State/Zip: <b>CARSON CITY, NV 89701</b>
	Contact/Phone: <b>SHANE CHARLEY 775-885-6000</b>
	Vendor No.:
	NV Business ID: <b>GOVERNMENT ENTITY</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2022</b>

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % BLM-REVENUE AGREEMENT</b>

Agency Reference #: **NDF17-051**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/14/2017**

Anticipated BOE meeting date **08/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **05/01/2022**

Contract term: **4 years and 322 days**

4. Type of contract: **Revenue Contract**

Contract description: **Land Use Agreement**

5. Purpose of contract:

**The is a new revenue interlocal agreement that continues the use of land at the division's Air Operations facility, located in Minden, as a temporary Single Engine Air Tanker (SEAT) reload base and Air Attack parking.**

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 \$300.00 per day utilized

Other basis for payment: upon receipt of BLM invoice for use.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Bureau of Land Management (BLM) has requested the use of the land at the NDF Air Operations facility on a temporary basis as a reloading base for single engine air tankers and Air Attack parking when needed. The use of the land by BLM is beneficial to the State of Nevada during the fire fighting season.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a revenue agreement to the division.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**



b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

[Empty text box]

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of 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

BLM is a federal agency.

13. 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 is the second land use agreement with the Bureau of Land Management.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Tom Knight, Aviation Services Officer Ph: 775-782-1422

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jkidd	06/09/2017 08:40:45 AM
Division Approval	jkidd	06/09/2017 08:40:48 AM
Department Approval	dprather	06/12/2017 10:48:14 AM
Contract Manager Approval	ldunn	06/13/2017 06:34:53 AM
Budget Analyst Approval	hfield	06/14/2017 14:35:09 PM

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18873**

Agency Name: <b>DCNR - STATE LANDS</b>	Legal Entity Name: <b>KPS 3 INC</b>
Agency Code: <b>707</b>	Contractor Name: <b>KPS 3 INC</b>
Appropriation Unit: <b>4173-26</b>	Address: <b>50 W LIBERTY ST STE 640</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89501-1946</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>ROB GAEDTKE 775/686-7439</b>
	Vendor No.: <b>PUR0004720</b>
	NV Business ID: <b>NV19941094961</b>

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.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/16/2017**

Anticipated BOE meeting date **08/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **10/01/2017**

Contract term: **107 days**

4. Type of contract: **Contract**

Contract description: **Website Development**

5. Purpose of contract:

**This is a new contract to provide the planning, design, development and testing of a new website and logo for the agency.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,500.00**

Other basis for payment: Contract value will be paid within 30 days of receipt of the invoice.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Division of State Lands website is outdated and outside the same infrastructure as the other agencies of the Department of Conservation & Natural Resources. The existing website makes it difficult for the public to navigate, and it was created in an outdated platform that is unstable and easily targeted by hackers.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The agency does not have web developers to redesign the current website and does not have staff qualified to complete the work. The new platform will allow for easy maintenance and content management by the agency's Business Process Analyst and Office Manager.

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 322.195 authorizes the joint use of a governmental contract. The Nevada Division of Environmental Protection (NDEP) has a current website redesign contract with this vendor that was secured through the solicitation process.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. 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:

1994 to present: Nevada Division of Industrial Relations, Safety Consultation and Training Section, satisfactory.  
1997 to 1999 and 2003 to 2004: Nevada Commission on Economic Development, satisfactory.  
2006 to present: Nevada System of Higher Education, satisfactory.  
2010 to present: Nevada Department of Health and Human Services, satisfactory.  
2014 to present: Nevada Division of Environmental Protection, satisfactory.  
2015 to present: Public Employee Benefits Program, satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bre00	06/08/2017 13:53:57 PM
Division Approval	bre00	06/08/2017 13:53:59 PM
Department Approval	kwilliam	06/09/2017 13:44:27 PM
Contract Manager Approval	bre00	06/09/2017 15:04:30 PM
Budget Analyst Approval	hfield	06/15/2017 11:12:32 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: **18898**

Agency Name: <b>B&amp;I - ATHLETIC COMMISSION</b>	Legal Entity Name: <b>JERMAN, VINCENT F</b>
Agency Code: <b>749</b>	Contractor Name: <b>JERMAN, VINCENT F</b>
Appropriation Unit: <b>3952-04</b>	Address: <b>5721 CALM LAGOON AVE</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89130-7076</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702/463-8754</b>
	Vendor No.: <b>T32003974</b>
	NV Business ID: <b>NV20161087799</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2018-2021</b>

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>90.00 % ATHLETIC COMMISSION GATE FEES</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b>	Other funding	<b>10.00 % TICKET SURCHARGE (AMATEUR PROGRAM)</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/17/2017**

Anticipated BOE meeting date **08/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **03/31/2021**

Contract term: **3 years and 258 days**

4. Type of contract: **Contract**

Contract description: **Specialty Services**

5. Purpose of contract:

**This is a new contract that continues ongoing services to provide Unarmed Combat Inspector services for weigh-ins and events.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: \$150.00 per event and \$50.00 per weigh-in or per day of USA Boxing gym inspection; not to exceed \$20,000 over contract term.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**NRS 467.050 allows the Commission to utilize and employ inspectors as independent contractors.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Weigh-ins and events occur on evenings, weekends, and holidays. The Commission has a limited staff and would incur overtime in trying to fulfill these obligations.**

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

The vendor has knowledge of the rules and regulations of unarmed combat and has been previously contracted with the Athletic Commission. Performance is satisfactory.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

Phillips, Nyra, Management Analyst 2 Ph: 702-486-2581

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	avance	06/13/2017 15:24:39 PM
Division Approval	avance	06/13/2017 15:24:41 PM
Department Approval	jhans4	06/30/2017 09:56:41 AM
Contract Manager Approval	avance	07/12/2017 13:37:35 PM
Budget Analyst Approval	aurruty	07/17/2017 17:10:26 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: **18897**

Agency Name: <b>B&amp;I - ATHLETIC COMMISSION</b>	Legal Entity Name: LAZZAROTTO, JACK V
Agency Code: <b>749</b>	Contractor Name: <b>LAZZAROTTO, JACK V</b>
Appropriation Unit: <b>3952-04</b>	Address: <b>8942 BRACKEN CLIFF CT</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89129-3647</b>
If "No" please explain: Not Applicable	Contact/Phone: 702/580-4395
	Vendor No.: T81007716
	NV Business ID: NV20111796985
To what State Fiscal Year(s) will the contract be charged?	<b>2018-2020</b>

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>90.00 % ATHLETIC COMMISSION GATE FEES</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b>	Other funding	<b>10.00 % TICKET SURCHARGE (AMATEUR PROGRAM)</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/12/2017**

Anticipated BOE meeting date 08/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2020**

Contract term: **2 years and 354 days**

4. Type of contract: **Contract**

Contract description: **Specialty Services**

5. Purpose of contract:

**This is a new contract that continues ongoing services to provide Unarmed Combat Inspector services for weigh-ins and events.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: \$150.00 per event and \$50.00 per weigh-in or per day of USA Boxing gym inspection; not to exceed \$20,000 over contract term.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 467.050 allows the Commission to utilize and employ inspectors as independent contractors.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Weigh-ins and events occur on evenings, weekends, and holidays. The Commission has a limited staff and would incur overtime in trying to fulfill these obligations.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

The vendor has knowledge of the rules and regulations of unarmed combat and has been previously contracted with the Athletic Commission. Performance is satisfactory.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

Phillips, Nyra, Management Analyst 2 Ph: 702-486-2581

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	avance	06/13/2017 15:23:21 PM
Division Approval	avance	06/13/2017 15:23:22 PM
Department Approval	jhanse4	06/30/2017 09:56:09 AM
Contract Manager Approval	avance	07/12/2017 16:30:46 PM
Budget Analyst Approval	aurruty	07/12/2017 16:37:55 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: **18942**

Agency Name: **B&I - ATHLETIC COMMISSION**  
 Agency Code: **749**  
 Appropriation Unit: **3952-04**  
 Is budget authority available?: **Yes**  
 If "No" please explain: Not Applicable

Legal Entity Name: **MARTINO, MICHAEL S**  
 Contractor Name: **MARTINO, MICHAEL S**  
 Address: **1400 COPPER POINT CIR**  
 City/State/Zip: **RENO, NV 89519-6262**  
 Contact/Phone: **775/303-3747**  
 Vendor No.: **T80931199**  
 NV Business ID: **NV20121007823**  
 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 %	<b>X</b>	Fees	<b>90.00 % ATHLETIC COMM GATE FEES</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b>	Other funding	<b>10.00 % TICKET SURCHARGE</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/12/2017**

Anticipated BOE meeting date 08/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2020**

Contract term: **2 years and 354 days**

4. Type of contract: **Contract**

Contract description: **Specialty Services**

5. Purpose of contract:

**This is a new contract that continues ongoing services to provide Unarmed Combat Inspector services for weigh-ins and events.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: \$150.00 per event and \$50.00 per weigh-in or per day of USA Boxing gym inspection; not to exceed \$20,000 over contract term.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 467.050 allows the Commission to utilize and employ inspectors as independent contractors.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Weigh-ins and events occur on evenings, weekends, and holidays. The Commission has a limited staff and would incur overtime in trying to fulfill these obligations.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?



