

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:** December 12, 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 included on an agenda as an action item)
3. **Approval of the November 14, 2017 Minutes** (For possible action)

**4. Request for an Allocation from the Reserve for Statutory Contingency Account** (For possible action)

**Department of Conservation and Natural Resources – Division of Forestry**

Pursuant to NRS 353.264(2)(b)(1), the Division requests an allocation of \$1,950,000 from the Statutory Contingency Account to cover the cost of actual and projected emergency response expenses arising from operations directly involving the protection of life and property under NRS Chapter 472.

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

**Department of Agriculture**

Pursuant to NRS 333.705(1), the Department requests authority to contract with a former employee, Melanie Whitney, to provide technical assistance and training on federal grants managed by the department.

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

**Department of Health and Human Services – Welfare and Supportive Services – Administration - \$1,100,000**

Pursuant to NAC 333.175, the Division requests to utilize a Delaware Department of Health and Social Services, Division of Child Support Services cooperative contract to provide an electronic application to assist in the collections and disbursements of Child Support payments to the custodial parent and to interface with the legacy application for posting these transactions to both the custodial and non-custodial parent.

## **7. Request for Approval to Pay a Stale Claim From the Stale Claims Account (For possible action)**

### **A. Department of Transportation**

The Nevada Department requests approval to pay \$67,676 from the Highway Fund, Stale Claims Account, for two FY 2017 invoices from the CA Group, Inc. for consultant design services.

### **B. Department of Transportation**

The Department requests approval to pay \$74,157.86 from the Highway Fund, Stale Claims Account, for a FY 2017 invoice from Desert Research Institute for continuous real time quality data system monitoring site management.

### **C. Department of Health and Human Services – Aging and Disability Services – Sierra Regional Center**

The Division requests approval to pay \$71,386.02 from the General Fund, Stale Claims Account, for a FY 2017 Jobs & Day Training reimbursement to Trinity Services.

### **D. Public Employees Benefits Program**

The Public Employees Benefits Program (PEBP) requests approval to pay \$176,469.34 from the PEBP operating budget for the increased per participant per month fees for FY 2017 for PEBP participants located out of state, or those accessing medical services out of state.

**(This item relates to Contract #50 under Agenda Item 11.)**

**8. Department of Administration’s Victim of Crime Fund Fiscal Year 2018 1<sup>st</sup> Quarter Revenue Report and Recommendations for Fiscal Year 2018 2<sup>nd</sup> Quarter Anticipated Expenses (For possible action)**

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

The 1<sup>st</sup> quarter Fiscal Year 2018 Victims of Crime Program report states all approved claims were resolved totaling \$2,968,983.86 with \$1,208,128.99 paid out of the Victims of Crime Program account and \$1,760,854.87 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at \$4.3 million to help defray crime victims’ medical costs.

Based on these projections, the Victims of Crime Program recommends paying Priority One, Two and Three claims at 100% of the approved amount for the 2<sup>nd</sup> quarter of fiscal year 2018.

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

Claimant:	Matt Moonin
Claim No.:	TC 18257
Settlement Amount:	\$225,000
Date of Loss:	February 24, 2011

**10. Approval of Proposed Leases (For possible action)**

**11. Approval of Proposed Contracts (For possible action)**

**12. Approval of Proposed Master Service Agreements (For possible action)**

**13. Information Item – Clerk of the Board Contracts**

Pursuant to NRS 333.700, the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$49,999). Attached is a list of all applicable approvals for contracts and amendments approved from October 23, 2017 through November 17, 2017.

## 14. Information Item

### **State of Nevada – Compact with Washoe Tribe of Nevada and California Governing Class III Gaming**

Pursuant to Public Law 100-497, the Indian Gaming Regulatory Act, codified at 25 USC. §§ 2701-2721 and 18 USC. §§ 1166-1168, a first amendment has been made to the compact between the Washoe Tribe of Nevada and California and the State of Nevada. The amendment terminates the Slots Only Compact which was approved in May 2004 and replaces it with the language of the amended compact.

## 15. Information Item

### **Department of Public Safety – Division of Emergency Management – Disaster Relief Account Grant Request – Clark County**

Pursuant to NRS 353.2755, the Division of Emergency Management is notifying the Board of Examiners of Clark County's intent to request a grant from the Disaster Relief Account to cover expenses associated with the October 1, 2017 Las Vegas mass casualty event.

## 16. Information Item – Reports

### **A. Department of Conservation and Natural Resources – Division of State Lands - State Land Registrar**

Pursuant to NRS 321 .5954, and 1993 Nev. Stat. 1153, the State Land Registrar is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program and Lake Tahoe Mitigation Program. The Registrar submits the report on program activities for the 1st quarter of Fiscal Year 2018.

#### Additional Information:

- 1989 Tahoe Basin Act  
There were no transfers of lands or interest in lands during the quarter.
- Lake Tahoe Mitigation Program  
The agency reports that there were no acquisitions of land or interest during the quarter. However, there were four land coverage transactions that resulted in \$112,524 in proceeds for the Nevada Land Bank program.

## **B. Fiscal Year 2018 – 1<sup>st</sup> Quarter Overtime Report**

Pursuant to NRS 284.180, the Department of Administration, Division of Human Resource Management must prepare and submit quarterly to the Budget Division of the Office of Finance a report regarding all overtime worked by employees of the Executive Department during the quarter. The Budget Division shall transmit quarterly to the Board of Examiners the report and the analysis of the Budget Division regarding the report. The Budget Division submits the 1<sup>st</sup> Quarter Overtime Report and analysis for Fiscal Year 2018.

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

### **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>

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### MINUTES

**Date and Time:** November 14, 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

#### MEMBERS PRESENT:

Governor Brian Sandoval  
Attorney General Adam Paul Laxalt – Present in Las Vegas  
Secretary of State Barbara Cegavske  
James R. Wells, Clerk

#### OTHERS PRESENT:

Steve Canavero, Superintendent, Department of Education  
Roger Rahming, Deputy Superintendent, Department of Education  
James Wright, Director, Department of Public Safety  
Caleb Cage, Chief, Division of Emergency Management  
Justin Luna, Administrative Services Officer 3, Division of Emergency Management  
James McAfee, Captain, Highway Patrol, Department of Public Safety  
Robbie Oxoby, Project Manager, State Public Works  
Steve Fisher, Administrator, Division of Welfare and Supportive Services  
Caroline Bateman, Chief Deputy Attorney General, Attorney General Office

## 1. Call to Order / Roll Call

**Governor:** Good morning ladies and gentlemen, I will call the Board of Examiners Meeting to order. I hope everyone is having a wonderful day. All Members are present. The Attorney General is present in Las Vegas.

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

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

**Attorney General:** No Governor, there is no public comment.

**Governor:** Okay.

## 3. Approval of the October 10, 2017 Minutes (For possible action)

**Governor:** We will move to agenda item number 3, approval of the October 10, 2017 minutes. Have the Members had an opportunity to review the minutes and are there any changes? If there are none, the Chair will accept a motion for approval.

**Attorney General:** I move to approve.

**Governor:** The Attorney General has moved to approve to minutes from October 10, 2017. Is there a second?

**Secretary of State:** I second Governor.

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



**4. Request to Purchase State Vehicles** (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 EXCEED: TO</b>
Department of Business and Industry – Division of Industrial Relations	3	\$72,144
Colorado River Commission	2	\$90,820
Department of Conservation and Natural Resources – Division of Environmental Protection	2	\$50,820
Department of Administration - Fleet Services	2	\$39,473
Department of Public Safety – State Fire Marshal Division	2	\$72,198
<b>Total</b>	<b>11</b>	<b>\$325,455</b>

**Governor:** We will move to agenda item number 4, Request to Purchase State Vehicles. Mr. Wells, good morning.

**Clerk:** Good morning Governor and Members of the Board. Item 4 includes five requests for 11 vehicles.

The first request is from the Department of Business and Industry, Industrial Relations Division, to replace one pickup and two sedans that have met the age and/or mileage requirements in the State Administrative Manual (SAM). A work program to accept a grant for the purchase of these vehicles was approved by IFC at their last meeting.

The second request is from the Colorado River Commission to replace one pickup truck and one sedan that have met the age and/or mileage requirements in SAM. These vehicles were included in the agency's legislatively approved budget. One of the vehicles does exceed the amount that was approved and the additional funding will come either from reserves or budgetary savings recognized throughout the fiscal year.

The third request is from the Department of Conservation and Natural Resources, Division of Environmental Protection, to replace two vehicles that have met the age and/or mileage requirements in SAM and which were included in the agency's legislatively approved budget.

The fourth request is from the Department of Administration, Fleet Services Division, to purchase one new vehicle which was approved by the IFC at their June meeting and to replace one agency vehicle which was totaled in an accident. These are being purchased using the lease purchase program.

The final request is from the Department of Public Safety, State Fire Marshal's Office to replace two pickups that have met the age and/or mileage requirements in SAM and which were included in the agencies legislatively approved budget.

There are representatives available to answer any questions the Board Members may have.

**Governor:** Thank you Mr. Wells. I have no questions. Board Members, are there any questions?

**Secretary of State:** None Governor.

**Attorney General:** Move to approve.

**Secretary of State:** Second.

**Governor:** The Attorney General has moved to approve the request to purchase state vehicles as presented in agenda item number 4. The Secretary of State has seconded the motion. Are there any questions or discussion on the motion? I hear and see none. That motion passes 3-0.

**5. Request for a Recommendation of Approval to the Interim Finance Committee for an Allocation Amount from the Contingency Account**  
(For possible action)

**A. Department of Corrections – Correctional Programs**

Pursuant to NRS 353.268, the Department requests an allocation of \$234,372 in Fiscal Year 2018 and \$375,056 in Fiscal Year 2019 for a total of \$609,428 from the Interim Finance Committee Contingency Account to fund the addition of one Program Officer 2 position, four Program Officer 1 positions, two temporary contracted support positions and other associated costs. The requested positions are needed to ensure compliance with Senate Bill 268 which was enacted during the 2017 Legislative Session to verify an offender's full legal name and date of birth before issuing a photo identification card. This action would result in an increase of the agencies authorized positions from 99 full-time equivalents to 104 full-time equivalents.

**B. Department of Education – Distributive School Account**

Pursuant to NRS 353.268, the Department requests an allocation of \$1,679,139 from the Interim Finance Committee Contingency Account to fund an adjustment to the per-pupil funding allocation due to a change in allocation methodology which had a detrimental impact to certain school districts.

**C. Department of Education – Special Education Contingency**

Pursuant to NRS 353.268, the Department requests an allocation of \$208,159 from the Interim Finance Committee Contingency Account to replenish the Special Education Contingency Account.

**D. Governor’s Office of Workforce Innovation – Nevada P20 Workforce Reporting**

Pursuant to NRS 353.268, the Office requests an allocation of \$250,000 from the Interim Finance Committee Contingency Account to support the data partner planning for the Nevada P-20 to Workforce Research Data System.

**E. Office of the State Controller**

Pursuant to NRS 353.268, the Office requests an allocation of \$178,580 from the Interim Finance Committee Contingency Account to fund a Master Service Agreement (MSA) contractor to complete a Business Intelligence project and online checkbook and a MSA contractor to conduct a data review to ensure the safety of sensitive data.

**F. Department of Public Safety – Division of Emergency Management**

Pursuant to NRS 353.268, the Division requests an allocation of \$122,250 from the Interim Finance Committee Contingency Account to cover costs associated with providing security support to Clark County during the upcoming New Year’s Eve activities.

**G. Department of Public Safety – Nevada Highway Patrol – Dignitary Protection**

Pursuant to NRS 353.268, the Division requests an allocation of \$53,578 from the Interim Finance Committee Contingency Account to cover the cost of providing protective services as requested by the U.S. Secret Service to dignitaries visiting Nevada for the remainder of the fiscal year.

**Governor:** We will move to agenda item number 5, Request for Recommendation of Approval to the IFC Committee for an Allocation Amount from the Contingency Account. Mr. Wells if you would present a record with regard to all the items and then we can go back if there are some that we want to pull out and ask questions about. Please proceed.

**Clerk:** Thank you Governor. Item 5 includes seven requests for positive recommendations to the Interim Finance Committee pursuant to NRS 353.268 for allocations from the General Fund Contingency Account. The Contingency Account has an approximate balance of \$16.4 million to cover unanticipated costs for the remainder of the 2017-2019 biennium.

The first request in the amount of \$234,372 in fiscal year 2018 and \$375,056 in fiscal year 2019 is from the Department of Corrections to add staff needed to ensure compliance with the provisions of Senate Bill 268 enacted by the 2017 Legislature relating to verification of inmate identity and date of birth prior to the issuance of a photo identification card.

The second request in the amount of \$1,679,139 is from the Department of Education to fund an adjustment to the per pupil allocation due to a change in the methodology which had a detrimental impact on certain school districts.

The third request in the amount of \$208,159 is also from the Department of Education to replenish the Special Education Contingency Account for allocations that were made to school districts after the 2017 Legislative Session adjourned.

The fourth request in the amount of \$250,000 is from the Office of Workforce Innovation to fund an expansion of the datasets that are included in the Nevada P-20 to Workforce Research Data System or NPWR to enhance the data analysis capabilities of that system. This request was originally included in the Governor's recommended budget but was removed by the Legislature during the budget closing and the agency was told they could approach the Contingency Fund with a request once an implementation plan was finalized.

The fifth request in the amount of \$178,580 is from the Office of the State Controller to fund development costs related to the business intelligence and online checkbook project as well as an independent auditor to assess data risks and ensure sensitive data is properly protected.

The sixth request which was originally in the amount of \$122,250 is from the Department of Public Safety, Emergency Management Division to cover the projected costs of providing Nevada Guard support to Clark County for the New Year's Eve activities. Subsequent to the original request, the Emergency Management Division submitted additional information regarding the County's concern for public safety and the needs and a request for additional personnel to provide security support. The revised request is for \$346,077 an increase of \$223,823 from the original request.

The seventh request in the amount of \$53,578 is from the Department of Public Safety, Highway Patrol to cover visiting dignitary protection costs incurred during Presidential and Vice-Presidential visits as well as projected costs for providing protective services to visiting dignitaries for the remainder of the fiscal year.

These requests total \$3,324,961 and are all subject to approval by the Interim Finance Committee meeting in December. There are representatives from each of the departments to answer individual questions.

**Governor:** Thank you Mr. Wells. I do not have any questions personally for the Department of Corrections for 5A. Do either of the Board Members wish to have the Department of Corrections come forward on that agenda item?

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

**Secretary of State:** No.

**Governor:** Okay. We will move to the next item which is 5B, the Department of Education, Dr. Canavero would you please come forward on agenda item 5B. Good morning.

**Steve Canavero:** Good morning Governor, General Laxalt and Madam Secretary. Steven Canavero, State Superintendent, Public Instruction. I am joined by Roger Rahming, Deputy Superintendent for Finance.

This request is for \$1,679,000 from the Interim Finance Committee's Contingency Account to fund an adjustment to the per-pupil allocation, due to a change in allocation methodology. Let me explain a little bit about what we mean.

Senate Bill 544 codified the per-pupil allocation which is based upon the Distributive School Account (DSA) Workbook at the end of the Legislative Session. During that time, Washoe County School District had a number of questions and some concerns about their particular per-pupil allocation, as codified in Senate Bill 544.

The Department committed to work with Washoe County to determine the source and the reason behind what they thought was a change that needed to be explained. We did an exhaustive student-by-student analysis in working with Washoe County School District and identified the problem which was the enrollment table that was utilized in creating the dollar value per pupil codified in Senate Bill 544.

The issue, probably can best convey by an example is how the model allocated students who were enrolled in virtual charter schools. So, the example would be, a student enrolled in Connections Academy, a statewide virtual charter school, who lived in Clark County, was actually assigned to Washoe County because that was the headquarters for the virtual charter school.

So, the net effect of that was it added students to Washoe County School District that were not necessarily enrolled in/did not reside within the Washoe County School District. This

had an effect on two districts, Washoe County School District and Carson City School District.

It is important to note that what we are seeking to do here is fix a problem. This is very different than the natural fluctuations which may occur in subsequent legislative sessions when we codify the per-pupil support and through the Legislature. This is a problem that we identified that we are trying to fix and it has nothing to do with the normal fluctuations. I think we saw this in 2015 when Clark County School District, based upon a number of factors that are all within the distributive school account, functioning normally, had a decline in their per pupil allocation. That was due to local revenue and other factors. That is not what this is looking to solve. This is a particular problem that we can chart empirically and demonstrate where the error occurred and the solution that we are looking to do.

This also takes into account the \$5 million that was allocated in a bill to Washoe County School District. So, the \$1,679,000 is the difference between what is owed to Washoe using the where students reside rather than the virtual charter school headquarter enrollment table minus the \$5 million that they were allocated already for fiscal 2018. This is a fiscal year 2018 resolution. Then I think it is \$7,000 for Carson City School District. I am happy to answer any questions I'm sure folks may have.

**Governor:** Thank you Dr. Canavero. This is hyper-technical, and I don't mean this in a pejorative way at all, but I just—in terms of making a record, this was just a calculation error, I shouldn't say 'just', a calculation error that is resulted in a shortage to the Washoe County School District of \$1.6 million. Given the fiscal status of Washoe County School District, every dollar counts. I just feel personally that, if we've made an error, we've got to make it right. That's why—this is the opportunity to make that right and make Washoe County School District whole. Without this error, they would've gotten this and nobody—we wouldn't be here today. Obviously.

In any event, you know, obviously I'm familiar with this issue but I want to make sure that there's an understanding, as you say that this isn't throwing a bone to Washoe County to give them something that they wouldn't otherwise be entitled to. This is fixing an error and making them whole so that other school districts don't think, wait a minute, Washoe County is getting special treatment. It's not. In fact, Washoe County has been penalized to the tune of \$1.6 million.

I know you're not a lawyer, but there is also—my understanding, a dispute with regard to this process. Do you have anything you'd like to say about that, Dr. Canavero?

**Steve Canavero:** Steve Canavero, thank you Governor. Yes, to all of what you had previously said. We are attempting to fix and make whole a clearly empirical problem.

I also understand that given your clear direction that the right thing to do is fix a problem. We are asking the Contingency Account to do something it is not used to doing. I am happy to continue to listen, I just wanted to ensure that progress is being made and that we are before you and we are before the Interim Finance Committee to ensure that this

has surfaced and if there are other ways that we can resolve this matter, or are required to resolve this matter legally, then I certainly look to the Legislative Counsel Bureau (LCB) or the Governor's Finance Office (GFO) or others to help us.

**Governor:** You are right. This has not happened before. So you have a new problem, you have to find a new solution and I do not think it is fair for Washoe County to have to wait until 2019 to have it fixed because we made a mistake. There is a dispute between this body and the Legislature in terms of approving this process. So, I think that it is perfectly appropriate and that we have reviewed it to handle it this way. We are in constant conversations with LCB legal and there is a difference of opinion right now.

I personally, and I cannot speak for the other members; think that we should move this from here, right or wrong. I know there are representatives from the Washoe County School District here and as I said, we made a mistake. I have spoken to your Superintendent about that and I just think that we should do something about it as soon as possible. At the end of the day, it is the students who get punished. We have a chance to fix this.

Madam Secretary, do you have any questions or comments?

**Secretary of State:** I do, thank you Governor. The dispute I did not know about. I do not know what all is going on, heard about it but do not know all the details. My question is, did the money go someplace else? Is there another school district that obtained that money and is there a way to get that money from the other school district and does it go back to the Contingency Fund? Or is that the dispute that what you are talking about?

**Steve Canavero:** Steve Canavero. No, I believe the dispute is whether or not what we are asking the Contingency Account to do is something it actually can do.

**Secretary of State:** Okay.

**Steve Canavero:** The answer to your second question is yes, so those districts, for example, where that student who resided in Clark County attended Nevada Connections Academy but the model placed that student in Washoe. Clark County received additional dollars. So, we have a table. We have communicated with all the Districts that —using the enrollment table that was used, actually elevated the amount of money that they received, and it reduced the amount that Washoe and Carson City.

Our request is that they be held harmless. That this is an issue that we think we can resolve here at the State level and not ask—which is a very—if this were technically difficult, pulling that money back is additionally very difficult and sometimes not necessarily feasible.

**Secretary of State:** Okay. And, I understand where you are coming from, but I think if money is given to somebody by mistake, which we obviously did, that that money needs to come back and be put back into that fund. I agree with the Governor and think, you need to be made whole now because this is when you need the money and I understand that. I

still think that there needs to be an avenue of where the money itself comes back out of that fund that it went to by mistake.

So, I guess that would be another fight or another argument but for me, I understand, would like to make you whole if that is what IFC sees fit to do. I do not mind supporting that, but I do believe that the money needs to come back out of — and I do not know how many different school districts this is talking about. Is it just Clark?

**Steve Canavero:** Steve Canavero. My understanding is 16, everybody except for Clark and Washoe. And in some cases — I am sorry, Carson and Washoe. All the other districts received additional dollars. We have a table that we will share with you following this.

**Secretary of State:** Okay. I would like to see that. I will support it Governor because I think they need that. If this is an avenue that, again, if IFC feels confident to do it, I do think the money needs to be replaced and I am sure that will be a discussion. So, thank you for letting me converse on this. Thank you.

**Governor:** Any further questions or comments from Board Members?

**Attorney General:** Yes Governor. I would just like to confirm with Mr. Wells that he is comfortable with this arrangement that this account can be used this way and will properly land in the hands of Washoe County.

**Clerk:** The Contingency Fund is set up to appropriate funds for things that were not determined at the close of the Legislative Session. This error certainly was not discovered and disclosed at the end of the Legislative Session. In a very narrow reading of that, I believe there is a method for bringing this forward to the IFC under a particular statute. I believe that is the root cause of the dispute between LCB Legal and our staff.

**Attorney General:** Okay, but you are comfortable with this process?

**Clerk:** Yes I think it is appropriate. Whether LCB staff will concur is what I am not comfortable with.

**Attorney General:** Okay, thank you Mr. Wells. No further questions, Governor.

**Governor:** Let us be clear, again, this was something that was embedded in the DSA Budget and was approved by the Legislature. Recommended as part of your budget, being the Department of Education and signed by me and put into law. As a result, a consequence of that, Washoe County was shorted. And I agree with Mr. Wells. I think our interpretation allows us to right a wrong and Washoe County and Carson City should not be punished, I know Carson City is a smaller amount but it should not be punished either because of that. This is a way to fix that.

There is that dispute. Madam Secretary, I do not disagree that there are other districts that have been the beneficiary of this, but then you open up another can of worms in terms of



asking them, particularly Clark County who is another district that is \$30 million plus with a deficit. I know that is a conversation for another day, but in the meantime, you are taking money away from students. So, it is uncomfortable and it is awkward, but I would rather use this methodology first. Then, if there is an avenue to have a discussion with those school districts that got the money they otherwise would not have, then we can do that. But, in the short term, we are about to finish a semester here and I think \$1.6 million goes a really long way in hiring teachers and doing what needs to be done.

In any event, I know I have kind of beaten this down. Dr. Canavero, anything else that you wanted to add?

**Steve Canavero:** Steve Canavero. I just appreciate Governor, Madam Secretary and General Laxalt for hearing this request. I do recognize we are asking the Contingency Account to do something it historically has not done, or perhaps others may be uncomfortable with but we appreciate your support and hope for a favorable vote to move this forward.

**Governor:** I was going to say, I said I would not say anything more, but you know we never shorted a school district before like this. So, I mean, that is why we need to be flexible and be able to use this account for reasons just like this. So, thank you. Thank you, gentlemen.

Board Members, I was going to move to Item 5F, unless any of the Members had any questions with regard to C, D or E. So, Director Wright, you are here with regard to the Security Support for Clark County. Chief Cage, nice to see you as well. Again, as an introduction, this is to me, simply a simple error, I would not even call it an error. There has been a request for this from Clark County with regard to security for the New Years' Eve activities and given what has happened in Las Vegas, I think we have got to give them everything they need and want. We want people to feel safe. Perhaps you can provide more of a record with regard to what's in that \$346,077.

**Director Wright:** Thank you. Good morning Governor, General Laxalt and Madam Secretary Cegavske. Thank you for allowing us to present this to you this morning. As you know Governor, the last several years we have come forth and provided funding for Las Vegas for New Years' Eve contingency to allow National Guard resources to bolster the forces that Metro does to protect the citizens and visitors to our great state during the New Years' Eve activities.

As we had prepared for this New Years' Eve, the original project of the \$122,250 was there but the tragic event of October 1<sup>st</sup> changed that and the planning that went forth into it. We just recently received additional requests from Metro for additional resources. With me today, as you said, Chief Cage is here and Justin Luna, Administrative Services Officer for the Division. I will let them provide the details of numbers and what they requested.

**Chief Cage:** Thank you Governor and Members of the Board. Caleb Cage, Chief of the Division of Emergency Management for the record. I am going to briefly go over this request as it has evolved and what it entails. I have Justin Luna, from my Office as well

who can provide more minute details down to exactly what the dollar amounts will go towards.

As the Director noted, in the beginning Governor, this request came in at approximately \$122,000 and is now \$346,000 and change. So, what happened is the question and the short answer is, October 1<sup>st</sup> happened, the tragedy event in Las Vegas.

Our initial request was based off of projections working with the staff from Clark County Office of Emergency Management that coordinates this for all of the law enforcement and other members of the community there based on pre-October 1<sup>st</sup> considerations and assessment. Our staff has been engaged, not just on the response and recovery effort for October 1<sup>st</sup>, but also making sure that we were prepared for everything that was coming next, including the Marathon and now New Years' Eve.

As we all know, Clark County and Las Vegas welcomes about 42 million visitors a year, about 400,000 of those are on New Years' Eve or on or around New Years' Eve alone. This event is advertised as America's Party. It is one of the premier events in the world for New Years' Eve celebrations. I will not get into this too deeply, but Department of Homeland Security provides this a special event activity rating. This event, as well as other events in the State and we have been in discussion with them, particularly through Clark County as well.

The money, if approved here and through IFC, will go through our operational account to pay specifically for National Guard soldiers and equipment for deployment. The total request and this is key to the change from Clark County, again, from the Office of Emergency Management is 358 guard soldiers and they will be at 22 different locations. We have provided all of this in the packet, but in general, those locations will include the airport, the tunnel system, the various other infrastructure and then to support Strip and Fremont Street operations as well.

One of the key differences here is that the request has come for this deployment to take place over a five-day period and the deployment is staggered over that time in order to ensure that local law enforcement, local first responders have all of the support they need for the entire area. In the past, Clark County has been very careful to only request for the day of, the day after, maybe the day prior and this year, they would like to expand that a little bit as well.

In conclusion, I will note that yes, this is a significant increase in dollars. We understand that. The Clark County Office of Emergency Management, our key partner in this is an extraordinary partner. They take these events very seriously, as we saw from their extremely capable coordinating response from the October 1<sup>st</sup> event and I personally would like to say on the record, I have full faith in Chief Steinbeck's assessment here and his request. I am ready for any questions you may have, Governor or Members of the Board.

**Governor:** Thank you Chief Cage. Mr. Luna, anything else that you wanted to add?

**Justin Luna:** Justin Luna, Division of Emergency Management. Only if you have specific questions on the financial numbers and the amount of units, soldiers that are being used in each location.

**Governor:** Okay I do not have any questions. I had a conversation with the Sherriff as recently as last night. I told him then and I have told him always that whatever he needs, he gets. Given the circumstances of October 1<sup>st</sup>, this is money well spent. I think the State has a responsibility to contribute in any way it can to the safety and security of the people of Las Vegas, as well as the people that visit there.

I will be in full support of this request. In fact, I am proud that our National Guard can step in and be a part of this event in terms of again, securing and ensuring the safety of the people that will be participating in that event.

So, I thank you all for your hard work. I know our troops will be involved as well, on that evening. As I said, it is all-hands-on-deck to make sure that it is a great event. Thank you.

Any other questions, Madam Secretary?

**Secretary of State:** Thank you Governor. I just want to echo all of your comments and thank you so much. I agree we are very, very lucky in Las Vegas for the people that we have and that we are on deck. I want to thank you and all of your officers for what you do for our State and for protecting us. I think this is really pro-active and that is what we need to do. So, I want to thank you all for getting together and making these determinations. I am in full support. Thank you, Governor.

**Governor:** Thank you. Are there any other questions or comments regarding this item? I hear and see none, thank you gentlemen. Chief, or Director, I should say, if you would just stay for the Item G, the Dignitary Protection. Thank you.

**Director Wright:** Good morning again, Governor and Board Members. Item G is a request for allocation in the amount of \$53,578 to cover costs providing visiting dignitary protection, as requested by the US Secret Service. You know, we have been here before with this request. It is a moving target. I know we have been asked, why can we not project these better but we cannot control visits of the Administration. Sometimes we get a two-day notice on these things and we muster up our folks to prepare for that.

This was an estimate that we felt that would get us through the end of the fiscal year, for what we have spent and what we are projecting visits will be. If we get additional visits, we may have to come back for additional. We try our best with this.

**Governor:** I understand Director Wright and you cannot anticipate that. Is this just to get you caught up or does this give you a little bit of an extra amount so that in case there are unanticipated visits that we will be able to cover that?

**Director Wright:** Yes, and with me today is Captain McAfee he oversees this. He has been involved in these types of protection details and stuff. He can share with you some of the numbers we look at. Thank you, sir.

**Captain McAfee:** Good afternoon, Governor and Members of the Board, Madam Secretary, Attorney General. Andy McAfee for the record, Captain assigned to Headquarters with Nevada Highway Patrol, Department of Public Safety.

To answer your question directly sir, this does provide \$31,000 and some change for future events if there should be. That is broken out by each quarter, a little over \$10,000 per quarter. Again, not knowing when they will come. We have spent \$40,400 approximately during this fiscal year already, based off of just two visits to the Route 91 incident from both the President as well as the Vice President. And then, we also had the President come in to do a keynote speech at the American Legion Annual Conference. Then we had Bill Clinton come in for an American Century Group speech. Each one of those, rather small amounts, but a visit can run anywhere from a few thousand dollars to even \$20,000 or more in a day, depending on how many resources are required, how many movements occur.

This should get us through and if it is more than we need, obviously, we will return it to the Contingency Fund.

**Governor:** Thank you very much. Any questions from Board Members? If there are none the Chair will accept a motion to approve the requests in agenda item 5A through G with the amount in 5F being \$346,077.

**Governor:** Secretary has moved to approve. Is there a second?

**Attorney General:** I second.

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

## **6. Approval of Master Lease Agreements (For possible action)**

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

The Division seeks approval for the fourth amendment to the existing master lease agreement with International Business Machines. This amendment extends the termination date from June 30, 2021 to November 30, 2021 and increases the maximum amount from \$10,259,963.18 to \$10,425,914.54 due to the upgrade of load balancer equipment for the mainframe server.

**Governor:** We will move on to agenda item number 6, approval of Master Lease Agreements, Mr. Wells.

**Clerk:** Thank you Governor. Item 6 is a request from the Department of Administration, Enterprise IT Services Division, to amend a master lease agreement with International Business Machines for mainframe storage equipment, software and services. This amendment would increase the maximum amount by \$165,951 and extend the termination date to November 30, 2021 due to the upgrade of load balancer equipment for the mainframe server. There are representatives available from the Division if there are any questions.

**Governor:** I have no questions. Board Members?

**Secretary of State:** None.

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

**Governor:** If there are no questions, the Chair will accept a motion to approve agenda item number 6.

**Attorney General:** Move to approve.

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

**Secretary of State:** Second.

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

## **7. Request for Approval to Pay a Stale Claim From the Stale Claims Account**

(For possible action)

### **A. Department of Transportation**

The Department requests approval to pay \$52,373.90 from the Highway Fund, Stale Claims Account, for a 2017 Safe Routes to School Program reimbursement from Carson City Health and Human Services.

### **B. Department of Education – Other State Education Programs**

Pursuant to NRS 353.097, subsection 4, the Department requests approval to pay \$98,876.60 from the Stale Claims Account for the Turnaround Schools grant program to Clark County School District.

**Governor:** We will move on to agenda item number 7, Requests for Approval to Pay a Stale Claim from the Stale Claims Account. Mr. Wells.

**Clerk:** Thank you Governor. Item 7 includes two requests to pay late invoices pursuant to NRS 353.097.

The first request is from the Department of Transportation to pay the Carson City Health and Human Services Department \$52,373.90 for the Safe Routes to Schools Program for the period of October 1, 2016 through April 30, 2017. This invoice was received by the Department after the cutoff for processing transactions for fiscal year 2017. Funds in this program did not balance forward and the Department did revert sufficient funds to cover the cost of this claim. This claim will be paid from the Highway Fund State Claims Account.

The second request is from the Department of Education to pay \$98,876.60 to the Clark County School District for the Turnaround Schools Grant Program. The invoice was received by the Department after the cutoff for processing fiscal year 2017 transactions. Funds in this program did not balance forward. The Department did revert sufficient funds to cover the costs of this claim. The claim will be paid from the State Claims Account.

There are representatives from the Department are available to answer any questions the Board Members may have specifically.

**Governor:** Thank you Mr. Wells. I have no questions. Board Members, any questions on agenda item 7?

**Attorney General:** Move to approve.

**Governor:** The Attorney General has moved to approve agenda item number 7. Secretary of State, is there a second?

**Secretary of State:** Yes, Governor, I will second that.

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

## **8. Request for Approval to Change Agency's Travel Policy**

(For possible action)

### **Department of Public Safety – Parole Board – Travel Policy**

In accordance with SAM 0204, the Division requests approval to revise the agency's travel policy to allow for an exemption from the standard 50 miles of the assigned duty station for per diem, lodging and other travel expenses when the State of Nevada is hosting the Association of Paroling Authorities International training conference.

**Governor:** We will move on to agenda item number 8. Request for Approval to Change Agency's Travel Policy. Mr. Wells.

**Clerk:** Thank you Governor. Pursuant to State Administrative Manual Section 204, employees are eligible for per diem, lodging and/or vehicle rental reimbursements only if they are 50 miles or more from their official work station, unless the Board of Examiners has approved a policy for a given Department that permits travel reimbursements within 50 miles of those assigned duty stations.

The Parole Board is seeking an exception to the 50-mile rule in circumstances where the Board is providing staff to support a conference being hosted in the State for the Association of Paroling Authorities International. These host staff are expected to provide onsite conference support including set-up, registration and conference logistics in the hours before and after the scheduled activities.

Representatives from the Parole Board are available to answer any questions Board Members may have on this item.

**Governor:** I have no questions. I think it is perfectly appropriate given the amount of time the employees that are associated with that conference are going to be putting in. It is just unreasonable for them to have to go back and forth, probably leave at 4:00 or 5:00 in the morning and then be there late at night and have to go back and forth. I have no issues with this request. Board Members, any questions?

**Attorney General:** Move to approve.

**Governor:** The Attorney General has moved to approve the agency travel policy for the Parole Board, in agenda item number 8. Is there a second?

**Secretary of State:** I second Governor.

**Governor:** Seconded by the Secretary of State. Any questions? I hear and see none. That motion passes 3-0. Thank you.

## 9. Request for Recommendation of Approval to the Interim Finance Committee for a Grant Amount from the Disaster Relief Account

(For possible action)

### Douglas County - \$231,663.79

Pursuant to NRS 353.2755, The Division of Emergency Management and the Department of Taxation recommend approval of grant funds in the amount of \$231,663.79 from the Disaster Relief Account to reimburse Douglas County for costs associated with flash flood events that occurred in July 2015.

**Governor:** We will move to agenda item number 9, Request for Recommendation of Approval to the IFC Committee for a grant amount from the Disaster Relief Account from Douglas County. Mr. Wells.

**Clerk:** Thank you Governor. We do not see these very often. We have seen several of the Notices of Intent to Apply. This item is a request for recommendation of approval to the Interim Finance Committee for a grant from the Disaster Relief Account.

Pursuant to NRS 353.2755, local governments can request a grant or loan through the Division of Emergency Management from the Disaster Relief Account if, because of the Disaster, the local government is unable to pay the expenses from its available funds. Applicants have to submit their intent to apply not later than 60 days after the governing body of the local government determines that the event constitutes a disaster. And then, within 18 months of that determination, unless the Administrator of the Division of Emergency Management grants an exception, the local government has to submit the final request to the Division of Emergency Management and the Department of Taxation, including whether the request is for a loan or a grant, and the final amount of the request. The Division of Emergency Management and the Department of Taxation are required to review the requests and submit reports to the Board of Examiners who then will make a recommendation to the Interim Finance Committee on the proposed amount and the determination of whether a grant or loan should be provided to the local government.

This request from Douglas County relates to expenses that were incurred during a flash flood event in July 2015, for a grant from the Disaster Relief Account. There were two extensions granted by the Chief of the Division of Emergency Management. And Douglas County did submit their application inside the amended due date. They showed documentation that labor, equipment and supply costs incurred in the amount of \$463,327.58.

Pursuant to NRS 353.2745, the County is eligible for a grant of not more than 50% of the expenses that are incurred for the repair and replacement of roads and facilities damaged by the disaster. Therefore, the County may request not more than \$231,663.79 from the Disaster Relief Account. The Division of Emergency Management provided a letter determining that the event constituted a local disaster and the Department of Taxation has provided a letter documenting the financial condition of the County and the impact of these costs on its ability to provide services to its citizens.



Pursuant NRS 353.2755(6), the Board of Examiners shall consider the request and the reports from the Division of Emergency Management and the Department of Taxation, and may require additional information it deems necessary to make a recommendation and then pursuant to NRS 353.2755(7).

After considering the information provided, the action for the Board this morning is to make a recommendation to the Interim Finance Committee on whether or not a grant or a loan to Douglas County is appropriate. If it is deemed appropriate by the Board, the amount of the grant or loan and any loan repayment terms and conditions; and, if it is not deemed appropriate, the reason that the Board determined it was not appropriate to provide a grant or loan to Douglas County.

There should be representatives available to review the claim and processes and answer any questions Board Members may have.

**Governor:** Thank you Mr. Wells. I saw you getting up Chief Cage and I did not have a question but I just want to clarify the distinction between a grant and a loan. This is a grant. That is how I would like to approve it. So, if you would just make a short record, Chief Cage.

**Chief Cage:** Morning Governor, Members of the Board. Caleb Cage, Chief of the Division of Emergency Management, for the record. Yes, Governor, this is a request for a grant and not a loan.

**Governor:** I think the people in Douglas County probably skipped a heartbeat there. I wanted to make sure that is clear for the record. I want to thank the Department of Emergency Management. I want to compliment Douglas County. This is how the process should work. Obviously, these are funds that are well spent. This is from 2015, but as the process goes through, I think this is probably gone as fast as it possibly could, Director Cage?

**Chief Cage:** Yes, Governor, Members of the Board. Caleb Cage for the record. This event happened my first week on the job. So, it was a good welcome to the world of Emergency Management. Douglas County did a wonderful job in responding. My fiscal staff has been engaged, Justin Luna who is here has been engaged with Vicki Moore who is here from Douglas County and other members throughout that time.

As you can see, you know, the State, I think rightfully and justifiably requests a lot of information and validation of these requests. And so it takes some time to do that. Our philosophy when it comes to extensions at the Division level is, we are going to work with whatever community is making a request in order to get them what they need in order to recover. When they have a request, as long as it is reasonable and justifiable, we will extend it, which is the two extensions.

**Governor:** Thank you Chief Cage. Any other questions or comments from Board Members?

**Attorney General:** Governor, I have a question.

**Governor:** Yes. Attorney General.

**Attorney General:** Mr. Cage, I just want to confirm in your opinion, this is a proper request and proper use of this kind of disaster relief money.

**Chief Cage:** Thank you General Laxalt. Caleb Cage for the record, to the Members of the Board. I certainly think it is a proper use of the Disaster Relief Account. I think it hits all of the requirements. There was an emergency in the area that caused what we call a Category A and B damages, as well as Categories C through G which is FEMA's delineation of all of these things. We work with communities, just as we are working with Las Vegas right now; we work with communities around the State, City, County, and Tribal Partners to ensure that they are able to recover no matter how long after. So, we will continue to work with Douglas County on this and the 11 or 12 disasters that have happened throughout the State since. So, yes.

**Attorney General:** Thank you.

**Governor:** Thank you Chief Cage. If there are no further questions, the Chair will accept a motion to approve the request of Douglas County in the sum of \$231,663.79 from the Disaster Relief Account as presented in agenda item number 9.

**Attorney General:** Move to approve.

**Governor:** Secretary of State has moved for approval.

**Attorney General:** Second.

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

**10. [Approval of Proposed Leases](#) (For possible action)**

**Governor:** We will move to agenda item number 10, Approval of Proposed Leases. Mr. Wells.

**Clerk:** Thank you Governor. There are 3 leases in agenda item 10 for approval by the Board this morning. No additional information was requested by any of the Members.

**Governor:** Thank you Mr. Wells. I have no questions. Board Members, any questions? Is there a motion?

**Attorney General:** Move to approve.

**Governor:** The Attorney General has moved for approval of the proposed leases presented in agenda item number 10. The Secretary of State has seconded the motion.

**Governor:** Are there any questions or discussion on the motion? I hear and see none. That motion passes 3-0.

## **11. Approval of Proposed Contracts (For possible action)**

**Governor:** We will move to agenda item number 11, Approval of Proposed Contracts. Mr. Wells.

**Clerk:** Thank you Governor. There are 50 contracts in agenda item 11 for approval by the Board this morning. Contract #47 has been withdrawn for additional discussions with the Agency. Contract #48 normally would have been signed by the Clerk but it is being brought to the Board for approval, due to the length of the retroactive term.

The Members have requested additional information on the following:

Contract #7 between the Department of Administration, State Public Works Division and Hershenow & Klippenstein Architects, Inc.

Contracts #9 between the Public Works Division and Penta Building Group, LLC.

Contract #13 between the Public Works and Hershenow & Klippenstein Architects, Inc.

Contract #38 between the Department of Health and Human Services, Division of Welfare and Supportive Services and Deloitte Consulting, LLP.

Contract #39 between the Department of Health and Human Services, Division of Child and Family Services and CaseLoadPro.

**Governor:** All right. Are there any other contracts that Board Members wanted held? Let us move to Contract #7. This is between Hershenow & Klippenstein Architects, with regard to the construction of the Engineering Building at UNR. Do we have anyone present for #7?

**Robbie Oxoby:** Good morning Mr. Governor. My name is Robbie Oxoby, I am an Architect with State Public Works. I am here to answer any questions you have regarding the Engineering Building contract with Hershenow & Klippenstein Architects.

**Governor:** I am the one who asked to have this held. I think this is an exciting issue in terms of beginning the planning and construction of the new engineering building at UNR. I suppose my only question is, are we on schedule? Construction costs are not getting any cheaper, so are we moving with all due haste with regard to the construction of this building?

**Robbie Oxoby:** We are on schedule. The intent is to actually complete the project about two months earlier than originally anticipated knowing that escalation was a major issue in terms of construction costs throughout northern Nevada and across the entire State. So, we are on schedule.

**Governor:** What is the anticipated groundbreaking day? Do you have any idea?

**Robbie Oxoby:** Ground break will be in June 2018 and we are anticipating construction to be completed and move in by the university in May of 2020.

**Governor:** Okay. Any other questions from Board Members? That is great, thank you.

**Robbie Oxoby:** Okay, thank you very much.

**Governor:** We will move to Contract #9. Is there anyone here from Department of Corrections? I am the one who asked to have this held as well. This is the point that the process which to start rehabilitating southern Desert and that wing so we can get that rehabilitated so we do not have to send prisoners out of state. I just wanted to get something on the record with regard to how we are proceeding on that. I can do that privately.

Then, we will move on to Contract #13, is Eric here or somebody here associated with the Nine Mile Ranch? Nobody? Well. I asked for this one to be held because this is associated with the new State Park. The East Walker State Park. As I said, I was hoping to get an update on where we are on that. This in particular, if my recollection serves me right, the building that is going to be rehabilitated is where Mark Twain stayed and took care of the territorial Governor's brother. It is a very important historical site that is going to be preserved for the ages and will be a major part of the visitor experience at the new State Park.

All right, let us move on to Contract #38, DHHS and Deloitte. Mr. Fisher, good morning.

**Steve Fisher:** Good morning Governor, Members of the Board. For the record, my name is Steve Fisher. I serve as the Administrator for the Division of Welfare and Supportive Services and I have with me this morning, Naomi Lewis. She serves as the Deputy Administrator for the Division.

What you have before you today is an amendment to an existing contract in the amount of \$10,000,195 and that is to finish the last phase of the Affordable Care Act Project for the Division. Perhaps I should probably share a little background on the project and maybe that will answer any questions you might have.

Going back to 2012-2013, that was the first phase of the project and that was really rolling out all of the changes for the Affordable Care Act on the Medicaid side. So, we had to make modifications and changes to our automated systems and so we built a thing called the Eligibility Engine and then we also had to technically connect to the Silver State Health Insurance Exchange. That was Phase 1 of this contract.

Moving on to Phase 2, unfortunately we had some bumps in the roads with the Silver State Health Insurance Exchange and that first open enrollment period. There was a decision made to disconnect from the State-based Marketplace and connect to the Federal Exchange. The Division had to technically go through and make those technological changes to connect to the Federal Exchange and that is where we are today, connected to the Federal Exchange. Then Phase 3, we took advantage of the Eligibility Engine that was built for Medicaid Rules and we took our Supplemental Nutrition Assistance Program (SNAP) and our Temporary Assistance for Needy Families (TANF) Rules and we put those into the Eligibility Engine. So, that is Phase 3 of this project.

Looking at all three of those phases, those were really focused on making sure we met the federal requirements for the Affordable Care Act. We were focused on that. We were focused on providing our staff with the technology tools they needed to determine eligibility as quickly as possible for our clients. It worked.

If we look back at 2014, on average, it was taking about approximately 52 days to make an eligibility decision on a Medicaid case. Today it is eight days on average. The majority of our Medicaid cases are determined same day. That is a testament to our staff, also a testament to the technology that we put in place.

This phase really focuses on our client and our forward facing or outward facing Access Nevada Application and modernizing that. It will actually revolutionize how our clients interact with us from a technology perspective. I can kind of compare it to the banking industry. I cannot remember the last time I have gone into my bank physically. That is because they revolutionized their systems and so I can interact through technology and I do not have to go into a bank anymore. Same with DMV, I only go to DMV if I have to but they revolutionized their forward-facing application and so I am able to do my work online. I do not have to go into a DMV.

This is what we will accomplish here for our clients. It will modernize our applications. They will be able to access it through any device. They will be able to self-service themselves. Today we sent out hundreds of thousands of notices through the mail to our clients. They will be able go in electronically and see those notices. We will not have to mail them anymore. We will be able to take advantage of texting. We will be able to notify them of upcoming appointments. There are all sorts of great things we are going to be able to do with this next phase of the project.

Lastly, Centers for Medicaid and Medicare (CMS) approved the project - 90% federal funding. And, the Legislature approved the project through the Legislative Process. We are here today asking for approval of this phase of the project. With that, I open it up for any questions you might have.

**Governor:** Thank you Mr. Fisher, very comprehensive. I think it is a real exciting opportunity. So, how long do you think it will take to implement this?

**Steve Fisher:** This is a one-year project. It will be implemented — I am trying to remember the time frame, but the 90/10 funding for this particular project will end December 31<sup>st</sup> of next year. So, this project will be implemented by then.

**Governor:** And then the federal share; is there any possibility that it could be put at risk with regard to some of the Legislation that was proposed or may be proposed in Washington?

**Steve Fisher:** To answer your question, no. This has already been approved. We asked that question and they have assured us that no, the funding is not in jeopardy, at this point in time.

**Governor:** Great, thank you. Madam Secretary, question.

**Secretary of State:** Thank you. In this next year, if they have different requests or requirements through your technology, are you going to be able to make any changes that might need to be made if they enhance anything or look in a different direction?

**Steve Fisher:** To answer your question, yes we do within any IT project that we do within the Division; we do have a percentage of dollars built into the project for things like changes. If a change were to come down the pike and we had to make some modifications or changes to the system, we could utilize those change dollars to do so.

**Secretary of State:** Great. Thank you so much for responding to that. Thank you, Governor.

**Governor:** Any other questions from Board Members on this agenda item? Mr. Fisher, how long have we been working with Deloitte?

**Steve Fisher:** It's going back to 2012, Governor.

**Governor:** But they essentially took on the responsibilities that Xerox was doing, correct?

**Steve Fisher:** Yes, sir, that is correct.

**Governor:** Where I was going is, I want to compliment Deloitte because I think you lived through the Xerox problem as much as anybody. It is really nice to have an entity that is responsive and able to take on probably one of the most complicated technical challenges that the State has had with regard to this and then in fact, taking us to the next level in terms of interactivity with technology. So, I really want to thank you all who have been associated with this process and really made it a positive experience for those who participate in it.

**Steve Fisher:** Thank you, Governor.

**Governor:** Thank you. We will move to Contract #39 which is DHHS, Juvenile Justice Services and CaseLoadPro. Ms. Wooldridge, good morning.

**Kelly Wooldridge:** Good morning Governor and the Board. For the record, I am Kelly Wooldridge, I serve as the Administrator for the Division of Child and Family Services. With me at the table, I have Jason Benshoof who is our IT Manager that will be my phone-a-friend for technical questions on this.

Thank you for the opportunity to talk about this exciting project and what I would like to do is just give you a little bit of history before I launch into what this contract is for. This contract is a result of Assembly Bill 472, which is our Juvenile Justice Reform Act. This contract is for data collection and case management system for Juvenile Justice Services throughout the State including State Agencies and County Agencies.

In 2016, Nevada was the only State chosen by the Department of Justice for a Technical Assistance Grant to reform juvenile justice. What this meant was that the Council for State Governors came in and provided us technical assistance to do a deep dive analysis of all of our juvenile justice data and with recommendations on what we needed to do to change juvenile justice in Nevada. That resulted in AB 472.

One of the most startling statistics that we were given from this technical assistance was that in 2015, Nevada spent almost \$95 million on juvenile justice services but we had minimal data to show us any positive outcomes or that we were changing lives for kids. What this contract will do is provide us the opportunity to follow a youth completely through the juvenile justice services, whether they are at the County level, in the County Camps or at the State level in our state institutions. It will not only allow us but also allow the courts that are involved to follow the youth throughout their rehabilitation.

What we have done is that we received permission for a sole solicitation for this. The reason that we chose CaseLoadPro was that it has been successful in 26 other states. It had already been purchased and is either live or close to going live in Clark County, Douglas County, Carson City, Humboldt and Lyon County.

This contract is actually the first of many times that you will probably see me here in implementing AB 472 and I am happy to answer any questions.

**Governor:** Thank you Ms. Wooldridge and you are very thorough. AB 472 was one of my five priority bills. We had our first meeting of the Juvenile Justice Oversight Commission that was a product of that bill last week. There is a lot to do but as you say, it is going to change lives and we are going to be able to identify what the best practices are so that we can make sure that the young men and young women are getting the services they need and deserve and have those better outcomes.

As I had said at that meeting, we can change their lives now. We really have an opportunity to make that change so that they can have more positive outcomes. I personally want to thank you for your hard work on this project. I am really excited about it

going forward and this is the core of it. This is a very important step in terms of making sure that we step forward on the right foot.

**Kelly Wooldridge:** Thank you Governor.

**Governor:** So, I actually thought of one more question, Ms. Wooldridge. When do we expect that this project will be up and running?

**Kelly Wooldridge:** Kelly Wooldridge, for the record. Within the next year. We have been told by CaseLoadPro that it will take about six months for data conversion because we have data that is currently in our Unity System and then after that, we will go live. So, really within six months, we will be live and using the system.

**Governor:** That is exciting. Thank you very much. All right, Board Members, any other questions with regard to agenda item number 11?

**Attorney General:** Move to approve.

**Attorney General:** Move to approve agenda item number 11 with removing Contract #47.

**Governor:** Thank you. Is there a second?

**Secretary of State:** I second, Governor.

**Governor:** Secretary of State has seconded the motion. Are there any questions or discussion on the motion? I hear and see none. That motion passes 3-0.

## **12. [Approval of Proposed Master Service Agreements](#) (For possible action)**

**Governor:** We will move on to agenda item 12, Approval of Proposed Master Service Agreements, Mr. Wells.

**Clerk:** Thank you Governor. There are 5 master service agreements in agenda item 12 for approval by the Board this morning. No additional information has been requested on any of these items by the Members.

**Governor:** I have no questions. The Secretary has a disclosure she would like to make.

**Secretary of State:** Yes, thank you Governor. I have a disclosure on agenda number 12, contract number 3, and I do believe the independence of judgment of a reasonable person in my situation would be materially affected by my relationship with Opportunity Village. Based on the nature of my relationship with Opportunity Village, I am not going to recuse from voting on Contract #3 of the agenda item 12. I now ask the Deputy Attorney General if that disclosure is satisfactory under NRS Chapter 281(a).



**Caroline Bateman:** Good morning Madam Secretary. Caroline Bateman for the record. Just to clarify, did you state that your independence of judgment or that of a reasonable person in your situation would not be impacted by your relationship with Opportunity Village?

**Secretary of State:** Thank you for catching that because I was asking myself if I remembered to say, I do not believe the independence of judgment of a reasonable person in my situation would be materially affected, so I want to clarify and thank you for catching that. Thank you Governor.

**Caroline Bateman:** And, Madam Secretary asked to form that disclosure as appropriate.

**Governor:** Thank you Madam Secretary. You said the magic words so you can now participate. If we have no questions on agenda item number 12, the Chair will accept a motion for approval.

**Attorney General:** Move to approve.

**Governor:** Attorney General has moved to approve the Master Service Agreements presented in agenda item number 12. Is there a second?

**Secretary of State:** I second.

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

### **13. Approval of Proposed Work Plans**

**Governor:** We will move on to agenda item 13, Approval of Proposed Work Plans. Mr. Wells.

**Clerk:** Thank you Governor. Item 13 represents a new category for approval by the Board of Examiners. These items are the work orders off of the \$0 Master Service Agreements that have been previously approved by the Board. There are two work orders under those previously approved Master Service Agreements in agenda item 13 for approval by the Board this morning. No additional information has been requested by any of the Members.

**Governor:** Thank you Mr. Wells. I have no questions. Board Members, any questions? The Chair will accept a motion for approval.

**Attorney General:** Move to approve.

**Governor:** The Attorney General has moved to approve the proposed work plans presented in agenda item number 13. The Secretary of State has seconded the motion. Any questions or discussion? I hear and see none. That motion passes 3-0.

#### **14. Information Item – Clerk of the Board Contracts**

Pursuant to NRS 333.700, the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$49,999). Attached is a list of all applicable approvals for contracts and amendments approved from September 19, 2017 through October 22, 2017.

**Governor:** Next item, 14, Information Item. Clerk of the Board contracts, Mr. Wells.

**Clerk:** Thank you Governor. There were 72 contracts under the \$50,000 threshold that were approved by the Clerk between September 19, 2017 and October 22, 2017. This item is informational only, and no additional information was requested by any of the Members.

**Governor:** Thank you Mr. Wells, Board Members, any questions on agenda item 14?

#### **15. Information Item - Department Reports**

##### **Department of Motor Vehicles - Complete Streets Program**

Pursuant to NRS 482.480, subsection 11, the Department of Motor Vehicles reports on voluntary contributions collected for the Complete Streets Program. This report covers the time period of July 1, 2017 through September 30, 2017.

**Governor:** We will move to agenda item 15, Information Item from the Department of Motor Vehicles.

**Clerk:** Thank you Governor, agenda item 15 includes an informational report from the Department of Motor Vehicles on the voluntary contributions collected by County pursuant to NRS 482.480, the Complete Streets Program, for the period from July 1, 2017 to September 30, 2017. It also includes the uses of the Complete Streets funds by the four recipient counties. And, one note, as the recipient county reports have become a little bit stale, we are going to move those to an annual basis. Most of the counties are allocating projects and then just reporting on the progress of the projects. We will just move that to an annual report.

**Governor:** Thank you Mr. Wells. Any questions on agenda item 15? There are none.

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

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

**Attorney General:** No one down here Governor.

**Governor:** Thank you. There is no public comment from Las Vegas.

**17. Adjournment** (For possible action)

**Governor:** We will move to agenda item 17, is there a motion to adjourn?

**Governor:** The Secretary of State has moved to adjourn.

**Attorney General:** Second.

**Governor:** Seconded by the Attorney General. That motion passes 3-0, this meeting is adjourned. Thank you ladies and gentlemen.



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

209 E. Musser Street, Suite 200 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | www.budget.nv.gov | Fax: (775) 687-0260

Date: November 9, 2017  
To: James R. Wells, Clerk of the Board  
Governor's Finance Office  
From: Curtis Palmer, Executive Branch Budget Officer *CP*  
Governor's Finance Office  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
DIVISION OF FORESTRY**

Agenda Item Write-up:

Pursuant to NRS 353.264, Subsection 2(b)(1), the Division requests an allocation of \$1,950,000 from the Statutory Contingency Account to cover the cost of actual and projected emergency response expenses arising from operations to protect life and property under NRS Chapter 472.

Additional Information:

Record precipitation received during the winter of 2016-2017 caused heavy seasonal flooding and led to a significant increase in the growth of fine flashy fuels. This increase in fire fuel growth contributed to the third most severe fire season on record for the State of Nevada. Expenditures for personnel and fire response operations are projected considerably higher than the current authority. This request will partially cover known actual expenses and projected emergency response for fire, flood and other natural resource emergencies for the State Fiscal Year 2018. Corresponds with work program C41936.

Statutory Authority:

NRS 353.264, Subsection 2(b)(1)

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

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



STATE OF NEVADA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
**NEVADA DIVISION OF FORESTRY**  
2478 Fairview Drive  
Carson City, Nevada 89701  
Phone (775) 684-2500 Fax (775) 684-2570

November 6, 2017

**MEMORANDUM**

To: Jim Wells, Director  
Governor's Finance Office

Through: Curtis Palmer  
Executive Branch Budget Officer

From: Kacey KC, Acting State Forester Firewarden  
Department of Conservation and Natural Resources, Nevada Division of Forestry

Subject: Statutory Contingency Fund Request – Work Program C41936: B/A 4196 for  
\$1,950,000

The Nevada Division of Forestry (NDF) is requesting an allocation from the Statutory Contingency Fund to cover actual and projected emergency response expenses within the NDF Forest Fire Suppression account (B/A 4196). The NDF is requesting \$1,950,000 to cover incurred expenses as well as a portion of projected emergency response costs through the remainder of State Fiscal Year 2018.

The Executive and Legislative branches of government have recognized the unpredictability of costs associated with emergency response activities, including wildland fire, flooding, and other natural resource emergencies. In particular, the record precipitation received during the 2016-2017 winter caused heavy seasonal flooding and led to significantly increased growth of fine-flash fuels. These fuels were a primary contributor to an unusually active 2017 fire season, which currently ranks as the third most severe fire season on record in Nevada.

To date in 2017, there have been 753 fires across Nevada, with the total area burned exceeding 1.2 million acres. Of these 753 fires, 152 originated on land within the Division's responsibility – which is almost 2 times the 5-Year average. Of the 1.2 million acres burned, 331,392 were NDF's responsibility, which is over 13 times the 5 year average. Wildland fire costs and acreages currently are exceeding averages nationwide. The increase comes from increased fuel loads and a longer fire season. In the past, fire seasons averaged 5 months but are now averaging 7 to 9 months nationwide. The cost of fighting wildland fires is initially borne by the jurisdictional agency at the

November 6, 2017

Page 2 of 2

point of origin. That agency then seeks reimbursement through cost share agreements with all other responsible jurisdictional agencies.

The increased fire activity in Nevada this season has resulted in significantly higher than anticipated expenditures for personnel and fire response operations. This request will partially cover known actual expenses and projected emergency response costs for fire, flood, and other natural resource emergencies for State Fiscal Year 2018.

cc: Bradley Crowell, Director, DCNR  
Dave Prather, Deputy Administrator, DCNR, NDF  
Julie Kidd, ASOIII, DCNR, NDF  
Cathy Crockett, Program Analyst, LCB Fiscal Division

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Paul Nicks  
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: November 20, 2017  
To: James R. Wells, Clerk of the Board  
Governor's Finance Office  
From: Heather Field, 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 AGRICULTURE**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the department requests authority to contract with a former employee, Melanie Whitney, to provide technical assistance and training on federal grants managed by the department.

Additional Information:

Melanie Whitney retired from the department on September 22, 2017. Her knowledge and skills are necessary to continue the success of the federally funded Food and Nutrition Programs. It is anticipated she will work 10 to 20 hours per week beginning December 2017 through March 2, 2017, then intermittent through June 30, 2018. The estimated cost for temporary employment is projected to be \$7,900 and will be funded with Food and Nutrition federal grants.

Statutory Authority:

NRS 333.705

REVIEWED:                     

ACTION ITEM:

BRIAN SANDOVAL  
Governor

STATE OF NEVADA

JAMES R. BARBEE  
Director



Las Vegas Office:  
2300 St. Louis Ave.  
Las Vegas NV 89104-4314  
(702) 668-4590  
Fax (702) 668-4567

Elko Office:  
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>

November 2, 2017

TO: James Wells, Director  
Budget Division

FROM: James R. Barbee, Director

A handwritten signature in black ink, appearing to read "JRB", is placed over the name "James R. Barbee" in the "FROM" field.

SUBJECT: Request to Contract for Services with a Former State Employee

Pursuant to NRS 333.705, subsection 2, the Department of Agriculture requests authority to contract with Melanie Whitney, a recently retired employee, through Manpower. Mrs. Whitney will provide technical assistance and training on federal grants managed by the Department to ensure continued success of the Food and Nutrition federally funded programs supporting Nevada citizens. It is anticipated that she will work ten to twenty hours per week beginning mid-December through March 2, 2017 and then on a limited intermittent basis (8 hours per month) from March 5, 2017 to June 30, 2017.

Please find attached the "Authorization to Contract with a Former Employee" form. The estimated cost of the contract (\$7,900) will be covered by available budgeted funding in BA 1362, BA 2691 and BA 4554 based on time spent on various grants and other fiscal projects.

If you have questions regarding this request, please contact Debra Crowley, Fiscal Administrator, at (775) 353-3602.

Thank you



## Authorization to Contract with a Former Employee

<b>Former Employee Name:</b>	<b>Melanie Whitney</b>
<b>Former Employee ID number:</b>	<b>19904</b>
<b>Former Job Title:</b>	<b>Management Analyst 3</b>
<b>Former Employing Agency:</b>	<b>Department of Agriculture, Food &amp; Nutrition Division</b>
<b>Former Class and Grade:</b>	<b>Grade 37</b>
<b>Employment Dates:</b>	<b>On Contract – December 13, 2017 through June 30, 2018.</b>
<b>Contracting Agency:</b>	<b>Manpower</b>

<p>Please check which of the following applies:</p> <ul style="list-style-type: none"> <li>✓ Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.</li> <li>▫ 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.</li> </ul>	
<p>a. Summarize scope of contract work.</p>	<p>Contract is with Manpower for temporary employment of a prior employee, Melanie Whitney. Work required includes training staff on history of grants, federal reporting, federal draws, federal systems for reporting and draws, overview of each of the grants (23 total) and appropriate use of funds/categories for each, and file/data locations. Additional projects include the annual indirect cost report/request, historical summaries of awards including use of funding and balances, and assistance with the annual audit and federal close out reports.</p>
<p>b. Document former job description.</p>	<p>Management Analyst 3 job functions included the following: fiscal management of federal grants, audit support, budget and financial management of assigned budget accounts, petty cash fund management, fiscal analysis, federal grant application systems administrator, and staff supervision.</p>
<p>c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?</p>	<p>Ms. Whitney has specialized knowledge in federal grants management gained over her career with the State of Nevada. At the Department of Agriculture, Ms. Whitney was a key budget/fiscal staff member and has historical experience on all the budgets/programs. She has particular expertise in handling the Food and Nutrition Program budgets which have over 30 funding streams with majority of funding coming from the federal government.</p> <p>The Manpower contract will allow the Department to acquire transfer of specialized knowledge through 1:1 training with Ms. Whitney. Contract term is estimated to be 10 to 20 hours per week from December 13, 2017 through March 2, 2018 and then on-call as needed for a limited time (maximum of 8 hours per month) through June 30, 2018.</p>

d. Explain why existing State employees within your agency cannot perform this function.	Employees have limited grant management experience and have not handled the complex Food and Nutrition budgets.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.	N/A
f. List contractor's hourly rate.	\$31.32/hour (State Grade/Step 37-01 \$25.26 multiplied by the manpower fee of 24%)
g. List the range of comparable State employee rates.	Grade 37-01 \$25.26 per hour to Grade 37-10 \$37.65 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?	
i. Document justification for hiring contractor.	Ms. Whitney has specialized knowledge in federal grants management gained during her career with the State of Nevada. She has particular expertise in handling the Food and Nutrition Program budgets which have over 30 funding streams with majority of funding coming from the federal government. Current staff have limited grant experience.

Comments:



11/6/2017

Contracting Agency Head's Signature and Date

Budget Analyst

Clerk of the Board of Examiners

Brian Sandoval  
Governor

James R. Wells, CPA  
Director

Paul Nicks  
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: November 17, 2017

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

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

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 WELFARE  
AND SUPPORTIVE SERVICES - ADMINISTRATION**

Agenda Item Write-up:

Pursuant to NRS 332.195, the Division requests to utilize a Delaware Department of Health and Social Services, Division of Child Support Services cooperative contract to provide an electronic application to assist in the collections and disbursements of Child Support payments to the custodial parent and to interface with the legacy application for posting these transactions to both the custodial and non-custodial parent totaling \$1,100,000.

Additional Information:

During the 2017 Legislative Session, the proposed decision unit to outsource the Child Support collection and disbursement unit (BA3238 E226) was not approved. The Division was directed to update the current system for collection and disbursement of child support payments which was put on hold pending the outcome of the Legislative Session. Delaware recently completed a



BRIAN SANDOVAL  
Governor




RICHARD WHITLEY, MS  
Director

STEVE H. FISHER  
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF WELFARE AND SUPPORTIVE SERVICES

1470 College Parkway  
Carson City, NV, 89706  
Telephone (775) 684-0500 • Fax (775) 684-0614  
<http://dwss.nv.gov>

November 16, 2017

To: Nikki Hovden, Budget Analyst  
From: Steve H. Fisher, Administrator   
RE: Informatix Contract Joinder with Delaware

For your consideration and approval, The Division of Welfare and Supportive Services (DWSS) has submitted a contract with Informatix, Inc. that will provide electronic application in the collections and disbursements of Child Support payments to the custodial parent.

Pursuant to NAC 333.175, DWSS has chosen a cooperative contracting opportunity through the State of Delaware State Disbursement Unit (SDU). As required by NAC 333.175, we have confirmed the solicitation conducted by Delaware SDU is in line with NRS 333 and the legal requirements of Nevada. Enclosed is the internal checklist supplied, approved and signed by Purchasing that validates the process.

This joinder was the result of trying to outsource our State Collections and Disbursement Unit and that request being denied in legislature. Due to the time constraints of upcoming terminating contracts and an outdated system, we researched and discovered the State of Delaware SDU had recently completed an RFP and procurement for this exact service. This joinder contracting opportunity benefits the State of Nevada by providing us the ability to recoup the time lost during the legislative process as well as administrative cost savings for the procurement.

If you have any questions, please contact Michele Lynn, DWSS Contract Manager, at 775-684-0678.

DWSS  
copy

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: **19387**

Agency Name:	<b>DHHS - WELFARE AND SUPPORTIVE SERVICES</b>	Legal Entity Name:	<b>INFORMATIX INC</b>
Agency Code:	<b>407</b>	Contractor Name:	<b>INFORMATIX INC</b>
Appropriation Unit:	<b>3238-18</b>	Address:	<b>2485 NATOMAS PARK DR STE 430</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>SACRAMENTO, CA 95833-2937</b>
If "No" please explain:	<b>Not Applicable</b>	Contact/Phone:	<b>916/830-1400</b>
		Vendor No.:	<b>T29018702</b>
		NV Business ID:	<b>NV20081431872</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>66.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>34.00 % State Share of Collections</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**  
 Anticipated BOE meeting date **12/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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BUDGET DIVISION

3. Termination Date: **03/31/2020**  
 Contract term: **2 years and 120 days**

4. Type of contract: **Contract**  
 Contract description: **CSEP Disbrsmnt Sys**

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NOV 02 2017  
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BUDGET DIVISION

5. Purpose of contract:

**This is a new contract to provide an electronic application to assist the State Collection and Disbursement Unit (SCaDU) in the collections and disbursements of Child Support payments to the custodial parent and to interface with the legacy Child Support Enforcement Program (CSEP) application for posting of these transactions to both the custodial parent and the non-custodial parent.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,100,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**Per Federal Regulation 45 CFR 302.32, SCaDU must disburse child support collections within two (2) business days of the payment being received, as long as sufficient information identifying the payee is provided. The Personal Responsibility & Work Opportunity Reconciliation Act (PRWORA) mandates the use of a statewide collection and disbursement system for child support enforcement payment processing. Failure to implement and maintain a statewide system will result in financial sanctions imposed by the federal government.**

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 resources 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):

Informatix

b. Solicitation Waiver: **Not Applicable**

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

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

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

10. Does the contract contain any IT components? Yes

**III. OTHER INFORMATION**

11. 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:

Currently under contract with the Division of Welfare & Supportive Services and providing satisfactory services.

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	jhoba2	11/01/2017 10:49:48 AM
Division Approval	bberry	11/02/2017 14:18:04 PM
Department Approval	Pending	
Contract Manager Approval	Pending	
EITS Approval	Pending	
Budget Analyst Approval	Pending	
BOE Agenda Approval	Pending	
BOE Final Approval	Pending	

# Joinder Checklist

1. Obtain written approval from Administrator of State Purchasing (see below) Yes \_\_\_ No \_\_\_

2. State that released RFP (verify it was procured the same as Nevada laws require)
- a. Do they have joinder language in RFP? Yes  No \_\_\_
  - b. Did the State advertise in the newspaper? *(once)* Yes  No \_\_\_
  - c. Does the scope of work fit your needs? Yes  No \_\_\_
  - d. Was it competitively bid? Yes  No \_\_\_
  - e. Are there any Federal requirements that need to be in RFP? Yes \_\_\_ No

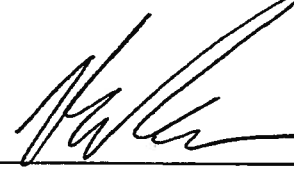
3. Get copy of
- a. Vendor's submitted proposal Yes  No \_\_\_
  - b. Vendor's submitted cost Yes  No \_\_\_
  - c. State executed contract with vendor and any negotiated items Yes  No \_\_\_
    - i. Any amendments to contract
  - d. Awarded vendors permission to piggy back *"* Yes  No \_\_\_

4. Review
- a. Vendors proposal Yes  No \_\_\_
  - b. Cost Yes  No \_\_\_
  - c. Insurance Yes  No \_\_\_
  - d. Determine if it will fit your agency's needs (cannot change scope) Yes  No \_\_\_
  - e. Evaluation documents Yes  No \_\_\_
  - f. Was an independent cost analysis done (evaluation) Yes \_\_\_ No
  - g. Are there federal requirements? Yes \_\_\_ No

5. Verify
- a. Contract start/end date Yes  No \_\_\_
  - b. Vendor is not on debar list <https://www.sam.gov/> Yes  No \_\_\_
  - c. Registered with Nevada Secretary of State's office Yes  No \_\_\_
  - d. Insurance requirements meet Nevada's schedule from Risk Yes  No \_\_\_
  - e. Does Nevada need a deliverable schedule (attach to contract) *added* Yes  No \_\_\_

6. Additional Forms Nevada Specific
- a. Business Associate Addendum? *not needed* Yes \_\_\_ No
  - b. Other forms N/A Yes \_\_\_ No \_\_\_

\*\*\*Prior to obtaining Purchasing's approval, please make sure you have all back up documentation needed.

Purchasing Administrators approval *for*  \_\_\_\_\_



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
A Contract Between the State of Nevada  
Acting by and Through its

Agency Name:	Department of Health and Human Services Division of Welfare and Supportive Services
Address:	1470 College Parkway
City, State, Zip Code:	Carson City, NV 89706
Contact:	Michele Lynn
Phone:	(775) 684-0678
Fax:	(775) 684-0681
Email:	mklynn@dwss.nv.gov

Contractor Name:	Informatix, Inc.
Address:	2485 Natomas Park Drive, Suite 430
City, State, Zip Code:	Sacramento, CA 95833
Contact:	Michele Blanc
Phone:	(916) 830-1400
Fax:	(916) 830-1403
Email:	procurement@informatixinc.com

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

WHEREAS, NRS 332.195 authorizes the State of Nevada to join or use a contract that has been competitively bid by another governing body outside of the State; and Informatix, Inc. authorizes the State of Nevada to join on to the cooperative contract available through the State of Delaware Department of Health and Social Services, Division of Child Support Services; and

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

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

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

F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

- 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 December 12, 2017).

Table with 2 columns: Effective from: Upon Approval; To: March 31, 2020 with one option to extend for two (2) additional years

- 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:

Table with 2 columns: ATTACHMENT A: SCOPE OF WORK; ATTACHMENT B: INSURANCE SCHEDULE; ATTACHMENT C: PROFESSIONAL SERVICES AGREEMENT DELAWARE STATE DISBURMENT UNIT CONTRACT

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 noted below:

Table with 2 columns: Total Contract Not to Exceed: \$1,100,000.00

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

- 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 third Friday in July of the same calendar year. A billing submitted after the third Friday in July, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to 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

Handwritten initials 'RJG'

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, 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 AND DEFENSE.** 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. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
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 B*, 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 B*, 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:
- 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
  - 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 shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
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 nor 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, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
  - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
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. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
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.

[Signature] 11-2-2017 Senior Vice President of Finance + Administration  
Independent Contractor's Signature Date Independent Contractor's Title

[Signature] 11/2/17 Administrator, Division of Welfare  
Steve H. Fisher Date and Supportive Services  
Title

[Signature] 11/6/17 Director, Department of Health  
Richard Whitley Date and Human Services  
Title

APPROVED BY BOARD OF EXAMINERS

\_\_\_\_\_  
Signature – Board of Examiners

On: \_\_\_\_\_  
Date

Approved as to form by:  
[Signature]  
Deputy Attorney General for Attorney General

On: 11/2/17  
Date

# Attachment A

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF WELFARE AND SUPPORTIVE SERVICES  
1470 College Parkway  
Carson City, NV, 89706

## SCOPE OF WORK AND TECHNICAL REQUIREMENTS

### I. Vendor Requirements and Responsibilities

The following are contractor responsibilities and project requirements under this Scope of Work (SOW). Given the limitations of assigning State staff to this project, the contractor is expected to provide most of the expertise and provide for the full range of services during the project. Vendor must discuss each of these subsection requirements in detail in their proposals to acknowledge their responsibilities under this SOW.

#### A. Experience

Vendor must have demonstrated experience and depth in the following areas:

- Application Development and Implementation including analyzing, planning, designing, developing, script writing and testing, documenting, security, training and implementing the solution
- Child Support Enforcement, especially pertaining to collections and distribution/disbursement
- State Disbursement Unit Automation
- Image-based payment processing
- Document imaging, processing and indexing
- Knowledge transfer to state staff
- Warranty/Warranty Support
- Help desk to provide post implementation support
- Upgrades
- Disaster Planning/Continuation of Operations

This experience is critical in ensuring project success, as well as maintaining an open partnership with project partners.

#### B. Staffing

Contractor will propose and supply resumes for the following key positions including:

- Project director
- Project manager
- Lead Business analyst
- Lead Developer
- Lead Hardware specialist
- Lead Network specialist
- Lead Systems analyst
- Electronic Security specialist
- Trainer

The resumes will be for specific named individuals and will be in the format specified in Appendix D. Other positions may be proposed at the contractor's discretion. One person may be proposed

## Attachment A

to fill more than one role. The contractor project manager will be required to be on site in Carson City, Nevada as mutually agreed upon during implementation. Other key staff like the Business Analyst(s) will be required to be on site in Carson City, Nevada during the appropriate project phases, as mutually agreed upon.

Contractor will propose and supply job descriptions and responsibilities for the following positions including:

- Business analyst
- Senior developer
- Developer
- Technical analyst (i.e. DBA, SE, etc.)
- Documentation specialist
- Imaging specialist
- Network specialist
- Systems specialist
- Hardware specialist

Other positions may be proposed at the contractor's discretion. One person may be proposed to fill more than one role.

### 1. Location

The following key contractor staff is required to be on-site at the Division of Welfare and Supportive Services (DWSS) Administration Office in Carson City, Nevada, or at the SCaDU in Las Vegas, Nevada, as indicated below:

- Contractor Project Director, , as mutually agreed upon
- Contractor Project Manager, , as mutually agreed upon
- Business analysts, , as mutually agreed upon
- Senior developers, , as mutually agreed upon
- Technical analysts (i.e. DBA, SE, etc.), , as mutually agreed upon
- Documentation specialists, , as mutually agreed upon
- Imaging specialists, , as mutually agreed upon

The State and the key contractor staff will work very closely together on this project. This requires an on-site presence. The State will provide office space including phones and network connectivity for all on-site project staff. Contractor will be responsible for all other office necessities including workstation/laptop and required software. The State will provide the on-site project manager with an Outlook email account.

### 2. Offsite Work

The State will permit project work to be done offsite, within the United States. For offsite work, DWSS requires strong management of the resources and assigned tasks; adequate, timely and accurate communications and completion of assigned work by specified deadlines. If the Vendor's organization is proposing offsite project work, the Vendor must specifically address each of the bulleted items below in this section of the proposal. Otherwise, Vendor will respond to this section as follows:

**Note:** For the purposes of this section, the Vendor staff organization includes subsidiary contractors.

- Provide a description of what tasks each job title is responsible for performing.
- Provide a detailed description of work to be completed offsite along with a breakdown of

## Attachment A

the type of work to be provided on-site. Quantify this by estimating for each of the deliverables identified in this Section, the percentage of work to be done offsite.