The vendor has knowledge of the rules and regulations of unarmed combat and has been previously contracted with the Athletic Commission. Performance is satisfactory.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

Nyra Phillips, Management Analyst 2 Ph: 702-486-2581

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	avance	06/28/2017 16:41:35 PM
Division Approval	avance	06/28/2017 16:41:36 PM
Department Approval	jhanse4	06/30/2017 09:57:42 AM
Contract Manager Approval	avance	06/30/2017 10:00:41 AM
Budget Analyst Approval	aurruty	07/12/2017 12:29:15 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: **18895**

Agency Name: **B&I - ATHLETIC COMMISSION**  
 Agency Code: **749**  
 Appropriation Unit: **3952-04**  
 Is budget authority available?: **Yes**  
 If "No" please explain: Not Applicable

Legal Entity Name: **MOORE, THOMAS D**  
 Contractor Name: **MOORE, THOMAS D**  
 Address: **8580 LA CIENEGA ST**  
 City/State/Zip: **LAS VEGAS, NV 89123-1648**  
 Contact/Phone: **702/347-6352**  
 Vendor No.: **T29037426**  
 NV Business ID: **NV20161075699**  
 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 %	<b>X</b>	Fees	<b>90.00 % ATHLETIC COMMISSION GATE FEES</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b>	Other funding	<b>10.00 % TICKET SURCHARGE (AMATEUR PROGRAM)</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/11/2017**  
 Anticipated BOE meeting date **08/2017**

Retroactive? **No**  
 If "Yes", please explain

**Not Applicable**

3. Termination Date: **03/31/2021**  
 Contract term: **3 years and 264 days**

4. Type of contract: **Contract**  
 Contract description: **Specialty Services**

5. Purpose of contract:  
**This is a new contract that continues ongoing services to provide Unarmed Combat Inspector services for weigh-ins and events.**

6. NEW CONTRACT  
 The maximum amount of the contract for the term of the contract is: **\$20,000.00**  
 Other basis for payment: \$150.00 per event and \$50.00 per weigh-in or per day of USA Boxing gym inspection; not to exceed \$20,000 over contract term.

#### II. JUSTIFICATION

7. What conditions require that this work be done?  
**NRS 467.050 allows the Commission to utilize and employ inspectors as independent contractors.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
**Weigh-ins and events occur on evenings, weekends, and holidays. The Commission has a limited staff and would incur overtime in trying to fulfill these obligations.**

9. Were quotes or proposals solicited? **No**  
 Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):  
**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

The vendor has knowledge of the rules and regulations of unarmed combat and has been previously contracted with the Athletic Commission. Performance is satisfactory.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

Phillips, Nyra, Management Analyst 2 Ph: 702-486-2581

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	avance	06/13/2017 15:23:44 PM
Division Approval	avance	06/13/2017 15:23:46 PM
Department Approval	jhanse4	06/30/2017 09:56:58 AM
Contract Manager Approval	avance	07/05/2017 16:53:32 PM
Budget Analyst Approval	aurruty	07/11/2017 14:27:31 PM

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18940**

Agency Name: <b>B&amp;I - ATHLETIC COMMISSION</b>	Legal Entity Name: <b>MOREHEAD, LEON</b>
Agency Code: <b>749</b>	Contractor Name: <b>MOREHEAD, LEON</b>
Appropriation Unit: <b>3952-04</b>	Address: <b>2615 HIKO AVE</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89512-3239</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775/229-3709</b>
	Vendor No.: <b>T27037219</b>
	NV Business ID: <b>NV20151200915</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2018-2020</b>

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>90.00 % ATHLETIC COMM GATE FEES</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b>	Other funding	<b>10.00 % TICKET SURCHARGE</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/12/2017**

Anticipated BOE meeting date **08/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **05/01/2020**

Contract term: **2 years and 294 days**

4. Type of contract: **Contract**

Contract description: **Specialty Services**

5. Purpose of contract:

**This is a new contract that continues ongoing services to provide Unarmed Combat Inspector services for weigh-ins and events.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: \$150.00 per event and \$50.00 per weigh-in or per day of USA Boxing gym inspection; not to exceed \$20,000 over contract term.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**NRS 467.050 allows the Commission to utilize and employ inspectors as independent contractors.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Weigh-ins and events occur on evenings, weekends, and holidays. The Commission has a limited staff and would incur overtime in trying to fulfill these obligations.**

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

The vendor has knowledge of the rules and regulations of unarmed combat and has been previously contracted with the Athletic Commission. Performance is satisfactory.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

Nyra Phillips, Management Analyst 2 Ph: 702-486-2581

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	avance	06/28/2017 16:02:43 PM
Division Approval	avance	06/28/2017 16:02:47 PM
Department Approval	jhanse4	06/30/2017 09:57:28 AM
Contract Manager Approval	avance	06/30/2017 10:01:05 AM
Budget Analyst Approval	aurruty	07/12/2017 12:18:43 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: **18899**

Agency Name: <b>B&amp;I - ATHLETIC COMMISSION</b>	Legal Entity Name: <b>RANGEL, CARLOS</b>
Agency Code: <b>749</b>	Contractor Name: <b>RANGEL, CARLOS</b>
Appropriation Unit: <b>3952-04</b>	Address: <b>6688 BOOM TOWN DR</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89122-8632</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702/501-6049</b>
	Vendor No.: <b>T27038261</b>
	NV Business ID: <b>NV20151592466</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2018-2021</b>

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>90.00 % ATHLETIC COMMISSION GATE FEES</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b>	Other funding	<b>10.00 % TICKET SURCHARGE (AMATEUR PROGRAM)</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/12/2017**

Anticipated BOE meeting date **08/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **09/30/2020**

Contract term: **3 years and 81 days**

4. Type of contract: **Contract**

Contract description: **Specialty Services**

5. Purpose of contract:

**This is a new contract that continues ongoing services to provide Unarmed Combat Inspector services for weigh-ins and events.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: \$150.00 per event and \$50.00 per weigh-in or per day of USA Boxing gym inspection; not to exceed \$20,000 over contract term.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**NRS 467.050 allows the Commission to utilize and employ inspectors as independent contractors.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Weigh-ins and events occur on evenings, weekends, and holidays. The Commission has a limited staff and would incur overtime in trying to fulfill these obligations.**

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

The vendor has knowledge of the rules and regulations of unarmed combat and has been previously contracted with the Athletic Commission. Performance is satisfactory.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

Phillips, Nyra, Management Analyst 2 Ph: 702-486-2581

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	avance	06/13/2017 15:25:00 PM
Division Approval	avance	06/13/2017 15:25:01 PM
Department Approval	jhanse4	06/30/2017 09:56:24 AM
Contract Manager Approval	avance	06/30/2017 10:01:44 AM
Budget Analyst Approval	aurretty	07/12/2017 16:16:04 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: **18896**

Agency Name: **B&I - ATHLETIC COMMISSION**  
 Agency Code: **749**  
 Appropriation Unit: **3952-04**  
 Is budget authority available?: **Yes**  
 If "No" please explain: Not Applicable

Legal Entity Name: **RINETTI, LAWRENCE J JR**  
 Contractor Name: **RINETTI, LAWRENCE J JR**  
 Address: **7106 NARROW PEAK ST**  
 City/State/Zip: **LAS VEGAS, NV 89149-0160**  
 Contact/Phone: **702/635-6131**  
 Vendor No.: **T27038332**  
 NV Business ID: **NV20151595078**  
 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 %	<b>X</b>	Fees	<b>90.00 % ATHLETIC COMMISSION GATE FEES</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b>	Other funding	<b>10.00 % TICKET SURCHARGE (AMATEUR PROGRAM)</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/11/2017**  
 Anticipated BOE meeting date **08/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **09/30/2020**  
 Contract term: **3 years and 82 days**

4. Type of contract: **Contract**  
 Contract description: **Specialty Services**

5. Purpose of contract:  
**This is a new contract that continues ongoing services to provide Unarmed Combat Inspector services for weigh-ins and events.**

6. NEW CONTRACT  
 The maximum amount of the contract for the term of the contract is: **\$20,000.00**  
 Other basis for payment: \$150.00 per event and \$50.00 per weigh-in or per day of USA Boxing gym inspection; not to exceed \$20,000 over contract term.