- Provide an organization chart with job titles of offsite staff and their relationship to the Vendor. Identify if offsite work is to be performed by Vendor staff or sub- contractors.
- For offsite subcontractor or Vendor staff, please include the names and resumes of key staff, highlighting prior participation on similar projects. Also provide named or sample resumes for lower level staff.
- Detailed plan for managing offsite work including communication strategy to accommodate time differences if any. Include contingency plan for completing the work should offsite relationship be terminated.
- Propose a meeting schedule for project status discussions with offsite management staff.
- Identify the offsite single point of contact who will serve as the project manager of offsite resources. Describe how this project manager and the on-site project manager will interact. The State prefers that the offsite project manager be a Vendor employee.
- Provide a contingency plan for substituting on-site staff if offsite relationship becomes problematic as determined by the State.
- Provide a description of prior Vendor organization experience with use of offsite Vendor staff or subcontractors and provide U.S. client references for that work.
- Provide a detailed description of proposed Project Manager's experience in directing offsite staff and/or subcontractors.
- Describe your understanding that the State will only provide management of this project and Vendor resources through the on-site Project Manager. All management/relationships with offsite resources, whether Vendor staff or subcontractors, will be handled by Vendor.
- Remote access to the state's network will be limited.

### 3. Client Executive

The Vendor Client Executive is the individual who has direct authority over the Vendor Project Leadership Team and will be responsible if issues arise that are unresolvable with the Vendor Project Leadership Team. The Client Executive does not need to be on-site except for designated meetings or as requested. It is critical that a named Vendor Client Executive with appropriate experience be proposed.

### 4. Project Manager Requirement

The contractor Project Director or Manager is required to be on-site as needed to manage the implementation project from the contractor perspective and are the chief liaison for the State Project Manager. The client executive has authority to make the day-to-day project decisions from the contractor firm perspective. This contractor Project Leadership is expected to host meetings with DWSS Subject Matter Experts to review DWSS business organization and functions along with the organization, functions and data of information systems relevant to this project. The contractor Project Leadership is expected to host other important meetings and to assign contractor staff to those meetings as appropriate and provide an agenda for each meeting. Bi-weekly status meetings are required, as are monthly milestone meetings. Meeting minutes will be

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recorded by the contractor and distributed within five (5) working days after the meeting. Key decisions along with Closed, Active and Pending issues will be included in this document as well. In their proposals, Vendor must include a confirmation that their project manager will schedule status review meetings as described above. It is critical that a named Vendor Project Manager with prior project management experience be proposed.

In the SOW, Vendor must include a confirmation that their Project Manager will schedule status review meetings held two times per month, and that the vendor will provide written minutes of these meetings to the State Project Manager within five (5) working days after the meeting.

### **C. Post-Implementation Help Desk Expectations**

The Vendor's Help Desk expertise in the post-implementation period is critical to the system's success. DWSS staff at the Help Desk will provide first-level support. This generally includes resolution of issues such as network connectivity, application log in problems, general PC advice and general application advice. DWSS will triage any issues before the contractor is called for second level support. This will be more system- specific and require application expertise.

Staff proposed for this function does not need to be dedicated exclusively to this role. They may serve a primary role in addition to providing Help Desk coverage. Contractor must supply at least a primary and a backup post implementation Help Desk function during State business hours to callers with system issues.

### **D. Project Management**

The Vendor must be the prime contractor to develop all the deliverables required by this SOW. The Contractor must recommend a core team to work with DWSS over the course of the implementation project and must identify other resources needed. A detailed, up-to-date project plan must be created and maintained weekly to accurately reflect project timelines and tasks. This project plan must include each phase of the project, clearly identifying the resources necessary to meet project goals. For each document deliverable, the Vendor will first deliver for State approval a template with an outline and sample contents. The actual deliverable will follow the approved template. It will be the Vendor's responsibility to provide complete and accurate backup documentation as required for all document deliverables.

### **E. Requirement to Comply with HIPAA Regulations and Standards**

The selected Vendor must certify compliance with Health Insurance Portability and Accountability Act (HIPAA) regulations and requirements as described in Department of Health and Human Services, Office of the Secretary, 45 CFR Parts 160, 162 and 164, as well as all HIPAA requirements related to privacy, security, transaction code sets (where applicable) and medical provider enumeration.

The selected Vendor is required to customize and develop the system in accordance with HIPAA requirements, implement the system in accordance with HIPAA requirements and, where the vendor will operate and maintain the system, operate and maintain the system in compliance with HIPAA requirements where applicable.

In the proposal, Contractor will explain their understanding of the HIPAA regulations and their impact on this project especially in the area of security.

### **F. Requirement to Comply with Internal Revenue Service Standards**

Vendor must propose a solution which monitors and controls any confidential Federal Tax Information (FTI) that may interface with the SDU, in order to be fully compliant with IRS Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies. Any

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contractor who is allowed access to FTI must certify that he or she understands the DWSS Security Policy and IRS Safeguards Procedures, and complete an annual IRS Non-Disclosure and Unauthorized Access Training while under contract.

### G. Requirement to Comply with State Policies and Standards

All proposed solutions submitted in response to this SOW must be fully compatible with the Division of Welfare and Supportive Services' technical environment. Vendor solutions that are not fully compatible with State standards may be disallowed. Contractor agrees to identify any modified standards for which Contractor's compliance is not feasible, and to the extent possible, Contractor will propose alternative suggestions for meeting DWSS's requirements. Contractor and DWSS will negotiate in good faith to attempt to resolve any disputes arising from modification of DWSS' standards.

DWSS technical environment and web standards are specified below.

DESCRIPTION	COMPONENTS
Database Managements System	DB2 for ZOS 10.1 UDB 10.5+ for Distributed Environment
Computing Platform	AIX 7.2/Windows 2012/ Z/OS/ESX6, SLES11+
Network	TCP/IP, WAN, Cisco, F5
Storage	600 Terabyte
Source Code Management	Perforce
Application Infrastructure	JAVA 1.8, Spring MVC, J2EE, COBOL, CICS, Enterprise Generation Language (EGL) V8+
Standard Desktop	8 - 16 GB Ram Minimum 100 GB drives - Not accessible by users Windows 10 OS (64 Bit) ZEN for desktops (ZCM) Microsoft Office Pro Internet Explorer/Chrome/Firefox Altiris/SEP
Printers	Canon, HP, IBM, Ricoh
Security	Novell Access Gateway 4.x / E- DIR / IDM, Active Directory
File/Database Access Method	SQL, VSAM
Utilities	Business Objects XIR2 Adobe Forms V5+ WebSphere Application Server on AIX IBM Business Process Manager Server WebSphere Decision Server WebSphere Decision Center WebSphere MQ FileNet P8 Environment Thunderhead (Smart Communications)
Enterprise Servers	2 Pureflex 1 IBM Z-series; 27 Cisco UCS Blade Servers
Reporting	Business Objects/Crystal Reports
Developer Software	Business Process Manager Integration Designer Rational Business Developer Rational Application Developer

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DESCRIPTION	COMPONENTS
	WinSQL Toad WebSphere Decision Server Rule Designer WebSphere Decision Server Event Designer Adobe Output Designer

### 1. MCI Compatibility

MCI, the Master Client Index, is the system that is used for identifying the clients of services provided by DWSS. Each participant is assigned an MCI number that tracks both current services and past services received, and is accessed through a system lookup based upon key demographic information. Payments received and disbursed by DWSS are tracked by MCI number, and need to be taken into consideration in the proposed vendor solution.

### 2. Information Technology Standards

The application will have at least 3 tiers with the tiers configured and secured.

Vendor staff accessing State IT resources must comply with DWSS policies and standards, and will be required to have a background check from the Federal Bureau of Investigation pursuant to NRS 239B.010. All fingerprints must be forwarded to the Central Repository for Nevada Records of Criminal History for submission to the Federal Bureau of Investigation.

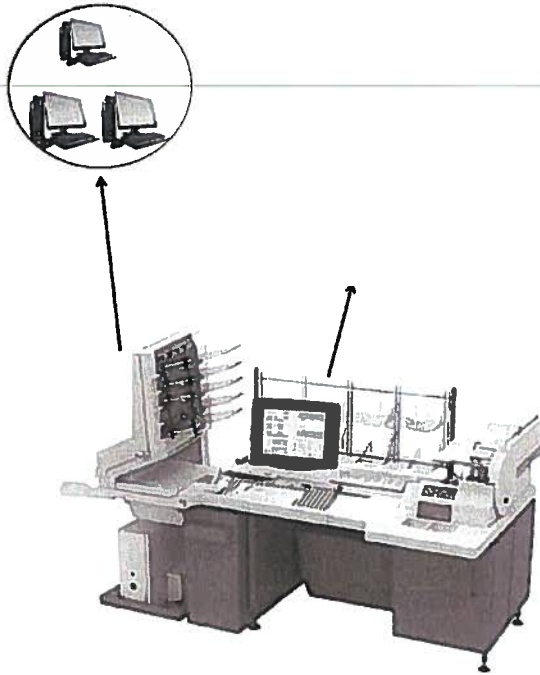
Any employee of the vendor, who will require any type of system access, must have a State Background Check before system access will be granted. The vendor or its employees may be denied access to the premises if they have not been security cleared. All costs associated with the Background Check process will be at the contractor's expense.

All components of the proposed solution, including third party software and hardware, are required to adhere to the DWSS policies and standards. Vendor should recognize that any State Security or IT policy may be modified during the term of the contract resulting from this SOW. Contractor agrees to identify any modified standards for which Contractor's compliance is not feasible, and to the extent possible, Contractor will propose alternative suggestions for meeting DWSS requirements. Contractor and DWSS will negotiate in good faith to attempt to resolve any disputes arising from modification of DWSS' standards.

## II. State Architecture Requirements

The State prefers to go with cloud based solution architecture. The current payment processing environment is a hybrid solution composed of an offsite vendor hosted Internet site for electronic payment transactions integrated with an on- premises system which encompasses the core SDU functions and interfaces. The system needs to integrate with an OPEX AS3690t V2.60.108 image processing system, as illustrated below, or the latest version available. The State will provide the infrastructure resources for the on-premises portion of the SDU solution, based upon the requirements that are provided by the vendor as part of the proposal.

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The vendor solution should be aligned with State and DWSS architecture.

Vendor is expected to take existing DWSS technical environment into consideration for their analysis and recommendations.

In terms of proposal costs, vendor will be expected to develop total project costs that include purchase of any required non-infrastructure related essential hardware and software outside of the State provided system, full year hardware and software licensing, support and maintenance costs along with staffing projection costs.

As part of their technical proposal, vendor will be required to provide a document detailing a full network architecture diagram including communication flows between all on premises and hosted components.

For the hosted portion of the SDU application, the vendor must comply with security controls in IRS publication 1075 and NIST 800-53 rev 4. State of Nevada data residing in hosted environments must be restricted to data centers within the Continental United States (CONUS) only. All State of Nevada data is to be encrypted during storage and remain encrypted during transit.

### **A. Web Facing Application Portal**

The vendor shall provide a public facing web application that communicates with the payment processing system. The offsite hosted payment solution must be able to handle; at a minimum, direct payments from a bank account, credit card payments, and single and recurring payments from the selected source. The vendor will also provide the maintenance and support of the web



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application, including a helpdesk for the State, to triage user issues.

## **B. Interface with TouchPay Payment Systems**

The vendor will allow the use of a secure WEB API that allows for the validation of data without exchanging any data with Third Party payment systems (e.g. TouchPay, PayNearMe and MoneyGram for cash payments) in order to make child support and/or purge payments using third party payment system, e.g., kiosks.

## **C. Database Design**

Vendor will need to take into consideration the ability to interface with existing table structures in NOMADS. Consideration will need to be given to archiving, backups and disaster recovery. As part of their technical proposal, Vendor will be required to provide a data model in Microsoft Visio CA Erwin format and a database dictionary. SDU Database resides on DWSS Shared Database infrastructure. Vendors should not expect to have a dedicated database server for SDU. Vendor will NOT be granted desktop access to database servers. Vendor will need to coordinate with DWSS DBA's for any SQL Server configuration of Server desktop needs.

## **D. Solution Design Requirements**

The following are requirements of the State that need to be taken into consideration in the proposal submitted by the vendor.

### **1. Performance**

Performance of the proposed solution within the DWSS and State technical environment is a critical consideration. The present SCaDU environment in terms of infrastructure, hardware, power, etc. needs to be reviewed. Contractor is expected to review this with DWSS to ensure that it is sufficient for processing images and accessing the application. The current design and capacity of the network especially in terms of connectivity to DWSS business sites must be reviewed along with service upgrade plans.

### **2. Degree of Customization**

In terms of costs, vendor will be expected to account for necessary customization of proposed solution in order to fit DWSS business needs. Regarding terms of customization of COTS software to meet State needs, this must not exceed 15%. The State will waive ownership rights of customization features if they are made part of the standard product, which in fact is the State's preference.

### **3. Backup and Recovery**

DWSS requires that onsite systems data be backed up to appropriate media that can be restored as necessary using the State's backup solution. Contractor will coordinate with state resources to make sure the proper backup strategy is implemented for both onsite and hosted portions of the application.

### **4. Disaster Recovery**

DWSS' current disaster recovery solution is a manual process. The vendor must propose a disaster recovery strategy for their proposed solution.

### **5. Specific Project Tasks**

Contractor will be expected to address the following requirements in their proposal in detail. Emphasis is on the limited availability of State staff for the project and the expectation that the contractor express in detail their understanding of their responsibilities for each of these tasks. Contractor is expected to have primary responsibility for each of these project tasks. State versus contractor responsibilities must be delineated.

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## 6. Data Migration

The contractor will be expected to address the migration of the data in the existing state solution, and present a solution to migrate that data to the new solution. Consideration should be given to both the state hosted solution, and the external hosted payment solution, as well as the image archive. Vendor's solution must be able to accommodate Nevada's volumes.

## E. Mail Extraction & Scanning Equipment Requirements

The vendor shall be responsible for supplying, programming, and implementing Mail Extraction Equipment. DWSS, at its discretion, may elect to purchase the hardware necessary to support the solution through its procurement process. DWSS prefers that the vendor's solution that includes the following:

1. A self-feed system that will automatically present opened contents to operator, which will handle a variety of flat mail, pre-extracted mail, and mixed sized documents.
2. A sensor that will alert and ensure that all contents are removed from the envelope.
3. Waste disposal bins to automatically receive envelopes, once all of the contents have been removed. Operator must be able to remove envelope, as needed, to image payment source for non-custodial parent (NCP) identification.
4. A monitoring tool that will track and report productivity, which will be used in determining performance of operators.
5. A speed requirement of a minimum of 3,500 images extracted per hour, per operator with variable speed control mechanism.
6. A speed requirement of a minimum of 90 pages scanned per minute.
7. Ability to handle multiple sizes and weighted envelopes, which includes; Height: 2 inches to 8 ½ inches, Length 9 ½ inches to 14 inches, and a thickness of 1/16 inches.
8. Provides an efficient, ergonomically designed operator workspace with controls to allow easy adjustments when switching between operators, whether sitting or standing.
9. Demonstrates maximum efficiency of payments moving through the sizing, opening, sorting, and imaging module.
10. Provides multiple output trays, with flexible sorting options, including a reject output location.
11. Images a variety of payment sources (i.e. checks, money orders, foreign currency) utilizing current, up-to-date technology and capture software.
12. Continuously feeds images without performing manual adjustments due to changes in document size.
13. Bi-tonal duplex output that produces images, front and rear, of all payment sources and attachments.
14. Bi-tonal scanning capability at multiple resolutions to meet accepted industry standards.
15. Images must meet state audit and archival requirements.
16. Must support the following industry standard output formats:
  - a. Image - TIFF, JPEG
  - b. Data – ASCII, XML

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Note - Disk space must be a consideration when determining the output file formats.

17. High-capacity feeder with an automatic document feeder.
18. High capacity output bin for documents passed through the scanner.
19. Shall separate payment sources from related attachments in output bins for bank deposits.
20. Retains payment sources and related attachments in a consistent order for research purposes.
21. Provides immediate view of image for cropping and workflow needs.
22. Produces scanned electronic images that will be transmitted to a workflow environment for processing. Shall have indexing capability to identify a single payment source and its multiple attachments, with identical sequential indexing number as assigned to single payment source.
23. Allows user ability to reset or restart numbering sequence to payment source and attachments for exceptions such as mis-feeds, jams, rescans, etc.
24. Ability to add or delete images that were processed erroneously, due to various exceptions, as a supervisory function.
25. User ability to assign a control receipt date and predefined sequence numbering format, which will be run sequentially on all payment sources and repeated for each related attachment.
26. Utilizes Magnetic Ink Character Recognition (MICR), Optimal Mark Recognition (OMR), or Object Character Recognition (OCR) technology to recognize and identify each new payment source scanned, to endorse sequence numbering on payment source, or provide other means that minimizes operator intervention.
27. Provides a working solution to recognize payments without a MICR line, such as money orders, travelers' checks, or cash.
28. Ability to use Courtesy and Legal Amount Recognition (CAR/LAR) technology to read dollar amounts and automatically populate high confidence dollar amounts on payment source into payment entry fields.
29. Provides a maximum of 48 alpha numeric characters for predefined sequential numbering for each payment source and related attachment.
30. Provides a minimum of 1 line of 20 character spaces for restrictive deposit endorsements on each payment source.
31. Continuous mode feeding for single payment sources without attachments.
32. Batch mode feeding control to allow separation of predefined batches of 50 or more payment sources and payment types.
33. Provides an easy-to-navigate user interface, preferably through a touch-sensitive screen.
34. PC Controller for workstation must integrate with the State's technology infrastructure, including LDAP security integration.

### F. Payment Workflow

The vendor shall be responsible for supplying, programming, and implementing a Payment Workflow module that will route scanned images to workers for processing. The requirements for the payment workflow module include:

1. Immediately after scanning transmit files in batches to Queue for processing. Flexible

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routing logic to prioritize batches for processing by type as follows:

- a. Payments received in Counties (Payment Receipts Report)
  - b. Single Payment Sources SSN/Case/Master Client Index number or MCI (individual ID number used throughout DWSS agencies)
- 
2. Multiple-Payment-Sources-SSN/CASE
    - a. Other Receipts such as FIDM, lump sums, lottery, settlements, fees, etc.
    - b. No-Information Payments
  3. Assign work, through automated workflow, to authorized operators for immediate payment entry.
    - a. Allow access to authorized users to obtain items from workflow for processing in predefined order of Receipt Date (First in First Out).
    - b. Import electronic EFT files for processing.
  4. Maintains the sequential numbering, endorsements, and all other predetermined batch requirements throughout the entire process.
  5. Route and reconcile all payment source images through the processes in imaging, including receipts, payment entry, bank deposits and other designated units.
    - a. This process must include a "double-key" process for vital fields, such as payment amount.
  6. Ability to create a report or checklist for tracking and monitoring of all batches prepared and submitted daily, as well as the current status of all batches at close of business day.
  7. Identify payment types of Employer, Other IV-D Agency, County, EFT, Vendor, and others as needed.
  8. Ability to route designated images to other predetermined units for additional processing.
  9. Provide the ability to accommodate encoding for bank deposit during which the process will endorse payment sources and associated attachments for bank deposit.
  10. Tracking and monitoring capability of required statistical data, related to areas of productivity and job performance.
  11. Provide daily productivity and inventory balances at any given point and time for supervisors and managers.
  12. Provide user friendly window accessible "error codes" and table for reference.
  13. Ability to forward images to other DWSS areas to update case information, such as address changes, SSN updates, or employment status.
  14. Provide ability to remove non-negotiable payment sources which must be returned to the payer for various exceptions, including lack of signature, stale or post-dated payment sources, incomplete numeric or written dollar values.
  15. Provide EFT import functionality that allows specified SDU users to import EFT files received from the bank into the payment processing module. Incoming EFT files are received primarily from employers and child support agencies in other states. These payments are remitted using the child support DED segment contained within the addenda record(s) of either a CCD+ or CTX transaction. The DED segment contains the case specific information necessary to post the payment to NOMADS and must be formatted in accordance with the standard by the originator. For a CTX transaction, the originator must utilize an ASC X12 820 "Payment Order / Remittance Advice" EDI transaction set to

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transmit the DED segments.

- a. EFT files must be able to be imported individually or as a selected group.
- b. System must parse each ACH file into valid payment transactions that contain the minimum payment information.
- c. Each individual EFT file must be treated as one payment source and processed using the same rules as any other payments received by the SDU.
- d. System must ensure that the individual payments included in an EFT file balance to the total amount of the transaction (i.e. DED segment amount reconcile to the amount in the "6" record).

### G. Payment Entry Module

The vendor shall be responsible for supplying, programming, and implementing an automated Payment Entry Module for posting payments from images of payment sources and related attachments. The payment processing application shall interface with the NOMADS system on a daily basis. The workflow solution will allow users to search information contained in the payment processing application database to aid in resolving unidentified payments.

The Payment Entry module will receive images in individual payment format for posting to the automated system. Images are to be presented to payment entry workers in a clear split screen format, displaying both the image as well as the payment entry screen. The desired functions include transmitting payment source image and data entry screens with no greater than one-second response time of previous entry. The Payment Entry module will maintain at a minimum the NCP's and CP's social security number, the MCI number, and the DWSS case number as identifiers for posting payments. Other information as agreed upon with DWSS may be maintained. The requirements for the Payment Entry Module include:

1. Provide the ability to read scanned remittance documents in order to populate the required fields, including but not limited to: SSN, DWSS Case Number, Payment Amount, and Bar Code Data.
2. Present clear and easy to read images to each operator for processing.
  - a. Images will be presented so that the entire attachment and payment source can be easily viewed.
  - b. Provide seamless ability to navigate between payment source and multiple page attachments.
  - c. Maintain payment source and related attachment(s) in sequence order, throughout process, for tracking and retrieval purposes.
  - d. Provide ability to view payment source and all related attachments on same screen or multiple screens when more than one attachment exists.
  - e. Vendor will recommend monitors, in size and durability, to provide a split screen with a clear image of payment source and attachment(s), along with the Payment Entry Module's entry screen.
3. Utilize the most current and efficient technology in CAR/LAR, Optical and Intelligent Character Recognition (OCR.ICR), and MICR.
  - a. Once a MICR code has been identified on a particular payment source, the system will recognize and read same MICR code and self-populate the payment type information on all future payment source documents. User will be able to override payment type when necessary.

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4. Utilize technology to read and define multiple payment listings and sources, along with an automated reconciliation process between Receipts, Payment Entry, and Deposit processing.
5. The following data elements are required to upload the payments to the NOMADS system on a nightly basis. *(The vendor must work with the state on the file format and layout.)*
  - a. NCP SSN (non-custodial parent's social security number)
  - b. NCP name
  - c. MCI number
  - d. Payment Amount
  - e. Effective Date
  - f. Payment Type
  - g. Associated EIN number for each wage attachment
6. Automatically populate certain data entries of sequential numbers, pay type, batch date and any scanable coupon data.
7. Payment types (wage, check, interstate) are important information for processing and reporting. System must promote accurate capture of type such as allowing operator to override payment type for each payment or accept default payment type established with batch header data.
8. System will present bold and easy to read name verifications for matches between Payment Entry Module and name match data. The system must be capable of performing this function against the production NOMADS database or a look-up database that is updated by a nightly extraction from NOMADS. The final decision regarding which database to use will be made after the Infrastructure Analysis/Recommendation Report is completed in Phase 2.
9. The response time for searches will be no greater than one second for the results to be displayed to the operator.
10. System will boldly display notification when a SSN, MCI or Case number does not match an NCP or CP included in the payment processing database.
11. System will route all unidentified payments, recoupments, and fee images to the Exception Unit.
12. Multiple Payment (MP) Processing  
The vendor will provide a module for processing MP batches that will provide efficient and timely processing in the daily workflow for multiple payments. The requirements include:
  - a. Ability to image, track, post, and reconcile single payment sources received for multiple NCPs.
  - b. Develop workflow for multiple payment batches ranging in size up to 200 transactions per batch.
    - i. SDU management must have the ability to set a global value for batch size.
    - ii. Create separate workflow for companies submitting large lists of 50 or more transactions with totals by page and payment source balancing.
13. No-Information Payment Processing

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The vendor shall be responsible for supplying, programming, and implementing an automated workflow solution and database inquiry functionality as part of the payment processing system for use in processing payments with incomplete or missing information. The requirements are:

- a. Images of payments with incomplete or missing information will route through the workflow module to Job Queue for processing by appropriate SDU staff.
  - b. A database inquiry function is required to locate payer information. This database must include MCI Number, Current Employer, SSN, DWSS Case Number, Obligation amount and Frequency, and Name and address inquiry for NCP, Custodial Parent, and Children.
  - c. Provide "wild-card" features in the database inquiry function to allow operator to search, using partial information, on multiple fields while receiving match information on all like data entered (i.e. first name, last name, NCP address)
  - d. The database inquiry function will have a response time no greater than one second for inquiry look up results to be displayed to operator without impacting any other production activities that are occurring during the search.
  - e. All look-up database information will be updated from NOMADS on a daily basis.
  - f. Utilize MICR read technology to store prior posting information necessary to provide operator with additional data to properly identify current payment.
  - g. Once payments are identified, the case information selected by operator, from the look-up database, will automatically populate to the related payment entry fields.
  - h. Provide a means to track unidentified payments until they have been resolved or declared unidentifiable.
  - i. Allow payments to be posted to NOMADS utilizing unidentified payer account number. The option to post payments utilizing the unidentified payer account number shall be allowed for payments entered from either the Identification database or the Payment Entry Module.
  - j. Provide an aging report listing unidentified payments.
  - k. Payments entered through the No-Information process shall conform to all other Payment Entry standards outlined in Payment Entry Module.
- 14.** Create a file in conjunction with the current NOMADS maintenance vendor to post money through a nightly interface into the updated SDU system, where the federal distribution rules are applied.
- 15.** Create a file in conjunction with the current NOMADS maintenance vendor to provide NCP and CP information through a nightly interface from the NOMADS system.
- 16.** Automatic notification, using the MICR line on identified cases, to alert entry work of a bad check, which will be routed to the Exceptions Unit.
- 17.** Allow tracking and updating of problem check cases to necessary areas as designated in workflow process.

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18. Provide a tracking and monitoring tool to report productivity data by worker, hours worked, and transactions processed for supervisors and managers review. Provide a hot key access to Payment Identification information for use in resolving payments were incomplete information is supplied.

19. Allow a user to toggle if needed between the payment processing application and another application that runs NOMADS.

20. Ability to select and transfer data found in database inquiry function into the payment entry screen.

21. MICR read or other proposed technology must be utilized to notify entry operator with "red flag reason" and brief description of exceptions.

22. Allow authorized users in the Exceptions Unit and Research/Quality Control Unit, to "red flag" potential posting errors, non-sufficient funds, previous disbursement errors, and foreign currency.

### H. Batch Reconciliation

The vendor shall be responsible for supplying, programming, and implementing a Payment & Batch Reconciliation module that will ensure the accurate and complete processing of all payment source batches, through all phases of the SDU. Also the vendor shall provide automated reporting and monitoring of batches. The requirements for the batch reconciliation include:

1. Ensure that Receipts, Payment Entry, and Deposit totals agree prior to releasing payments to NOMADS and/or Bank Deposits.
2. Develop automated reconciliation processes that documents and tracks each envelope.

### I. Bank Deposit & Encoding

The vendor shall be responsible for supplying, programming, and implementing for Bank Deposit encoding equipment, and also provide the inclusion of Bank Deposits into the workflow module to reconcile scanned batch totals to encoded payment source totals. Processes will be developed for individual and multiple payment source batches, as well as, batches received with other legitimate deposits (i.e. Cash). The system will provide a means to reconcile and confirm deposit and entry totals prior to release of transactions to the nightly upload to the bank. The system will provide automated reporting and monitoring of batches. The requirements for the payment workflow module include:

1. System will generate a deposit ticket to accompany the original payment sources to include each payment source amount, sub-totaled by batches.
2. Provide an automated solution for processing exception items within the Deposits module, but deposited outside of the Deposit unit.
3. Provide a solution for processing Foreign Currency accurately, efficiently, and timely.

### J. Image Viewing System

The vendor shall propose a solution for supplying, programming, and implementing a web-based image retrieval system for use by designated staff throughout the state. The specifications include:

1. Web-based retrieval system
2. Image storage
3. Immediate retrieval and printing of the images
4. Images indexed by key data elements that can be used as search criteria. As a minimum



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the following data elements must be used for search criteria:

- a. MCI
- b. NCP SSN
- c. CP SSN

5. Secure access to the images and image storage

6. Audit trail of who viewed and printed images. The audit trail must capture the user, the action, date the action was performed and time performed.

### K. Exception/Research Unit

#### 1. Unidentified Team

The vendor shall be responsible for supplying, programming, and implementing the following capabilities:

- a. Payment Entry staff will route unidentified payments at the completion of each batch to Exception/Research staff. This will give the Exceptions/Research Unit an opportunity to resolve some of the unidentified payments before the suspense file is posted in the nightly batch processing.
- b. Ability to maintain images of unidentified receipts until resolved.
- c. Retain and store identifying receipt information to reduce duplication of unidentified referrals to the Exception/Research Unit.
- d. Create and maintain a HOT list of non-sufficient entries that may be added or deleted as needed by assigned staff, to assist in research and reconciliation efforts.
- e. Maintain a database of non-sufficient fund payment sources to assist in avoidance of processing reoccurring items of non-sufficient funds.

#### 2. Banking Team

The vendor shall be responsible for supplying, programming, and implementing the following capabilities:

- a. Scan returned checks and create a permanent record for audit purposes, reduction in research efforts, and to reduce space needed to maintain permanent records.
- b. Scan due diligence responses with the possibility of creating reports by scanning check information in a form letter.
- c. Provide enhanced solution for Exceptions Unit to submit reports on stop payments and due diligence.

#### 3. NSF Processing

The vendor shall be responsible for supplying, programming, and implementing the following capabilities:

- a. Maintain a record of non-sufficient funds (NSF) remittances to prevent reoccurring recoup processes for the same payer.
- b. Create and maintain a database for Recoup staff members, who will add or delete entries as needed.
- c. Provide a mechanism for loading the existing NSF payment information that is currently stored in an Excel spreadsheet.

### L. Reporting Requirements

To the extent possible, reporting should utilize an extracted or near real time copy of the

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production database so as not to adversely affect the performance and response time of the production application. This is critically important for systems that permit ad-hoc reporting or user-constructed queries. The State encourages the use of a separate reporting environment especially for complex systems or systems with a large concurrent use base. If a separate reporting environment is being proposed, Vendor will include a corresponding system architecture diagram in their proposal.

### 1. Financial Reports

The system shall have ability to create numerous reports that will be used to analyze the daily activities of the payment processing operations. The contractor will provide the capability for the purchaser to develop additional reports as needed. The specific reports will be determined during the design phase. As part of their proposal, Vendor will list and describe the reports that they will recommend as part of their proposed solution.

Additionally, the system needs to be able to create the reports DWSS currently produces:

- ACH vs Non-ACH payments
- Collection File Data Summary
- Current Users in System
- Daily Deposits
- Daily Extracts
- Daily Payment Processing by Payment Method
- Daily Payment Processing by Payment Source
- Daily Payment Processing by Payment Type
- Daily Payment Processing Summary
- Deposit Slip Details
- Deposit Summary with Pulled Checks
- Duplicate Checks Report
- EFT-Pending Envelopes
- EFT-Pending Payments
- Employer EFT Outreach Targets
- Envelopes Not Ready for Deposit
- Envelopes Not Ready for Extract
- Envelopes Processed by State
- Envelopes Sent to Research
- Failed Envelopes
- Mis-postings
- New Employers
- Payment Summary by Date Range
- Pending User Action
- Pulled Envelopes
- User Productivity by date range
- User Productivity by hour

### M. Physical Security and Internal Controls Requirements

The Federal Office of Child Support (OCSE) sets the state system requirements for child support enforcement. A publication entitled "Automated Systems for Child Support Enforcement: A Guide for States", outlines the requirements to ensure that the SDU meets the physical security and internal controls required for certification by OCSE. The SDU must use automated procedures, electronic processes, and computer-driven technology to the maximum extent feasible, efficient, and economical for the collection and disbursement of support payments. Vendor shall ensure that

## Attachment A

all procedures, equipment, and technology utilized within the SDU will comply with Objectives F-2 and H-2g of the Guide, relating to the SDU Physical Security and Internal Controls. The following are included but not limited to the Physical Security and Internal Controls:

1. The vendor will supply recommendations on how to implement the appropriate physical security based on the referenced above-including a proposed physical layout of the SDU.
2. Provide internal controls within the system that includes immediate opening of mail, endorsement of payment sources, payments date stamped with date of receipt, recording predetermined elements to an SDU maintained batch log.
3. Ensure duties are segregated in accordance with 45 CFR 302.20, Separation of Cash Handling and Accounting Functions.
4. Ensure that receipts are deposited within 24 hours to the appropriate depository. Application security and system security must comply with the Department's policy. **See Section IV, F. 1 for link.**
5. Provide an audit trail for each batch, envelope and payment transaction that includes:
  - a. Each action, regardless of source
  - b. The user who performed the action
  - c. The date & time the action was performed

### N. Deliverables

The Contractor shall be responsible for the installation, configuration and implementation of a child support payment-processing operation that may include but is not limited to:

- Mail opening and imaging equipment
- Image archival web based technology for image reviewing
- RAPID Implementation
- Pre-and post-implementation training
- UAT Support
- Parallel Testing Support
- Configure interfaces to and from the existing child support enforcement system

In Phase 1, all deliverable documentation will be initially introduced in an "Outline and Sample Contents" template submitted by the contractor. State staff will approve each template. These templates may also be subject to federal review as well. Each deliverable will follow their respective approved template design.

Each document deliverable must be delivered in two (2) paper copies sent to the State Project Director along with uploading an electronic copy to a state-provided location. Each deliverable shall be reviewed by DWSS and will require formal approval from DWSS prior to milestone approval and payment. Federal approval may also be required for certain documents as well. **Formal approval of a deliverable is State approval of the final version.** State staff time is limited on this project, especially for deliverable review. The project plan must include sufficient time for serial deliverable review. The contractor must include at least ten (10) business days, per deliverable, in the project plan for State staff to complete a review and to document their findings.

Based on the review findings, DWSS may grant approval, reject portions of or reject the complete document, request contractor revisions be made, or may state the inability to respond to the deliverable until a future specified date. Upon each rejection, the contractor will have five (5) business day periods to revise the document. Additional three (3) business day periods shall be required by the State for subsequent reviews whenever revisions are requested or a deliverable is disapproved. Vendor will include reasonable federal timeframes in the project plan for those deliverables requiring federal review, comment and approval. Formal milestone approval by the

## Attachment A

State will be required for milestone invoicing.

The vendor must remain on-site to address any errors until the application is successfully installed. The project plan must include sufficient time for UAT, which will be coordinated with training for the UAT group. The vendor is responsible for developing a test plan and providing UAT test scripts along with each application-module.

**Deliverables are listed as follows. Milestones are indicated with the Mn designation:**

	<b>Mandatory Project Deliverables &amp; Milestones (M1-5)</b>
	Deliverable 1: Detailed Project Plan
	Deliverable 2: Deliverable Document Templates
	Approval of Phase 1 (M1)
	Deliverable 3: Implementation Plan
	Approval of Phase 2 (M2)
	Deliverable 4: Training Plan for functional/technical staff
	Deliverable 5: Testing Plan
	Approval of Phase 3 (M3)
	Deliverable 6: Training for functional/technical staff
	Deliverable 7: Operational Readiness Checklist
	Deliverable 8: Implementation of the payment solution for paper and electronic payments, the image viewing solution and the web based payment solution
	Deliverable 9: Warranty
	Approval of Phase 4 (M4)
<b>Post Implementation</b>	Post Implementation Support

Except for Phase 1, vendors may propose a different sequence of phases and deliverables.

### Phase 1

This phase is the kickoff of the project where the overall project planning, project management and schedule are agreed to and the ground rules and expectations are set.

The deliverables in this phase are:

#### **Deliverable 1: Detailed Project Plan**

Vendor must create a project plan in Microsoft Project with the following information:

- Key dates including dates for deliverable submission, federal approval timeframes (as needed per deliverable) and milestones
- Structure, using a breakdown of activity, task and subtask within the entire project
- An organization chart with staff names & functional titles
- Description at the subtask level including duration and required staff resources

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- (contractor vs. State) and hours
- Resource staffing matrix by subtask, summarized by total hours by person, per month

The project plan is a living document and must be updated at least weekly throughout the project to reflect actual project status and timelines. The State must approve any change that results in the change of a milestone date.

## **Deliverable 2: Deliverable Document Templates**

Vendor must work with State staff to design templates for each subsequent document deliverable, status reports, issues tracking, executive meeting summaries and other project documents. These template designs are critical to ensuring that the deliverables and other project documents are in a format agreed to by all parties. Each template must be separately approved by the State.

With formal State approval of all deliverables in this phase, the milestone payment (M1) minus 15% retainage shall be invoiced.

## **Phase 2**

The deliverable(s) are as follows:

### **Deliverable 3: Implementation Plan**

Describes the vendor's project management methodologies, tools, and processes used to manage the transition and implementation of the SDU solution, including Pre-implementation document and configuration specifications, software installation and configuration, testing, training, and Go-Live.

With formal State approval of all deliverables in this phase, the milestone payment (M2) minus 15% holdback shall be invoiced.

## **Phase 3**

The deliverable(s) are as follows:

### **Deliverable 4: Training Plan for functional and technical staff**

Training shall be provided as a mix of classroom presentation and hands-on activities for all staff, supervisors, and managers. Vendor must create a training plan with the following information:

- Description of each training class
- Delivery method for each training class
- Instructor (state or vendor) for each training class
- Which classes are "Train the Trainer" classes
- List of training required for each role in the SDU
- Key dates for each of the training classes
- Training Material

### **Deliverable 5: Test Plan**

Vendor will provide a Test Plan that defines how software will be tested to verify that the requirements are implemented properly. The Test plan as a minimum must include:

- System test plan
- User acceptance test plan
- Parallel testing plan

## Attachment A

- End to end testing plan (Plan to test interfaces to and from other systems)
- Test scripts

With formal State approval of all deliverables in this phase, the milestone payment (M3) minus 15% holdback shall be invoiced.

### Phase 4

The deliverable(s) are as follows:

#### **Deliverable 6: Training for functional and technical staff**

This deliverable consists of the vendor providing all of the necessary and agreed upon training for the functional and technical staff. Training will be conducted at SCaDU in Las Vegas, Nevada. The state has a training facility available that includes:

18 workstations for users  
1 trainer workstation for the instructor  
Whiteboards  
Projector

#### **Deliverable 7: Operational Readiness Checklist**

Vendor identifies all activities and milestones necessary for approving Go-Live

#### **Deliverable 8: Implementation**

This deliverable consists of implementation of the payment solution for paper and electronic payments, the image viewing solution and the web based payment solution. The State has final approval of all delivered modules and their implementation into production. The Vendor shall develop the Acceptance Test Procedures with the Project Manager and designated DWSS staff in conducting detailed Acceptance tests prior to beginning the Acceptance Testing.

All test procedures shall be traced back to the requirement. A verification matrix shall be updated to include the test that verifies the requirement. In the event of deficiencies, the Vendor shall determine suitable resolutions for approval by DWSS. The Vendor shall provide the necessary changes to resolve any deficiencies.

The Vendor shall provide Acceptance Test Reports after each of the integration tests. The 'as run' Test Procedures shall be included in the Test Reports. At the conclusion of test and acceptance of the system, the Project Manager will notify the Contractor in writing that the system has been accepted. The Vendor will conduct an Operational Readiness review with DWSS in support of the Go-Live approval

#### **Deliverable 9: Hundred (100) Day Warranty Period**

As the final deliverable of the project, vendor will supply 100 days of warranty support after the final production implementation of all modules. The first two weeks of warranty support will be on-site, as needed. The warranty period provides for issue resolution, bug fixes and system functionality problems with the new system. This support is included in the firm fixed price.

With formal State approval of all deliverables in this phase, the milestone payment (M4) shall be invoiced. The total M4 payment is the sum total of the holdbacks from milestone payments M1 thru M3.

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## Post-Implementation Support

The post implementation support will be for 1 year with nine (9) one year options. The deliverable(s) are as follows:

- The Contractor shall provide their on-going system support and maintenance plan.
- Provide on-site response to mail opening & extraction and encoder equipment service calls within four-hours maximum response time.
- Provide phone response to software service calls deemed Priority 1 within one hour of receipt of the call.
- Provide phone response to software service calls deemed Priority 2 within two hours of receipt of the call.
- Mail opening & extraction and encoder equipment maintenance must include parts and labor as well as regularly scheduled preventative maintenance visits.
- Must be available during operational hours of the Business Unit, including weekends as needed. Mail opening & extraction and encoder equipment Technicians at a minimum are needed to be on site between the hours of 8am – 5pm and within two hours of service call.
- Must provide solution modifications as necessary to maintain the interface between NOMADS and the SDU for the life of the contract. The vendor will provide DWSS with a fixed hourly rate for these anticipated solution modifications beyond the cost cap mutually agreed upon by the parties.
- Must provide free of charge any and all updates to the solution developed by the Vendor for the first post implementation year, with the exception of any non- essential enhancement requested by DWSS. For post implementation years two through nine, the Vendor will suggest solution updates with cost estimates.

### 1. Scanning Solution

Vendor will provide the proposed scanning solution as described in Section VI.F as a separate line item on the cost sheet. DWSS, at its discretion, may elect to purchase the hardware necessary to support this solution through its procurement process.

### 2. Image Viewing Solution

Vendor will provide the proposed web based image viewing solution as described in Section VI.K as a separate line item on the cost sheet. DWSS, at its discretion, may elect to purchase any hardware necessary to support this solution through its procurement process.

## III. Project Expectations

Contractor will be expected to address the following requirements in detail. Emphasis is on the limited availability of state staff for this project and the expectation that the contractor express in detail their understanding of their responsibilities in the areas of Customization/Development, Implementation, Warranty, Training, and Deliverables.

### A. Process Flow of Solution

Vendor must provide a clear, concise process flow detailing the proposed solution. The process flow must include the "normal" flow of payments as well as exception processing. The Process Flow must include flow charts as well as a narrative provided in hardcopy and electronically in Microsoft Office format.

### B. Customization/Development

Vendor assumes primary responsibility for this project with minimal assistance from state staff.

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The vendor will propose this phase of the project although it cannot exceed 90 days of vendor's receipt of the State's purchase order.

### C. Site Requirements

For the onsite processing functions and vendor's proposed solutions, the operations should be located at the SCaDU in Las Vegas, Nevada. In addition to production, a separate, isolated UAT/Test environment shall be set up so as to minimize interference with the production environment. Additional staging areas may be proposed at the discretion of the vendor. Vendor will address how each of these areas will be set up and utilized. Separate Data Center test and production environments will be maintained for the life of the system. Proposals must provide for adequate ongoing licenses to maintain each environment.

Mail/Payment Processing will remain at SCaDU in Las Vegas, Nevada.

#### 1. System Testing

Contractor will coordinate with DWSS and schedule with the Project Manager to ensure that all aspects of the testing environment are ready. Conversion run tests from existing system will be scheduled through Project Manager. These tests will be scheduled to run during off peak hours so as to minimize network load. Each developed entity will be thoroughly tested by the contractor before it is scheduled for acceptance testing with the State.

Contractor will schedule with DWSS any network connectivity, security integration, testing of interfaces to and from NOMADS, offsite storage and implementation into the production environment.

##### a. User Acceptance Testing (UAT)

Each system module will undergo UAT by the State prior to production implementation. The locations for UAT State staff will be at the SCaDU in Las Vegas, Nevada as well as Requirements, Training and Testing in Carson City, Nevada. Upon formal State approval of the module's UAT, it will be scheduled with IRM for implementation into the production environment.

#### 2. Training

Contractor will be responsible for training users in all aspects of the new system. Training will be outlined in a training plan discussing expectations and schedules. A training planning session must be held to review the training plan prior to the first actual training session. This will enable State and Contractor staff to better communicate during these sessions. Contractor will detail in their proposal a training plan outline and schedule for users of each component of the system.

#### 3. Support Services

Vendor must include a description of the ongoing support they are proposing which will start after the warranty phase. Support includes help desk support, bug fixes, updates and new releases. Costs for such services will need to be shown in the Business Proposal volume, together with a statement that such services will be available for a minimum of nine years after the warranty period. The first year will be mandatory; years two through ten will be at the State's option. **Support cost inflation shall be estimated for years two through ten and provided in proposal.**

Vendor must guarantee that their proposed solution will comply with all mandatory requirements throughout the entire support phase. Vendor will also specify expected deadline dates for completion of such modifications after the provision of detailed, written notice of impending changes from DWSS.



# Attachment A

**Vendor must also address the following in their proposal:**

- Identify the average of your response and resolution times. Provide examples of current measurements and metrics.
- Describe your process for providing application fixes and enhancements.
- Identify your average turnaround time for fixes and enhancements.
- Confirm whether or not the State has the opportunity to provide input into the prioritization of new features and enhancements.
- Identify your anticipated schedule for new releases and updates.

It is critical that the proposed solution include ongoing support services and assurance that all regulatory requirements will be met for DWSS. Other details and specific requirements are included in various sections throughout this SOW.

#### **4. Maintenance Services**

Vendor must also provide a schedule of fully loaded hourly rates for the types of services which will apply to this work, as well as to future customization. The schedule of rates must only include rates for:

- a. Software developer including database administrators
- b. Mail opening & extraction and encoder technician
- c. System and server hardware specialists
- d. Maintaining and overseeing additional updates that may be needed in order to keep up with state and industry standards as well as compliance with the Physical Security and Internal Controls Requirements set out by the OCSE as stated in Section VI.N

This information will need to be shown in the Business Proposal. Support cost inflation is discussed on the cost forms.

Vendor must guarantee that their proposed solution will comply with all mandatory requirements throughout the entire support phase. Vendor will also specify expected deadline dates for completion of such modifications after the provision of detailed, written notice of impending changes from DWSS.

**Attachment A**

October 3, 2017 Informatix Pricing to State of Nevada DWSS						Total
Proposed Cost by Budget Year	Year 1 Jul 17-Jun 18	Year 2 Jul 18-Jun 19	Year 3 Jul 19-Jun 20	36 Months Jul 17-Jun 20		
Contract # Months	7 Months Dec 17-Jun 18	12 Months Jul 18-Jun 19	9 Months Jul 19-Mar 20	28 Months Dec 17-Mar 20		
RAPID™ License & Maintenance # Months	3 Months Apr 18-Jun-18	12 Months Jul 18-Jun 19	9 Months Jul 19-Mar 20	24 Months Apr 18-Mar 20		
Implementation	\$ 216,916.00	N/A	N/A	\$ 216,916.00		
Test and Production *	\$ 123,271.04	\$ 58,495.39	\$ 14,623.85	\$ 196,390.28		
RAPID™ Software	\$ 74,804.67	\$ 300,750.75	\$ 229,010.25	\$ 604,565.67		
Other Associated Costs	\$ 1,755.00	\$ 1,755.00	\$ 1,755.00	\$ 5,265.00		
<b>Total</b>	<b>\$ 416,746.71</b>	<b>\$ 361,001.14</b>	<b>\$ 245,389.10</b>	<b>\$ 1,023,136.94</b>		

\*Includes 3rd party costs (example OPEX scanner) that will be invoiced to the State at Informatix' cost. Price could increase or decrease by a nominal %. We received estimates from the vendors for the term of the contract.  
 In "Year 3" third party fees "Test and Production" have been prorated for 3 month term, this is currently allowed by vendors. (Dec 19 - Mar 20)  
 The OPEX cost included in "Test and Production" does not include a Milling Top Cutter, which has a purchase price of \$32,605 and an annual maintenance Fee of \$2,650.

Description of Deliverable	Deliverable Due Date	State's Review Time (Working Days)	State's Contracted Acceptance Date	Informatix Deliverable Price	Less 15% Holdback	Deliverable Payment Amount
<b>Implementation</b>						
Phase 1	12/20/17	10	01/04/18	21,691.00	3,253.65	18,437.35
Phase 2	01/04/18	10	01/18/18	21,691.00	3,253.65	18,437.35
Phase 3	02/15/18	10	03/01/18	54,230.00	8,134.50	46,095.50
Phase 4	03/31/18	10	04/16/18	119,304.00	17,895.60	101,408.40
Phase 1-4 Completion Total Holdback	05/16/18	10	05/31/18		32,537.40	32,537.40
<b>Test and Production</b>						
Informatix receipt of 3 <sup>rd</sup> party Invoices	02/01/18	10	02/15/18	123,271.04		123,271.04
Informatix receipt of 3 <sup>rd</sup> party Invoices	02/01/19	10	02/15/19	58,495.39		58,495.39
Informatix receipt of 3 <sup>rd</sup> party Invoices	02/01/20	10	02/15/20	14,623.85		14,623.85
<b>RAPID Software</b>						
Go Live Date	04/01/18	10	04/15/18	74,804.67		74,804.67
Informatix Invoice	07/02/18	10	07/17/18	300,750.75		300,750.75
Informatix Invoice	07/01/19	10	07/16/19	229,010.25		229,010.25
<b>Other Associated Costs</b>						
Informatix receipt of 3 <sup>rd</sup> party Invoices	02/01/18	10	02/01/18	1,755.00		1,755.00
Informatix receipt of 3 <sup>rd</sup> party Invoices	02/01/19	10	02/01/19	1,755.00		1,755.00
Informatix receipt of 3 <sup>rd</sup> party Invoices	02/01/20	10	02/01/20	1,755.00		1,755.00

*edg*

**PROFESSIONAL SERVICES AGREEMENT**  
**for**  
**Delaware State Disbursement Unit Automated System**  
**Contract No. 35-10-01-17-02**

This Professional Services Agreement ("Agreement") is entered into as of November 1, 2016 (Effective Date) and will end on October 31, 2025, by and between the State of Delaware, Department of Health and Social Services, Division of Child Support Services, ("Delaware"), and Informatix, Inc., (the "Vendor"), with an office at 2485 Natomas Park Drive, Sacramento, CA 95833.

WHEREAS, Delaware desires to obtain certain services to provide hardware, software, and public-facing web payment application, daily exchange files, workflow solution, payment entry module, support, user training and technical services for the Child Support State Disbursement Unit. This contract is executed pursuant to 29 Del. C. §§ 6981 and 6982.

WHEREAS, Vendor desires to provide such services to Delaware on the terms set forth below;

WHEREAS, Delaware and Vendor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and Vendor agree as follows:

**1. Services.**

- 1.1. Vendor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.
- 1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any appendices, amendments or modifications thereto); (b) Questions and Answers issued under the Delaware Health and Social Services (DHSS) Request for Proposal #PSC HSS-16-001, attached hereto as Appendix A included by reference; (c) Informatix' RAPID® and iDocStore Software License, attached hereto as Appendix B; (d) Informatix' Maintenance of Licensed Software Terms, attached hereto as Appendix C; (e) Pricing, attached hereto as Appendix D; (f) Informatix' Response to Proposal, attached hereto as Appendix E as included by reference; and (g) DHSS Request for Proposal #PSC HSS-16-001, attached hereto as Appendix F as included by reference. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.
- 1.3. Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Vendor shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Vendor, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Vendor for any aspect of its

performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

- 1.4. Vendor will not be required to make changes to its scope of work that result in Vendor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

## **2. Payment for Services and Expenses.**

- 2.1. The term of the initial contract shall be from November 1, 2016 through October 31, 2025 with 1 optional one (1) year extension period(s).
- 2.2. Delaware will pay Vendor for the performance of services described the Scope of Work set forth in Appendix E. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix D.
- 2.3. Delaware's obligation to pay Vendor for the performance of services described in Appendix E, will not exceed the fixed fee amount of \$4,115,715.00. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to Vendor.
  - a. Should the average compensation rate of Software Development personnel increase at a cumulative rate greater than 3% per annum, after November 1, 2021 Vendor will have the opportunity to request a price increase for Maintenance to be applicable through the end of the then-current contract term. Vendor and Delaware agree to negotiate in good faith to reach agreement on a price increase for Maintenance that equitably addresses the effect of such wage increase on Vendor's pricing model for the services. Should Vendor and Delaware fail to reach an agreement, Vendor may terminate the Maintenance portion of this Agreement as of October 31, 2022.
- 2.4. The only payment mechanisms accepted by Vendor are ACH, check, or wire transfer notwithstanding any other provision to the contrary. Other payment mechanisms may be agreed to by the parties. By mutual signed consent, this agreement may be modified to accept other payment methods. Agencies that are part of the First State Financial (FSF) system are required to identify the contract number 35-10-01-17-02 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- 2.5. The State of Delaware prefers the use of the Purchase Card (P-Card) for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.

- 2.6. Vendor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Vendor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.
- 2.7. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Vendor. If an Appendix specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.
- 2.8. Delaware is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.
- 2.9. Subject to all procedural requirements, findings and adjudication obtained in according with the Dispute Resolution process set forth in Section 12 below, Delaware shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.
- 2.10. Invoices shall be submitted to:
- 3. Responsibilities of Vendor.**
- 3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/> as of the effective date of this Agreement, and as modified from time to time by DTI during the term of this Agreement and mutually agreed to by Delaware and Vendor. Vendor agrees to identify any modified standards for which Vendor's compliance is not feasible, and to the extent possible, Vendor will propose alternative suggestions for meeting Delaware's requirements. Vendor and Delaware will negotiate in good faith to attempt to resolve any disputes arising from modification of DTI standards. If Vendor is unwilling to comply with any standards modified after the Effective Date of this Agreement, Delaware may at its discretion terminate the Agreement pursuant to Section 14.1 below. If any service, product or deliverable furnished pursuant to this Agreement does

not conform to DTI standards in effect as of the Effective Date and any mutually agreed modifications, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.

- 3.2. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.
- 3.3. Permitted or required approval by Delaware of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.
- 3.4. Vendor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Vendor's associates and employees under the personal supervision of the Project Manager. The position(s) anticipated include:

Project Team	Title	% of Project Involvement
Daniel King	Project Manager and Lead Business Analyst	1% - 2%

- 3.5. Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Vendor will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If Vendor fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of Vendor is unsuitable to Delaware for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.
- 3.6. Vendor shall furnish to Delaware's designated representative copies of any correspondence related to this Agreement that is provided to regulatory agencies for review prior to mailing such correspondence.
- 3.7. Vendor agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.

3.8. Vendor has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.

3.9. Vendor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.

3.10. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

**4. Time Schedule.**

4.1. A project schedule is included in Appendix E.

4.2. Any delay of services or change in sequence of tasks must be approved in writing by Delaware.

4.3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in Appendix A.

**5. State Responsibilities.**

5.1. In connection with Vendor's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

5.2. Delaware agrees that its officers and employees will cooperate with Vendor in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Vendor by written notice before the effective date of each such delegation.

5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Vendor. It is understood that Delaware's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5. Delaware shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which Delaware has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, and other pertinent documents;



- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.

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Vendor shall return any original data provided by Delaware.

- 5.6. Delaware shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.
- 5.7. Vendor will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.
- 5.8. Delaware agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

## **6. Work Product.**

- 6.1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for Delaware relating to the services to be performed hereunder (collectively "Materials") shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. Vendor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Delaware. Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- 6.2. Vendor retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the Materials. Delaware shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all Materials in which Vendor retains title, whether individually by Vendor or jointly with Delaware. Any and all source code developed in connection with the services provided will not be considered Materials, unless such source code is developed by Vendor for Delaware pursuant to a separate agreement (or amendment hereto) and such agreement or amendment (as applicable) sets for a different arrangement regarding the ownership of such source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.
- 6.3. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all rights title and interest, including intellectual property rights, in and to software, documentation, manuals, and know-how, including any concepts methodologies, survey questions, or procedures that have been developed by Vendor, which may be adapted or used by Vendor to perform services under this Agreement, and any enhancements or revisions thereto prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Vendor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products; provided, that such Preexisting Information shall no include incorporate or otherwise contain any State-Owned Materials or confidential information of Delaware. "State-Owned Materials" shall mean all Materials and all proprietary and intellectual property rights, title and interest in and to all data, concepts, products or methodologies provided by Delaware. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

**7. Confidential Information.**

To the extent permissible under 29 Del. C. 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

**8. Warranty.**

8.1. Vendor warrants that its services will be performed in a good and workmanlike manner and pursuant to the requirements set forth in a mutually agreed statement of work. Vendor agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

8.2. Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Vendor for Delaware in connection with the provision of the Services, Vendor shall pass through or assign to Delaware the rights Vendor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

**9. Indemnification; Limitation of Liability.**

9.1. Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:

- a. the negligence or other wrongful conduct of the Vendor, its agents or employees, or
- b. Vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided Vendor shall have been notified promptly in writing by Delaware of any notice of such claim.

9.2. Vendor shall not be liable for any indirect, special, incidental or consequential damages under the contract, including without limitation lost profits, lost goodwill or lost business.

The maximum liability of vendor shall not exceed \$930,000.00 plus any losses of program funds.

- 9.3. If Delaware promptly notifies Vendor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Vendor will not indemnify Delaware, however, if the claim of infringement is caused by:
- a. Delaware's misuse or modification of the Deliverable;
  - b. Delaware's failure to use corrections or enhancements made available by Vendor;
  - c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Vendor;
  - d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or
  - e. Information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in Vendor's opinion is likely to be, held to be infringing, Vendor shall at its expense and option either
    - i. Procure the right for Delaware to continue using it,
    - ii. Replace it with a non-infringing equivalent,
    - iii. Modify it to make it non-infringing.

The foregoing remedies constitute Delaware's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

#### 10. Employees.

- 10.1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Vendor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.
- 10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.
- 10.3. Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, is required of employee of Vendor who will be assigned to this project and has been deemed to be subject to requirements of the DCSS Criminal Background Check

Requirements in Appendix G. Informatix will submit all background screening reports to:

DHSS Division of Child Support Services  
84A Christina Road  
New Castle, DE 19720  
Attn: Stacy Saylor, Agency Information Technology Lead

10.4. Vendor shall comply with IRS Publication 1075 - Technology Services Contractor requirements in Appendix H.

#### **11. Independent Contractor.**

11.1. It is understood that in the performance of the services herein provided for, Vendor shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such services in its own manner and method except as required by this Agreement. Vendor shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

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

11.3. Vendor shall be responsible for providing liability insurance for its personnel.

11.4. As an independent contractor, Vendor has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

#### **12. Dispute Resolution.**

12.1. At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

12.2. If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

### 13. Suspension.

13.1. Delaware may suspend performance by Vendor under this Agreement for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to Vendor at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension, Delaware shall pay Vendor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Vendor shall not perform further work under this Agreement after the effective date of suspension. Vendor shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from Delaware to resume performance.

13.2. In the event Delaware suspends performance by Vendor for any cause other than the error or omission of the Vendor, for an aggregate period in excess of 30 days, Vendor shall be entitled to an equitable adjustment of the compensation payable to Vendor under this Agreement to reimburse Vendor for additional costs occasioned as a result of such suspension of performance by Delaware based on appropriated funds and approval by Delaware.

### 14. Termination.

14.1. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

14.2. This Agreement may be terminated in whole or in part by Delaware for its convenience, but only after Vendor is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with Delaware prior to termination.

14.3. If termination for default is effected by Delaware, Delaware will pay Vendor that portion of the compensation which has been earned as of the effective date of termination, but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Vendor's default.
- c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Vendor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

14.4. If after termination for failure of Vendor to fulfill contractual obligations it is determined that Vendor has not so failed, the termination shall be deemed to have been effected for the convenience of Delaware.

14.5. The rights and remedies of Delaware and Vendor provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

14.6. **Gratuities.**

- a. Delaware may, by written notice to Vendor, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
- b. In the event this Agreement is terminated as provided in 14.6.a hereof, Delaware shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.
- c. The rights and remedies of Delaware provided in Section 14.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**15. Severability.**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

**16. Assignment; Subcontracts.**

16.1. Any attempt by Vendor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void. Such consent shall not be unreasonably withheld.

16.2. Services specified by this Agreement shall not be subcontracted by Vendor, without prior written approval of Delaware.

16.3. Approval by Delaware of Vendor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

16.4. Vendor shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by Vendor, its subcontractor or its sub-subcontractor.

16.5. The compensation due shall not be affected by Delaware's approval of the Vendor's request to subcontract.

**17. Force Majeure.**

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

**18. Non-Appropriation of Funds.**

18.1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

18.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

**19. State of Delaware Business License.**

Vendor and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

**20. Complete Agreement.**

20.1. This agreement and its Appendices shall constitute the entire agreement between Delaware and Vendor with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations,

communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

20.2. If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

20.3. Vendor may not order any product requiring a purchase order prior to Delaware's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

## **21. Miscellaneous Provisions.**

21.1. In performance of this Agreement, Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Vendor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

21.2. Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

21.3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

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

21.5. Vendor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Vendor in breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.

21.6. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at



its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

21.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

21.8. Vendor shall maintain all public records, as defined by 29 Del. C. § 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 Del. C. Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Vendor' performance and records pertaining to this Agreement at the Vendor business office during normal business hours.

## 22. Insurance.

22.1. Vendor shall maintain the following insurance during the term of this Agreement:

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate.

22.2. As applicable and determined necessary by the State, the Vendor shall also maintain:

- a. Not applicable. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions, including Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
- c. Not applicable. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate
- d. Automotive Liability Insurance (Bodily Injury) covering hired and non-owned automotive units transporting departmental clients or staff used in the work, with a \$1,000,000 combined single limit.

22.3. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

22.4. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**DHSS Division of Child Support Services  
84A Christina Road  
New Castle, DE 19720  
Attn: Christine Dolan, Sr. Fiscal Administrative Officer**

22.5. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

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**23. Assignment of Antitrust Claims.**

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

**24. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Vendor consents to jurisdiction venue in the State of Delaware.

**25. Notices.**

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

**DELAWARE:**

DHSS Division of Child Support Services  
84A Christina Road  
New Castle, DE 19720  
Attn: Christine Dolan, Sr. Fiscal Administrative Officer


**VENDOR:**

Informatix, Inc.  
2485 Natomas Park Drive  
Sacramento, CA 95833  
Attn: Contracts Administration


IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

**STATE OF DELAWARE  
DEPARTMENT OF HEALTH AND  
SOCIAL SERVICES  
DIVISION OF CHILD SUPPORT  
SERVICES**

Signature on File

Witness 10/26/16 

Signature on File

Theodore G. Mermigos, Jr.   
DCSS Director

10/26/16

Date

Signature on File

Witness 0

Signature on File

Rita M. Landgraf  
DHSS Secretary

11/9/16

Date

**INFORMATIX, INC.**

Signature on File

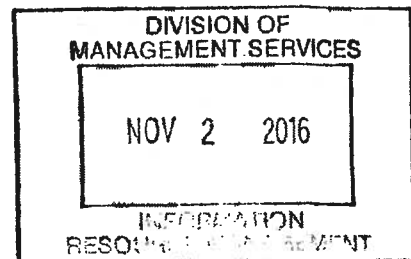
Witness

Raul Ocazonez  
President

10.25.2016

Date

*MRS. [unclear]*



Brian Sandoval  
Governor

James R. Wells, CPA  
Director

Paul Nicks  
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: November 1, 2017

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

From: Bridgette Garrison, Executive Branch Budget Officer  
Governor's Finance Office 

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 TRANSPORTATION**

Agenda Item Write-up:

The Nevada Department of Transportation requests approval to pay \$67,676 from the Highway Fund, State Claims Account, for two 2017 invoices from the CA Group, Inc. for consultant design services.

Additional Information:

The agency seeks approval to pay the stale claim for the time period of March 2017 through June 2017, where CA Group, Inc. did not submit their invoices until after the close of fiscal year 2017.

Statutory Authority:

BOE approval required pursuant to NRS 353.097, subsection 4.

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

# STALE CLAIM REQUEST

To: PAUL NICKS  
 Governor's Finance Office, Budget Division

From: MARIA MUNOZ  
NV DEPT OF TRANSPORTATION

Subject: Stale Claim for State Fiscal Year 17

Date: 10/19/17

RECEIVED

OCT 20 2017

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

The attached invoice is a valid claim for expenditures incurred in the above indicated fiscal year. We have reviewed and reconciled all the associated billing and payment records for this claim, and our research verifies that this is an open and valid claim against the state and that claim was not paid in the indicated fiscal year or any subsequent fiscal year. A copy of this analysis and the supporting documentation is attached for your review. Please review and provide your authorization to pay this stale claim as indicated below:

Vendor/Employee Name: CA GROUP INC

Vendor/Employee Number: T29018622 Invoice Term Date: 4/28/17

Invoice Number: 1 & 2 Invoice/Claim Amount: \$67,676.00

**Coding from original obligation**

Fund	Budget	Category	Amount
201	4660	06	67,676.00
<b>Total</b>			

**Coding used to pay Stale Claim**

Fund	Budget	Category	Amount
201	6010	01	67,676.00
<b>Total</b>			

Request to pay from current fiscal year account? YES  NO

-If yes, full or partial payment from current year funds? FULL  PARTIAL

-If partial payment from current year funds, how much? (Provide details below) \$

Is a current Stale Claim Declining Balance Log included in the attachments? YES  NO

**Explanation: Reason (Justification or Detail) for Stale Claim/Funding Allocations/Attachments:**

NOT YET PAID

\_\_\_\_\_  
 Signature (Agency Fiscal Approval)

**BOARD OF EXAMINERS / BUDGET DIVISION USE ONLY**

**Approval for payment from**

Fund  B/A

---

Budget Analyst \_\_\_\_\_ Date \_\_\_\_\_

---

Clerk of the Board \_\_\_\_\_ Date \_\_\_\_\_

Note: Claims from the General Fund Stale Claims account over \$50,000 require BOE approval



**STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION  
Payment Voucher And Purchase Order**

**PV 800 205885**

Vendor			Shlp To		Invoice To	
<b>CA GROUP, INC</b>  <b>2785 S RAINBOW BLVD</b>  <b>LAS VEGAS, NV 89146-4008</b>			State of Nevada Department of Transportation  1263 S. Stewart Street Carson City, NV 89712		State of Nevada Department of Transportation  1263 S. Stewart Street Carson City, NV 89712	
Date <b>10/04/17</b>	Fiscal Year <b>FY 17</b>	Vendor Code <b>T29018622</b>	Customer Code		Please refer to the above payment voucher and purchase order number (i.e. PV 800 #) on all parcels, and correspondence. Please advise if unable to meet requested date.	

Quantity	Item No.	Description	UOM	Unit Price	Extended Price
1	1	CONSULTANT DESIGN SERVICES	LS	\$ 33,420.00	\$ 33,420.00
1	1	CONSULTANT DESIGN SERVICES	LS	\$ 34,256.00	\$ 34,256.00
Total					67,676.00

Receiver
  Authorized Signature
 Approval for Expenditures Exceeding \$10,000

Line	Org	Approp	Activity	Object	Job/Project	Revenue	Agreement	Amount
1	C016	466006	9255	814E	N/A		4531602	\$ 33,420.00
2	C016	466006	9255	814E	N/A		4531602	\$ 34,256.00
3								
4								
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**RECEIVED**

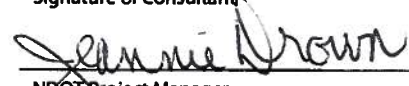
OCT 16 2017

DIRECTOR'S OFFICE

NEVADA DEPARTMENT OF TRANSPORTATION  
CONSULTANT SERVICES  
CONSULTANT MONTHLY INVOICE AND PROGRESS REPORT

BILLING PERIOD: FROM <u>3/20/17</u>	TO <u>4/28/17</u>
CONTRACT NO. <u>N/A</u>	PROJECT TERMINATION DATE <u>12/31/2018</u>
PROJECT ID NO.(S) <u>State Park Signs</u>	AGREEMENT NO. <u>P453-16-016</u>
	AMOUNT OF AGREEMENT \$ <u>2,000,000</u>
PROJECT NO.(S) <u>CA2110</u>	AMOUNT OF SUBCONTRACTS \$ <u>\$0</u>
	SUBCONTRACTS PAID TO DATE TOTAL \$ <u>0</u>
PROJECT NAME <u>Signs, Striping and TC - Task Order 2</u>	TASK ORDER NO.(S) <u>2</u>
FEDERAL TAX ID NO. <u>26-2278684</u>	AMOUNT OF TASK ORDER \$ <u>500,000</u>
FIRM NAME <u>CA Group, Inc.</u>	TOTAL AMOUNT INVOICED THIS PERIOD \$ <u>\$33,240</u>
REMIT TO ADDRESS <u>2785 S. Rainbow Blvd.</u> <u>Las Vegas, Nevada 89146</u>	BALANCE REMAINING \$ <u>466,760</u>
	\$ INVOICED TO DATE <u>\$33,240</u>
PHONE NO. <u>775-283-8394</u>	% OF PROJECT COMPLETED TO DATE <u>60%</u>
FAX NO. <u>702-685-5947</u>	LIQUIDATED DAMAGES START DATES <u>N/A</u>
CONTACT PERSON <u>Chad Anson, P.E.</u>	FINAL INVOICE: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
PHYSICAL ADDRESS <u>As Above</u>	DBE GOAL _____
	% DBE TO DATE _____
<b>TARGET MILESTONE DATES</b>	
30% SUBMITTAL _____	60% SUBMITTAL _____
90% SUBMITTAL _____	100% SUBMITTAL _____
OTHER _____	OTHER _____
<b>SUMMARY OF WORK PERFORMED THIS INVOICE</b> (ATTACH ADDITIONAL SHEETS IF NECESSARY)	
Submitted 60% Plans for interim submittal in February 2017	

SUBMITTED BY:  Chad Anson, P.E. 6/19/17  
Signature of Consultant Print Name DATE

APPROVED:  Jeannie Drown, P.E. 10/5/17  
NDOT Project Manager Print Name DATE

NDOT CODING:  
 Org: C016      Appro.: 466006      Activity 9255      Object: 814E      Job/Project: 4531602





June 27, 2017

Rod Schilling  
Nevada Dept. of Transportation  
1263 S. Stewart Street  
Carson City, NV 89712

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RE: Agreement P453-16-016 – Invoice #1

Mr. Schilling,

Please see our attached invoice #1 for Agreement Number P453-16-016. The invoice is for Task Order #1 – State Park Signs and covers professional services through March 31, 2017.

Invoice #1 reflects costs for the following items:

- Task 1 Project Administration (60% Complete) – CA Group has prepared invoice number 1 and associated progress report.
- Continual work on Task 1.2 – CA Group has been coordinate with NDOT on NDOT supplied sign sizes and information previously completed by NDOT.
- Task 2 Intermediate Plans (100% Complete) - Prepare three separate and independent plan sets, one for each District, of intermediate design plans, specifications and estimate. In addition CA Group worked with NDOT on obtaining field data through each District. This included site visits throughout District 1 and District 2 by CA Group staff. CA Group also attended a review meeting to go through Intermediate review comments.

Invoice #1 reflects costs incurred for preparing 60% plans for interim which was made in February.

Please see below for Task Order 1 budget status.

**Task Order 1 – State Park Signs**

Design Budget:	\$75,195
Previously Invoiced:	\$0
Current Invoice:	\$33,420

Construction Budget:	\$3,910
Previously Invoiced:	\$0
Current Invoice:	\$0



Overall Task Order

Budget:	\$500,000
Previously Invoiced:	\$0
Current Invoice:	\$33,420
Remaining Budget:	\$466,580

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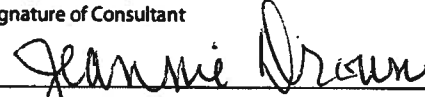
Please let me know if you have any questions or concerns.

Sincerely,

Chad Anson, P.E.

NEVADA DEPARTMENT OF TRANSPORTATION  
CONSULTANT SERVICES  
CONSULTANT MONTHLY INVOICE AND PROGRESS REPORT

BILLING PERIOD: FROM <u>4/29/17</u> CONTRACT NO. <u>N/A</u> PROJECT ID NO.(S) <u>State Park Signs</u> PROJECT NO.(S) <u>CA2110</u> PROJECT NAME <u>Signs, Striping and TC - Task Order 2</u> FEDERAL TAX ID NO. <u>26-2278684</u> FIRM NAME <u>CA Group, Inc.</u> REMIT TO ADDRESS <u>2785 S. Rainbow Blvd.</u> <u>Las Vegas, Nevada 89146</u> PHONE NO. <u>775-283-8394</u> FAX NO. <u>702-685-5947</u> CONTACT PERSON <u>Chad Anson, P.E.</u> PHYSICAL ADDRESS <u>As Above</u>	TO <u>6/30/17</u> PROJECT TERMINATION DATE <u>12/31/2018</u> AGREEMENT NO. <u>P453-16-016</u> AMOUNT OF AGREEMENT \$ <u>2,000,000</u> AMOUNT OF SUBCONTRACTS \$ <u>\$0</u> SUBCONTRACTS PAID TO DATE TOTAL \$ <u>0</u> TASK ORDER NO.(S) <u>2</u> AMOUNT OF TASK ORDER \$ <u>500,000</u> TOTAL AMOUNT INVOICED THIS PERIOD \$ <u>\$34,256</u> BALANCE REMAINING \$ <u>432,324</u> \$ INVOICED TO DATE <u>\$67,676</u> % OF PROJECT COMPLETED TO DATE <u>90%</u> LIQUIDATED DAMAGES START DATES <u>N/A</u> FINAL INVOICE: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> DBE GOAL _____ % DBE TO DATE _____
TARGET MILESTONE DATES	
30% SUBMITTAL _____	60% SUBMITTAL _____
90% SUBMITTAL _____	100% SUBMITTAL _____
OTHER _____	OTHER _____
SUMMARY OF WORK PERFORMED THIS INVOICE (ATTACH ADDITIONAL SHEETS IF NECESSARY)	
See attached	

SUBMITTED BY: <u></u> Signature of Consultant	Chad Anson, P.E. Print Name	7/1/17 DATE
APPROVED: <u></u> NDOT Project Manager	Jeannie Drown, P.E. Print Name	10/5/17 DATE
NDOT CODING: Org: <u>C016</u> Appro.: <u>466006</u> Activity <u>9255</u> Object: <u>814E</u> Job/Project: <u>4531600</u>		



July 1, 2017

Rod Schilling  
Nevada Dept. of Transportation  
1263 S. Stewart Street  
Carson City, NV 89712

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RE: Agreement P453-16-016 Signing, Striping and MOT - Task Order 2 – Invoice #2

Mr. Schilling,

Please see our attached invoice #2 for Agreement Number P453-16-016. The invoice is for Task Order #1 – State Park Signs and covers professional services through June 30, 2017.

Invoice #2 reflects costs for the following items:

- Coordination with TRPA – continual.
- Rendering of all sign location within the Tahoe basin for TRPA permitting.
- PSE submittal for District 1 – 5/3/17
- PSE submittal for District 3 – 5/12/17
- Final submittal for District 1 – 6/1/17
- Final Submittal for District 3 – 5/29/17
- Split district plan set into 2 for PSE review.
- PSE submittal for District 2a – 5/17/17
- PSE submittal for District 2b held while decision was made on sign location work assignments.
- Revised the District 2 sign locations plan split
- PSE submittal for District 2 (Package 1) – 6/22/17
- PSE submittal for District 2 (Package 2) – 6/22/17
- PSE submittal to TRPA for Qualified Exempt Activity – 6/22/17

The project is approximately 90% complete with the only outstanding deliverable being final signed of the District 2 package outstanding. Final submittal for this package is planned for July 7, 2017.

Please see below for Task Order 1 budget status.

**Task Order 1 – State Park Signs**

Design Budget:	\$75,195
Previously Invoiced:	\$33,420
Current Invoice:	\$34,256



Construction Budget:	\$3,910
Previously Invoiced:	\$0
Current Invoice:	\$0

Overall Task Order

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Budget:	\$500,000
Previously Invoiced:	\$33,420
Current Invoice:	\$34,256
Remaining Budget:	\$432,324

Please let me know if you have any questions or concerns.

Sincerely,

Chad Anson, P.E.



BRIAN SANDOVAL  
Governor

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION  
1263 S. Stewart Street  
Carson City, Nevada 89712

RUDY MALFABON, P.E., *Director*

In Reply, Refer to:

Oct 19, 2017

Paul Nicks  
Department of Administration  
209 E. Musser Street  
Carson City NV 89710

I would like permission to pay the attached payable to a Payment Voucher as a stale claim. We have researched our files and determined that this payment has not been paid.

The expenditure was incurred during fiscal year 2017 and should have been paid from budget account #4660. The Department has remaining authority in Category #06 in the amount of \$55,343,970.13 for fiscal year 2017.

If you have any further questions, please contact me at 888-7451.

Sincerely,

A handwritten signature in cursive script that reads "Jamie Vacek".

Jamie Vacek  
Accountant III



1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7440  
Fax: (775) 888-7201

## MEMORANDUM

**DATE:** December 1, 2017

**TO:** Jim Wells, Director, Governor's Finance Office

**FROM:** Felicia Denney, Financial Management Division Chief, Nevada Department of Transportation

**CC:** Rudy Malfabon, Director, Nevada Department of Transportation  
Dave Gaskin, Deputy Director, Stormwater, Nevada Department of Transportation  
Cliff Lawson, Stormwater Division Chief, Nevada Department of Transportation  
Melanie Young, Executive Branch Budget Officer, Governor's Finance Office  
Bridgette Garrison, Executive Branch Budget Officer, Governor's Finance Office

**RE:** **December 12, 2017 Board of Examiners Meeting - Department of Transportation Stale Claims**

---

Governor's Finance Office staff have requested information for the stale claims listed below indicating why the invoices will be paid late when invoice dates indicate there was sufficient time to pay these items in fiscal year 2017 and why purchase orders were issued after receipt of invoices.