#### II. JUSTIFICATION

7. What conditions require that this work be done?  
**NRS 467.050 allows the Commission to utilize and employ inspectors as independent contractors.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
**Weigh-ins and events occur on evenings, weekends, and holidays. The Commission has a limited staff and would incur overtime in trying to fulfill these obligations.**

9. Were quotes or proposals solicited? **No**  
 Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):  
**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**



c. Why was this contractor chosen in preference to other?

The vendor has knowledge of the rules and regulations of unarmed combat and has been previously contracted with the Athletic Commission. Performance is satisfactory.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

Phillips, Nyra, Management Analyst 2 Ph: 702-486-2581

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	avance	06/13/2017 15:24:09 PM
Division Approval	avance	06/13/2017 15:24:11 PM
Department Approval	jhanse4	06/30/2017 09:55:26 AM
Contract Manager Approval	avance	06/30/2017 09:59:53 AM
Budget Analyst Approval	aurruty	07/11/2017 17:24:34 PM

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18894**

Agency Name: <b>B&amp;I - ATTORNEY FOR INJURED WORKERS</b>	Legal Entity Name: <b>Reno Carson Messenger Service</b>
Agency Code: <b>753</b>	Contractor Name: <b>Reno Carson Messenger Service</b>
Appropriation Unit: <b>1013-04</b>	Address: <b>185 MARTIN ST</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89509</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>JOHNNO LAZETICH 775-322-2424</b>
	Vendor No.:
	NV Business ID: <b>NV19931072732</b>

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 %	<b>X</b> Other funding	<b>100.00 % Workers' Compensation and Safety Fund</b>

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: **Contract**

Contract description: **Courier Delivery**

5. Purpose of contract:

**This is a new contract that will provide twice-daily scheduled courier services, in order to facilitate service of process and records.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$16,500.00**

Payment for services will be made at the rate of \$335.00 per month

Other basis for payment: upon invoice

#### II. JUSTIFICATION

7. What conditions require that this work be done?

It is frequently necessary to subpoena witnesses and/or records, and have documents delivered to and from the NAIW offices. It is also necessary to have deliveries to outside counsel, documents filed in district court and mail delivered to the state mailroom in order to properly represent claimants at the appeals office, district court and supreme court levels.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The state does not have the personnel or state vehicle available to support an ongoing scheduled courier 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):

Bootleg Courier Company  
Medical and Professional Courier Services  
Finish Line Delivery Services  
Reno Carson Messenger Service

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contractor offers services of process and delivery that encompass a wide geographical area. this company also offered the lowest price on monthly delivery rates and was the only vendor to offer service of process.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. 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 Attorney for Injured Workers received satisfactory services from Reno Carson Messenger Service during fiscal years 2010 to 2017.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	emeckes	06/15/2017 16:06:51 PM
Division Approval	emeckes	06/15/2017 16:06:54 PM
Department Approval	lfiguero	06/15/2017 16:07:42 PM
Contract Manager Approval	tbrethau	06/15/2017 16:13:30 PM
Budget Analyst Approval	aurruty	07/20/2017 10:21:46 AM

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18875**

Agency Name: <b>DETR - REHABILITATION DIVISION</b>	Legal Entity Name: <b>CANYON ELECTRIC CO INC</b>
Agency Code: <b>901</b>	Contractor Name: <b>CANYON ELECTRIC CO INC</b>
Appropriation Unit: <b>3253-10</b>	Address: <b>PO BOX 363369</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>NORTH LAS VEGAS, NV 89036-7369</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702/384-4747</b>
	Vendor No.: <b>T27003566</b>
	NV Business ID: <b>NV19881005351</b>
To what State Fiscal Year(s) will the contract be charged? <b>2017-2019</b>	

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Business Enterprise Set-Aside</b>

Agency Reference #: **3054-19-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/23/2017**

Anticipated BOE meeting date **06/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **07/31/2018**

Contract term: **1 year and 38 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Canyon DMV**

5. Purpose of contract:

**This is a new contract to provide electrical services located at the Sahara DMV for the completion of the concession stand.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$21,702.50**

Other basis for payment: \$16,612 for Labor & Materials, \$750 for Equipment Rent, \$4,340.50 for Profit (10%) & Overhead (15%); payments made upon approval of authorized BEN personnel; total contract not to exceed \$21,702.50.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**BEN needs a general contractor to finish up the installation of the Sahara DMV snack bar to allow an BEN operator to earn a living as authorized under the Federal Randolph Sheppard Act and Nevada NRS 426.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**BEN staff are not qualified to provide the work, nor have the proper tools to do so.**

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):

Warrior Contracting  
Breeze Brothers  
FEI Construction  
Canyon Electric

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Lowest Cost

d. Last bid date: 04/10/2017 Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. 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 satisfactory work for DETR since 2005.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

David Furse, BEO II Ph: 702-486-2960

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vleigh	06/09/2017 13:23:10 PM
Division Approval	vleigh	06/09/2017 13:23:13 PM
Department Approval	jmcentee	06/16/2017 10:17:20 AM
Contract Manager Approval	dohl0	06/23/2017 14:09:41 PM
Budget Analyst Approval	tgreenam	06/23/2017 14:10:56 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: **18865**

Agency Name: <b>DETR - REHABILITATION DIVISION</b>	Legal Entity Name: <b>BOARD OF REGENTS-UNLV</b>
Agency Code: <b>901</b>	Contractor Name: <b>BOARD OF REGENTS-UNLV</b>
Appropriation Unit: <b>3265-09</b>	Address: <b>UNLV Office of the Controller 4505 Maryland Parkway MS 1005</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89154-1005</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Heather Rappaport 702-895-5692</b>
	Vendor No.: <b>D35000813</b>
	NV Business ID: <b>Governmental Agency</b>
To what State Fiscal Year(s) will the contract be charged? <b>2018</b>	

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>21.30 %</b>	Fees	0.00 %
<b>X</b> Federal Funds	<b>78.70 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **3049-18-REHAB**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2017**

Anticipated BOE meeting date **06/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2018**

Contract term: **355 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **UNLV Focus Camp**

5. Purpose of contract:

**This is a new interlocal agreement to provide Pre-Employment Transition Services (PETS) to disabled youths ages 16 - 21 the tools that will enable them to seek and retain employment. PETS programs are required under the Workforce Innovation and Opportunity Act (Public Law 113-128), which requires that 15% of all federal Rehabilitation funding must be focused on PETS.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,194.28**

Other basis for payment: at a fixed cost of \$14,712.50 and a variable cost of \$9,481.78. Payment Schedule: Upon execution: 10% of contract amount \$2,419.43; Within 30 days of program start 65% of contract amount: \$15,726.28; Upon completion of program 25% of contract amount: \$6,048.57. The total Contract shall not exceed \$24,194.28.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**; with the total Contract not exceeding \$24,194.28**

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: **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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmcentee	07/06/2017 09:19:46 AM
Division Approval	jmcentee	07/06/2017 09:19:48 AM
Department Approval	jmcentee	07/06/2017 09:19:50 AM
Contract Manager Approval	dohl0	07/06/2017 12:59:35 PM
Budget Analyst Approval	tgreenam	07/10/2017 10:49:05 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: **18922**

Agency Name: <b>DETR - REHABILITATION DIVISION</b>	Legal Entity Name: <b>BOARD OF REGENTS-WNC</b>
Agency Code: <b>901</b>	Contractor Name: <b>BOARD OF REGENTS-WNC FOUNDATION</b>
Appropriation Unit: <b>3265-09</b>	Address: <b>2201 W COLLEGE PKWY BRIS 147</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>CARSON CITY, NV 89703-7316</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Susan Trist 775/445-3239</b>
	Vendor No.: <b>D35000851</b>
	NV Business ID: <b>Governmental Entity</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2018</b>

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>21.30 %</b>	Fees	0.00 %
<b>X</b> Federal Funds	<b>78.70 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **3072-17-REHAB**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/18/2017**

Anticipated BOE meeting date **08/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2018**

Contract term: **347 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **WNC Summer Camp 2017**

5. Purpose of contract:

**This is a new contract which provides 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.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,325.44**

Other basis for payment: \$18,325.44 based on a maximum enrollment/tuition of twenty (20) students and a minimum of five (5) students. Enrollment/tuition cost is subject to change should enrollment be less. Contractor receives compensation for actual enrollment count, salaries, books, other expenses and 8% indirect expenses.