- Desert Research Institute - \$74,157.86, Agreement #P221-16-018
- CA Group, Inc. - \$67,676.00, Agreement #P453-16-016

### Late Payment

The above invoices were received from the vendor and subsequently submitted for payment, but the invoices were not forwarded to be vouchered in a timely fashion. As budget activity can be elevated during the year-end period, this step in the procedure was inadvertently dropped, with the missed payments discovered after the year-end closing deadline had passed.

### Issuance of Purchase Orders

Both stale claims are payments for ongoing agreements, and the documents provided titled "Payment Voucher and Purchase Order" are payment vouchers against these agreements and not purchase orders.

### Department Procedures/Remedy

The Department of Transportation's Accounting Division procedures include distribution of an agency-wide memo detailing closing deadlines each fiscal year. This document includes deadlines for processing payment vouchers and other documents.

The department's Financial Management Division plans to also send out periodic reminders to department staff to encourage them to process all payments timely. In addition, the Stormwater division will review their processing practices with the Financial Management Division after the hiring of a new Management Analyst.

If you require any additional information, please contact Felicia Denney at 888-7624.

Brian Sandoval  
Governor

James R. Wells, CPA  
Director

Paul Nicks  
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: November 1, 2017

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

From: Bridgette Garrison, Executive Branch Budget Officer  
Governor's Finance Office 

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 TRANSPORTATION**

Agenda Item Write-up:


The Nevada Department of Transportation requests approval to pay \$74,157.86 from the Highway Fund, Stale Claims Account, for a 2017 invoice from Desert Research Institute for continuous real time quality data system monitoring site management.

Additional Information:

The agency seeks approval to pay the stale claim for the time period of April 2017 through June 2017, where Desert Research Institute did not submit their invoice until after the closing of fiscal year 2017.

Statutory Authority:

BOE approval required pursuant to NRS 353.097, subsection 4.

REVIEWED: 
ACTION ITEM: _____



# STALE CLAIM REQUEST

**To:** PAUL NICKS  
Governor's Finance Office, Budget Division

**From:** MARIA MUNOZ  
NV DEPT OF TRANSPORTATION

**Subject:** Stale Claim for State Fiscal Year 17

**Date:** 10/23/17

RECEIVED

OCT 23 2017

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

The attached invoice is a valid claim for expenditures incurred in the above indicated fiscal year. We have reviewed and reconciled all the associated billing and payment records for this claim, and our research verifies that this is an open and valid claim against the state and that claim was not paid in the indicated fiscal year or any subsequent fiscal year. A copy of this analysis and the supporting documentation is attached for your review. Please review and provide your authorization to pay this stale claim as indicated below:

**Vendor/Employee Name:** DESERT RESEARCH INSTITUTE

**Vendor/Employee Number:** T29034539      **Invoice Term Date:** 4/1/17 - 6/30/17

**Invoice Number:** 0646735002      **Invoice/Claim Amount:** 74,157.86

**Coding from original obligation**

Fund	Budget	Category	Amount
201	4660	06	74157.86
Total			

**Coding used to pay Stale Claim**

Fund	Budget	Category	Amount
201	6010	01	74,157.86
Total			

**Request to pay from current fiscal year account?**      YES       NO

-If yes, full or partial payment from current year funds?      FULL       PARTIAL

-If partial payment from current year funds, how much? (Provide details below)      \$

**Is a current Stale Claim Declining Balance Log included in the attachments?**      YES       NO

**Explanation: Reason (Justification or Detail) for Stale Claim/Funding Allocations/Attachments:**

NOT YET PAID

*M. Munoz*

\_\_\_\_\_  
Signature (Agency Fiscal Approval)

**BOARD OF EXAMINERS /BUDGET DIVISION USE ONLY**

**Approval for payment from**

Fund       B/A

---

Budget Analyst \_\_\_\_\_      Date \_\_\_\_\_

---

Clerk of the Board \_\_\_\_\_      Date \_\_\_\_\_

Note: Claims from the General Fund Stale Claims account over \$50,000 require BOE approval



**STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION  
Payment Voucher And Purchase Order**

**PV 800 205950**

Vendor		Ship To		Invoice To
Bert Research Institute DBA DRI Research Founda  2215 Raggio PKWY  Reno, NV 89512-1095		State of Nevada Department of Transportation  1263 S. Stewart Street Carson City, NV 89712		State of Nevada Department of Transportation  1263 S. Stewart Street Carson City, NV 89712
Date	Fiscal Year	Vendor Code	Customer Code	Please refer to the above payment voucher and purchase order number (i.e. PV 800 #) on all parcels, and correspondence. Please advise if unable to meet requested date.
10/23/17	42916	T29034539		

Quantity	Item No.	Description	UOM	Unit Price	Extended Price
		INV # 0646735002 ACCT# 65506467350  State Claim			\$ 74,157.86
Total					74,157.86

*SEE PAGE 2  
FOR SIGNATURES.*

Receiver

Authorized Signature

Approval for Expenditures Exceeding \$10,000

Line	Org	Approp	Activity	Object	Job/Project	Revenue	Agreement	Amount
1	C018	601001	9061	814F	20759020		2211600	\$ 74,157.86
2								
3								
4								
5								
6								
7								
8								
9								
10								

205950

# Payment Voucher System

Prepared by Norfa Lanuza

PV800PVR00116147

Vendor		Ship To		Invoice To	
DESERT RESEARCH INSTITUTE DBA DRI RESEARCH FOUNDATION 2215 RAGGIO PKWY ✓		Nevada Department of Transportation  1263 South Stewart Street		Nevada Department of Transportation  1263 South Stewart Street	
RENO NV 89512-1095		Carson City NV 89712		Carson City NV 89712	
Date	Fiscal Year	Vendor Code/Address Indicator	Invoice Number		
10/20/2017	2018	T29034539	0646735002 ✓		
Status: SUBMITTED			TOTAL: \$74,157.86		

Quantity	Item No.	Description	UOM	Unit Price	Extended Price
		<del>6550-446-7350</del> for Continuous Real Time Quality Data system for NDOT Monitoring Site Management; Public Data Presentation			74,157.86
					\$74,157.86

Receiver \_\_\_\_\_

*Cliff Lanuza*  
Authorized Signature

*David Gashin*  
Approval for Expenditures Exceeding  
\$10,000

Line	Org	Approp	Activity	Object	Job	Project	Agreement	Description	Amount
1	C018	466006	9061	814F ✓	20759020		2211600 ✓	INV 646,7350.02	74,157.86
									\$74,157.86

POSTED  
HIGHWAY FUND  
OCT 20 2017  
*[Signature]*  
Accounting Division 1  
Dept. of Transportation

NEVADA DEPT. OF TRANSPORTATION  
RECEIVED  
OCT 20 2017

PUR 00116147



INVOICE TO

Nevada Department of Transportation
Attn: Tyler Thew
Stormwater Division
1263 South Stewart Street
Carson City, NV 89712

INVOICE NUMBER: 646.7350.02
DATE: 07/07/17
AMOUNT: 74,157.86
TERMS: NET 30 DAYS

Table with columns: Contract/Grant/Agreement/Purchase Order, Period Billed (From, To), and Tax ID.

P221-16-018

Project Title : NDOT - Continuous Real Time Quality Data System for NDOT Monitoring Site Management and Public Data Presentation

Summary table with columns: Budget, Current, Cumulative, Balance. Rows include Salary, Fringe, Travel, Operating, Indirect Cost, and Total.

AMOUNT DUE THIS INVOICE

74,157.86

"I certify to the best of my ability that all expenditures reported are for appropriate purposes and in accordance with the provisions of the award document."

Signature of Sherril Schmidt

Sherril Schmidt - Sponsored Research Accountant
(775) 673-7404

07/07/17
Date

Make Check Payable To: Board of Regents

Mail Check To:

Financial Services Office
Desert Research Institute
2215 Raggio Parkway
Reno, Nevada 89512-1095
Tax I.D. No. 886000024

\* Please reference invoice number with remittance advice \*



RUN DATE: 06/30/17  
 REPORT ID: AFINR27

NEVADA SYSTEM OF HIGHER EDUCATION  
 BALANCE AND ACTIVITY REPORT FOR DRI  
 FOR MONTH ENDING JUNE 30, 2017

PAGE: 331

FUND-AGENCY-ORG: 6550-646-7350  
 ORG NAME: NV-DOT/WATER QUALITY DATA SYST  
 ORG MANAGER: HEYVAERT,A  
 FED ACCT: P221-16-018  
 CONTRACT: NV-DOT/WATER QUALITY DATA SYST

FM FY = 12 17  
 SERIES NUM:  
 GRANTOR CD: 6MISC

START DATE: 03/02/2007  
 END DATE: 09/30/2018  
 RATE: 4520  
 REFERENCE NO:  
 STATUS: A

SUMMARY						
CODE	BUDGET CATEGORY	CURRENT BUDGET	CURRENT MONTH EXPENDITURES/REVENUE	CUMULATIVE EXPENDITURES/REVENUE	ENCUMBRANCES AND PRE-ENCUMBRANCES	BUDGET BALANCE
11	PROFESSIONAL	96,000.00	2,963.25	15,819.59	0.00	80,180.41
15	WAGES	0.00	330.00	2,132.62	0.00	2,132.62
16	FRINGE BNFTS	46,175.00	1,434.23	7,666.80	0.00	38,508.20
20	TRAVEL	1.00	910.65	1,592.08	0.00	1,591.08
30	OPERATIONS	30,000.00	8,863.69	27,252.14	0.00	2,747.86
89	INDIRECT CST	77,824.00	6,554.79	24,617.17	0.00	53,206.83
	TOT EXPENSES	250,000.00	21,056.61	79,080.40	0.00	170,919.60
83	STATE GC RST	250,000.00	0.00	4,922.54	0.00	245,077.46
	TOT REVENUE	250,000.00	0.00	4,922.54	0.00	245,077.46

DETAIL										
CODE	CODE	DESC	DATE	AC	TRANSACTION	VENDOR NAME	DESCRIPTION	AMOUNT	REFERENCE	JOB #
EXPENSES										
1101	PROF	W/RET	170629	22	JV617TS412022	FITZGERALD, BRIAN C	BRIAN C. FITZGERALD	604.15		
1101	PROF	W/RET	170629	22	JV617TS412030	HEYVAERT, ALAN C	ALAN C. HEYVAERT	2,138.81		
1101	PROF	W/RET	170629	22	JV617TS412066	SUSFALK, RICHARD B	RICHARD B. SUSFALK	220.29		
1504	WAGES	NSTDNT	170619	22	JV617TS500378	HOOPER, MATTHEW S	6/1-15/17	330.00		
1600	FRINGE	BENE	170630	22	JV\$0630000336		6550646735001	8.91		
1600	FRINGE	BENE	170630	22	JV\$0630000336		6550646735001	856.08		
1610	ACCD	LEAVE	170630	22	JV\$0630000336		6550646735001	569.24		
2004	M/P	TRAVEL	170612	22	PV617IX000251		DHS MAY 2017 MOTOR P	247.50		
2004	M/P	TRAVEL	170614	22	PV617IX000253		DHS/MAY/MP	663.15		
3006	SUP-FIELD		170428	22	PVAV000007571	FTS FOREST TECHNOLOG	1DRINV1000	8,183.00	SC67SB209804	
3006	SUP-FIELD		170609	22	JVP06027FITZ1	THE HOME DEPOT #3304	186175 260517 RENO	49.12		
3006	SUP-FIELD		170609	22	JVP06027FITZ1	CAMPBELL SCIENTIFIC	186175 300517 435-22	608.11		
3031	FREIGHT/DEL		170628	22	PV617PV000588	FEDEX	FITZGERALD/RNO	23.46		
8900	INDIRECT	CST	170630	22	JV\$0630000336		6550646735001	1,983.60		
8900	INDIRECT	CST	170630	22	JV\$0630000336		6550646735001	4,418.00		
8900	INDIRECT	CST	170630	22	JV\$0630000336		6550646735001	153.19		
								21,056.61		
ENCUMBRANCES										
3006	SUP-FIELD		170428	21	PVAV000007571	FTS FOREST TECHNOLOG	1DRINV1000	8,183.00	SC67SB209804	
BUDGET										
16	FRINGE	BNFTS	170627	41	EB61700002059		FRINGE BENEFITS	1.00		
20	TRAVEL		170627	41	EB61700002059		TRAVEL	1.00		
								0.00		

RUN DATE: 06/05/17  
 REPORT ID: AFINR27

NEVADA SYSTEM OF HIGHER EDUCATION  
 BALANCE AND ACTIVITY REPORT FOR DRI  
 FOR MONTH ENDING MAY 31, 2017

PAGE: 331

FUND-AGENCY-ORG: 6550-646-7350  
 ORG NAME: NV-DOT/WATER QUALITY DATA SYST  
 ORG MANAGER: HEYVAERT,A  
 FED ACCT: P221-16-018  
 CONTRACT: NV-DOT/WATER QUALITY DATA SYST

FM FY = 11 17  
 SERIES NUM:  
 GRANTOR CD: 6MISC

START DATE: 03/02/2007  
 END DATE: 09/30/2018  
 RATE: 4520  
 REFERENCE NO:  
 STATUS: A

SUMMARY						
BUDGET CODE	BUDGET CATEGORY	CURRENT BUDGET	CURRENT MONTH EXPENDITURES/REVENUE	CUMULATIVE EXPENDITURES/REVENUE	ENCUMBRANCES AND PRE-ENCUMBRANCES	BUDGET BALANCE
11	PROFESSIONAL	96,000.00	5,686.25	12,856.34	0.00	83,143.66
15	WAGES	0.00	672.37	1,802.62	0.00	1,802.62
16	FRINGE BNFTS	46,176.00	2,753.24	6,232.57	0.00	39,943.43
20	TRAVEL	0.00	520.38	681.43	0.00	681.43
30	OPERATIONS	30,000.00	15,954.67	18,388.45	8,183.00	3,428.55
89	INDIRECT CST	77,824.00	11,565.21	18,062.38	0.00	59,761.62
	TOT EXPENSES	250,000.00	37,152.12	58,023.79	8,183.00	183,793.21
83	STATE GC RST	250,000.00	0.00	4,922.54	0.00	245,077.46
	TOT REVENUE	250,000.00	0.00	4,922.54	0.00	245,077.46

DETAIL										
CODE	CODE DESC	DATE	AC	TRANSACTION	VENDOR NAME	DESCRIPTION	AMOUNT	REFERENCE	JOB #	
EXPENSES										
1101	PROF W/RET	170602	22	JV617TS411023	FITZGERALD, BRIAN C	BRIAN C. FITZGERALD	1,181.17			
1101	PROF W/RET	170602	22	JV617TS411028	HEALEY, JOHN M	JOHN M. HEALEY	1,121.41			
1101	PROF W/RET	170602	22	JV617TS411029	HEINTZ, KEVIN M.	KEVIN M. HEINTZ	666.48			
1101	PROF W/RET	170602	22	JV617TS411039	LYLES, BRADLEY F	BRADLEY F. LYLES	518.05			
1101	PROF W/RET	170602	22	JV617TS411068	SUSFALK, RICHARD B	RICHARD B. SUSFALK	2,199.14			
1504	WAGES NSTDNT	170519	22	JV617TS400709	HOOPER, MATTHEW S	05/01-15/17	342.37			
1504	WAGES NSTDNT	170602	22	JV617TS400736	HOOPER, MATTHEW S	05/16-31/17	330.00			
1600	FRINGE BENE	170605	22	JV\$0605000392		6550646735001	1,642.76			
1600	FRINGE BENE	170605	22	JV\$0605000392		6550646735001	18.15			
1610	ACCD LEAVE	170605	22	JV\$0605000392		6550646735001	1,092.33			
2001	IN STATE TVL	170517	22	TP617TP001056	LYLES, BRADLEY F	FIELD WORK	243.65	TP617TP001056		
2004	M/P TRAVEL	170510	22	PV617IX000232		DHS/APRIL/MP	252.35			
2004	M/P TRAVEL	170524	22	PV617IX000239		APR17 DHS DODGE MOTO	24.38			
3006	SUP-FIELD	170424	22	PVAV000007521	CAMPBELL SCIENTIFIC	**FREIGHT**	122.48			
3006	SUP-FIELD	170424	22	PVAV000007521	CAMPBELL SCIENTIFIC	CUST #1032	14,180.33	SC57SB209803		
3006	SUP-FIELD	170505	22	JVP04287FITZ1	CAMPBELL SCIENTIFIC	186175 250417 435-22	31.13			
3006	SUP-FIELD	170505	22	JVP04287FITZ1	THE HOME DEPOT #3304	186175 250417 RENO	64.97			
3006	SUP-FIELD	170505	22	JVP04287HEIN1	AUTOZONE #5740	176003 210417 LAS VE	17.98			
3006	SUP-FIELD	170505	22	JVP04287HEIN1	THE HOME DEPOT #3303	176003 210417 LAS VE	58.78			
3006	SUP-FIELD	170505	22	JVP04287HEIN1	LOWES #02271	176003 210417 LAS VE	16.75			
3006	SUP-FIELD	170505	22	JVP04287HEIN1	THE HOME DEPOT #3316	176003 210417 LAS VE	49.97			
3006	SUP-FIELD	170512	22	JVP05057FITZ1	THE HOME DEPOT #3304	186175 010517 RENO	26.65			
3006	SUP-FIELD	170512	22	JVP05057FITZ1	TELEDYNE INSTRUMENTS	186175 280417 402-46	398.56			
3006	SUP-FIELD	170512	22	JVP05057FITZ1	CAMPBELL SCIENTIFIC	186175 280417 435-22	262.48			
3006	SUP-FIELD	170512	22	JVP05057HEAL1	HOME TRUE VALUE	896176 020517 BOULDE	31.38			
3006	SUP-FIELD	170512	22	JVP05057HEAL1	LOWES #01537	896176 010517 HENDER	31.68			
3006	SUP-FIELD	170512	22	JVP05057HEAL1	HOME TRUE VALUE	896176 010517 BOULDE	73.96			
3006	SUP-FIELD	170512	22	JVP05057HEAL1	HOME TRUE VALUE	896176 020517 BOULDE	28.18			
3006	SUP-FIELD	170512	22	JVP05057LYLE1	SHELTON BATTERY	218502 030517 LAS VE	171.41			
3006	SUP-FIELD	170512	22	PV617FV0000529	AIRGAS USA LLC	#1668592/TO: 1642999	90.64			
3006	SUP-FIELD	170519	22	JVP05127FITZ1	THE HOME DEPOT #3304	186175 040517 RENO	105.68			
3006	SUP-FIELD	170519	22	JVP05127FITZ1	THE HOME DEPOT #3312	186175 100517 CARSON	12.28			
3006	SUP-FIELD	170519	22	JVP05127HEAL1	HOME TRUE VALUE	896176 090517 BOULDE	48.45			

RUN DATE: 06/05/17  
 REPORT ID: APINR27

NEVADA SYSTEM OF HIGHER EDUCATION  
 BALANCE AND ACTIVITY REPORT FOR DRI  
 FOR MONTH ENDING MAY 31, 2017

PAGE: 332

FUND-AGENCY-ORG: 6550-646-7350  
 ORG NAME: NV-DOT/WATER QUALITY DATA SYST  
 ORG MANAGER: HEYVAERT,A  
 FED ACCT: P221-16-018  
 CONTRACT: NV-DOT/WATER QUALITY DATA SYST

FM FY = 11 17  
 SERIES NUM:  
 GRANTOR CD: 6MISC

START DATE: 03/02/2007  
 END DATE: 09/30/2018  
 RATE: 4520  
 REFERENCE NO:  
 STATUS: A

		DETAIL										
CODE	CODE DESC	DATE	AC	TRANSACTION	VENDOR NAME	DESCRIPTION	AMOUNT	REFERENCE	JOB #			
<b>EXPENSES</b>												
3006	SUP-FIELD	170519	22	JVP05127HEAL1	LOWES #01033	896176 100517 702-45	27.96					
3006	SUP-FIELD	170519	22	JVP05127HEAL1	LOWES #01537	896176 100517 HENDER	27.96-					
3006	SUP-FIELD	170519	22	JVP05127HEIN1	LOWES #01537	176003 100517 HENDER	59.88					
3006	SUP-FIELD	170526	22	JVP05197HEIN1	THE HOME DEPOT #3303	176003 110517 LAS VE	31.96					
3006	SUP-FIELD	170526	22	JVP05197HEIN1	THE HOME DEPOT #3303	176003 150517 LAS VE	3.98					
3031	FREIGHT/DEL	170522	22	PV617PV000546	FEDEX	HEALEY/RNO	5.64					
3031	FREIGHT/DEL	170524	22	PV617PV000549	FEDEX	LYLES/RNO	84.12					
3085	TEL RENTAL	170530	22	PV617UT000888	VERIZON WIRELESS	#872404867-00001	78.79					
8900	INDIRECT CST	170605	22	JV\$0605000392		6550646735001	7,446.72					
8900	INDIRECT CST	170605	22	JV\$0605000392		6550646735001	312.11					
8900	INDIRECT CST	170605	22	JV\$0605000392		6550646735001	3,806.38					
							=====					
							37,152.12					
<b>ENCUMBRANCES</b>												
3006	SUP-FIELD	170424	21	PVAV000007521	CAMPBELL SCIENTIFIC	CUST #1032	14,180.33-	SC67SB209803				
<b>OPEN PURCHASE ORDER ENCUMBRANCES</b>												
3006	SUP-FIELD	170405		SC67SB209804	PTS FOREST TECHNOLOG			OPEN BALANCE				
								8,183.00				

RUN DATE: 05/03/17  
 REPORT ID: AFINR27

NEVADA SYSTEM OF HIGHER EDUCATION  
 BALANCE AND ACTIVITY REPORT FOR DRI  
 FOR MONTH ENDING APRIL 30, 2017

PAGE: 334

FUND-AGENCY-ORG: 6550-646-7350  
 ORG NAME: NV-DOT/WATER QUALITY DATA SYST  
 ORG MANAGER: HEYVAERT, A  
 FED ACCT: P221-16-018  
 CONTRACT: NV-DOT/WATER QUALITY DATA SYST

FM FY = 10 17  
 SERIES NUM:  
 GRANTOR CD: 6MISC

START DATE: 03/02/2007  
 END DATE: 09/30/2018  
 RATE: 4520  
 REFERENCE NO:  
 STATUS: A

BUDGET		SUMMARY				ENCUMBRANCES AND		BUDGET
CODE	CATEGORY	CURRENT BUDGET	CURRENT MONTH EXPENDITURES/REVENUE	CUMULATIVE EXPENDITURES/REVENUE	PRE-ENCUMBRANCES	BALANCE		
11	PROFESSIONAL	96,000.00	4,880.96	7,170.09	0.00	88,829.91		
15	WAGES	0.00	1,130.25	1,130.25	0.00	1,130.25		
16	FRINGE BNFTS	46,176.00	2,378.26	3,479.33	0.00	42,696.67		
20	TRAVEL	0.00	161.05	161.05	0.00	161.05		
30	OPERATIONS	30,000.00	2,433.78	2,433.78	22,363.33	5,202.89		
89	INDIRECT CST	77,824.00	4,964.83	6,497.17	0.00	71,326.83		
TOT EXPENSES		250,000.00	15,949.13	20,871.67	22,363.33	206,765.00		
83	STATE GC RST	250,000.00	4,922.54	4,922.54	0.00	245,077.46		
TOT REVENUE		250,000.00	4,922.54	4,922.54	0.00	245,077.46		

DETAIL										
CODE	CODE DESC	DATE	AC	TRANSACTION	VENDOR NAME	DESCRIPTION	AMOUNT	REFERENCE	JOB #	
EXPENSES										
1101	PROF W/RET	170502	22	JV617TS410023	FITZGERALD, BRIAN C	BRIAN C. FITZGERALD	1,354.71			
1101	PROF W/RET	170502	22	JV617TS410028	HEALEY, JOHN M	JOHN M. HEALEY	2,673.17			
1101	PROF W/RET	170502	22	JV617TS410029	HEINTZ, KEVIN M.	KEVIN M. HEINTZ	611.13			
1101	PROF W/RET	170502	22	JV617TS410068	SUSFALK, RICHARD B	RICHARD B. SUSFALK	241.95			
1504	WAGES NSTDNT	170418	22	JV617TS400657	HOOPER, MATTHEW S	04/01-15/17	544.50			
1504	WAGES NSTDNT	170502	22	JV617TS400667	HOOPER, MATTHEW S	4/16-30/17	585.75			
1600	FRINGE BENE	170503	22	JV0503000376		6550646735001	1,410.11			
1600	FRINGE BENE	170503	22	JV0503000376		6550646735001	30.52			
1610	ACCD LEAVE	170503	22	JV0503000376		6550646735001	937.63			
2004	M/P TRAVEL	170425	22	FV617IK000220		APRIL 2017 DHS MOTOR	161.05			
3006	SUP-FIELD	170417	22	JVP04077HEAL1	CURTIS STEEL COMPANY	896176 310317 LAS VE	97.60			
3006	SUP-FIELD	170417	22	JVP04077HEAL1	LOWES #01719	896176 040417 702-27	15.52			
3006	SUP-FIELD	170417	22	JVP04077HEIN1	NW GRAINGER	176003 060417 877-20	849.60			
3006	SUP-FIELD	170421	22	JVP04147FITZ1	CAMPBELL SCIENTIFIC	186175 110417 435-22	221.02			
3006	SUP-FIELD	170421	22	JVP04147FITZ1	NW GRAINGER	186175 110417 877-20	482.00			
3006	SUP-FIELD	170421	22	JVP04147FITZ1	BATTERIES PLUS #47	186175 100417 SPARKS	204.15			
3006	SUP-FIELD	170421	22	JVP04147HEAL1	NW GRAINGER	186175 100417 877-20	652.30			
3006	SUP-FIELD	170421	22	JVP04147HEAL1	HOME TRUE VALUE	896176 110417 BOULDE	30.28			
3006	SUP-FIELD	170421	22	JVP04147HEAL1	LOWES #01719	896176 120417 702-27	114.36			
3006	SUP-FIELD	170421	22	JVP04147HEAL1	LOWES #01719	896176 110417 LAS VE	11.26			
3006	SUP-FIELD	170421	22	JVP04147HEAL1	LOWES #01719	896176 110417 702-27	51.64			
3006	SUP-FIELD	170421	22	JVP04147HEAL1	LOWES #01537	896176 100417 HENDER	32.10			
3006	SUP-FIELD	170421	22	JVP04147HEAL1	HOME TRUE VALUE	896176 100417 BOULDE	51.53			
3006	SUP-FIELD	170421	22	JVP04147HEIN1	CURTIS STEEL COMPANY	176003 100417 LAS VE	75.00			
3006	SUP-FIELD	170428	22	JVP04217FITZ1	THE HOME DEPOT #3304	186175 130417 RENO	108.95			
3006	SUP-FIELD	170428	22	JVP04217FITZ1	THE HOME DEPOT #3312	186175 140417 CARSON	14.01			
3006	SUP-FIELD	170428	22	JVP04217FITZ1	NW GRAINGER	186175 110417 877-20	652.30			
3006	SUP-FIELD	170428	22	JVP04217HEIN1	LOWES #02271	176003 200417 702-35	43.55			
3007	GAS/CYLINDER	170417	22	JVP04077HEAL1	AIRGAS WEST	896176 010417 056249	53.73			
8900	INDIRECT CST	170503	22	JV0503000376		6550646735001	3,267.31			
8900	INDIRECT CST	170503	22	JV0503000376		6550646735001	524.66			
8900	INDIRECT CST	170503	22	JV0503000376		6550646735001	1,172.86			



RUN DATE: 05/03/17  
 REPORT ID: AFINR27

NEVADA SYSTEM OF HIGHER EDUCATION  
 BALANCE AND ACTIVITY REPORT FOR DRI  
 FOR MONTH ENDING APRIL 30, 2017

PAGE: 335

FUND-AGENCY-ORG: 6550-646-7350  
 ORG NAME: NV-DOT/WATER QUALITY DATA SYST  
 ORG MANAGER: HEYVAERT,A  
 FED ACCT: P221-16-018  
 CONTRACT: NV-DOT/WATER QUALITY DATA SYST

FM FY = 10 17  
 SERIES NUM:  
 GRANTOR CD: 6MISC

START DATE: 03/02/2007  
 END DATE: 09/30/2018  
 RATE: 4520  
 REFERENCE NO:  
 STATUS: A

CODE	CODE	DESC	DATE	AC	TRANSACTION	VENDOR NAME	DETAIL	DESCRIPTION	AMOUNT	REFERENCE	JOB #
									15,949.13		
ENCUMBRANCES											
3006	SUP-FIELD		170405	21	SC67SB209804	FTS FOREST TECHNOLOG			8,183.00		
3006	SUP-FIELD		170406	21	SC67SB209803	CAMPBELL SCIENTIFIC			14,180.33		
									22,363.33		
REVENUE											
8355	CONTRACTS		170425	31	IN646.7350.01	ST NV-DEPT OF TRANSP	MARCH 2017		4,922.54		
OPEN PURCHASE ORDER ENCUMBRANCES											
3006	SUP-FIELD		170405		SC67SB209804	FTS FOREST TECHNOLOG			8,183.00		
3006	SUP-FIELD		170406		SC67SB209803	CAMPBELL SCIENTIFIC			14,180.33		
									22,363.33		



BRIAN SANDOVAL  
Governor

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION  
1263 S. Stewart Street  
Carson City, Nevada 89712

RUDY MALFABON, P.E., *Director*

In Reply, Refer to:

Oct 23, 2017

Paul Nicks  
Department of Administration  
209 E. Musser Street  
Carson City NV 89710

I would like permission to pay the attached payable to a Payment Voucher as a stale claim. We have researched our files and determined that this payment has not been paid.

The expenditure was incurred during fiscal year 2017 and should have been paid from budget account #4660. The Department has remaining authority in Category #06 in the amount of \$55,269,812.27 for fiscal year 2017.

If you have any further questions, please contact me at 888-7451.

Sincerely,

*Jamie Vacek*

Jamie Vacek  
Accountant III





1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7440  
Fax: (775) 888-7201

## MEMORANDUM

**DATE:** December 1, 2017

**TO:** Jim Wells, Director, Governor's Finance Office

**FROM:** Felicia Denney, Financial Management Division Chief, Nevada Department of Transportation

**CC:** Rudy Malfabon, Director, Nevada Department of Transportation  
Dave Gaskin, Deputy Director, Stormwater, Nevada Department of Transportation  
Cliff Lawson, Stormwater Division Chief, Nevada Department of Transportation  
Melanie Young, Executive Branch Budget Officer, Governor's Finance Office  
Bridgette Garrison, Executive Branch Budget Officer, Governor's Finance Office

**RE:** **December 12, 2017 Board of Examiners Meeting - Department of Transportation Stale Claims**

---

Governor's Finance Office staff have requested information for the stale claims listed below indicating why the invoices will be paid late when invoice dates indicate there was sufficient time to pay these items in fiscal year 2017 and why purchase orders were issued after receipt of invoices.

- Desert Research Institute - \$74,157.86, Agreement #P221-16-018
- CA Group, Inc. - \$67,676.00, Agreement #P453-16-016

### Late Payment

The above invoices were received from the vendor and subsequently submitted for payment, but the invoices were not forwarded to be vouchered in a timely fashion. As budget activity can be elevated during the year-end period, this step in the procedure was inadvertently dropped, with the missed payments discovered after the year-end closing deadline had passed.

### Issuance of Purchase Orders

Both stale claims are payments for ongoing agreements, and the documents provided titled "Payment Voucher and Purchase Order" are payment vouchers against these agreements and not purchase orders.

### Department Procedures/Remedy

The Department of Transportation's Accounting Division procedures include distribution of an agency-wide memo detailing closing deadlines each fiscal year. This document includes deadlines for processing payment vouchers and other documents.

The department's Financial Management Division plans to also send out periodic reminders to department staff to encourage them to process all payments timely. In addition, the Stormwater division will review their processing practices with the Financial Management Division after the hiring of a new Management Analyst.

If you require any additional information, please contact Felicia Denney at 888-7624.

Brian Sandoval  
Governor

James R. Wells, CPA  
Director

Paul Nicks  
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: October 30, 2017

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

From: Bessie J. Wooldridge, Budget Officer  
Budget Division

A handwritten signature in blue ink that reads "Bessie J. Wooldridge".

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 –  
AGING AND DISABILITY SERVICES – SIERRA REGIONAL CENTER**

Agenda Item Write-up:

The Division requests approval to pay \$71,386.02 from the General Fund, Stale Claims Account, for a FY2017 Jobs & Day Training reimbursement to Trinity Services.

Additional Information:

The agency seeks approval to pay the stale claim for the month of June 2017. This claim was not received from the vendor until 10/25/17; therefore it was not received from the agency for reimbursement until October 2017.

Statutory Authority:

BOE approval required pursuant to NRS 353.097, subsection 4.

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

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

# STALE CLAIM REQUEST

To: Bessie Wooldrige  
Governor's Finance Office, Budget Division

Date: 10/25/17

From: Robert Forderhase, ASO III

Sierra Regional Center

Subject: Stale Claim for State Fiscal Year 2017

The attached invoice is a valid claim for expenditures incurred in the above indicated fiscal year. We have reviewed and reconciled all the associated billing and payment records for this claim, and our research verifies that this is an open and valid claim against the state and that claim was not paid in the indicated fiscal year or any subsequent fiscal year. A copy of this analysis and the supporting documentation is attached for your review. Please review and provide your authorization to pay this stale claim as indicated below:

Vendor/Employee Name: Trinity Services

Vendor/Employee Number: T81016888 Invoice Term Date: 6/1/17 - 6/30/17

Invoice Number: June2017 Invoice/Claim Amount: \$71,386.02

**Coding from original obligation**

Fund	Budget	Category	Amount
101	3280	36	\$71,386.02
<b>Total</b>			\$71,386.02

**Coding used to pay Stale Claim**

Fund	Budget	Category	Amount
101	4888	10	\$71,386.02
<b>Total</b>			\$71,386.02

Request to pay from current fiscal year account? YES  NO   
 -If yes, full or partial payment from current year funds? FULL  PARTIAL   
 -If partial payment from current year funds, how much? (Provide details below) \$

Is a current Stale Claim Declining Balance Log included in the attachments? YES  NO

**Explanation: Reason (Justification or Detail) for Stale Claim/Funding Allocations/Attachments:**

The original June invoice was not received until 10/25/17, after fiscal year 2017 close. Services have been confirmed as having been received. This invoice has been confirmed as not having been previously paid.

 ASO III  
 Signature (Agency Fiscal Approval)

**BOARD OF EXAMINERS / BUDGET DIVISION USE ONLY**

Approval for payment from

Fund  B/A

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Budget Analyst \_\_\_\_\_ Date \_\_\_\_\_

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Clerk of the Board \_\_\_\_\_ Date \_\_\_\_\_

Note: Claims from the General Fund Stale Claims account over \$50,000 require BOE approval

Stall-dated claim FY17

RECEIVED  
OCT 25 2017 10:22 AM  
ACCOUNTING

TRINITY SUMMARY TOTAL SHEET  
JUNE 2017

IN-SERVICE DATE: 6/9/2017 DATE RECEIVED BY SRC: T2018

JOB #	T2014	T2018
TOTAL AMOUNT LEVEL 0	<u>0.00</u>	<u>0.00</u>
TOTAL AMOUNT LEVEL 1	<u>0.00</u>	<u>0.00</u>
TOTAL AMOUNT LEVEL 2	<u>2,172.66</u>	<u>0.00</u>
TOTAL AMOUNT LEVEL 3	<u>2,855.22</u>	<u>0.00</u>
TOTAL AMOUNT LEVEL 4	<u>3,104.40</u>	<u>569.14</u>
TOTAL AMOUNT LEVEL 9	<u>0.00</u>	<u>0.00</u>
GRAND TOTAL	<u>\$8,132.28</u>	<u>\$569.14</u>

PREPARED BY Kim Pezonella DATE: \_\_\_\_\_ PHONE: \_\_\_\_\_

PROCESSED BY: \_\_\_\_\_

PVE 402 SR	_____
101 402 64X	328036 0613 GL# <u>7400</u>
Pend 3	_____ Pend 4 _____
T#	<u>81016888</u> BSR _____

Grand Total All Job #'s \$71,386.02

*Approved by SNA Agency Manager*  
*[Signature]*

**JOB # T2020**

TOTAL AMOUNT LEVEL 0	<u>0.00</u>
TOTAL AMOUNT LEVEL 1	<u>17,669.21</u>
TOTAL AMOUNT LEVEL 2	<u>35,072.94</u>
TOTAL AMOUNT LEVEL 3	<u>9,351.88</u>
TOTAL AMOUNT LEVEL 4	<u>284.57</u>
TOTAL AMOUNT LEVEL 9	<u>0.00</u>
<b>GRAND TOTAL</b>	<b><u>\$62,378.60</u></b>

**JOB # T2019**

TOTAL AMOUNT LEVEL 0	<u>0.00</u>
TOTAL AMOUNT LEVEL 1	<u>0.00</u>
TOTAL AMOUNT LEVEL 2	<u>0.00</u>
TOTAL AMOUNT LEVEL 3	<u>0.00</u>
TOTAL AMOUNT LEVEL 4	<u>0.00</u>
TOTAL AMOUNT LEVEL 9	<u>0.00</u>
<b>GRAND TOTAL</b>	<b><u>\$0.00</u></b>

**JOB # T2003 NON MEDICAL TRANSPORTATION ONLY**

TOTAL AMOUNT LEVEL 9	<u>306.00</u>
TOTAL AMOUNT LEVEL 10	<u>0.00</u>
<b>GRAND TOTAL</b>	<b><u>\$306.00</u></b>









Brian Sandoval  
Governor

James R. Wells, CPA  
Director



Paul Nicks  
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: November 27, 2017

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

From: Laura E. Freed, Executive Branch Budget Officer  
Governor's Finance Office

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.

**PUBLIC EMPLOYEES BENEFITS PROGRAM**

Agenda Item Write-up:

The Public Employees Benefits Program (PEBP) requests approval to pay \$176,469.34 from the PEBP operating budget for the increased per participant per month fees for FY 2017 for PEBP participants located out of state, or those accessing medical services out of state. **(This item relates to Contract #50 under Agenda Item 11.)**

Additional Information:

A new subcontractor was selected to provide PPO network access to out of state PEBP participants, as well as those living in Nevada but accessing medical services out of state, beginning in FY 2017. Though the new subcontractor provided savings to the program, the fee schedule increased per participant per month. However, the contract was not amended to reflect the revised fee schedule. The PEBP paid vendor HealthScope at the revised fee schedule in error. If the Board approves the stale claim, PEBP will likely reclassify this revenue as a prior year revenue for this fiscal year in

order to maintain proper accounting. If the Board were to disapprove the claim, HealthScope would owe PEBP a refund. This stale claim request relates to Amendment #2 to CETS contract 13330 on the agenda.

Statutory Authority:

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BOE approval required pursuant to NRS 353.097(4).

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

# STALE CLAIM REQUEST

To: Laura Freed  
Governor's Finance Office, Budget Division

Date: 14 Nov 17

From: Celestena Glover, Chief Financial Officer  
Public-Employees' Benefits Program

Subject: Stale Claim for State Fiscal Year 2017

The attached invoice is a valid claim for expenditures incurred in the above indicated fiscal year. We have reviewed and reconciled all the associated billing and payment records for this claim, and our research verifies that this is an open and valid claim against the state and that claim was not paid in the indicated fiscal year or any subsequent fiscal year. A copy of this analysis and the supporting documentation is attached for your review. Please review and provide your authorization to pay this stale claim as indicated below:

Vendor/Employee Name: HealthSCOPE Benefits

Vendor/Employee Number: T29028424 Invoice Term Date: Contract Term 6/30/2020

Invoice Number: Contract #13330 Invoice/Claim Amount: \$176,469.34

**Coding from original obligation**

Fund	Budget	Category	Amount
625	1338	10	\$176,469.34
<b>Total</b>			\$176,469.34

**Coding used to pay Stale Claim**

Fund	Budget	Category	Amount
625	1338	10	\$176,469.34
<b>Total</b>			\$176,469.34

Request to pay from current fiscal year account? YES  NO

-If yes, full or partial payment from current year funds? FULL  PARTIAL

-If partial payment from current year funds, how much? (Provide details below) \$

Is a current Stale Claim Declining Balance Log included in the attachments? YES  NO

**Explanation: Reason (Justification or Detail) for Stale Claim/Funding Allocations/Attachments:**

A new subcontractor was selected to provide PPO network access beginning in July 2016. This change resulted in an increase to the contract fee schedule, however it provided significant savings to PEBP and its members. PEBP recently prepared an amendment to the contract to extend the expiration date and at that time realized the oversight in that an amendment was not completed to change the fee schedule. PEBP paid the increased fees at the time they were incurred.

**Celestena Glover** Digitally signed by Celestena Glover  
Date: 2017.11.15 08:47:42 -08'00'

**Signature (Agency Fiscal Approval)**

**BOARD OF EXAMINERS /BUDGET DIVISION USE ONLY**

**Approval for payment from**

Fund  B/A

---

Budget Analyst \_\_\_\_\_ Date \_\_\_\_\_

---

Clerk of the Board \_\_\_\_\_ Date \_\_\_\_\_

Note: Claims from the General Fund Stale Claims account over \$50,000 require BOE approval

**HSB Contract Stale Claim Calc**

	<b>OS PPO</b>	<b>FY17 IS PPO</b>	<b>Total Stale</b>
New	16.48	2.70	<b>\$ 176,469.34</b>
Old	<u>(5.50)</u>	<u>(2.50)</u>	
Diff	<u><u>10.98</u></u>	<u><u>0.20</u></u>	

7/1/2016	947	10,398.06	20,977	4,195.40
8/1/2016	952	10,452.96	21,135	4,227.00
9/1/2016	952	10,452.96	21,297	4,259.40
10/1/2016	959	10,529.82	21,340	4,268.00
11/1/2016	944	10,365.12	21,481	4,296.20
12/1/2016	945	10,376.10	21,573	4,314.60
1/1/2017	928	10,189.44	21,510	4,302.00
2/1/2017	945	10,376.10	21,489	4,297.80
3/1/2017	951	10,441.98	21,634	4,326.80
4/1/2017	952	10,452.96	21,712	4,342.40
5/1/2017	946	10,387.08	21,765	4,353.00
6/1/2017	942	10,343.16	22,605	4,521.00
		<b><u>\$ 124,765.74</u></b>		<b><u>\$ 51,703.60</u></b>



STATE OF NEVADA  
**PUBLIC EMPLOYEES' BENEFITS PROGRAM**

901 S. Stewart Street, Suite 1001  
Carson City, Nevada 89701  
Telephone (775) 684-7000 (800) 326-5496



BRIAN SANDOVAL  
Governor

Fax (775) 684-7028

www.pebp.state.nv.us

DAMON HAYCOCK  
Executive Officer

PATRICK CATES  
Board Chairman

Memorandum

**DATE:** November 9, 2017  
**TO:** James Wells, Clerk of the Board  
Board of Examiners  
**CC:** Laura Freed, Budget Analyst  
**FROM:** Celestena Glover, Chief Financial Officer *Celestena A. Glover*  
**SUBJECT:** Stale Claim Payment

The Public Employees' Benefits Program (PEBP) requests approval to pay \$176,469.34 due to a change in the fee schedule for the National Preferred Provider Organization (PPO) Network Services contract with HealthSCOPE Benefits. A new subcontractor was selected to provide PPO network access beginning in July 2016. This change resulted in an increase to the contract fee schedule, however it provided significant savings to PEBP and its members.

PEBP recently prepared an amendment to the contract to extend the expiration date and at that time realized the oversight in that an amendment was not completed to change the fee schedule. There was no change to the scope of the contract at that time and there was sufficient authority within the contract to pay for the services. The contract extension amendment includes the change in the fee schedule.

Please let me know if you have any questions.

Brian Sandoval  
Governor

James R. Wells, CPA  
Director




Paul Nicks  
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: November 27, 2017

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

From: Katrina Nielsen, 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 – VICTIMS OF CRIME FISCAL YEAR 2018 1ST QUARTER REPORT AND FISCAL YEAR 2018 2ND QUARTER RECOMMENDATION.**

Agenda Item Write-up:

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

The 1<sup>st</sup> quarter Fiscal Year 2018 Victims of Crime Program report states all approved claims were resolved totaling \$2,968,983.86 with \$1,208,128.99 paid out of the Victims of Crime Program account and \$1,760,854.87 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at \$4.3 million to help defray crime victims' medical costs.

Based on these projections, the Victims of Crime Program recommends paying Priority



One, Two and Three claims at 100% of the approved amount for the 2<sup>nd</sup> quarter of fiscal year 2018.


Additional Information:

There have been 2,737 applications related to the Route 91 Harvest Music Festival tragedy to-date with more anticipated. Currently, the financial impact is anticipated to be in excess of \$14 million. Additional federal grant funding is expected to offset related expenses.

A work program transferring \$6.9 million from Reserve to the Victims Payments category is currently pending approval at the December Interim Finance Committee meeting.

Statutory Authority:

NRS 217.260

REVIEWED: 
ACTION ITEM: _____

Brian Sandoval  
Governor

STATE OF NEVADA



James Wells  
Clerk, Board of  
Examiners

Michelle Morgando.  
Coordinator, VOCP

DEPARTMENT OF ADMINISTRATION  
VICTIMS OF CRIME

2200 S Rancho Dr., #210-A  
Las Vegas, Nevada 89102  
Fax (702) 486-2825  
(702) 486-2740

November 22, 2017

To: James Wells, Clerk, Board of Examiners  
Through: Patrick Cates, Director of Administration  
From: Michelle Morgando, Coordinator, Victims of Crime Program  
Re: VOCP 1<sup>st</sup> Quarter FY 2018 Report, and 2<sup>nd</sup> Quarter FY 2018 Recommendation

NRS 217.260 requires the Board of Examiners to estimate available revenue and anticipated claim costs each quarter. The VOCP pays claims in accordance with the policies adopted by the Board pursuant to NRS 217.130. When a vendor accepts a payment reduced pursuant to these policies, NRS 217.245 provides that the claim is deemed paid in full. Claims are categorized as to their priority; and Claims categorized as the highest priority are paid, in whole or in part, before other claims.

Priority One and Two claims are paid weekly during the quarter, and accrued Priority Three claims are paid at the end of each quarter. Priority One and Two claims are bills for current medical treatment, lost wages, funeral expenses, counseling, etc. Priority Three claims are bills the applicant owed prior to claim acceptance such as hospital emergency room and related bills. The VOCP pays the "approved" amount, which is the amount approved for payment after bill review and application of fee schedules or other payment adjustments pursuant to Board policies.

Payments by Priority - 1st Quarter FY 2018				
Type of Expense	Number of Bills	Total Victim Bills Submitted	Amount Saved by Bill Review	Amount Paid to Providers
Priority 1 & 2 Payments	1353	1,181,241.12	265,219.57	916,021.55
Pending Priority 3 Payments	221	1,787,742.74	1,495,635.30	292,107.44
Total 1st Quarter Payments	1574	\$2,968,983.86	\$1,760,854.87	\$1,208,128.99

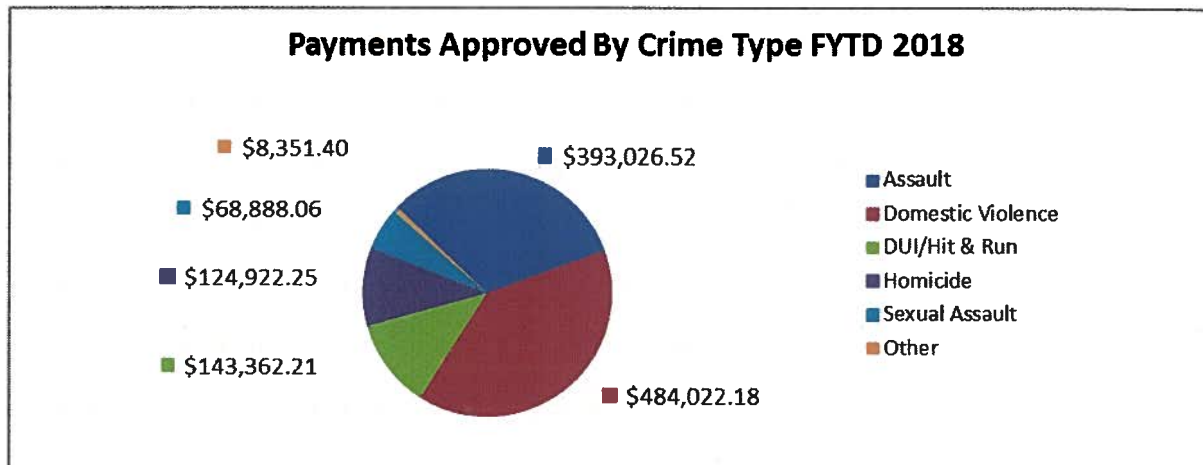
## Claim Payments

The following chart shows claim payments made in FYTD 2018 by benefit type. As this chart shows, the VOCP satisfied \$2,968,983.86 in victim-medical bills and claims for \$1,208,128.99 of available funding. After bill review and application of Board Policies we have had a total savings of \$1,760,854.87 over the billed amount in fiscal year-to-date 2018.

Payment Amounts by Type Fiscal Year-to-Date 2018				
Type of Expense	Number of Bills	Total Victim Bills Submitted	Amount Saved by Bill Review	Amount Paid to Providers
Chiropractic/Physical Therapy	36	35,281.14	10,487.67	24,793.47
Counseling	477	129,577.11	28,514.75	101,062.36
Survivor Benefits	19	12,600.00	0.00	12,600.00
Dental	30	57,682.18	18,768.83	38,913.35
Discretionary*	371	310,526.70	874.07	309,652.63
Funeral Expense	36	111,795.54	0.00	111,795.54
Lost Wages	100	92,174.10	722.39	91,451.71
Medical - Hospital	114	1,737,150.56	1,541,778.04	195,372.52
Medical - Other	325	463,748.72	159,271.68	304,477.04
Prescription	41	4,291.49	0.00	4,291.49
Vision	25	14,156.32	437.44	13,718.88
<b>Total Payments YTD FY2017</b>	<b>1574</b>	<b>\$2,968,983.86</b>	<b>\$1,760,854.87</b>	<b>\$1,208,128.99</b>
*Discretionary payments include: Relocations, Temporary Housing, Crime Scene Clean-up, etc.				
*Totals subject to change based on stale and stopped payments, lost checks, and reclassified bill types.				

## Victim Payments by Crime Type

The following pie chart shows amounts approved for payment by crime type for fiscal year-to-date 2018.



## Financial Review

The chart below shows projected revenues and fund balances, including reserves for FY 2018, and recommendations for 2<sup>nd</sup> quarter FY 2018 based on projections. These projections of revenue and anticipated expenses are used for purposes of determining compliance with NRS 217.260 and policies of the Board.

<b>Financial Position and Second Quarter 2018 Projections</b>	
Projected Funds Available for Payments FY18 Less 45 Day Reserves	\$13,953,632.05
1st Quarter Priority 1 & 2 Payments	\$916,021.55
1st Quarter Priority 3 Payments	\$292,107.44
Total 1st Quarter 2018 Payments	\$1,208,128.99
Projected Funds Available for Remainder of FY18 Less 45 Day Reserves	\$12,745,503.06
Projected Payments 2nd Quarter FY18 *	\$4,930,866.85
Projected Funds Available after 2nd Quarter Payments	\$7,814,636.21
<b>Recommended Priority 3 Payment Percentage 2nd Quarter FY18</b>	<b>100%</b>
*Based on average of last 6 quarterly periods plus estimated impact of AB 122, DNA testing and Route 91 Shooting	

As required, a 45 day operating expense reserve of \$1,636,959.95 is maintained to cover up to 45 days of victim's claims and administrative expenses.

The Route 91 Harvest Music Festival tragedy has, and will have, an extraordinary impact on this program. In 45 days we have received and processed 2,737 claims for victims of this tragic event, and new applications are arriving daily. At this time we have received 1,154 claims from people claiming some level of injury, 54 homicide claims, and 1,525 PTSD claims. The number of claims continues to grow as concert attendee's learn about the program through the media and the various outreach efforts currently being conducted by various agencies. We currently are projecting our total expense on these claims to reach \$14 million over the life of the claims. Fortunately, we expect to obtain additional federal grant funding to offset these extraordinary expenses.

We have submitted a Work Program requesting \$6,947,802 in authority be transferred from Reserve to Victim Payments. This should be sufficient to cover our expenses until the expected additional grant funds are received. At the beginning of fiscal year 2018, our Reserves stood at \$12.6 million. We anticipate Revenues of \$5 million for FY 2018. Approval of our Work Program C41992 will provide us with the authority necessary to pay up to \$13.2 million in expenses, which will leave us with \$4.3 million in Reserves.

Transferring authority from our current Reserves allows the program to pay all currently projected claims while waiting for additional grant funding, without reducing the payments made by our program.

### **Recommendation**

We are projecting Priority One and Two payments totaling **\$847,162.74** and projected Priority Three payments totaling **\$316,535.74** for the 2<sup>nd</sup> quarter. We estimate additional expenses totaling ~~**\$314,223.00**~~ may be incurred related to AB 122 and DNA testing, and expenses related to the Route 91 tragedy could climb to **\$3,500,000.00**, which would bring our total expenses to **\$4,930,866.85** for the 2<sup>nd</sup> quarter.

After reserving **\$1,636,959.95** for 45 days operating expenses, our budget shows VOCP revenues and reserves available for 3<sup>rd</sup> quarter total **\$7,814,636.21**.

Based on these projections the VOCP recommends paying Priority One and Two and Three claims at **100%** of the approved amount for the 2<sup>nd</sup> quarter of FY 2018.

Brian Sandoval  
Governor

James R. Wells, CPA  
Director




Paul Nicks  
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: November 2, 2017

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

From: Melanie Young, Executive Branch Budget Officer  
Governor's Finance Office

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:	Matt Moonin
Claim No.:	TC 18257
Settlement Amount:	\$225,000
Date of Loss:	February 24, 2011

Additional Information:

A settlement agreement and release of all claims has been entered into the amount of \$225,000 for claimant Matt Moonin. The funds are to be distributed in the amount of \$150,000 to Matt Moonin and \$75,000 to Ken McKenna, Counsel for Plaintiff.

**Statutory Authority:**

SAM 2905 and NRS 41.036

REVIEWED: my

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

ADAM PAUL LAXALT  
*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:** Laura E. Freed, Executive Branch Budget Officer  
**From:** Nancy Katafias, Tort Claims Manager  
**Subject:** BOE Agenda Submittal  
TC 18257 Moonin, Matt  
**Date:** October 30, 2017

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Please place the following item on the December 12, 2017 Board of Examiner's (BOE) agenda. Upon BOE approval, this item will be paid out of Budget 1348, category 15.

**Claimant:** Matt Moonin  
**Claim No.:** TC 18257  
**Settlement Amount:** \$225,000.00

**Payable as follows:**

Matt Moonin	\$150,000.00
Ken McKenna, Counsel for Plaintiff	\$75,000.00



## TORT CLAIM RECOMMENDATION

DATE: October 23, 2017  
CLAIMANT: Matt Moonin  
CLAIM NUMBER: TC18257  
DATE OF LOSS: February 24, 2011  
AGENCY: DPS/NHP

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### DISCUSSION

In the lawsuit (3:12-cv-00353-LRH-VPC) filed against the Department of Public Safety/Nevada Highway Patrol (NHP), three NHP employees alleged mismanagement of the NHP K9 program. Their lawsuit contained 13 causes of action against the State and included numerous employees. All actions except 2 were dismissed with one of the remaining actions regarding plaintiff Moonin. The other remaining action was in regards to a claim of trespass by plaintiff Erik Lee. The claim for trespass was settled with the payment of \$20,000.

In Mr. Moonin's First Amendment 'prior restraint' claim, he made allegations that he was prohibited from discussing the K9 program with any non-departmental entity or person outside of law enforcement. The Federal Court granted summary judgment to the plaintiff on this allegation. The State appealed the summary judgment motion to the 9<sup>th</sup> Circuit who affirmed the decision of the Federal Court. The issue regarding damages would have been decided by a jury.

Because summary judgement was granted, even with an award of nominal damages, Mr. Moonin would have been entitled to attorney fees. It was estimated that attorney fees, up through the trial for damages, would have totaled at least \$175,000.

Jury verdict research found awards in this type of case were at a range of nominal damages of \$1.00 to \$1.0 million.

To avoid the cost of continued litigation, the continued accrual of opposing counsel attorney fees and the potential for a large jury verdict, this case was settled in the amount of \$225,000.

### RECOMMENDATION

It is recommended that the claim be paid in the amount of \$225,000 with \$75,000 to Mr. McKenna for attorney fees and \$150,000 to Mr. Moonin.

**RECOMMENDATION: PAY**

G/L 7355

\$150,000.00

Matt Moonin  
c/o Ken McKenna, Attorney at Law  
544 W First St  
Reno NV 89503

G/L 7357

\$75,000.00

Ken McKenna, Attorney at Law  
544 W First St  
Reno NV 89503

Approved:

Nancy Kafafias  
NANCY KATAFIAS, CLAIMS MANAGER

10/23/17  
DATE

K. D. Bhirud  
KETAN D. BHIRUD, GENERAL COUNSEL

10/24/17  
DATE

RECEIVED OCT 25 2017

## SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("Agreement") is made and entered into by MATT MOONIN ("Plaintiff") on behalf of himself and his heirs, executors, administrators, personal representatives, successors, agents, and assigns, and KEVIN TICE ("Defendant") on behalf of himself and his heirs, executors, administrators, personal representatives, successors, agents, and assigns, as well as the State of Nevada *ex rel.* its Department of Public Safety on behalf of itself and its affiliated entities, and its past and present officers, directors and employees, agents, insurers, reinsurers, attorneys, successors, assigns, and their employee benefit plans and programs and their administrators and fiduciaries (collectively "Releasees"). This Agreement and Release also may refer to the Plaintiff and Defendant as "the Parties" or "Party." The parties execute this Agreement and Release in exchange for the good and valuable consideration set forth herein, which, absent this Agreement and Release, neither party is obligated to provide to the other, and the adequacy of which is hereby acknowledged.

### RECITALS

This matter arises out of an employment dispute between Plaintiff and Defendant. Plaintiff alleges that his constitutional rights under the First Amendment were violated on or about February 24, 2011. Plaintiff filed an action entitled, "*Matt Moonin, et al., v. Kevin Tice, et al.*," United States District Court, District of Nevada Case No. 3:12-cv-00353-LRH-VPC (the "Action").

To settle their dispute and avoid the costs and inconvenience of further litigation, the Parties have negotiated a settlement of the Action, the terms of which are set forth below. The parties agree to perform each of the terms and conditions as stated herein, and to abide by the terms of this Agreement and Release as follows:

### AGREEMENT

1. **Consideration.** In consideration of the commitments made herein, and subject to the performance by the Parties of their respective obligations hereunder, the Parties agree that:
  - a. Defendant shall pay to Plaintiff the sum of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) (the "Payment") as compensation for all alleged damages and for a complete resolution of this matter. Said sum is contingent upon approval of this Agreement and Release by the Nevada Board of Examiners.
  - b. Defendant shall pay the sum of Seventy-Five Thousand Dollars and No Cents (\$75,000.00) for all attorney's fees and costs incurred in this Action. Said sum is contingent upon approval of this Agreement and Release by the Nevada Board of Examiners.
  - c. Upon timely receipt by Defendant's counsel of a fully executed copy of this Agreement and Release, the State will cause this Agreement and Release to be placed on the agenda for the Nevada Board of Examiners' December 12, 2017 meeting.
  - d. Within two (2) weeks of approval by the Nevada Board of Examiners and after receipt by the Defendant's counsel of a fully executed Stipulation for Dismissal with Prejudice entered by the Court, payment will be delivered to Plaintiff's counsel, by checks payable to Ken McKenna, Esq. as full and complete settlement of any and all claims for monetary relief, costs and attorney's fees, as alleged in United States

District Court Case No. 3:12-cv-00353-LRH-VPC, provided Plaintiff and/or Plaintiff's counsel have delivered completed vendor registration or Vendor Information Update and Tort Claim Supplement to Defendant's attorney. The Defendant makes no representation as to the taxability of the Payment.

- e. Plaintiff agrees to dismiss his Action (Case No. 3:12-cv-00353-LRH-VPC) with prejudice, and agrees to waive any and all claims raised in the litigation.
- f. Plaintiff agrees and understands that he will not be eligible for rehire with the Nevada Department of Public Safety.

2. **No Consideration Absent Execution and Fulfillment of this Agreement.** Plaintiff agrees and understands that the Defendant has no obligation to pay the consideration in Paragraph 1 unless Plaintiff signs this Agreement and follows its terms, including entry by the Court of a dismissal with prejudice as to this entire action as it pertains to Plaintiff Moonin.

3. **Waiver and Release by Plaintiff.** Plaintiff hereby voluntarily and irrevocably releases, acquits, forever discharges, and waives any and all claims and causes of action Plaintiff may have against Defendant, the State of Nevada ex rel. its Department of Public Safety, its employees, agents and/or assigns, that may have arisen during Plaintiff's employment with the Department of Public Safety. This Agreement and Release is entered into as a resolution of all claims among the parties and their agents and/or assigns arising out of the circumstances giving rise to the Action.

4. **General Release of Claims Against Releasees.** Plaintiff agrees and understands this Agreement provides a full and final general release covering all known and unknown and anticipated and unanticipated injuries, debts, or damages which may have arisen, or which may arise, connected with all matters from the beginning of time to the date of this Agreement, as well as those injuries, debts, claims or damages now known or disclosed which may have arisen, as described above or otherwise. Plaintiff acknowledges that he has been advised, and that he understands, that except as is expressly provided herein, Plaintiff knowingly and voluntarily relinquishes any and all rights he may have to recover damages from the Defendant and Releasees, whether in Plaintiff's own lawsuit or proceeding or in a lawsuit or proceeding instituted by another person, a representative action or action brought by another individual, entity or agency with respect to any claim or cause of action of any type arising or which may have arisen at any time prior to the effective date of this Agreement.

5. **Agreement Contingent on Dismissal of Entire Action With Prejudice.** This Agreement is contingent upon the execution of this Settlement Agreement and Release by the parties, and the execution, filing and Court entry of a dismissal with prejudice of the entire Action as to the Defendant. Within three (3) business days after approval of this Agreement, Plaintiff hereby authorizes and directs his attorneys of record to enter a dismissal with prejudice as to his Complaint against the Defendant pending in United States District Court Case No. 3:12-cv-00353-LRH-VPC.

6. **Acknowledgements and Affirmations.** Plaintiff affirms he has not filed, caused to be filed, or presently is a party to any claim against the Defendant, except the Action. Plaintiff represents and warrants that: (i) no other person or entity has, or has had, any interest in the claims, demand, obligations, or causes of action referred to in this Agreement and Release; (ii) Plaintiff has the sole right and exclusive authority to execute this Agreement and Release; and (iii) Plaintiff has not sold, assigned, transferred or conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement. Plaintiff warrants that if such assignment or transfer

has occurred, he will indemnify and hold the Defendant harmless from and against any claims based on or arising out of any such assignment or transfer purported or claimed.

7. **Governing Law.** This Agreement and Release is made and entered into in the State of Nevada, and in all respects shall be governed, interpreted, and enforced under Nevada law.

8. **Venue and Attorneys' Fees and Costs of Enforcement of This Agreement.** Each Party to this Agreement agrees that they shall bear their own attorneys' fees and costs. However, if any Party breaches the terms of this Agreement and Release, the Parties agree that such and any dispute regarding this Agreement and Release will be resolved in the United States District Court, for the District of Nevada. The Parties further agree that the prevailing Party will be entitled to reasonable attorneys' fees and costs relating to that enforcement action.

9. **No Admissions.** The Parties agree that neither this Agreement and Release nor the furnishing of the consideration for this Agreement and Release shall be deemed or construed at any time for any purpose as an admission of any (a) liability or wrongdoing, (b) violation of any federal, state, or local law or regulation, (c) breach of contract, (d) commission of any tort, or other civil wrong on the part of either Party.

10. **Waiver of Breach.** If Plaintiff or the Defendant fails to enforce this Agreement and Release or to insist on performance of any term, that failure does not mean a waiver of that term or of the Agreement and Release. The Agreement and Release remains in full force and effect anyway.

11. **Amendment.** This Agreement and Release may only be changed in writing signed by the Parties.

12. **Severability.** If any provision contained in this Agreement and Release is held to be unenforceable by a court of law or equity, this Agreement and Release 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 Agreement and Release unenforceable so long as the Parties' intent can be fulfilled under the remaining enforceable provisions.

13. **Entire Agreement.** This Settlement Agreement and Release of All Claims sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties. Plaintiff acknowledges that he has not relied on any representations, promises, or agreements of any kind made to Plaintiff in connection with Plaintiff's decision to accept this Agreement and Release, except for those set forth in this Agreement and Release.

14. **Voluntary Execution.** This Agreement and Release is freely and voluntarily executed by the Parties. Plaintiff and Defendant further represent that this Agreement and Release is not executed under duress.

15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one single instrument. Where convenient for the Parties to do so, the signed signature pages may be facsimile or electronic transmissions. The Parties agree their signatures on the facsimile or electronic transmissions shall be fully binding upon them in the same manner as if the Parties had each signed the same original document.

16. **Taxes.** Plaintiff is and shall be solely responsible for all federal, state and local taxes that may be owed by Plaintiff by virtue of the receipt of any portion of the monetary payment provided under this Agreement and Release. Plaintiff agrees to indemnify and hold Defendant harmless from any and all liability, including, without limitation, all penalties, interest and other costs that may be imposed by the Internal Revenue Service or other governmental agencies regarding any of Plaintiff's tax obligations that may arise from the monetary consideration made to Plaintiff under this Agreement and Release.

17. **Money Owed by Plaintiff.** Plaintiff further agrees and understands that any and all persons including, but not limited to, attorneys, experts, consultants, doctors, hospitals, medical providers, insurance companies and employers who have or may have a subrogated interest in or lien upon any of the money paid as a result of this settlement, will be paid and satisfied from the money or property herein received or from Plaintiff's personal funds, and that any such persons shall have no cause of action or any nature against Defendant or the Releasees for any such subrogated claim or lien interest. In the event that any such party should assert any claim against Defendant or the Releasees arising from a subrogated interest in or lien arising or resulting from or connected to their state employment, Plaintiff agrees to defend, indemnify and hold harmless the Defendant and/or the Releasees from any demands, claims, suits or actions brought by any person or entity arising out of a subrogated interest or lien.

18. **Reference to this Agreement in Other Proceedings.** The parties acknowledge that this Agreement and Release is based upon the unique circumstances and mitigating factors involved in this matter, and shall not be considered in any proceeding by any other employee of the Nevada Department of Public Safety in any legal or administrative action for any purpose whatsoever.

19. **Unknown Claims.** Plaintiff acknowledges and understands that he may hereafter discover claims or facts in addition to or different from those which he now knows or believes to exist with respect to the subject matter of this Agreement and Release, and which if known or suspected at the time of execution, may have materially affected this Agreement and Release. Nevertheless, Plaintiff hereby waives any right, claim or cause of action that might arise against Defendant as a result of such different or additional claims or facts. Plaintiff acknowledges that he understands the significance and consequence of his release and specific waiver of all known and unknown claims.

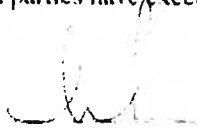
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20. **Binding Agreement.** The terms of this Agreement and Release are contractual and not mere recitals. The terms of this Agreement shall be binding upon all Parties and shall inure to the benefit of the Parties hereto and their respective heirs, successors, representatives, and assigns.

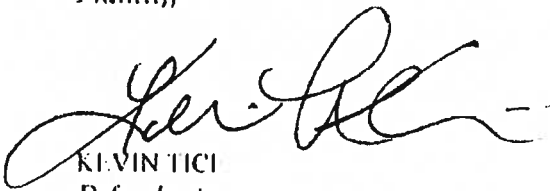
BY SIGNING BELOW, THE PARTIES REPRESENT THAT THEY HAVE COMPLETELY AND CAREFULLY READ THE TERMS OF THIS AGREEMENT. THE PLAINTIFF ACKNOWLEDGES THAT THE TERMS OF THIS AGREEMENT ARE WRITTEN IN A MANNER DESIGNED TO BE UNDERSTOOD BY HIM, AND THAT HE HAS HAD THE OPPORTUNITY TO REVIEW THEM WITH COUNSEL OF HIS CHOOSING AND FULLY UNDERSTANDS THEM AND VOLUNTARILY ACCEPTS 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 MAY HAVE AGAINST DEFENDANT, AS DESCRIBED MORE FULLY ABOVE.

IN WITNESS WHEREOF, the above-named parties have executed this Agreement and Release.

DATED this 18<sup>TH</sup> day of October, 2017


  
MATT MOONIN  
Plaintiff

DATED this 18<sup>TH</sup> day of October, 2017

  
KEVIN TICE  
Defendant


APPROVED AS TO FORM AND CONTENT

DATED this 18<sup>TH</sup> day of October, 2017

  
KEN MCKENNA, ESQ.  
Attorney for Plaintiff Matt Moonin

ADAM PAUL LAXALT,  
Attorney General

DATED this 18<sup>TH</sup> day of October, 2017

By:   
CAMERON P. VANDENBERG  
Chief Deputy Attorney General  
Attorneys for Defendant Kevin Tice

# LEASES SUMMARY

BOE #	LESSEE	LESSOR	AMOUNT
1.	NEVADA STATE BOARD OF EXAMINERS FOR MARRIAGE AND FAMILY THERAPISTS	JMTA INVESTMENTS, LLC	\$49,508
	<b>Lease Description:</b>	This is a lease renewal to extend the existing lease.	
	<b>Term of Lease:</b>	01/01/2018 – 12/31/2020	Located in Las Vegas
2.	NEVADA CERTIFIED COURT REPORTERS BOARD	KFRE OFFICE SUITES, LLC	\$14,255
	<b>Lease Description:</b>	This is a lease renewal to extend the existing lease.	
	<b>Term of Lease:</b>	02/01/2018 – 1/31/2021	Located in North Las Vegas
3.	DEPARTMENT OF EDUCATION	TANGLEWOOD, LLC	\$233,704
	<b>Lease Description:</b>	This is a lease renewal to extend the existing lease.	
	<b>Term of Lease:</b>	02/01/2018 – 09/30/2020	Located in Carson City
4.	GAMING CONTROL BOARD	9790 GATEWAY, LLC	\$1,814,616
	<b>Lease Description:</b>	This is a lease renewal to extend the existing lease.	
	<b>Term of Lease:</b>	03/01/2018 – 02/28/2025	Located in Reno
5.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF HEALTH CARE FINANCING AND POLICY	WINDSOR WEST VENTURES, LLC	\$338,844
	<b>Lease Description:</b>	This is a Full Service relocation lease to include tenant improvements in order to accommodate the Agency with a more efficient space.	
	<b>Term of Lease:</b>	01/01/2018 – 12/31/2022	Located in Reno



Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Nevada State Board of Examiners for Marriage and Family Therapists  
P.O. Box 370130  
Las Vegas, Nevada 89137  
Quinn Kennedy  
(702) 215-1246 Fax: (702) 486-7258 mftbd@mftbd.nv.gov

Remarks: Leasing Services has negotiated a thirty-six (36) month lease, converting from a month to month lease, to secure rate and space for long term Agency use.

Exceptions/Special notes:

2. Name of Lessor: JMTA Investments, LLC

3. Address of Lessor: c/o Sun Property Management  
6140 Bret Thurman Way, Suite 140  
Las Vegas, Nevada 89148

4. Property contact: Sun Property Management  
Stephany Paleczny  
(702) 968-7331 Cell (702) 756-9116 Fax (702) 410-8407 stephanyp@sunpm.net

5. Address of Lease property: 7324 West Cheyenne Avenue, Suite 9  
Las Vegas, Nevada 89129

a. Square Footage:  Rentable  
 Usable 893

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$375.00	1	\$375.00	January 1, 2018 - January 31, 2018	\$0.42
\$1,402.01	11	\$15,422.11	February 1, 2018 - December 31, 2018	\$1.57
\$375.00	1	\$375.00	January 1, 2019 - January 31, 2019	\$0.42
2% \$1,432.82	11	\$15,761.02	February 1, 2019 - December 31, 2019	\$1.60
2% \$1,464.55	12	\$17,574.60	January 1, 2020 - December 31, 2020	\$1.64
c. Total Lease Consideration:		36	\$49,507.73	

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 CAM's only

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: B014

6. Purpose of the lease: To house the Board of Examiners for Marriage and Family Therapists

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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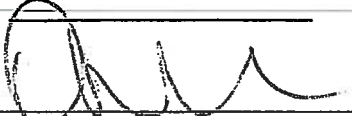
NOV 07 2017

**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.**

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

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

  
Authorized Agency Signature

10/18/2017  
Date


For Public Works Information:

**8. State of Nevada Business License Information:**

a. Nevada Business ID Number:	<u>NV20051579131</u>	Exp:	<u>8/31/2018</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 checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
e. Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	<u>Board Paid</u>			

**9. Compliance with NRS 331.110, Section 1, Paragraph 2:**

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO


  
Authorized Signature

11-7-17  
Date

Public Works Division

<sup>PS</sup>  
w For Board of Examiners  YES  NO

*Bm*

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	

**REAL PROPERTY (FOR BOARDS AND COMMISSIONS)  
OR STORAGE LEASE INFORMATION**

1. Agency (Lessee): State of Nevada Certified Court Reporters Board

Purpose: Board office lease.

Exceptions/Special Lease Terms: None

2. Name of Landlord (Lessor): KFRE Office Suites, LLC

3. Address of Landlord: 3900 S. Hualapai Way, Suite 200  
Las Vegas, Nevada 89147

4. Property Contact: Marvel Tilghman  
Office: 702-853-7009  
Email: marvelt@logicCRE.com

5. Address of Lease Property: 5135 Camino Al Norte, Suite #270  
North Las Vegas, Nevada 89031

a. Square Footage or Unit Description: 252 Square feet

b. Cost:

Cost Per Month	# of Months in Time Frame	Cost Per Year	Time Frame	Cost/Square Foot
\$384.31	1-12	\$4,611.72	2/1/18 - 1/31/19	\$1.53
\$395.84	13-24	\$4,750.08	2/1/19 - 1/31/20	\$1.57
\$407.71	25-36	\$4,892.52	2/1/20 - 1/31/21	\$1.62

Increase %

c. Total Lease Consideration: 14,254.32

d. Option to Renew:  Yes  No Renewal Terms:

e. Holdover Notice: # of Days Required Holdover Terms:

f. Term: 2/1/18 - 1/31/21

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:

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



For Budget Division Use Only	
Reviewed by: <i>K. Nelson</i>	<i>11/17/17</i>
Reviewed by: <i>SP</i>	<i>11/17/17</i>
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 Education  
700 East Fifth Street  
Carson City, Nevada 89701  
Andrea McCalla  
Telephone: 775.687.9169 Fax: 775.687.9190 email: ammccalla@doe.nv.gov

Remarks: Leasing Services negotiated to remain at the current lease rate with a zero (0) percent increase for the entirety of the thirty two (32) month extension.

Exceptions/Special notes: Landlord to provide new paint in entire suite.

2. Name of Lessor: Tanglewood, LLC

3. Address of Lessor: c/o Eugene Burger Management Corporation  
5011 Meadowood Mall Way, Suite 200  
Reno, Nevada 89502

4. Property contact: Kelly Siefert  
Telephone: 775.826.5970 x108 Fax: 775.828.2677 email: kellysiefert@ebmc.com

5. Address of Lease property: 755 North Roop Street, Suite 201  
Carson City, Nevada 89701

a. Square Footage:  Rentable  Usable 5,575

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$7,303.25	12	\$87,639.00	February 1, 2018 - January 31, 2019	\$1.31
0% \$7,303.25	12	\$87,639.00	February 1, 2019 - January 31, 2020	\$1.31
0% \$7,303.25	8	\$58,426.00	February 1, 2020 - September 30, 2020	\$1.31

Increase %

c. Total Lease Consideration: 32 \$233,704.00

d. Option to renew:  Yes  No 30 Renewal terms: One Identical Term

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

f. Term: Thirty Two (32) Months

g. Pass-thrus/CAM/Taxes  Landlord  Tenant

h. Utilities:  Landlord  Tenant

i. Janitorial:  Landlord  Tenant  3 day  5 day  Rural 3 day  Rural 5 day  Other (see special notes)

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

k. Comparable Market Rate: \$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: 2720

6. Purpose of the lease: To house the Department of Education

7. This lease constitutes:

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

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

**RECEIVED**  
NOV 16 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 Date 11.15.17

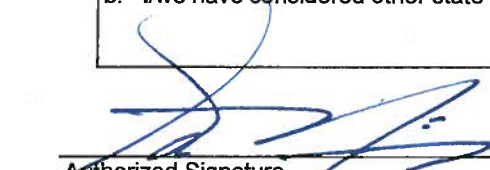
For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20021163976</u>	Exp:	<u>12/31/2017</u>	30
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>T81096440</u>			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

 \_\_\_\_\_  
Authorized Signature Date 11-15-17  
Public Works Division

*Wos*  
*BM* For Board of Examiners  YES  NO

For Budget Division Use Only	
Reviewed by:	LA 11/13/17
Reviewed by:	20 11/15/17
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:	Nevada Gaming Control Board P.O. Box 8003 Carson City, Nevada 89702 Mary Ashley 775-684-7701 Fax: 775-684-5817 mashley@gcb.nv.gov				
Remarks:	This lease was negotiated at below the market rates and includes free rent for the first two (2) months, abating \$41,110.00 in-rent.				
Exceptions/Special notes:	Tenant improvements include: replace damaged/discolored ceiling tiles as needed, touch up walls with paint as needed and install a garbage disposal.				
2. Name of Lessor:	9790 Gateway, LLC				
3. Address of Lessor:	13424 Chalk Hill Road Healdsburg, California 95448				
4. Property contact:	Basin Street Properties 316 California Avenue, # 350 Reno, Nevada 89509 Scott Stranzl Phone: 775-954-2900 Fax: 775-954- 2917 Email: scott@basin-street.com				
5. Address of Lease property:	9790 Gateway Drive, Suite 100 Reno, Nevada 89521				
a. Square Footage:	<input checked="" type="checkbox"/> Rentable <input type="checkbox"/> Usable 12,000 ✓				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$0.00	2	\$0.00	March 1, 2018 - April 30, 2018	\$0.00
	\$20,700.00 ✓	10	\$207,000.00	May 1, 2018 - February 28, 2019	\$1.725
	\$20,700.00 ✓	12	\$248,400.00	March 1, 2019 - February 29, 2020	\$1.725
3%	\$21,324.00 ✓	12	\$255,888.00	March 1, 2020 - February 28, 2021	\$1.777
3%	\$21,972.00 ✓	12	\$263,664.00	March 1, 2021 - February 28, 2022	\$1.831
3%	\$22,632.00 ✓	12	\$271,584.00	March 1, 2022 - February 28, 2023	\$1.886
3%	\$23,316.00 ✓	12	\$279,792.00	March 1, 2023 - February 29, 2024	\$1.943
3%	\$24,024.00 ✓	12	\$288,288.00	March 1, 2024 - February 28, 2025	\$2.002
c. Total Lease Consideration:		84	\$1,814,616.00		
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 90 Renewal terms: One identical term				
e. Holdover notice:	# of Days required 30 Holdover terms: 5%/90				
f. Term:	Seven (7) Years				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input checked="" type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input type="checkbox"/> Other (see special notes)				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:	\$2.01 - \$2.10 - Reno Area				
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	4061				
6. Purpose of the lease:	To house the Gaming Control Board				
7. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other				

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

**STATEWIDE LEASE INFORMATION**

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

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

[Signature] 11/2/17  
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20151074145</u>	Exp:	<u>2/28/2018</u>	55
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>T27035953</u>			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

[Signature] 11-9-17  
Authorized Signature Date  
Public Works Division

u <sup>bm</sup>  
For Board of Examiners  YES  NO



For Budget Division Use Only	
Reviewed by:	<i>[Signature]</i>
Reviewed by:	<i>[Signature]</i>
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 Health and Human Services  
 Division of Health Care Financing and Policy  
 1100 East William Street, Suite 101  
 Carson City, Nevada 89701  
 Cody Phinney  
 T: (775) 684-3735 F: (775) 687-3893 Email: c.phinney@dncfp.nv.gov

Remarks: Leasing Services negotiated this Full Service relocation to include tenant improvements in order to accommodate the Agency for a more efficient space. This relocation resulted in a savings of \$107,556.00 over the lease term.