#### 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: **Not Applicable**



c. Why was this contractor chosen in preference to other?

Intralocal - Governmental Entity.

There is a 8% direct cost 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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**Yes** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

8% indirect cost rate

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The vendor has been under contract with REHAB since March 2003 and has been providing satisfactory service for the entire time.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dohl0	07/12/2017 14:49:08 PM
Division Approval	dohl0	07/12/2017 14:49:12 PM
Department Approval	dohl0	07/12/2017 14:49:16 PM
Contract Manager Approval	dohl0	07/12/2017 14:49:20 PM
Budget Analyst Approval	tgreenam	07/18/2017 14:05:46 PM

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18874**

Agency Name: <b>DETR - REHABILITATION DIVISION</b>	Legal Entity Name: <b>ODYSSEY CHARTER SCHOOL OF</b>
Agency Code: <b>901</b>	Contractor Name: <b>ODYSSEY CHARTER SCHOOL OF</b>
Appropriation Unit: <b>3265-09</b>	Address: <b>NEVADA</b>
Is budget authority available?: <b>Yes</b>	<b>2251 S JONES BLVD STE 100 A</b>
If "No" please explain: <b>Not Applicable</b>	City/State/Zip: <b>LAS VEGAS, NV 89146</b>
	Contact/Phone: <b>702/257-0578</b>
	Vendor No.: <b>T81102486</b>
	NV Business ID: <b>Governmental Entity</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2018</b>

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	<b>21.30 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	<b>78.70 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 3066-18-REHAB

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 08/2017

Retroactive? **Yes**

If "Yes", please explain

**Retroactive to June 1, 2017 is necessary to cover the contractor's lead time for the summer camp to begin on June 12, 2017. Due to the timing of the receipt of the contract signed by the vendor the contract expired before the final signatures were obtained on the contract amendment.**

3. Termination Date: **06/30/2018**

Contract term: **1 year and 29 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Odyssey 2017 Camp**

5. Purpose of contract:

**This is an ongoing Interlocal agreement to provide Pre-Employment Transition Services (PETS) to disabled youths, ages 16 - 21, to provide the tools that will enable them to seek and retain employment. PETS programs are required under the Workforce Innovation and Opportunity Act (Public Law 113-128), which requires that 15% of all federal Rehabilitation funding must be focused on PETS.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$21,252.00**

Other basis for payment: based on 30 students max and 5 students min, Odyssey will not exceed \$21,252.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

WIOA requires that 15% of all grant funding be spent on Pre-ETS 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 Pre-ETS 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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Mechelle Merrill, Bureau Chief Ph: 775-687-6862

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vleigh	06/09/2017 13:15:22 PM
Division Approval	vleigh	06/09/2017 13:15:26 PM
Department Approval	jmcentee	06/09/2017 15:45:13 PM
Contract Manager Approval	dohl0	06/19/2017 10:02:21 AM
Budget Analyst Approval	knielsen	06/19/2017 10:06:38 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: **18881**

Agency Name: <b>DETR - EMPLOYMENT SECURITY DIVISION</b>	Legal Entity Name: <b>BOARD OF REGENTS-WNC</b>
Agency Code: <b>902</b>	Contractor Name: <b>BOARD OF REGENTS-WNC</b>
Appropriation Unit: <b>4770-11</b>	Address: <b>WNC CONTROLLERS OFFICE 2201 W COLLEGE PKWY</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>CARSON CITY, NV 89703-7316</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775/445-4229</b>
	Vendor No.: <b>D35000822</b>
	NV Business ID: <b>Governmental Entity</b>

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2017**

Anticipated BOE meeting date **08/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **07/31/2018**

Contract term: **364 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Apprentice Training**

5. Purpose of contract:

**This is a new interlocal agreement that continues funding for the apprenticeship programs. These programs provide training to eligible participants in several occupations such as electrical and plumbing.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,578.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

During the 2011 Nevada Legislature session, the source of funding for apprenticeship program was moved from the Department of Education to DETR in the Governor's budget. Workforce Innovation and Opportunity Act (WIOA) of 2014.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The division does not employ staff who are qualified to operate an apprenticeship program.

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?

**No indirect cost**

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Karlene Johnson, ESD Prog Spec III Ph: 775-684-0314

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbende2	06/19/2017 08:45:55 AM
Division Approval	jmcentee	06/29/2017 17:59:38 PM
Department Approval	jmcentee	06/29/2017 17:59:40 PM
Contract Manager Approval	dohl0	06/30/2017 16:29:29 PM
Budget Analyst Approval	tgreenam	07/05/2017 13:59:51 PM

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **15423** Amendment Number: **4**

Agency Name: **DETR - EMPLOYMENT SECURITY DIVISION** Legal Entity Name: **MONTANA, STATE OF**

Agency Code: **902** Contractor Name: **MONTANA, STATE OF**

Appropriation Unit: **4770-11** Address: **STATE INFORMATION TECH SVCS  
125 N ROBERTS ST RM 229**

Is budget authority available?: **Yes** City/State/Zip: **HELENA, MT 59601-4558**

If "No" please explain: **Not Applicable** Contact/Phone: **Cindy Nelson 406/444-0193**

Vendor No.: **T80959245E**

NV Business ID: **Government Entity**

To what State Fiscal Year(s) will the contract be charged? **2014-2019**

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **1884-15-R&A**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/02/2014**

Anticipated BOE meeting date **07/2018**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2017**

Contract term: **5 years and 90 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Web/Database Hosting**

5. Purpose of contract:

**This is the fourth amendment to the original interlocal agreement which provides hardware, software, infrastructure and personnel to support both the labor market legacy system known as Workforce Informer as well as the new replacement system known as LMInformer. This amendment increases the maximum amount from \$114,550.69 to \$130,000.00 and extends the termination date from June 30, 2017 due to June 30, 2019 for the continued need for these services.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$29,373.65	\$29,373.65	\$29,373.65	Yes - Info
a. Amendment 1:	\$0.00	\$0.00	\$29,373.65	No
b. Amendment 2:	\$18,859.04	\$18,859.04	\$48,232.69	Yes - Info
c. Amendment 3:	\$66,318.00	\$66,318.04	\$114,550.69	Yes - Action
2. Amount of current amendment (#4):	\$15,449.31	\$15,449.35	\$15,449.00	Yes - Info
3. New maximum contract amount:	\$130,000.00			

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?

The U.S. Department of Labor designated the State of Montana, Department of Administration as the hosting entity for the Workforce Informer web sites on behalf of the Labor Market Information Consortium, which consists of 15 states including Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The state does not possess the hardware, software, infrastructure, or trained personnel to host this particular interactive web site.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

Interlocal agreement with another public entity.

d. Last bid date: Anticipated re-bid date: 08/01/2018

10. Does the contract contain any IT components? Yes

## III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

State of Montana, Department of Administration provided services to the Department of Employment, Training and Rehabilitation from 7/1/11 through 12/31/13 and service was satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level

User

Signature Date

Budget Account Approval

jbende2

05/23/2017 10:52:40 AM

Division Approval	vleigh	05/24/2017 10:42:33 AM
Department Approval	dohl0	06/08/2017 09:21:22 AM
Contract Manager Approval	dohl0	06/08/2017 09:21:27 AM
EITS Approval	rkeith	06/09/2017 08:24:50 AM
Budget Analyst Approval	tgreenam	07/03/2017 08:09:48 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: **18906**