Exceptions/Special notes: Landlord to provide new paint, circuit, installation of card reader, steam clean carpets (only replace carpets if needed), new flooring in break room and secure wall above IT room. HVAC will be brought to necessary specifications in IT Room. Use of on site furniture allowed. Early access allowed.

2. Name of Lessor: Windsor West Ventures, LLC

3. Address of Lessor: 1986 Windsor Drive  
 North Palm Beach, Florida 33408

4. Property contact: Bob Pavese  
 345 Twin Peaks Blvd  
 San Francisco, California 94114  
 T: (415) 665-8163 Mobile: (775) 298-1301 F: (415) 665-8164 Email: windsorWV@aol.com

5. Address of Lease property: 745 West Moana Lane, Suite 200  
 Reno, Nevada 89509

a. Square Footage:  Rentable  Usable 3,740

b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
Increase %	\$5,423.00	12	\$65,076.00	January 1, 2018 - December 31, 2018	\$1.45
2%	\$5,535.20	12	\$66,422.40	January 1, 2019 - December 31, 2019	\$1.48
2%	\$5,647.40	12	\$67,768.80	January 1, 2020 - December 31, 2020	\$1.51
2%	\$5,759.60	12	\$69,115.20	January 1, 2021 - December 31, 2021	\$1.54
2%	\$5,871.80	12	\$70,461.60	January 1, 2022 - December 31, 2022	\$1.57

c. Total Lease Consideration: 60 \$338,844.00

d. Option to renew:  Yes  No 30 Renewal terms: One identical term

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

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: \$2.01 - \$2.10 - Reno 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: TBD Furnishings: \$0.00 Data/Phones: TBD

**RECEIVED**

NOV 14 2017

**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**

Cody P. Pherry 11/2/17  
 Authorized Agency Signature Date

For Public Works Information:

**8. State of Nevada Business License Information:**

a. Nevada Business ID Number:	<u>NV20081384547</u>	Exp:	<u>6/30/2018</u>	18
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>TBD</u>			

**9. Compliance with NRS 331.110, Section 1, Paragraph 2:**

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

Thomas Federni 11/14/17  
 Authorized Signature Date  
 Public Works Division

W PS  
 For Board of Examiners  YES  NO

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	012	GOVERNOR'S OFFICE - NUCLEAR PROJECTS OFFICE	STROLIN CONSULTING, LLC	HIGHWAY 80% OTHER: WESTERN GOVERNORS' ASSOCIATION 20%	\$95,000	Sole Source
	Contract Description:	This is the second amendment to the original contract which provides for the continued oversight of the Yucca Mountain repository program and the ongoing Nuclear Regulatory Commission licensing proceeding. This amendment extends the termination date from December 31, 2017 to December 31, 2018 and increases the maximum amount from \$150,000 to \$245,000 due to the continued need for these services.				
		Term of Contract:	01/01/2016 - 12/31/2018	Contract # 17152		
2.	012	GOVERNOR'S OFFICE - NUCLEAR PROJECTS OFFICE	URBAN ENVIRONMENTAL RESEARCH, LLC	HIGHWAY	\$500,000	
	Contract Description:	This is a new contract to provide research, information, reports, impact monitoring and related expert witness services in support of the agency's and the Attorney General's activities in the Yucca Mountain Licensing proceeding and oversight of the Yucca Mountain repository program.				
		Term of Contract:	01/01/2018 - 12/31/2019	Contract # 19340		
3.	018	GOVERNOR'S OFFICE OF WORKFORCE INNOVATION - NEVADA P20 WORKFORCE REPORTING	EDULOKA LIMITED DBA INLUMON	GENERAL 95% FEDERAL 5%	\$237,655	Sole Source
	Contract Description:	This is the first amendment to the original contract which provides ongoing operation and maintenance to support the Statewide Longitudinal Data System known as Nevada P20 to Workforce Reporting (NPWR). NPWR provides information to Nevada educators and policymakers while enabling the State to meet reporting requirements. This amendment increases the maximum amount from \$1,787,116 to \$2,024,771 due to the addition of time and material services to the scope of work.				
		Term of Contract:	09/12/2017 - 06/30/2021	Contract # 19107		
4.	030	ATTORNEY GENERAL'S OFFICE - SPECIAL FUND	LAS VEGAS METROPOLITAN POLICE DEPARTMENT	GENERAL 69% OTHER: SETTLEMENT FUNDS 31%	\$2,709,288	Professional Service
	Contract Description:	This is a new interlocal agreement to provide funding for personnel and supplies to increase forensic lab capacity and the outsourcing of sexual assault kit testing.				
		Term of Contract:	12/12/2017 - 06/30/2019	Contract # 18931		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
5.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - NEVADA SYSTEM OF HIGHER EDUCATION CIP PROJECTS - NON-EXEC	BURKE CONSTRUCTION GROUP, INC.	GENERAL	\$155,983	Professional Service
	Contract Description:	This is a new contract to provide owner Construction Manager at Risk (CMAR) pre-construction services for the Nevada State College Education Academic Building CIP project, to include design, subcontractor procurement, guaranteed maximum price preparation and contracting services; and to develop final CMAR constructability and value engineering suggestions: CIP Project No. 17-P08; SPWD Contract No. 111553.				
		Term of Contract:	12/12/2017 - 06/30/2021	Contract # 19455		
6.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - NEVADA SYSTEM OF HIGHER EDUCATION CIP PROJECTS - NON-EXEC	CARPENTER SELLERS DEL GATTO ARCHITECTS PC	GENERAL	\$1,502,735	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Nevada State College Education Academic Building Advance Planning CIP project to include advance design services for a 65,000 square foot building from schematic design through construction documents in preparation for a Construction Manager at Risk project method for construction: CIP Project No 17-P08; SPWD Contract No. 111548.				
		Term of Contract:	12/12/2017 - 06/30/2021	Contract # 19476		
7.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - NEVADA SYSTEM OF HIGHER EDUCATION CIP PROJECTS - NON-EXEC	CORE CONSTRUCTION SERVICES OF NEVADA, INC.	BONDS 77% OTHER: UNIVERSITY FUNDS 23%	\$268,000	Professional Service
	Contract Description:	This is a new contract to provide owner Construction Manager at Risk (CMAR) pre-construction services for the College of Southern Nevada Health and Sciences Building CIP project, to include design, subcontractor procurement, guaranteed maximum price preparation and contracting services; and to develop final CMAR constructability and value engineering suggestions: CIP Project No. 17-P07; SPWD Contract No. 111558.				
		Term of Contract:	12/12/2017 - 06/30/2021	Contract # 19452		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
8.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - NEVADA SYSTEM OF HIGHER EDUCATION CIP PROJECTS - NON-EXEC	CORE CONSTRUCTION SERVICES OF NEVADA, INC.	BONDS 50% OTHER: UNIVERSITY SYSTEM RECEIPTS/BALANCE FORWARD 50%	\$202,700	
	Contract Description:	This is a new contract to provide owner Construction Manager at Risk (CMAR) pre-construction services for the University of Nevada, Las Vegas College of Engineering Academic and Research Building CIP Project, to include design, subcontractor procurement, guaranteed maximum price preparation and contracting services: CIP Project No. 17-P09; SPWD Contract No. 111559.				
		Term of Contract:	12/12/2017 - 06/30/2021	Contract # 19454		
9.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - NEVADA SYSTEM OF HIGHER EDUCATION CIP PROJECTS - NON-EXEC	PGAL, LLC	BONDS	\$2,709,181	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the University of Nevada, Las Vegas College of Engineering Academic and Research Building Advance Planning CIP project, to include full schematic, development and construction documents for all structures, site work, landscaping, built-in equipment and furnishings: CIP Project 17-P09; SPWD Contract No. 111541.				
		Term of Contract:	12/12/2017 - 06/30/2021	Contract # 19438		
10.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - NEVADA SYSTEM OF HIGHER EDUCATION CIP PROJECTS - NON-EXEC	SH ARCHITECTURE	BONDS 77% OTHER: AGENCY FUNDS 23%	\$2,666,691	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the College of Southern Nevada Health and Sciences Building Advance Planning CIP project, to include full schematic, development and construction documents for all structures, site work, landscaping, built-in equipment and furnishings: CIP Project: 17-P07; SPWD Contract No. 111546.				
		Term of Contract:	12/12/2017 - 06/30/2021	Contract # 19434		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
11.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - NEVADA SYSTEM OF HIGHER EDUCATION CIP PROJECTS - NON-EXEC	THE WHITING TURNER CONTRACTING COMPANY	BONDS 50% OTHER: UNIVERSITY SYSTEM FUNDING 50%	\$500,620	Professional Service
	Contract Description:	This is a new contract to provide owner Construction Manager at Risk (CMAR) pre-construction services for the new University of Nevada, Las Vegas Medical School Building CIP project: to include design progress reviews, subcontractor review and qualifications, development of guaranteed maximum price estimates, development of constructability and value engineering recommendations based on 100% construction document bidding and construction administration services: CIP Project No. 17-C15; SPWD Contract No. 111560.				
		Term of Contract:	12/12/2017 - 06/30/2021	Contract # 19456		
12.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF CORRECTIONS CIP PROJECTS - NON-EXEC	AINSWORTH ASSOCIATES MECHANICAL ENGINEERS	BONDS	\$101,700	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Northern Nevada Correctional Center Hot Water and Electrical Distribution Systems Replacement CIP project, to include completion of design documents through construction documents, bidding and construction administration services: CIP Project: 17-M10; SPWD Contract No. 111549.				
		Term of Contract:	12/12/2017 - 06/30/2021	Contract # 19431		
13.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF CORRECTIONS CIP PROJECTS - NON-EXEC	FRAME ARCHITECTURE, INC.	BONDS	\$167,000	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Stewart Conservation Camp Showers and Restrooms Remodel CIP project, to include project design, construction administration services and documents for the upgrades to restroom/showers in all five housing units: CIP Project: 17-M62; SPWD Contract No. 111451.				
		Term of Contract:	12/12/2017 - 06/30/2021	Contract # 19401		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
14.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF CORRECTIONS CIP PROJECTS - NON-EXEC	Q&D CONSTRUCTION, INC.	BONDS	\$9,648,736	Professional Service
	Contract Description:	This is a new contract to provide owner Construction Manager at Risk (CMAR) Guaranteed Maximum Price services for the Northern Nevada Correctional Center Americans with Disabilities Act (ADA) Retrofit CIP project, to include ADA upgrades to the medical and housing units, gymnasium, visitation and gate house, cells, restrooms, showers, fixtures and finishes: CIP Project No. 17-C01; SPWD Contract No. 111496.				
		Term of Contract:	12/12/2017 - 06/30/2021	Contract # 19442		
15.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - STATEWIDE CIP PROJECTS - NON-EXEC	LG ARCHITECTS, INC. DBA LGA	OTHER: AGENCY FUNDS	\$340,000	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Southern Nevada Fleet Services Maintenance Facility - Grant Sawyer Site CIP project, to include all schematic design, design development and construction documents: CIP Project No.17-P04; SPWD Contract No. 111494.				
		Term of Contract:	12/12/2017 - 06/30/2021	Contract # 19453		
16.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - VETERANS CIP PROJECTS - NON-EXEC	KAUTZ ENVIRONMENTAL CONSULTANTS, INC.	GENERAL 27% BONDS 73%	\$63,450	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides 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. This amendment increases the maximum amount from \$36,050 to \$99,500 to provide for additional monitoring services related to ground distributing activities and consulting services for the development of a historical marker for the Northern Nevada Adult Mental Institute.				
		Term of Contract:	07/12/2017 - 06/30/2019	Contract # 18988		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
17.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - MILITARY CIP PROJECTS – NON-EXEC	CORE CONSTRUCTION SERVICES OF NEVADA, INC.	BONDS 8% FEDERAL 92%	\$97,135	Professional Service
	Contract Description:	This is a new contract to provide owner Construction Manager at Risk (CMAR) pre-construction services for the new North Las Vegas National Guard Readiness Center CIP project, to include design, subcontractor procurement, guaranteed maximum price preparation and contracting services; and to develop final CMAR constructability and value engineering suggestions: CIP Project No. 17-C05; SPWD Contract No. 111552.				
		Term of Contract:	12/12/2017 - 06/30/2021	Contract # 19451		
18.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF ADMINISTRATION CIP PROJECTS – NON-EXEC	CURTAINWALL DESIGN CONSULTING, INC.	BONDS	\$99,000	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Grant Sawyer Building Roof Replacement CIP project, to include recommendations for roof replacement complete with cost estimates, bidding documents, construction quality assurance services and construction support services: CIP Project No. 17-S01-1; SPWD Contract No. 111400.				
		Term of Contract:	12/12/2017 - 06/30/2021	Contract # 19409		
19.	101	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS- DIVISION OF TOURISM	EAST PUBLIC RELATIONS	OTHER: LODGING TAX	\$18,250	
	Contract Description:	This is the first amendment to the original contract which provides ongoing event planning services for the Governor's Global Tourism Summit. This amendment extends the termination date from January 31, 2018 to June 30, 2018 and increases the maximum amount from \$49,000 to \$67,250 due to the continued need for these services.				
		Term of Contract:	06/01/2017 - 06/30/2018	Contract # 18862		



# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
20.	300	DEPARTMENT OF EDUCATION - ACCOUNT FOR ALTERNATIVE SCHOOLS	NATIONAL ASSOCIATION OF CHARTER SCHOOL AUTHORIZERS	FEDERAL	\$69,345	
	Contract Description:	This is a new contract to provide charter school authorizers the tools necessary to conduct needs assessments, in-person trainings and webinars, as well as to provide training materials, models and exemplars. Additionally, a review of Nevada statutes and regulations will be performed to clearly delineate how the Department can become a more effective overseer of charter school authorizers.				
		Term of Contract:	12/12/2017 - 09/30/2018	Contract # 19385		
21.	300	DEPARTMENT OF EDUCATION - ASSESSMENTS AND ACCOUNTABILITY	THE ABBI AGENCY	GENERAL 50% OTHER: PRIVATE GRANT 50%	\$240,000	
	Contract Description:	This is a new contract to provide a College and Career Readiness Diploma Pathway Public Relations Campaign. This campaign is intended to inform students, parents and the business community of the types of and criteria for the different diplomas a student may receive. <b>This contract is contingent upon IFC approval of WP C41983.</b>				
		Term of Contract:	12/12/2017 - 11/30/2019	Contract # 19317		
22.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY – INTER-GOVERNMENTAL TRANSFER PROGRAM	BOARD OF TRUSTEES FOR FUND FOR HOSPITAL CARE TO INDIGENT PERSONS	OTHER: INTER-GOVERNMENTAL TRANSFER	\$164,786,754	
	Contract Description:	This is the second amendment to the original interlocal agreement to provide ongoing access to inpatient hospital services for needy individuals. This agreement provides the non-federal share of supplemental payments to hospitals for inpatient care provided to Medicaid recipients. This amendment extends the termination date from December 31, 2017 to June 30, 2022 and increases the maximum amount from \$48,483,768 to \$213,269,522 due to the continued need for these services.				
		Term of Contract:	01/01/2014 - 06/30/2022	Contract # 16302		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
23.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY – INTER-GOVERNMENTAL TRANSFER PROGRAM	WASHOE COUNTY	OTHER: REVENUE	\$2,895,161	
	Contract Description:	This is a new revenue interlocal agreement that continues ongoing receipt of Inter-Governmental Transfer funds to support and fund the State's share of the supplemental Disproportionate Share Hospital program for hospitals that serve a disproportionate share of uninsured, indigent and Medicaid patients pursuant to NRS 422.382.				
		Term of Contract:	07/01/2017 - 06/30/2019	Contract # 19305		
24.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - HEALTH CARE FINANCING AND POLICY ADMINISTRATION	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES	FEDERAL	\$451,600	
	Contract Description:	This is a new interlocal agreement that continues to provide support and maintenance for the Serious Occurrence Report database, information technology support for users of the case management system, emergency services for individuals with disabilities under the age of 60 when no other services are obtainable and a new initiative to expand services to Medicaid eligible individuals on informed choices about available home and community based services.				
		Term of Contract:	12/12/2017 - 09/30/2019	Contract # 19328		
25.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY – MEDICAID AND DIVISION OF WELFARE AND SUPPORTIVE SERVICES	COUNTY OF CARSON CITY	OTHER: REVENUE	\$2,399,837	
	Contract Description:	This is a new revenue interlocal agreement that continues ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long term care costs when the indigent is Medicaid eligible.				
		Term of Contract:	07/01/2017 - 06/30/2019	Contract # 19353		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
26.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY – MEDICAID AND DIVISION OF WELFARE AND SUPPORTIVE SERVICES	LYON COUNTY HUMAN SERVICES	OTHER: REVENUE	\$1,708,648	
	Contract Description:	This is a new revenue interlocal agreement that continues ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.				
	Term of Contract:	07/01/2017 - 06/30/2019	Contract # 19322			
27.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY – MEDICAID AND DIVISION OF WELFARE AND SUPPORTIVE SERVICES	PERSHING COUNTY INDIGENT SERVICES	OTHER: REVENUE	\$227,502	Exempt
	Contract Description:	This is a new revenue interlocal agreement that continues ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs when the indigent is Medicaid eligible.				
	Term of Contract:	07/01/2017 - 06/30/2019	Contract # 19275			

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
28.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY – MEDICAID AND DIVISION OF WELFARE AND SUPPORTIVE SERVICES	STOREY COUNTY	OTHER: REVENUE	\$99,644	Exempt
	Contract Description:	This is a new revenue interlocal agreement that continues ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs when the indigent is Medicaid eligible.				
Term of Contract:			07/01/2017 - 06/30/2019	Contract # 19276		
29.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - HEALTH CARE FACILITIES REGULATION	HEALTHCARE MANAGEMENT SOLUTIONS	FEE: HEALTH FACILITY LICENSES 15% FEDERAL 85%	\$837,168	CURRENT EMPLOYEE
	Contract Description:	This is a new contract to provide health facility inspection services that will assist in reducing the current backlog of inspections.				
Term of Contract:			12/12/2017 - 12/12/2019	Contract # 19432		
30.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - COMMUNITY HEALTH SERVICES	LYON COUNTY	OTHER: REVENUE	\$340,626	
	Contract Description:	This is a new revenue interlocal agreement that continues to provide individual and family health services utilizing the state's community health nurses.				
Term of Contract:			07/01/2017 - 06/30/2019	Contract # 19398		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
31.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - ADMINISTRATION	PONDERA SOLUTIONS, INC.	FEDERAL	\$389,280	
	Contract Description:	This is the second amendment to the original contract which provides fraud detection software as a service. This amendment extends the contract from December 31, 2017 to December 31, 2019 and increases the maximum amount from \$1,497,261 to \$1,886,541 due to the continued need for these services.				
		Term of Contract:	11/10/2015 - 12/31/2019	Contract # 17174		
32.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	TALX CORPORATION DBA THE WORK NUMBER	GENERAL 30% FEDERAL 70%	\$171,504	
	Contract Description:	This is the second amendment to the original contract which provides income verification for the Eligibility and Payment unit to determine eligibility for the federal assistance programs administered by the Division, and provides income verification and employment location of non-custodial parents to determine the ability to pay medical or child support and to enforce the support payment. This amendment extends the termination date from December 15, 2017 to April 30, 2018, increases the maximum amount from \$1,689,415 to \$1,860,919, revises Attachment AA-1 – Equifax Pricing Proposal and adds Attachment GG - Contract Extension Request & Justification Form.				
		Term of Contract:	11/15/2013 - 04/30/2018	Contract # 14613		
33.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - JUVENILE JUSTICE SERVICES	CGL COMPANIES, LLC	FEDERAL	\$89,140	
	Contract Description:	This is a new contract to provide adolescent brain development training, cultural assessment and staff analysis services for the juvenile justice facilities as recommended by the Prison Rape Elimination Act auditor pursuant to 28 C.F.R. Part 115.				
		Term of Contract:	12/12/2017 - 06/30/2018	Contract # 19377		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
34.	431	OFFICE OF THE MILITARY	H2O ENVIRONMENTAL, INC.	FEDERAL	\$24,000	
	Contract Description:	This is the first amendment to the original contract to provide long term waste disposal services, including materials generated and used at the agency's facilities. This amendment extends the termination date from December 30, 2017 to December 30, 2018 and increases the maximum amount from \$48,000 to \$72,000 due to the need to maintain ongoing services while a solicitation for a new contract is completed.				
	Term of Contract:	07/31/2015 - 12/30/2018	Contract # 16967			
35.	440	DEPARTMENT OF CORRECTIONS - CORRECTIONAL PROGRAMS	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION OBO UNIVERSITY OF NEVADA, LAS VEGAS	FEDERAL	\$50,476	Exempt
	Contract Description:	This is a new interlocal agreement to provide ongoing policy evaluation and assessment validation for the Nevada Strategic Recidivism Reduction Plan.				
	Term of Contract:	12/12/2017 - 09/30/2019	Contract # 19371			
36.	440	DEPARTMENT OF CORRECTIONS - CORRECTIONAL PROGRAMS	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION OBO - UNIVERSITY OF NEVADA, RENO	FEDERAL	\$76,965	Exempt
	Contract Description:	This is a new interlocal agreement to evaluate the effectiveness of the Nevada Second Chance Act Strategic Recidivism Reduction Plan grant goals.				
	Term of Contract:	10/01/2017 - 11/30/2017	Contract # 19368			
37.	440	DEPARTMENT OF CORRECTIONS - CORRECTIONAL PROGRAMS	CORRECTIONAL COUNSELING, INC.	FEDERAL	\$72,046	Sole Source
	Contract Description:	This is a new contract to provide ongoing training for the Department's re-entry program staff. The training was identified by the Second Chance Act Grant for the Nevada Strategic Recidivism Reduction Plan.				
	Term of Contract:	12/12/2017 - 09/30/2018	Contract # 19370			
38.	440	DEPARTMENT OF CORRECTIONS - STEWART CONSERVATION	ECOLAB, INC.	GENERAL	\$93,453	
	Contract Description:	This is a new lease purchase agreement to provide commercial dishwashers at various conservation camps located throughout the state. The services provided include removal and disposal of existing machines along with installation and all maintenance of new machines.				
	Term of Contract:	01/01/2018 - 12/31/2022	Contract # 19390			

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
39.	650	DEPARTMENT OF PUBLIC SAFETY - DIRECTOR'S OFFICE	KIRVIN DOAK COMMUNICATIONS, INC.	HIGHWAY 70% OTHER: DEPARTMENT FUNDING 8% FEDERAL 22%	\$2,500,000	
	Contract Description:	This is a new contract to provide ongoing media and marketing services for the Department with a focus on the Zero Fatalities Campaign and recruiting activities.				
		Term of Contract:	12/12/2017 - 12/11/2019	Contract # 19449		
40.	650	DEPARTMENT OF PUBLIC SAFETY ONE-SHOT	HARRIS CORPORATION DBA PUBLIC SAFETY PROFESSIONAL COMMUNICATIONS	HIGHWAY	\$59,927	Sole Source
	Contract Description:	This is a new contract to provide installation of dispatch consoles at the Records, Communications and Compliance Division offices in Carson City and Las Vegas.				
		Term of Contract:	12/12/2017 - 06/30/2018	Contract # 19437		
41.	655	DEPARTMENT OF PUBLIC SAFETY - CENTRAL REPOSITORY FOR NEVADA RECORDS OF CRIMINAL HISTORY	SPILLMAN TECHNOLOGIES, INC.	FEDERAL	\$1,258,590	
	Contract Description:	This is the fifth amendment to the original contract to provide implementation of a statewide multi-jurisdictional public safety information system. This amendment increases the contract maximum amount from \$7,908,253.67 to \$9,166,843.67 to facilitate necessary server and system module upgrades in compliance with new National Incident-Based Reporting System federal mandates regarding increased reporting requirements.				
		Term of Contract:	10/12/2010 - 06/30/2020	Contract # 11555		
42.	700	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ADMINISTRATION	ENVIRONMENTAL INCENTIVES, LLC	GENERAL	\$200,000	Sole Source
	Contract Description:	This is a new contract to provide ongoing improvement and implementation of the Nevada Conservation Credit System (CCS) to facilitate credit and debit projects, produce performance reports and make the CCS more accessible and efficient to operate.				
		Term of Contract:	12/12/2017 - 12/31/2019	Contract # 19444		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
43.	702	DEPARTMENT OF WILDLIFE - CONSERVATION EDUCATION	CONSERVATION VISIONS, LLC	OTHER: RESOURCE ENHANCEMENT STAMP 50% AND LICENSE PLATE 50%	\$196,000	
	Contract Description:	This is a new contract to provide a database which will aid in the evaluation of recreational hunting and angling, facilitate harvest comparisons and serve as a benchmark for future evaluations of game and fish management quotas and land use strategies.				
		Term of Contract:	12/12/2017 - 11/14/2021	Contract # 19284		
44.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS	NEVADA DEPARTMENT OF TRANSPORTATION	OTHER: REVENUE	\$200,000	
	Contract Description:	This is a new revenue interlocal agreement to reimburse the agency for the maintenance required on the road in Mineral and Lyon Counties to reach the new Walker River State Recreation Area.				
		Term of Contract:	07/01/2017 - 06/30/2019	Contract # 19439		
45.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WASTE MANAGEMENT AND CORRECTIVE ACTION	BEC ENVIRONMENTAL, INC.	FEE: BUREAU OF WASTE MANAGEMENT & CORRECTIVE ACTIONS 50% FEDERAL 50%	\$283,364	
	Contract Description:	This is the first amendment to the original contract which provides ongoing support services for the Nevada Brownfields Program (NBP) by conducting site-specific assessments, cleanup and other redevelopment activities at eligible NBP sites. This amendment increases the maximum amount from \$300,000 to \$583,364 due to an increased volume of work.				
		Term of Contract:	07/01/2017 - 06/30/2019	Contract # 18715		
46.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WASTE MANAGEMENT AND CORRECTIVE ACTION	MCGINLEY & ASSOCIATES, INC.	FEE: BUREAU OF WASTE MANAGEMENT & CORRECTIVE ACTIONS 50% FEDERAL 50%	\$283,364	
	Contract Description:	This is the first amendment to the original contract which provides ongoing support services for the Nevada Brownfields Program (NBP) by conducting site-specific assessment, cleanup and other redevelopment activities at eligible NBP sites. This amendment increases the maximum amount from \$300,000 to \$583,364 due to an increased volume of work.				
		Term of Contract:	07/01/2017 - 06/30/2019	Contract # 18713		



# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
47.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - SAFE DRINKING WATER REGULATORY PROGRAM	ASSOCIATION OF BOARDS OF CERTIFICATION	FEDERAL	\$24,000	
	Contract Description:	This is the first amendment to the original contract which provides standardized testing materials for certification exams for drinking water operators. This amendment extends the termination date from December 31, 2017 to June 30, 2019 and increases the maximum amount from \$32,000 to \$56,000 due to the continued need for these services.				
		Term of Contract:	02/03/2016 - 06/30/2019	Contract # 17429		
48.	740	DEPARTMENT OF BUSINESS AND INDUSTRY - INDUSTRIAL DEVELOPMENT BONDS	COLLEEN PLATT DBA PLATT LAW GROUP	FEE: VOLUME CAP TRANSFER FEES	\$45,000	Exempt
	Contract Description:	This is a new contract to provide bond counsel for the issuance of bonds by the Department.				
		Term of Contract:	12/12/2017 - 09/30/2019	Contract # 19378		
49.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - VOCATIONAL REHABILITATION	SPECIAL RECREATION SERVICES, INC. DBA AMPLIFY LIFE	GENERAL 21.3% FEDERAL 78.7%	\$194,530	
	Contract Description:	This is the first amendment to the original contract which provides students with disabilities, ages 14 through 21, with opportunities to engage in career exploration and pre-employment training in camps during school breaks throughout the year. This amendment extends the termination date from May 8, 2018 to June 30, 2019 and increases the maximum amount from \$49,832 to \$244,362 due to incorporating attachment AA.1 which revises the negotiated items.				
		Term of Contract:	04/05/2017 - 06/30/2019	Contract # 18524		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
50.	950	PUBLIC EMPLOYEES BENEFITS PROGRAM	HEALTHSCOPE BENEFITS, INC.	OTHER: STATE SUBSIDY 67%, PREMIUM REVENUE 33%	\$3,640,000	
	Contract Description:	This is the second amendment to the original contract to provide a medical Preferred Provider Organization network for participants who reside outside of Nevada and for those who live in Nevada and choose to seek medical services out of state. This amendment extends the termination date from June 30, 2020 to June 30, 2022 and increases the maximum amount from \$11,900,000 to \$15,540,000 in order to pay FY 18 rates for the additional two years of the amended contract. The amendment also adjusts the fee schedule retroactive to July 1, 2016. <b>(Relates to Agenda Item 7.D.)</b>				
	Term of Contract:	07/01/2012 - 06/30/2022	Contract # 13330			
51.	960	SILVER STATE HEALTH INSURANCE EXCHANGE - ADMINISTRATION	KPS 3, INC.	FEE: MEMBER	\$80,000	
	Contract Description:	This is the sixth amendment to the original contract which continues ongoing website hosting. This amendment extends the termination date from March 31, 2018 to March 31, 2020 and increases the maximum amount from \$11,150,976 to \$11,230,976 to continue website hosting services for Nevada Health Link.				
		Term of Contract:	01/08/2013 - 03/31/2020	Contract # 13950		

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **17152** Amendment Number: **2**  
 Agency Name: **NUCLEAR PROJECTS OFFICE** Legal Entity Name: **STROLIN CONSULTING, LLC**  
 Agency Code: **012** Contractor Name: **STROLIN CONSULTING, LLC**  
 Appropriation Unit: **1005-11** Address: **117 SUSSEX PLACE**  
 Is budget authority available?: **Yes** City/State/Zip: **CARSON CITY, NV 89703**  
 If "No" please explain: Not Applicable Contact/Phone: **Joseph Strolin 775-720-4938**  
 Vendor No.: **T29022105**  
 NV Business ID: **NV20091397942**

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 %
<b>X Highway Funds</b>	<b>80.00 %</b>	<b>X Other funding</b>	<b>20.00 % Western Governors' Association</b>

Agency Reference #: **JCS5**

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2016**  
 Anticipated BOE meeting date **12/2017**

Retroactive? **No**  
 If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **12/31/2017**  
 Contract term: **3 years**

4. Type of contract: **Contract**  
 Contract description: **Licensing Support**

5. Purpose of contract:  
**This is the second amendment to the original contract which provides for the continued oversight of the Yucca Mountain repository program and the ongoing Nuclear Regulatory Commission licensing proceeding. This amendment extends the termination date from December 31, 2017 to December 31, 2018 and increases the maximum amount from \$150,000 to \$245,000 due to the continued need for these services.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$75,000.00	\$75,000.00	\$75,000.00	Yes - Action
a. Amendment 1:	\$75,000.00	\$75,000.00	\$75,000.00	Yes - Action
2. Amount of current amendment (#2):	\$95,000.00	\$95,000.00	\$95,000.00	Yes - Action
3. New maximum contract amount:	\$245,000.00			
and/or the termination date of the original contract has changed to:	12/31/2018			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Due to budget reductions, it was not possible to fund the Planning Division Administrator position for the foreseeable future. Mr. Strolin has agreed to assist the agency on a part-time basis to assure that important Planning Division work can continue. Mr. Strolin has unique qualifications, knowledge, and experience as a result of his long tenure with the agency and intimate involvement with the Yucca Mountain program and other nuclear waste issues/activities in Nevada, especially with regard to the Nevada National Security Site (formerly the NTS). The DC Circuit Court of Appeals has ordered that the Yucca Mountain licensing proceeding be restarted by the Nuclear Regulatory Commission.

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

Even if funding were available to fill the Planning Division Administrator position (which there is not), it is not feasible nor possible to spend the years required to train someone new in order to have him or her attain the knowledge and competence needed to perform these services in the timeframe required. This is especially true, given that the Yucca Mountain licensing proceedings are to be restarted.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

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

**Approval #: 150905**

**Approval Date: 09/30/2015**

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

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. 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:

Currently under contract to the Agency for Nuclear Projects. Quality of service is exemplary.

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	slync1	10/30/2017 15:53:57 PM
Division Approval	slync1	10/30/2017 15:54:01 PM
Department Approval	slync1	10/30/2017 15:54:05 PM
Contract Manager Approval	slync1	10/30/2017 15:54:09 PM
Budget Analyst Approval	cpalme2	11/07/2017 13:02:07 PM
BOE Agenda Approval	sbrown	11/08/2017 16:28:04 PM

State of Nevada  
 Department of Administration  
 Purchasing Division  
 515 E. Musser Street, Suite 300  
 Carson City, NV 89701



Brian Sandoval  
 Governor  
 Patrick Cates  
 Director  
 Jeffrey Haag  
 Administrator

<b>Purchasing Use Only:</b>	
Approval #:	208

## CONTRACT EXTENSION JUSTIFICATION AND REQUEST FORM

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

1	<b>Agency Contact Information – Note: Copy(s) will be sent to only the contact(s) listed below:</b>		
	State Agency:	Agency for Nuclear Projects	
	Contact Name(s) and Titles:	Robert J. Halstead, Executive Director Susan W. Lynch, Administrator of Technical Programs	
	Telephone Number(s):	775-687-3744	
	Email Address(s):	bhalstead@nuc.state.nv.us; szeee@nuc.state.nv.us	

2	<b>Contractor Information:</b>		
	Contractor:	Strolin Consulting, LLC	
	Contact Name:	Joseph C. Strolin	
	Address:	177 Sussex Place, Carson City, NV 89703	
	Phone Number:	775-720-4938	
Email Address:	jstrolin@gmail.com		

3	<b>Ongoing relationship disclosure – List all previous contract information:</b>			
	Procurement method:	Sole Source Waivers: #090523, #130906, #150905		
	CETS #:	11020; 12850; 15048; 17152		
	Contract “not to exceed amount”:	\$50,000.00; \$75,000.00		
	Contract term:	Start date:		End date:
	7/01/09		1/19/11	
	12/13/11		12/31/13	
	1/1/14		12/31/15	
	1/1/16		12/31/17	

4	<b>Procurement method used to award the current contract:</b>	
	RFP, solicitation # if applicable:	
	Quote, solicitation # if applicable:	
	Waiver, provide number:	#150905
Other:		

5	<b>Current contract information:</b>		
	CETS #: 17152		
	Initial contract “not to exceed amount”:	\$75,000.00	
	Contract term:	Start date:	
	1/1/2016		12/31/2017

<b>Amendment information – List all previously approved amendments:</b>			
<b>Amd #:</b>	<b>Brief synopsis of what amendment accomplished:</b>	<b>Change in “not to exceed” amount:</b>	<b>Change in end date: mm/dd/yy</b>
6	#1	Amendment extended the termination date of the contract by one year and added additional funding	Amendment added the same amount of funding as the original contract it amended.  The termination date was extended by one year.

<b>Proposed amendment information:</b>			
<b>Amd #2</b>	<b>Brief synopsis of what the requested amendment will accomplish</b>	<b>Change in “not to exceed” amount:</b>	<b>Change in end date: mm/dd/yy</b>
7	<i>This amendment is to change the hourly rate, add additional funding and extend the termination date by one year.</i>	<i>Increase “not to exceed” amount to \$245,000.00</i>	<i>12/31/2018</i>

8	<b>What is the justification to extend the contract term beyond the State’s four (4) year re-solicitation policy (SAM 0338):</b>
	<b>The complex licensing process for the Yucca Mountain repository program has been ordered restarted by a federal appeals court. The Nuclear Regulatory Commission has begun the process of restarting the licensing proceeding. Mr. Strolin has been and still is heavily involved in assessing the impacts of the restarted licensing proceeding on the State of Nevada and giving counsel and advice to the Agency. Mr. Strolin is also the State Agency Integrator under the Agreement-in-Principle between the State of Nevada and the US Department of Energy/NNSA, dealing with Nevada National Security Site issues and low-level radioactive waste and mixed hazardous waste shipments through Nevada. His continued availability to the State and this Agency is important to maintain. Mr. Strolin has also indicated that this might be his last contract term with the Agency. The Agency plans to work with Purchasing if this position needs to be filled in the near future.</b>

9	<b>What are the potential consequences to the State if the contract extension request is denied?</b>
	<b>Providing for the continued services of Mr. Strolin is crucial at a time when the licensing proceeding for the Yucca Mountain nuclear waste repository is being restarted. Mr. Strolin has unique qualifications, knowledge and experience as a result of his long tenure with the Agency and his close involvement with the Yucca Mountain program and with other nuclear waste issues/activities in the state. There is no one available in or out of state service who has the knowledge, experience and ability to assure the continuity of Agency activities with respect to policy, planning, licensing, impact assessment, and transportation of nuclear waste and nuclear materials. His advice and counsel have proven to be essential during the past few years, and it is expected that having his knowledge and expertise available as the Agency takes part in the complex and highly charged licensing proceeding will be extremely important.</b>

By signing below, I know and understand the proposed contract extension exceeds the State's policy pursuant to SAM Section 0338 that contracts be solicited at least every four (4) years, and attest that all statements are true and correct.