Agency Name: <b>PUBLIC EMPLOYEES' BENEFITS</b>	Legal Entity Name: <b>NATOMA TECHNOLOGIES, INC.</b>
Agency Code: <b>950</b>	Contractor Name: <b>NATOMA TECHNOLOGIES, INC.</b>
Appropriation Unit: <b>1338-26</b>	Address: <b>455 CAPITOL MALL STE 701</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>SACRAMENTO, CA 95814-4433</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>916/383-9005</b>
	Vendor No.: <b>T27035302</b>
	NV Business ID: <b>NV20121489341</b>
To what State Fiscal Year(s) will the contract be charged? <b>2018</b>	

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % 73% State Subsidy; 27% Premium Revenue</b>

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 **08/2017**

Retroactive? **Yes**

If "Yes", please explain

**Please consider this retroactive start date request for the contract between the Public Employees' Benefits Program and Natoma Technologies for an IT efficiency and weakness audit. The contract is scheduled to be approved by the Clerk of Board of Examiners on July 10, 2017 and the requested start date is July 1, 2017.**

**The Public Employees' Benefits Program was not able to acquire all the approvals needed prior to delivery of the contract to the Budget office before the July 1, 2017 contract.**

3. Termination Date: **06/30/2018**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **IT Audit**

5. Purpose of contract:

**This is a new contract to provide analysis of information technology processes to identify areas of efficiency and weakness.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,999.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Public Employees' Benefits Program is seeking an IT Auditor to perform an analysis on the agency processes to identify areas of efficiency and weakness.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

A third party is best to provide a review of internal processes.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: \_\_\_\_\_ Anticipated re-bid date: \_\_\_\_\_

10. Does the contract contain any IT components? Yes

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

13. 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:

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ceaton	07/05/2017 15:26:54 PM
Division Approval	ceaton	07/05/2017 15:26:56 PM
Department Approval	cglover	07/10/2017 11:45:43 AM
Contract Manager Approval	ceaton	07/10/2017 11:53:47 AM
EITS Approval	rkeith	07/10/2017 12:40:10 PM
Budget Analyst Approval	nhovden	07/10/2017 14:38:42 PM



**BRIAN SANDOVAL**  
Governor

**DAMON HAYCOCK**  
Executive Officer

STATE OF NEVADA  
**PUBLIC EMPLOYEES' BENEFITS PROGRAM**

901 S. Stewart Street, Suite 1001  
Carson City, Nevada 89701  
Telephone (775) 684-7000 · (800) 326-5496  
Fax (775) 684-7028  
[www.pebp.state.nv.us](http://www.pebp.state.nv.us)



**PATRICK GATES**  
Board Chairman

Memorandum

**DATE:** July 7, 2017  
**TO:** Nikki Hovden, Budget Analyst  
**FROM:** Cari Eaton, Financial Analyst  
**SUBJECT:** Retroactive Start Date for Natoma Technologies

Please consider this retroactive start date request for the contract between the Public Employees' Benefits Program and Natoma Technologies for an IT efficiency and weakness audit. The contract is scheduled to be approved by the Clerk of Board of Examiners on July 10, 2017 and the requested start date is July 1, 2017.

The Public Employees' Benefits Program was not able to acquire all the approvals needed prior to delivery of the contract to the Budget office before the July 1, 2017 contract start date.

Please let me know if you have any questions, I can be reached at 684-7020 or [ceaton@peb.state.nv.us](mailto:ceaton@peb.state.nv.us).

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18971**

Agency Name: <b>BDC LICENSING BOARDS &amp; COMMISSIONS</b>	Legal Entity Name: <b>Louis Ling</b>
Agency Code: <b>BDC</b>	Contractor Name: <b>Louis Ling</b>
Appropriation Unit: <b>B001 - All Categories</b>	Address: <b>933 Gear Street</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89503</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775-233-9099</b>
	Vendor No.:
	NV Business ID: <b>NV20171383755</b>

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 %	<b>X</b> Other funding	<b>100.00 % Agency Funds</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2017**

Anticipated BOE meeting date **08/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **08/31/2019**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Legal Services**

5. Purpose of contract:

**This is a new contract for continued legal services required by the Board of Accountancy, which includes representation in law suits, disciplinary actions, administrative hearings, legislative assistance, and providing specific legal advice.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000.00**

Payment for services will be made at the rate of \$150.00 per Hour

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Board periodically finds it necessary to engage an Independent Contractor for the purpose of accomplishing work of the Board under statute authority. NRS 333.700 authorizes the hiring of independent legal counsel.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There is no legal expertise within the Board. Legal services to be provided by the Contractor pertain to a specific area of knowledge. There is also a need for continuity of services.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

The Contractor has provided legal services for the Board for numerous years and possesses the necessary expertise resulting in continuity of knowledge, continuing services and reduction of cost.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vwind1	07/06/2017 10:45:44 AM
Division Approval	vwind1	07/06/2017 10:45:49 AM
Department Approval	vwind1	07/06/2017 10:45:52 AM
Contract Manager Approval	vwind1	07/06/2017 10:45:55 AM
Budget Analyst Approval	aurruty	07/20/2017 10:25:14 AM

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18970**

Agency Name: <b>BDC LICENSING BOARDS &amp; COMMISSIONS</b>	Legal Entity Name: <b>Louis Ling</b>
Agency Code: <b>BDC</b>	Contractor Name: <b>Louis Ling</b>
Appropriation Unit: <b>B002 - All Categories</b>	Address: <b>933 Gear Street</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89503</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775-233-9099</b>
	Vendor No.:
	NV Business ID: <b>NV20171383755</b>

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 %	<b>X</b> Other funding	<b>100.00 % Agency Funds</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2017**

Anticipated BOE meeting date **08/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **08/31/2019**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Legal Services**

5. Purpose of contract:

**This is a new contract for continued legal services required by the Board of Architecture, Interior Design, and Residential Design, which includes representation in law suits, disciplinary actions, administrative hearings, legislative assistance, and providing specific legal advice.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,000.00**

Payment for services will be made at the rate of \$150.00 per Hour

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Board periodically finds it necessary to engage an Independent Contractor for the purpose of accomplishing work of the Board under statute authority. NRS 333.700 authorizes the hiring of independent legal counsel.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There is no legal expertise within the Board. Legal services to be provided by the Contractor pertain to a specific area of knowledge. There is also a need for continuity of services.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

The Contractor has provided legal services for The Board for numerous years and possesses the necessary expertise resulting in continuity of knowledge, continuing services and reduction of cost.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vwind1	07/06/2017 10:44:39 AM
Division Approval	vwind1	07/06/2017 10:44:42 AM
Department Approval	vwind1	07/06/2017 10:44:46 AM
Contract Manager Approval	vwind1	07/06/2017 10:44:50 AM
Budget Analyst Approval	aurruty	07/20/2017 10:27:58 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: **18923**

Agency Name: <b>BDC LICENSING BOARDS &amp; COMMISSIONS</b>	Legal Entity Name: <b>Albertsons Consulting Inc.</b>
Agency Code: <b>BDC</b>	Contractor Name: <b>Albertsons Consulting Inc.</b>
Appropriation Unit: <b>B003 - All Categories</b>	Address: <b>100 Main Street South</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Minot, ND 58701</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Daniel Albertson 701-839-7523</b>
	Vendor No.:
	NV Business ID: <b>NV20171387080</b>

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 %	<b>X</b>	Fees	<b>100.00 % Licensing Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/30/2017**  
Anticipated BOE meeting date **07/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2018**

Contract term: **1 year**

4. Type of contract: **Contract**

Contract description: **Licensing System**

5. Purpose of contract:

**This is a new contract to provide a customized off-the-shelf web-based licensing and regulatory software and database program.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,500.00**

Other basis for payment: Upon invoice as work is completed

#### II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 640B.145 provides the Board authority to defray the necessary expenses of the Board through collection of fees. The implementation of a licensing and database system is determined a necessary expense to protect the safety and welfare of the public.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Board requires a web-based program and has neither the staff expertise nor resources to develop a secure customized stand alone program.

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):



CAVU eLicense  
Versa  
Accela  
Albertson Consulting Inc dba Big Picture Software

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was the only responsive proposer and has experience in providing like services to regulatory boards.

d. Last bid date: 03/10/2017 Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lp310000	06/23/2017 15:04:06 PM
Division Approval	lp310000	06/23/2017 15:04:10 PM
Department Approval	lp310000	06/23/2017 15:04:15 PM
Contract Manager Approval	lp310000	06/23/2017 15:04:21 PM
Budget Analyst Approval	aurruty	06/30/2017 15:11:02 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: **18969**

Agency Name:	<b>BDC LICENSING BOARDS &amp; COMMISSIONS</b>	Legal Entity Name:	Louis Ling
Agency Code:	<b>BDC</b>	Contractor Name:	<b>Louis Ling</b>
Appropriation Unit:	<b>B005 - All Categories</b>	Address:	<b>933 Gear Street</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Reno, NV 89503</b>
If "No" please explain:	Not Applicable	Contact/Phone:	775-233-9099
		Vendor No.:	
		NV Business ID:	NV20171383755

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 %	<b>X Other funding</b>	<b>100.00 % Agency Funds</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2017**

Anticipated BOE meeting date 08/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **08/31/2019**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Legal Services**

5. Purpose of contract:

**This is a new contract for continued legal services required by the Chiropractic Physicians' Board, which includes representation in law suits, disciplinary actions, administrative hearings, legislative assistance, and providing specific legal advice.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,000.00**

Payment for services will be made at the rate of \$150.00 per Hour

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Board periodically finds it necessary to engage an Independent Contractor for the purpose of accomplishing work of the Board under statute authority. NRS 333.700 authorizes the hiring of independent legal counsel.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There is no legal expertise within the Board. Legal services to be provided by the Contractor pertain to a specific area of knowledge. There is also a need for continuity of services.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

The Contractor has provided legal services for the Board for numerous years and possesses the necessary expertise resulting in continuity of knowledge, continuing services and reduction of cost.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vwind1	07/06/2017 10:43:17 AM
Division Approval	vwind1	07/06/2017 10:43:21 AM
Department Approval	vwind1	07/06/2017 10:43:24 AM
Contract Manager Approval	vwind1	07/06/2017 10:43:28 AM
Budget Analyst Approval	aurruty	07/20/2017 13:08:24 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: **18968**

Agency Name: <b>BDC LICENSING BOARDS &amp; COMMISSIONS</b>	Legal Entity Name: <b>Louis Ling</b>
Agency Code: <b>BDC</b>	Contractor Name: <b>Louis Ling</b>
Appropriation Unit: <b>B011 - All Categories</b>	Address: <b>933 Gear Street</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89503</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775-233-9099</b>
	Vendor No.:
	NV Business ID: <b>NV20171383755</b>

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 %	<b>X</b> Other funding	<b>100.00 % Agency Funds</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2017**

Anticipated BOE meeting date **08/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **08/31/2019**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Legal Services**

5. Purpose of contract:

**This is a new contract for continued legal services required by the State Contractors' Board, which includes representation in law suits, disciplinary actions, administrative hearings, legislative assistance, and providing specific legal advice.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$43,750.00**

Payment for services will be made at the rate of \$175.00 per Hour

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Board periodically finds it necessary to engage an Independent Contractor for the purpose of accomplishing work of the Board under statute authority. NRS 333.700 authorizes the hiring of independent legal counsel.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There is no legal expertise within the agency. Legal services to be provided by the Contractor pertain to a specific area of knowledge. There is also a need for continuity of services.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

The Contractor has provided legal services for the Board for numerous years and possesses the necessary expertise resulting in continuity of knowledge, continuing services and reduction of cost.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vwind1	07/06/2017 10:42:11 AM
Division Approval	vwind1	07/06/2017 10:42:14 AM
Department Approval	vwind1	07/06/2017 10:42:18 AM
Contract Manager Approval	vwind1	07/06/2017 10:42:21 AM
Budget Analyst Approval	aurruty	07/20/2017 13:07:24 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: **18967**

Agency Name: <b>BDC LICENSING BOARDS &amp; COMMISSIONS</b>	Legal Entity Name: <b>Louis Ling</b>
Agency Code: <b>BDC</b>	Contractor Name: <b>Louis Ling</b>
Appropriation Unit: <b>B019 - All Categories</b>	Address: <b>933 Gear Street</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89503</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775-233-9099</b>
	Vendor No.:
	NV Business ID: <b>NV20171383755</b>

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 %	<b>X</b> Other funding	<b>100.00 % Agency Funds</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2017**

Anticipated BOE meeting date **08/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **08/31/2019**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Legal Services**

5. Purpose of contract:

**This is a new contract for continued legal services required by the Board of Dispensing Opticians, which includes representation in law suits, disciplinary actions, administrative hearings, legislative assistance, and providing specific legal advice.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000.00**

Payment for services will be made at the rate of \$150.00 per Hour

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Board periodically finds it necessary to engage an Independent Contractor for the purpose of accomplishing work of the Board under statute authority. NRS 333.700 authorize the hiring of independent legal counsel.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There is no legal expertise within the agency. Legal services to be provided by the Contractor pertain to a specific area of knowledge. There is also a need for continuity of services.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

The Contractor has provided legal services for the Board for numerous years and possesses the necessary expertise resulting in continuity of knowledge, continuing services and reduction of cost.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vwind1	07/06/2017 10:39:44 AM
Division Approval	vwind1	07/06/2017 10:39:48 AM
Department Approval	vwind1	07/06/2017 10:39:51 AM
Contract Manager Approval	vwind1	07/06/2017 10:39:54 AM
Budget Analyst Approval	aurruty	07/20/2017 10:34:30 AM

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18966**

Agency Name: <b>BDC LICENSING BOARDS &amp; COMMISSIONS</b>	Legal Entity Name: <b>Louis Ling</b>
Agency Code: <b>BDC</b>	Contractor Name: <b>Louis Ling</b>
Appropriation Unit: <b>B026 - All Categories</b>	Address: <b>933 Gear Street</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89503</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775-233-9099</b>
	Vendor No.:
	NV Business ID: <b>NV20171383755</b>

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 %	<b>X</b> Other funding	<b>100.00 % Agency Funds</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2017**

Anticipated BOE meeting date **08/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **08/31/2019**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Legal Services**

5. Purpose of contract:

**This is a new contract for continued legal services required by the Board of Osteopathic Medicine, which includes representation in law suits, disciplinary actions, administrative hearings, legislative assistance, and providing specific legal advice.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,000.00**

Payment for services will be made at the rate of \$150.00 per Hour

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Board periodically finds it necessary to engage an Independent Contractor for the purpose of accomplishing work of the Board under statute authority. NRS 333.700 authorizes the hiring of independent legal counsel.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There is no legal expertise within the Board. Legal services to be provided by the Contractor pertain to a specific area of knowledge. There is also a need for continuity of services.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**



b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

The Contractor has provided legal services for the Board for numerous years and possesses the necessary expertise resulting in continuity of knowledge, continuing services and reduction of cost.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vwind1	07/06/2017 10:38:07 AM
Division Approval	vwind1	07/06/2017 10:38:11 AM
Department Approval	vwind1	07/06/2017 10:38:14 AM
Contract Manager Approval	vwind1	07/06/2017 10:38:18 AM
Budget Analyst Approval	aurruty	07/20/2017 10:36:45 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: **18972**

Agency Name: <b>BDC LICENSING BOARDS &amp; COMMISSIONS</b>	Legal Entity Name: <b>Watkins Jackson CPAs</b>
Agency Code: <b>BDC</b>	Contractor Name: <b>Watkins Jackson CPAs</b>
Appropriation Unit: <b>B026 - All Categories</b>	Address: <b>5550 Painted Mirage Road, Ste</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89149</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702-326-6424</b>
	Vendor No.:
	NV Business ID: <b>NV20161342235</b>

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 %	<b>X Other funding</b>	<b>100.00 % Agency Funds</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/12/2017**

Anticipated BOE meeting date **08/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2019**

Contract term: **2 years and 141 days**

4. Type of contract: **Contract**

Contract description: **Audit Services**

5. Purpose of contract:

**This is a new contract to provide audit services for the financial statements of the Board of Osteopathic Medicine as required within Nevada Revised Statutes.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$28,500.00**

Payment for services will be made at the rate of \$9,500.00 per Year

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**NRS 218G.400 requires that an independent annual audit be conducted of the Board's financial statements and position. Results of the audit must be provided to the Legislative Counsel Bureau.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**An Audit must be conducted by an independent Certified Public Accountant in accordance with governmental auditing standards. An employee of the Board would not be able to provide this work as the audits must be conducted by an independent third party.**

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

The Contractor has provided the audit service for several years. Based on the continuity of the firm's engagement they are able to provide the service at a substantially lower cost than other firms.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vwind1	07/06/2017 10:49:09 AM
Division Approval	vwind1	07/06/2017 10:49:18 AM
Department Approval	vwind1	07/06/2017 10:49:21 AM
Contract Manager Approval	vwind1	07/06/2017 10:49:24 AM
Budget Analyst Approval	aurruty	07/20/2017 10:39:57 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: **18965**

Agency Name: <b>BDC LICENSING BOARDS &amp; COMMISSIONS</b>	Legal Entity Name: <b>Louis Ling</b>
Agency Code: <b>BDC</b>	Contractor Name: <b>Louis Ling</b>
Appropriation Unit: <b>B028 - All Categories</b>	Address: <b>933 Gear Street</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89503</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775-233-9099</b>
	Vendor No.:
	NV Business ID: <b>NV20171383755</b>

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 %	<b>X</b> Other funding	<b>100.00 % Agency Funds</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2017**

Anticipated BOE meeting date **08/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **08/31/2019**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Legal Services**

5. Purpose of contract:

**This is a new contract for continued legal services required by the Board of Veterinary Medical Examiners, which includes representation in law suits, disciplinary actions, administrative hearings, legislative assistance, and providing specific legal advice.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,000.00**

Payment for services will be made at the rate of \$150.00 per Hour

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Board periodically finds it necessary to engage an Independent Contractor for the purpose of accomplishing work of the Board under statute authority. NRS 333.700 authorizes the hiring of independent legal counsel.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There is no legal expertise within the Board. Legal services to be provided by the Contractor pertain to a specific area of knowledge. There is also a need for continuity of services.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

The Contractor has provided legal services for the Board for numerous years and possesses the necessary expertise resulting in continuity of knowledge, continuing services and reduction of cost.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

null, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vwind1	07/06/2017 10:34:43 AM
Division Approval	vwind1	07/06/2017 10:34:46 AM
Department Approval	vwind1	07/06/2017 10:34:49 AM
Contract Manager Approval	vwind1	07/06/2017 10:34:52 AM
Budget Analyst Approval	aurruty	07/20/2017 10:38:36 AM

For Budget Division Use Only  
 Reviewed by: *[Signature]* 2/13/17  
 Reviewed by:

**REAL PROPERTY (FOR BOARDS AND COMMISSIONS)  
 OR STORAGE LEASE INFORMATION**

1. Agency (Lessee): Nevada Arts Council  
 716 N Carson St, Ste A  
 Carson City, NV 89701

Purpose: To store Nevada Touring Initiative - Traveling Exhibition Program artwork, crates, materials, periodically building crates.

Exceptions/Special Lease Terms: Climate controlled  
 Loading Dock

2. Name of Landlord (Lessor): Reno Masonic Temple Association

3. Address of Landlord: P.O. Box 2068, Reno, NV 89505  
 40 W 1st Street, Suite 237, Reno, NV 89501

4. Property Contact: Greg Ruzzine; Senior Advisor, SVN; Gold Dust Commercial Associates; 325 W Liberty, Reno, NV 89501

5. Address of Lease Property: 40 West First Street, Suite 100A, Reno, NV 89501

a. Square Footage or Unit Description: Suite 100A, along with use of loading dock, rest rooms, and public areas. 340sq ft

b. Cost:

Cost Per Month	# of Months in Time Frame	Cost Per Year	Time Frame	Cost/Square Foot
300	12	3,600	July 1, 2017 - June 30, 2018	.8824
310	12	3,720	July 1, 2018 - June 30, 2019	.9118
320	12	3,840	July 1, 2019 - June 30, 2020	.9412
330	12	3,960	July 1, 2020 - June 30, 2021	.9706
340	12	4,080	July 1, 2021 - June 30, 2022	1.

Increase %

c. Total Lease Consideration: 19,200

d. Option to Renew:  Yes  No Renewal Terms:

e. Holdover Notice: # of Days Required Holdover Terms:

f. Term:

g. Pass-thrus/CAM/Taxes:  Landlord  Tenant

h. Utilities:  Landlord  Tenant

i. Janitorial:  Landlord  Tenant  3 day  5 day  Rural 3 Day  Rural 5 Day  Other (see 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 or BOC Number: 2979

6. BOE Threshold: 19,200

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


a. Estimated Moving Expenses: \$ *N/A* Furnishings: \$ *N/A* Data/Phones: \$ *N/A*

PROPERTY OR STORAGE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE AND STORAGE 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 6-9-17

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV19031000059</u>	Exp:		
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: *If yes, please explain in exceptions section	<input type="checkbox"/> YES			<input checked="" type="checkbox"/> NO
d. Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
e. Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	<u>T32004581</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

Please Note: Dates for lease 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>TL</u>	<u>7/3/17</u>
Reviewed by:	

**REAL PROPERTY (FOR BOARDS AND COMMISSIONS)**  
**OR STORAGE LEASE INFORMATION**

1. Agency (Lessee): Department of Employment, Training and Rehabilitation  
500 East Third Street  
Carson City, NV 89713  
Attention: Brandon Taylor 775-684-3901  
bataylor@nvdetr.org

Purpose: This lease is for continued use of the 6,000 square foot warehouse space for DETR Administrative, Employment Security Division.

Exceptions/Special Lease Terms: Warehouse space does not require contracted janitorial services.

2. Name of Landlord (Lessor): 4801 Riverbend, Limited Liability Company, dba 5th Street Storage

3. Address of Landlord: 855 East Warner Road, Suite 102  
Chandler, AZ 85225

4. Property Contact: Manager: Denise Donovan, 480-844-3900  
denise.donovan@storage-solutions.org

5. Address of Lease Property: 333 South Carson Meadows Drive, Unit #337  
Carson City, NV 89701

a. Square Footage or Unit Description: 6,000

b. Cost:

Cost Per Month	# of Months in Time Frame	Cost Per Year	Time Frame	Cost/Square Foot
\$2,040.00	12	\$24,480.00	07/0/17 - 06/30/18	\$0.34
\$2,040.00	12	\$24,480.00	07/01/18 - 06/30/19	\$0.34
		\$48,960.00		
		\$48,960.00		

Increase %

c. Total Lease Consideration: 48 months, \$48,960.00

d. Option to Renew:  Yes  No Renewal Terms: N/A

e. Holdover Notice: # of Days Required N/A Holdover Terms: N/A

f. Term: two (1) 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 or BOC Number: 4770

6. BOE Threshold:

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

a. Estimated Moving Expenses: \$ N/A Furnishings: \$ N/A Data/Phones: \$ N/A



**PROPERTY OR STORAGE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE AND STORAGE 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**

\_\_\_\_\_

James Plummer                      7/7/17  
 Authorized Agency Signature                      Date

**8. State of Nevada Business License Information:**

a. Nevada Business ID Number:	_____	Exp:	_____
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 type="checkbox"/> NO
*If yes, please explain in exceptions section			
d. Is the Contractor's Name the same as the Legal Entity Name?		<input 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 type="checkbox"/> YES	<input type="checkbox"/> NO
*If no, please explain in exceptions section			
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
g. State of Nevada Vendor number:	_____		

**9. Compliance with NRS 331.110, Section 1, Paragraph 2:**

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input 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 type="checkbox"/> YES	<input type="checkbox"/> NO

**Please Note:** Dates for lease commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division**

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: June 22, 2017  
To: James R. Wells, Clerk of the Board  
Governor's Finance Office  
From: Jim Rodriguez, Budget Analyst *JR*  
Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

The following describes an information item submitted for placement on the agenda of the next Board of Examiners' meeting.

**DEPARTMENT OF PUBLIC SAFETY – EMERGENCY MANAGEMENT – DISASTER RELIEF ACCOUNT REQUEST**

Agenda Item Write-up:

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 Mineral County to cover spring flooding preparation/mitigation costs.

Additional Information:

On April 19, 2017 the Mineral County Board of County Commissioners made a Declaration of State of Emergency for the Walker River Paiute Reservation after the current measurements of snowpack in the Sierra Nevada Mountains shows that levels are in excess of 230 percent.

A news release from USGS stated, "The USGS model simulation indicate that high flows will be present for the Schurz community and may persist through mid-July before starting to abate." The simulations suggested that Walker Lake may rise by as much as 15 to 18 feet this year, the most in a single recorded year.

The declaration asserts that there could be a potential closure of highways, which would negatively impact the Walker River Paiute Reservation and Mineral County's ability to provide services for such needed items as: health, medical, food or fuel.

In preparation for any possible impacts to the County and its residents from the potential upcoming floods, the tribe worked closely with the Bureau of Indian Affairs Western Nevada Agency to help monitor USGS gauges and water flows on Walker River.

Pursuant to NRS 353.2755(3)(a), state and local agencies and tribal entities have up to 18 months after declaration of a disaster to submit a complete their requests to the Division of Emergency Management and the Department of Taxation.

The Division is still in the process of collecting the preliminary cost estimates relating to Mineral County's declaration and associated mitigation efforts, so an accurate estimate of the total expected amount to be requested is not yet available.

Statutory Authority:

NRS 353.2705 – 353.2771

<p>REVIEWED: <u>                    </u></p> <p>ACTION ITEM: <u>                    </u></p>
--

Brian Sandoval  
Governor



James M. Wright  
Director

Caleb S. Cage  
Chief

Division of Emergency Management  
Homeland Security  
2478 Fairview Drive  
Carson City, Nevada 89701

Telephone (775) 687-0300 • Fax (775) 687-0322 • <http://dem.nv.gov>

June 16, 2017

James R. Wells, Director  
Governor's Finance Office  
Budget Division  
209 E. Musser St.  
Carson City, NV 89701

Rick Combs, Director  
Legislative Counsel Bureau  
Fiscal Analysis Division  
401 S. Carson St.  
Carson City, NV 89701

Dear Director Wells and Director Combs:

**Subject: Letter of Intent to Request Funding from the Nevada Disaster Relief Account (DRA) – Mineral County Spring 2017 Flood Preparations/Mitigation**

Please accept this as formal notification that Mineral County has submitted a notice of intent to apply for assistance to the DRA for reimbursement of a portion of their expenditures incurred in preparation for and mitigation of anticipated spring flooding.

Mineral County declared a local emergency, and in turn, requested assistance from the State of Nevada. The Nevada Division of Emergency Management (DEM) is assisting with resource coordination and providing technical assistance to multiple jurisdictions related to the Spring 2017 flood preparations. The United States Department of Homeland Security (FEMA Region IX) team deployed to provide technical assistance and assist Nevada in response efforts to ongoing flooding has provided planning assistance as well.

Preliminary estimates of the costs are not available at this time since it is an on-going mitigation effort. Actual costs for reimbursement cannot be finalized until all work is complete. The Division is committed to continue to work closely with the multiple local governments in developing the submission of the final applications for funding under the DRA.

Thank you and should you have any questions, please contact Justin Luna at (775) 687-0304.

Capitol Police • Criminal Justice Assistance • Division of Emergency Management • Emergency Response Commission  
State Fire Marshal • Investigations Division • Highway Patrol Division • Office of Traffic Safety  
Parole and Probation • Records & Technology Division • State Board of Parole Commissioners • Training Division

Best regards,



**Caleb S. Cage**  
Chief and Homeland Security Advisor

**Enclosures: Declarations of disaster  
Notice of Intent letter**

**CC: James M. Wright – Department of Public Safety, Director  
Jackie Muth-Nelson – Department of Public Safety, Deputy Director  
Janet Murphy – Governor's Finance Office, Budget Division, Deputy Director  
Jim Rodriguez – Governor's Finance Office, Budget Division, Budget Analyst  
Kristen Kolbe – Legislative Counsel Bureau, Fiscal Analysis Division, Program Analyst  
Cindy Jones – Legislative Counsel Bureau, Fiscal Analysis Division, Assembly Fiscal Analyst  
Mark Kmpotic – Legislative Counsel Bureau, Fiscal Analysis Division, Senate Fiscal Analyst  
Kelly Langley – Department of Taxation, Budget Analyst**

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**RESOLUTION OF THE MINERAL COUNTY**

**BOARD OF COUNTY COMMISSIONERS**

**RESOLUTION NO. 17-009**

**DECLARATION OF STATE OF EMERGENCY  
FOR THE WALKER RIVER PAIUTE RESERVATION  
LOCATED IN MINERAL COUNTY**

**BE IT RESOLVED BY THE MINERAL COUNTY COMMISSIONERS OF HAWTHORNE,  
NEVADA**

**WHEREAS, Mineral County is a political subdivision of the State of Nevada and is authorized under the powers granted under Chapter 414 of the Nevada Revised Statutes to declare an emergency; and**

**WHEREAS, current measurements of snowpack in the Sierra Nevada mountains conclude that snow levels are in excess of 230% average levels<sup>1</sup>; and**

**WHEREAS, Nevada National Guard models of the spring run-off predict the Walker River overflowing its banks in Mason Valley and Yerington; and**

**WHEREAS, the flood analysis report states that there will be enough water in the Walker River to fill Weber Reservoir numerous times; and**

**WHEREAS, it is further predicted that high river flows will persist for several months; and**

**WHEREAS, this water will pose a threat to properties in the surrounding areas as well as Highway 95 which is a significant transportation route within the region; and**

**WHEREAS, Fallon (40 miles north of the reservation) is currently predicting significant flooding of the Lahontan Valley with the potential that waters in the Stillwater Marsh may over-top Highway 95, closing the sole access to Fallon for an extended period of time; and**

**WHEREAS these potential highway closures would negatively impact the Reservation and Mineral County's ability to provide necessary services, such as health and medical and for food, fuel, and other items to be delivered to the towns of Schurz, Hawthorne, Luning, and Mina; and**

**WHEREAS, the majority of the Walker River Paiute Reservation and town of Schurz is located within Mineral County and the Tribe has communicated its concern that flood**

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<sup>1</sup> <https://cdec.water.ca.gov/cgl-progs/snow/PAGE6>

events that will impact the Tribe, the health and well-being of Tribal and community members, property, services, transportation, natural resources of the reservation and the town of Schurz; and

WHEREAS, the Tribe's Water Resources Department has been working closely with the BIA Western Nevada Agency (WNA) in monitoring the USGS gages and water flows on the Walker River; and

WHEREAS, all parties are concerned about the high water and the impacts to the Weber Reservoir, its dam, the river and Schurz irrigation systems; and

WHEREAS is imperative that the Tribe control erosion, remove trees, and clean dirt ditches to distribute potential flood waters in order to diminish the impact of flood waters in the Schurz area.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of County Commissioners does resolve that, under the provisions of the Nevada Revised Statutes Chapter 414 and Mineral County Code, a state of emergency does exist due to conditions of peril arising from the threat of flooding within Mineral County


BE IT FURTHER RESOLVED THAT, such declaration exist until such time as the high water recedes and the County determines that there is no longer a threat to life and property; and

BE IT FINALLY RESOLVED THAT, copies of this declaration be provided to the Governor of the State of Nevada, the Nevada Director of Emergency Management, the Superintendent of the Bureau of Indian Affairs at the Western Nevada Agency, asking that they declare that a State of Emergency/Disaster exists on the Walker River Paiute Rescrvation and town of Schurz, which are located in Mineral County.

PASSED, ADOPTED, AND APPROVED THIS 19<sup>th</sup> day of April, 2017.

BOARD OF COUNTY COMMISSIONERS, MINERAL COUNTY, NEVADA

By:   
Garth Price  
Chair, Board of County Commissioners

Attest:   
Chris Nepper, Clerk of the Board

## **MINERAL COUNTY EMERGENCY MANAGEMENT**

P. O. Box 1301  
845 West 9<sup>th</sup> Street  
Hawthorne, NV 89415  
Work (775) 945-2497  
Fax (775) 945-8465

Patrick Hughes  
Mineral County Emergency Manager  
Mineral County Safety Director  
phughes@mineralcountynv.org

**Caleb S. Cage**  
Chief and Homeland Security Advisor  
Nevada Division of Emergency Management  
2478 Fairview Drive  
Carson City, NV 89701

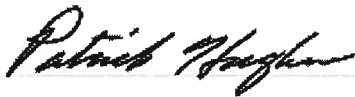
**Re: Notice of Intent to Request Disaster Relief Funding**

Dear Mr. Cage,

This letter serves as Mineral County's written notice of intent to request funding from the State Disaster Relief Account, pursuant to NRS 354.2755 for the damages incurred to public infrastructure that resulted from the Spring Thaw Flooding event in Mineral County.

Under the NRS, the County's governing board must determine that the event constituted a disaster. Attached is Resolution No. 17-009, adopted on April 19, 2017 by the Mineral County Board of Commissioners. The County understands that it must submit an application with all supporting financial information and documentation to the State Department of Taxation within eighteen months of the date of this written notification for consideration of disaster relief funding.

Sincerely,



**Patrick Hughes**  
Mineral County Emergency Manager