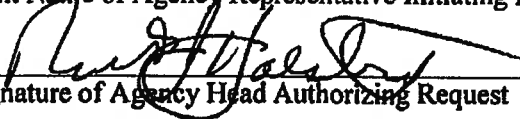
Signature of Agency Representative Initiating Request

Susan W. Lynch

Print Name of Agency Representative Initiating Request

10-11-2017

Date



Signature of Agency Head Authorizing Request

Robert J. Halstead

Print Name of Agency Head Authorizing Request

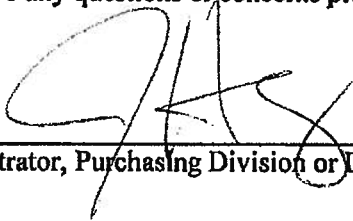
10-11-2017

Date

Please consider this memo as my support of your request to extend the identified contract beyond the current State policy period. This exemption is granted pursuant to NRS 333.135 and SAM 0338 and may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines the decision was based on incorrect or inaccurate facts. Pursuant to NRS 333.700(7), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:



Administrator, Purchasing Division or Designee

10-18-2017

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: **19340**

Agency Name: **NUCLEAR PROJECTS OFFICE**  
 Agency Code: **012**  
 Appropriation Unit: **1005-11**  
 Is budget authority available?: **Yes**  
 If "No" please explain: Not Applicable

Legal Entity Name: Urban Environmental Research, LLC  
 Contractor Name: **Urban Environmental Research, LLC**  
 Address: **1180 N. Town Center Dr. Suite 100**  
 City/State/Zip: **Las Vegas, NV 89144**  
 Contact/Phone: Paul Washeba 702-469-3332  
 Vendor No.: T27024803  
 NV Business ID: NV20061689932

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 %
<b>X</b> Highway Funds	<b>100.00 %</b>	Other funding	0.00 %

Agency Reference #: UER-2

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 12/2017

Retroactive? **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: **Licensing Support**

5. Purpose of contract:

**This is a new contract to provide research, information, reports, impact monitoring and related expert witness services in support of the agency's and the Attorney General's activities in the Yucca Mountain Licensing proceeding and oversight of the Yucca Mountain repository program.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: Invoiced by individual task orders that will specify approval of hourly rates, travel costs, and other direct expenses

**II. JUSTIFICATION**

7. What conditions require that this work be done?

US Department of Energy's activities related to the siting, characterization, and licensing of the proposed Yucca Mountain nuclear waste repository in southern Nevada and the US Nuclear Regulatory Commission licensing hearing.

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

There is a lack of expertise in this agency and/or other state agencies to carry out the type of research and analyses required by this contract.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

Earthworks  
Decision Research  
Urban Environmental Research  
Trinity Consultants

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3484, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 08/18/2017 Anticipated re-bid date: 08/01/2019

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:

Contractor currently under contract to the Agency. Quality of service provided by the contractor 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:

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:

Joseph Strolin, Consultant Ph: 775-687-3744

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	slync1	10/06/2017 10:17:11 AM
Division Approval	slync1	10/06/2017 10:17:16 AM
Department Approval	slync1	10/06/2017 10:17:21 AM
Contract Manager Approval	slync1	10/06/2017 10:17:24 AM
Budget Analyst Approval	bmacke1	10/24/2017 09:36:37 AM
BOE Agenda Approval	cmurph3	10/30/2017 10:45:09 AM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **19107** Amendment Number: **1**

Agency Name: **OFFICE OF WORKFORCE INNOVATION** Legal Entity Name: **EDULOKA LIMITED DBA INLUMON**

Agency Code: **018** Contractor Name: **EDULOKA LIMITED DBA INLUMON**

Appropriation Unit: **3270-25** Address: **9645 GATEWAY DR STE A**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89521**

If "No" please explain: **Not Applicable** Contact/Phone: **Will Goldschmidt 800/246-0541**

Vendor No.: **T29034911**

NV Business ID: **NV20101126878**

To what State Fiscal Year(s) will the contract be charged? **2018-2021**

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

<input checked="" type="checkbox"/>	General Funds	<b>95.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	<b>5.00 %</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 **09/12/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved **06/30/2021**

Termination Date:

Contract term: **3 years and 292 days**

4. Type of contract: **Contract**

Contract description: **NPWR O&M**

5. Purpose of contract:

**This is the first amendment to the original contract which provides ongoing operation and maintenance to support the Statewide Longitudinal Data System known as Nevada P20 to Workforce Reporting (NPWR). NPWR provides information to Nevada educators and policymakers while enabling the State to meet reporting requirements. This amendment increases the maximum amount from \$1,787,116 to \$2,024,771 due to the addition of time and material services to the scope of work.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,787,116.00	\$1,787,116.00	\$1,787,116.00	Yes - Action
2. Amount of current amendment (#1):	\$237,655.00	\$237,655.00	\$237,655.00	Yes - Action
3. New maximum contract amount:	\$2,024,771.00			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

This contract is for the ongoing operation and maintenance support of the NPWR system. The NPWR system provides information to various state entities that enables the State of Nevada to meet federal and state reporting requirements.

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

State employees do not have the expertise, experience or resources to perform this work.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

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

**Approval #: 170705**

**Approval Date: 07/27/2017**

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

This vendor's existing knowledge and understanding of the physical servers, switch and firewall as well as the production test and development environments, VLANS, virtual machines, makes them uniquely positioned to maintain the application and physical infrastructure.

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 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	11/07/2017 15:48:18 PM
Division Approval	amarangi	11/07/2017 15:48:30 PM
Department Approval	amarangi	11/07/2017 15:48:35 PM
Contract Manager Approval	amarangi	11/07/2017 15:48:40 PM
EITS Approval	lolso3	11/08/2017 15:31:22 PM

Budget Analyst Approval  
BOE Agenda Approval

sbrown  
sbrown

11/30/2017 08:37:52 AM  
11/30/2017 08:37:57 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: **18931**

Agency Name: <b>ATTORNEY GENERAL'S OFFICE</b>	Legal Entity Name: Las Vegas Metropolitan Police Department
Agency Code: <b>030</b>	Contractor Name: <b>Las Vegas Metropolitan Police Department</b>
Appropriation Unit: <b>1031 - All Categories</b>	Address: <b>Las Vegas Metropolitan Police 400 S. Martin L. King Blvd.</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89106</b>
If "No" please explain: Not Applicable	Contact/Phone: 702/828-3111
	Vendor No.: T81038884
	NV Business ID: Government agency

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>69.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>31.00 % Settlement funds</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/12/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2019**Contract term: **1 year and 199 days**4. Type of contract: **Interlocal Agreement**Contract description: **SAKI testing**

5. Purpose of contract:

**This is a new interlocal agreement to provide funding for personnel and supplies to increase forensic lab capacity and the outsourcing of sexual assault kit testing.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,709,288.00**

Other basis for payment: Reimburse actual costs not to exceed \$2,709,288.00 total

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Nevada Law Enforcement has a backlog of untested sexual assault kits. Completing testing of these kits may result in an increased number of convictions in sexual assault and rape cases.

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

State agencies are not able to do this work due to the sheer volume of backlogged untested Sexual Assault kits.

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

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 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:

Nicolas Trutanich, AG Chief of Staff Ph: 775-684-1133

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cschon1	11/02/2017 13:49:03 PM
Division Approval	cschon1	11/02/2017 13:49:07 PM
Department Approval	cschon1	11/02/2017 13:49:14 PM
Contract Manager Approval	cschon1	11/02/2017 13:49:18 PM
Budget Analyst Approval	myoun3	11/03/2017 13:55:52 PM
BOE Agenda Approval	myoun3	11/03/2017 13:55:55 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: **19455**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>BURKE CONSTRUCTION GROUP, INC.</b>
Agency Code: <b>082</b>	Contractor Name: <b>BURKE CONSTRUCTION GROUP, INC.</b>
Appropriation Unit: <b>1510-71</b>	Address: <b>385 PILOT RD.</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89119-3525</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702-367-1040</b>
	Vendor No.: <b>T29021150</b>
	NV Business ID: <b>NV19841005880</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.

<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 #: 111553

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/12/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2021**

Contract term: **3 years and 200 days**

4. Type of contract: **Contract**

Contract description: **CMAR Pre-Con**

5. Purpose of contract:

**This is a new contract to provide owner Construction Manager at Risk (CMAR) pre-construction services for the Nevada State College Education Academic Building CIP project, to include design, subcontractor procurement, guaranteed maximum price preparation and contracting services; and to develop final CMAR constructability and value engineering suggestions: CIP Project No. 17-P08; SPWD Contract No. 111553.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$155,983.00**

Other basis for payment: Monthly progress payments based on services provided.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

2017 CIP.

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

Professional CMARS Pre-Construction 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:  
LeFevre, Kent, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lmars1	11/07/2017 15:37:24 PM
Division Approval	lmars1	11/07/2017 15:37:27 PM
Department Approval	lmars1	11/07/2017 15:37:30 PM
Contract Manager Approval	lmars1	11/07/2017 15:37:32 PM
Budget Analyst Approval	jrodrig9	11/16/2017 18:47:52 PM
BOE Agenda Approval	myoun3	11/17/2017 14:01:39 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: **19476**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b> Agency Code: <b>082</b> Appropriation Unit: <b>1510-71</b> Is budget authority available?: <b>Yes</b> If "No" please explain: Not Applicable	Legal Entity Name: <b>CARPENTER SELLERS DEL GATTO ARCHITECTS PC</b> Contractor Name: <b>CARPENTER SELLERS DEL GATTO ARCHITECTS PC</b> Address: <b>ARCHITECTS PC 8882 SPANISH RIDGE AVE LAS VEGAS, NV 89148-1303</b> City/State/Zip: <b>LAS VEGAS, NV 89148-1303</b> Contact/Phone: <b>702/251-8896</b> Vendor No.: <b>T80997582</b> NV Business ID: <b>NV19871041301</b>
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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	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 111548

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/12/2017**  
 Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2021**  
 Contract term: **3 years and 200 days**

4. Type of contract: **Contract**  
 Contract description: **Arch/Eng**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services for the Nevada State College Education Academic Building Advance Planning CIP project to include advance design services for a 65,000 square foot building from schematic design through construction documents in preparation for a Construction Manager at Risk project method for construction: CIP Project No 17-P08; SPWD Contract No. 111548.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,502,735.00**  
 Other basis for payment: Monthly progress payments based on services provided.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

2017 Agency CIP.

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

Professional Architectural/Engineering 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:  
LeFevre, Kent, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lmars1	11/14/2017 12:41:10 PM
Division Approval	lmars1	11/14/2017 12:41:13 PM
Department Approval	lmars1	11/14/2017 12:41:16 PM
Contract Manager Approval	lmars1	11/14/2017 12:41:19 PM
Budget Analyst Approval	jrodrig9	11/17/2017 13:59:38 PM
BOE Agenda Approval	myoun3	11/17/2017 14:07:05 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **19452**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>CORE CONSTRUCTION SERVICES OF NEVADA, INC.</b>
Agency Code: <b>082</b>	Contractor Name: <b>CORE CONSTRUCTION SERVICES OF NEVADA, INC.</b>
Appropriation Unit: <b>1510-70</b>	Address: <b>7150 Cascade Valley Court</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89128</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702-794-0550</b>
	Vendor No.: <b>T81092744</b>
	NV Business ID: <b>NV19861002524</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 %	<b>X</b> Bonds	<b>77.00 %</b>
Highway Funds	0.00 %	<b>X</b> Other funding	<b>23.00 % University Funds</b>

Agency Reference #: 111558

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/12/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2021**

Contract term: **3 years and 200 days**

4. Type of contract: **Contract**

Contract description: **CMAR Pre-Con**

5. Purpose of contract:

**This is a new contract to provide owner Construction Manager at Risk (CMAR) pre-construction services for the College of Southern Nevada Health and Sciences Building CIP project, to include design, subcontractor procurement, guaranteed maximum price preparation and contracting services; and to develop final CMAR constructability and value engineering suggestions: CIP Project No. 17-P07; SPWD Contract No. 111558.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$268,000.00**

Other basis for payment: Monthly progress payments based on services provided.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**2017 CIP.**

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

**Professional CMAR Pre-Construction 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:  
LeFevre, Kent, Project Manager Ph: 775-684-4141

20. Contract Status:  
Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lmars1	11/07/2017 14:37:39 PM
Division Approval	lmars1	11/07/2017 14:37:42 PM
Department Approval	lmars1	11/07/2017 14:37:44 PM
Contract Manager Approval	lmars1	11/07/2017 14:37:47 PM
Budget Analyst Approval	jrodrig9	11/16/2017 18:58:08 PM
BOE Agenda Approval	myoun3	11/17/2017 08:42:27 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: **19454**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>CORE CONSTRUCTION SERVICES OF NEVADA, INC.</b>
Agency Code: <b>082</b>	Contractor Name: <b>CORE CONSTRUCTION SERVICES OF NEVADA, INC.</b>
Appropriation Unit: <b>1510-72</b>	Address: <b>NEVADA INC 3036 E GREENWAY RD PHOENIX, AZ 85032</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>PHOENIX, AZ 85032</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702/794-0550</b>
	Vendor No.: <b>T81092744</b>
	NV Business ID: <b>NV19861002524</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 %	<b>X</b> Bonds	<b>50.00 %</b>
Highway Funds	0.00 %	<b>X</b> Other funding	<b>50.00 % UNIVERSITY SYSTEM RECEPITS/BALANCE FORWARD</b>

Agency Reference #: 111559

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/12/2017**  
Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2021**  
Contract term: **3 years and 200 days**

4. Type of contract: **Contract**  
Contract description: **CMAR Pre-Con**

5. Purpose of contract:

**This is a new contract to provide owner Construction Manager at Risk (CMAR) pre-construction services for the University of Nevada, Las Vegas College of Engineering Academic and Research Building CIP Project, to include design, subcontractor procurement, guaranteed maximum price preparation and contracting services: CIP Project No. 17-P09; SPWD Contract No. 111559.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$202,700.00**  
Other basis for payment: Monthly progress payments based on services provided.

#### II. JUSTIFICATION

7. What conditions require that this work be done?  

2017 CIP.

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

Professional CMAR Pre-Construction services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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:  
LeFevre, Kent, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lmars1	11/07/2017 14:49:09 PM
Division Approval	lmars1	11/07/2017 14:49:12 PM
Department Approval	lmars1	11/07/2017 14:49:14 PM
Contract Manager Approval	lmars1	11/07/2017 14:49:19 PM
Budget Analyst Approval	jrodrig9	11/16/2017 18:21:18 PM
BOE Agenda Approval	myoun3	11/17/2017 08:44:52 AM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **19438**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>PGAL, LLC</b>
Agency Code: <b>082</b>	Contractor Name: <b>PGAL, LLC</b>
Appropriation Unit: <b>1510-72</b>	Address: <b>3379 W Oqendo 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>702-730-4911</b>
	Vendor No.:
	NV Business ID: <b>NV20021118384</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 %	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 #: <b>111541</b>	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/12/2017**  
Anticipated BOE meeting date **12/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2021**

Contract term: **3 years and 200 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services for the University of Nevada, Las Vegas College of Engineering Academic and Research Building Advance Planning CIP project, to include full schematic, development and construction documents for all structures, site work, landscaping, built-in equipment and furnishings: CIP Project 17-P09; SPWD Contract No. 111541.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,709,181.00**

Other basis for payment: Monthly progress payments based on services provided.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

2017 Agency CIP.

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

Professional Architectural/Engineering 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?

**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:  
LeFevre, Kent, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lmars1	11/09/2017 13:13:18 PM
Division Approval	lmars1	11/09/2017 13:13:21 PM
Department Approval	lmars1	11/09/2017 13:13:24 PM
Contract Manager Approval	lmars1	11/09/2017 13:13:27 PM
Budget Analyst Approval	jrodrig9	11/09/2017 16:49:12 PM
BOE Agenda Approval	myoun3	11/14/2017 09:40:28 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: **19434**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>SH ARCHITECTURE</b>
Agency Code: <b>082</b>	Contractor Name: <b>SH ARCHITECTURE</b>
Appropriation Unit: <b>1510-70</b>	Address: <b>7250 PEAK DR. SUITE 216</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89128</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702-363-2222</b>
	Vendor No.:
	NV Business ID: <b>NV19851015692</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 %	<b>X</b> Bonds	<b>77.00 %</b>
Highway Funds	0.00 %	<b>X</b> Other funding	<b>23.00 % Agency Funds</b>

Agency Reference #: 111546

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/12/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2021**

Contract term: **3 years and 200 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services for the College of Southern Nevada Health and Sciences Building Advance Planning CIP project, to include full schematic, development and construction documents for all structures, site work, landscaping, built-in equipment and furnishings: CIP Project: 17-P07; SPWD Contract No. 111546.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,666,691.00**

Other basis for payment: Monthly progress payments based on services provided.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**2017(change based upon Proj #) Agency CIP.**

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

**Professional Architectural/Engineering 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?

**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:  
LeFevre, Kent, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lmars1	11/01/2017 12:42:15 PM
Division Approval	lmars1	11/01/2017 12:42:18 PM
Department Approval	lmars1	11/01/2017 12:42:21 PM
Contract Manager Approval	lmars1	11/01/2017 12:42:24 PM
Budget Analyst Approval	jrodrig9	11/09/2017 12:51:53 PM
BOE Agenda Approval	myoun3	11/13/2017 12:28:05 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **19456**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name:	THE WHITING TURNER CONTRACTING COMPANY
Agency Code: <b>082</b>	Contractor Name:	<b>THE WHITING TURNER CONTRACTING COMPANY</b>
Appropriation Unit: <b>1510-68</b>	Address:	<b>COMPANY, THE 6720 VIA AUSTI PKWY STE 300</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip:	<b>LAS VEGAS, NV 89119-3569</b>
If "No" please explain: Not Applicable	Contact/Phone:	702/650-0700
	Vendor No.:	T27035303A
	NV Business ID:	NV19821000674

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 %	<b>X</b> Bonds	<b>50.00 %</b>
Highway Funds	0.00 %	<b>X</b> Other funding	<b>50.00 % UNIVERSITY SYSTEM FUNDING</b>

Agency Reference #: 111560

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/12/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2021**

Contract term: **3 years and 200 days**

4. Type of contract: **Contract**

Contract description: **CMAR Pre-Con**

5. Purpose of contract:

**This is a new contract to provide owner Construction Manager at Risk (CMAR) pre-construction services for the new University of Nevada, Las Vegas Medical School Building CIP project: to include design progress reviews, subcontractor review and qualifications, development of guaranteed maximum price estimates, development of constructability and value engineering recommendations based on 100% construction document bidding and construction administration services: CIP Project No. 17-C15; SPWD Contract No. 111560.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,620.00**

Other basis for payment: Monthly progress payments based on services provided.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

2017 CIP.

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

Professional CMAR Pre-Construction 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:  
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:  
LeFevre, Kent, Project Manager Ph: 775-684-4141

20. Contract Status:  
Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Imars1	11/07/2017 15:52:45 PM
Division Approval	Imars1	11/07/2017 15:52:48 PM
Department Approval	Imars1	11/07/2017 15:52:51 PM
Contract Manager Approval	Imars1	11/07/2017 15:52:55 PM
Budget Analyst Approval	jrodrig9	11/16/2017 15:33:46 PM
BOE Agenda Approval	myoun3	11/17/2017 08:47:06 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: **19431**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b> Agency Code: <b>082</b> Appropriation Unit: <b>1550-55</b> Is budget authority available?: <b>Yes</b> If "No" please explain: Not Applicable	Legal Entity Name: <b>AINSWORTH ASSOCIATES MECHANICAL ENGINEERS</b> Contractor Name: <b>AINSWORTH ASSOCIATES MECHANICAL ENGINEERS</b> Address: <b>1420 HOLCOMB AVE. SUITE 201</b> City/State/Zip: <b>RENO, NV 89502-8003</b> Contact/Phone: <b>775-329-9100</b> Vendor No.: <b>T27012245A</b> NV Business ID: <b>NV19751005286</b>
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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 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 111549

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/12/2017**  
 Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2021**  
 Contract term: **3 years and 200 days**

4. Type of contract: **Contract**  
 Contract description: **Arch/Eng**

5. Purpose of contract:  
**This is a new contract to provide professional architectural/engineering services for the Northern Nevada Correctional Center Hot Water and Electrical Distribution Systems Replacement CIP project, to include completion of design documents through construction documents, bidding and construction administration services: CIP Project: 17-M10; SPWD Contract No. 111549.**

6. NEW CONTRACT  
 The maximum amount of the contract for the term of the contract is: **\$101,700.00**  
 Other basis for payment: Monthly progress payments based on services provided.

#### II. JUSTIFICATION

7. What conditions require that this work be done?  
 2017 Agency CIP.

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
 Professional Architectural/Engineering 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:  
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:  
Nipp, Bruce, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lmars1	11/01/2017 10:42:19 AM
Division Approval	lmars1	11/01/2017 10:42:22 AM
Department Approval	lmars1	11/01/2017 10:42:25 AM
Contract Manager Approval	lmars1	11/01/2017 10:42:28 AM
Budget Analyst Approval	jrodrig9	11/09/2017 13:05:37 PM
BOE Agenda Approval	myoun3	11/13/2017 12:11:21 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **19401**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b> Agency Code: <b>082</b> Appropriation Unit: <b>1550-70</b> Is budget authority available?: <b>Yes</b> If "No" please explain: Not Applicable	Legal Entity Name: <b>FRAME ARCHITECTURE, INC.</b> Contractor Name: <b>FRAME ARCHITECTURE, INC.</b> Address: <b>4090 S MCCARRAN BLVD. SUITE E</b> City/State/Zip: <b>RENO, NV 89502-7529</b> Contact/Phone: <b>775-827-9977</b> Vendor No.: <b>T29014981</b> NV Business ID: <b>NV20031302154</b>
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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 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 111451

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/12/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2021**

Contract term: **3 years and 200 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services for the Stewart Conservation Camp Showers and Restrooms Remodel CIP project, to include project design, construction administration services and documents for the upgrades to restroom/showers in all five housing units: CIP Project: 17-M62; SPWD Contract No. 111451.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$167,000.00**

Other basis for payment: Monthly progress payments based on services provided.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

2017 Agency CIP.

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

Professional Architectural/Engineering 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:  
McEntee, Markus, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Imars1	10/18/2017 12:48:44 PM
Division Approval	Imars1	10/18/2017 12:48:47 PM
Department Approval	Imars1	10/18/2017 12:48:49 PM
Contract Manager Approval	Imars1	10/18/2017 12:48:52 PM
Budget Analyst Approval	jrodrig9	10/20/2017 14:38:12 PM
BOE Agenda Approval	myoun3	10/26/2017 16:08:56 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: **19442**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>Q&amp;D CONSTRUCTION, INC.</b>
Agency Code: <b>082</b>	Contractor Name: <b>Q&amp;D CONSTRUCTION, INC.</b>
Appropriation Unit: <b>1550-50</b>	Address: <b>1050 South 21st Street</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Sparks, NV 89431</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775-786-2677</b>
	Vendor No.:
	NV Business ID: <b>NV19671000639</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 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 111496

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/12/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2021**

Contract term: **3 years and 200 days**

4. Type of contract: **Contract**

Contract description: **CMAR Pre-Con**

5. Purpose of contract:

**This is a new contract to provide owner Construction Manager at Risk (CMAR) Guaranteed Maximum Price services for the Northern Nevada Correctional Center Americans with Disabilities Act (ADA) Retrofit CIP project, to include ADA upgrades to the medical and housing units, gymnasium, visitation and gate house, cells, restrooms, showers, fixtures and finishes: CIP Project No. 17-C01; SPWD Contract No. 111496.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$9,648,736.00**

Other basis for payment: Monthly progress payments based on services provided.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**2017 CIP.**

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

**Professional CMAR Pre-Construction 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:  
Rife, Michael, Project Manager Ph: 775-684-4141

20. Contract Status:  
Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lmars1	11/07/2017 12:52:53 PM
Division Approval	lmars1	11/07/2017 12:52:56 PM
Department Approval	lmars1	11/07/2017 12:52:59 PM
Contract Manager Approval	lmars1	11/07/2017 12:53:02 PM
Budget Analyst Approval	jrodrig9	11/16/2017 19:22:16 PM
BOE Agenda Approval	myoun3	11/17/2017 08:37:32 AM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **19453**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>LG ARCHITECTS, INC. DBA LGA</b>
Agency Code: <b>082</b>	Contractor Name: <b>LG ARCHITECTS, INC. DBA LGA</b>
Appropriation Unit: <b>1558-44</b>	Address: <b>dba LGA</b>
Is budget authority available?: <b>Yes</b>	<b>241 W CHARLESTON BLVD STE 107</b>
If "No" please explain: <b>Not Applicable</b>	City/State/Zip: <b>LAS VEGAS, NV 89102-2592</b>
	Contact/Phone: <b>702-263-7111</b>
	Vendor No.: <b>T27041309</b>
	NV Business ID: <b>NV19861005290</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 Other funding</b>	<b>100.00 % Agency Funds</b>

Agency Reference #: 111494

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/12/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2021**

Contract term: **3 years and 200 days**

4. Type of contract: **Contract**

Contract description: **ARC/ENG**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services for the Southern Nevada Fleet Services Maintenance Facility - Grant Sawyer Site CIP project, to include all schematic design, design development and construction documents: CIP Project No.17-P04; SPWD Contract No. 111494.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$340,000.00**

Other basis for payment: Monthly progress payments based on services provided.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**2017 CIP**

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

**Professional Agricultural/Engineering 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:

Nalley, Kirsten, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ddav12	11/07/2017 14:29:42 PM
Division Approval	ddav12	11/07/2017 14:29:45 PM
Department Approval	ddav12	11/07/2017 14:29:48 PM
Contract Manager Approval	ddav12	11/07/2017 14:29:50 PM
Budget Analyst Approval	jrodrig9	11/16/2017 19:33:41 PM
BOE Agenda Approval	myoun3	11/17/2017 08:34:50 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **18988** Amendment Number: **1**

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION** Legal Entity Name: **KAUTZ ENVIRONMENTAL CONSULTANTS, INC.**

Agency Code: **082** Contractor Name: **KAUTZ ENVIRONMENTAL CONSULTANTS, INC.**

Appropriation Unit: **1567-16** Address: **1140 FINANCIAL BLVD SUITE 100**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89502**

If "No" please explain: **Not Applicable** Contact/Phone: **BARBIE HARMON 775-829-4411**

Vendor No.: **T32004399**

NV Business ID: **NV19941033589**

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>27.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	<input checked="" type="checkbox"/> Bonds	<b>73.00 %</b>
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 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved 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 the first amendment to the original contract which provides 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. This amendment increases the maximum amount from \$36,050 to \$99,500 to provide for additional monitoring services related to ground distributing activities and consulting services for the development of a historical marker for the Northern Nevada Adult Mental Institute.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$36,050.00	\$36,050.00	\$36,050.00	Yes - Info
2. Amount of current amendment (#1):	\$63,450.00	\$63,450.00	\$99,500.00	Yes - Action
3. New maximum contract amount:	\$99,500.00			

**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:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amarangi	11/07/2017 16:27:19 PM
Division Approval	amarangi	11/07/2017 16:27:24 PM
Department Approval	amarangi	11/07/2017 16:27:27 PM
Contract Manager Approval	amarangi	11/07/2017 16:27:34 PM
Budget Analyst Approval	jrodrig9	11/16/2017 15:09:50 PM
BOE Agenda Approval	myoun3	11/17/2017 08:49:23 AM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **19451**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b> Agency Code: <b>082</b> Appropriation Unit: <b>1577-33</b> Is budget authority available?: <b>Yes</b> If "No" please explain: Not Applicable	Legal Entity Name: <b>CORE CONSTRUCTION SERVICES OF NEVADA, INC.</b> Contractor Name: <b>CORE CONSTRUCTION SERVICES OF NEVADA, INC.</b> Address: <b>7150 Cascade Valley Court</b> City/State/Zip: <b>Las Vegas, NV 89128</b> Contact/Phone: <b>702-794-0550</b> Vendor No.: <b>T81092744</b> NV Business ID: <b>NV19861002524</b>
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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 %
<b>X</b> Federal Funds	<b>92.00 %</b>	<b>X</b> Bonds	<b>8.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 111552

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/12/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2021**

Contract term: **3 years and 200 days**

4. Type of contract: **Contract**

Contract description: **CMAR Pre-Con**

5. Purpose of contract:

**This is a new contract to provide owner Construction Manager at Risk (CMAR) pre-construction services for the new North Las Vegas National Guard Readiness Center CIP project, to include design, subcontractor procurement, guaranteed maximum price preparation and contracting services; and to develop final CMAR constructability and value engineering suggestions: CIP Project No. 17-C05; SPWD Contract No. 111552.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$97,135.00**

Other basis for payment: Monthly progress payments based on services provided.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

2017CIP.

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

Professional CMAR Pre-Construction 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: Nalley, Kirsten, Project Manager Ph: 775-684-4141

20. Contract Status: Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Imars1	11/07/2017 13:24:32 PM
Division Approval	Imars1	11/07/2017 13:24:35 PM
Department Approval	Imars1	11/07/2017 13:24:37 PM
Contract Manager Approval	Imars1	11/07/2017 13:24:40 PM
Budget Analyst Approval	jrodrig9	11/16/2017 19:09:03 PM
BOE Agenda Approval	myoun3	11/17/2017 08:40:36 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: **19409**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b> Agency Code: <b>082</b> Appropriation Unit: <b>1585-43</b> Is budget authority available?: <b>Yes</b> If "No" please explain: Not Applicable	Legal Entity Name: <b>CURTAINWALL DESIGN CONSULTING, INC.</b> Contractor Name: <b>CURTAINWALL DESIGN CONSULTING, INC.</b> Address: <b>2400 S Cimarron Road Suite 125</b> City/State/Zip: <b>Las Vegas, NV 89117</b> Contact/Phone: <b>702-222-3621</b> Vendor No.: <b>T29032419</b> NV Business ID: <b>NV20051436120</b>
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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 %	<b>X</b>	Bonds	<b>100.00 %</b>
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: 111400

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/12/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2021**

Contract term: **3 years and 200 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services for the Grant Sawyer Building Roof Replacement CIP project, to include recommendations for roof replacement complete with cost estimates, bidding documents, construction quality assurance services and construction support services: CIP Project No. 17-S01-1; SPWD Contract No. 111400**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,000.00**

Other basis for payment: Monthly progress payments based on services provided.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

2017 Agency CIP.

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

Professional Architectural/Engineering 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:  
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:  
Falconer, Mark, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lmars1	10/23/2017 15:45:21 PM
Division Approval	lmars1	10/23/2017 15:45:25 PM
Department Approval	lmars1	10/23/2017 15:45:28 PM
Contract Manager Approval	lmars1	10/23/2017 15:45:31 PM
Budget Analyst Approval	jrodrig9	11/09/2017 16:48:53 PM
BOE Agenda Approval	myoun3	11/15/2017 08:46:36 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: **18862** Amendment Number: **1**

Agency Name: **DTCA - DIVISION OF TOURISM** Legal Entity Name: **EAST PUBLIC RELATIONS**

Agency Code: **101** Contractor Name: **EAST PUBLIC RELATIONS**

Appropriation Unit: **1522-31** Address: **4135 PLATEAU RD**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89519**

If "No" please explain: Not Applicable Contact/Phone: **TIFFANY EAST 775.329.7276**

Vendor No.: **T32005073**

NV Business ID: **NV20171069664**

To what State Fiscal Year(s) will the contract be charged? **2017-2018**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % LODGING TAX</b>

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: 11/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **01/31/2018**

Contract term: **1 year and 29 days**

4. Type of contract: **Contract**

Contract description: **Gov Con Event Plan**

5. Purpose of contract:  
**This is the first amendment to the original contract which provides ongoing event planning services for the Governor's Global Tourism Summit. This amendment extends the termination date from January 31, 2018 to June 30, 2018 and increases the maximum amount from \$49,000 to \$67,250 due to the continued need for these services.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$49,000.00	\$49,000.00	\$49,000.00	Yes - Info
2. Amount of current amendment (#1):	\$18,250.00	\$18,250.00	\$67,250.00	Yes - Action
3. New maximum contract amount: and/or the termination date of the original contract has changed to:	\$67,250.00 06/30/2018			

#### II. JUSTIFICATION

7. What conditions require that this work be done?  
**The Division of Tourism is the host for the annual Global Tourism Summit.**

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

This contract will provide event planning services which is a service that cannot be done by State Employees.

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

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

EAST PUBLIC RELATIONS  
GOLDEN CATALYST  
JGS GROUP  
COAST TO COAST

b. Solicitation Waiver: **Not Applicable**

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

The selected team provided strong value-added program components as well as solid relationships with Nevada suppliers. This vendor was chosen on a combination of the cost, the proposed event components, and the working rapport the agency developed with the TravelNevada team during a previous event.

d. Last bid date: 04/20/2017 Anticipated re-bid date: 01/20/2018

- 10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

- 11. 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 Commission on Tourism - 2016. They have been verified to be 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	amathies	11/01/2017 15:22:26 PM
Division Approval	amathies	11/01/2017 15:22:30 PM
Department Approval	amathies	11/01/2017 15:22:33 PM
Contract Manager Approval	amathies	11/01/2017 15:22:36 PM
Budget Analyst Approval	laaron	11/03/2017 08:18:22 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: **19385**

Agency Name: <b>NDE - DEPARTMENT OF EDUCATION</b> Agency Code: <b>300</b> Appropriation Unit: <b>2672-10</b> Is budget authority available?: <b>Yes</b> If "No" please explain: Not Applicable	Legal Entity Name: National Association of Charter School Authorizers Contractor Name: <b>National Association of Charter School Authorizers</b> Address: <b>105 West Adams St., Suite 1900</b> City/State/Zip: <b>Chicago, IL 60603</b> Contact/Phone: Greg Richmond 312-376-2334 Vendor No.: T27004298 NV Business ID: NV20161067500
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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 **12/12/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **09/30/2018**

Contract term: **291 days**

4. Type of contract: **Contract**

Contract description: **Tools & Trainings**

5. Purpose of contract:

**This is a new contract to provide charter school authorizers the tools necessary to conduct needs assessments, in-person trainings and webinars, as well as to provide training materials, models and exemplars. Additionally, a review of Nevada statutes and regulations will be performed to clearly delineate how the Department can become a more effective overseer of charter school authorizers.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$69,345.00**

Other basis for payment: upon receipt of detailed invoice

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The department requested and was awarded a federal grant for this project.

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

The department seeks to evaluate and improve its charter school authorizing processes. Outside expertise and objectiveness is needed to ensure Nevada's processes are efficient, meet nationally recognized standards, and meeting Nevada student's needs.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #NDE 17-02 and in accordance with NRS 333, the selected vendor was the only submission received. The vendor met the requirements contained in the RFP.

d. Last bid date: 05/19/2017 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?

**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:

Rebecca Phipps, Education Programs Professional Ph: 775-687-7293

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amccalla	10/16/2017 11:51:50 AM
Division Approval	amccalla	10/16/2017 11:51:52 AM
Department Approval	amccalla	10/16/2017 11:51:55 AM
Contract Manager Approval	ablackwe	10/16/2017 11:56:42 AM
Budget Analyst Approval	knielsen	11/08/2017 10:06:32 AM
BOE Agenda Approval	sbrown	11/08/2017 16:45:29 PM
BOE Final Approval	Pending	



### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **19317**

Agency Name: <b>NDE - DEPARTMENT OF EDUCATION</b>	Legal Entity Name: <b>The Abbi Agency</b>
Agency Code: <b>300</b>	Contractor Name: <b>The Abbi Agency</b>
Appropriation Unit: <b>2697-72</b>	Address: <b>1385 Haskell Street</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>Abbi Whitaker 775-323-2977</b>
	Vendor No.: <b>T27037235</b>
	NV Business ID: <b>NV20081200897</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.

<input checked="" type="checkbox"/> General Funds	<b>50.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>50.00 % PRIVATE GRANT</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/12/2017**  
 Anticipated BOE meeting date **12/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **11/30/2019**  
 Contract term: **1 year and 353 days**

4. Type of contract: **Contract**  
 Contract description: **C&CR PR Campaign**

5. Purpose of contract:  
**This is a new contract to provide a College and Career Readiness Diploma Pathway Public Relations Campaign. This campaign is intended to inform students, parents and the business community of the types of and criteria for the different diplomas a student may receive.**

6. NEW CONTRACT  
 The maximum amount of the contract for the term of the contract is: **\$240,000.00**  
 Other basis for payment: upon receipt of detailed invoices

#### II. JUSTIFICATION

7. What conditions require that this work be done?  
This PR campaign is necessary to satisfy AB7 from the 2017 legislative session requirements.

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

9. Were quotes or proposals solicited? **Yes**  
 Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

The Abbi Agency  
Argentum Partners  
The Ferraro Group  
Quillin Advertising, Public Relations and Social Media

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3477, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 07/26/2017 Anticipated re-bid date: 07/01/2019

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:

Department of Wildlife - work has been satisfactory  
Department of Education - current contract #19179 - 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:

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 Bortolin, Public Information Officer Ph: 775-687-9201

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amccalla	09/29/2017 13:04:12 PM
Division Approval	amccalla	09/29/2017 13:04:14 PM
Department Approval	amccalla	09/29/2017 13:04:17 PM
Contract Manager Approval	ablackwe	09/29/2017 13:34:12 PM
Budget Analyst Approval	knielsen	11/14/2017 08:25:09 AM
BOE Agenda Approval	sbrown	11/17/2017 08:51:12 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: <b>16302</b>	Amendment Number: <b>2</b>	
Agency Name: <b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name: <b>Board of Trustees for Fund for Hospital Care to Indigent Persons</b>	
Agency Code: <b>403</b>	Contractor Name: <b>Board of Trustees for Fund for Hospital Care to Indigent Persons</b>	
Appropriation Unit: <b>3157-00</b>	Address: <b>304 S. Minnesota Street</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>775-883-7863</b>	
	Vendor No.:	
	NV Business ID: <b>Governmental Entity</b>	

To what State Fiscal Year(s) will the contract be charged? **2014-2022**

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 % Intergovernmental Transfer</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2014**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **12/31/2017**

Contract term: **8 years and 181 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **IAF sup payments**

5. Purpose of contract:

**This is the second amendment to the original interlocal agreement to provide ongoing access to inpatient hospital services for needy individuals. This agreement provides the non-federal share of supplemental payments to hospitals for inpatient care provided to Medicaid recipients. This amendment extends the termination date from December 31, 2017 to June 30, 2022 and increases the maximum amount from \$48,483,768 to \$213,269,522 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:	\$44,982,768.00	\$44,982,768.00	\$44,982,768.00	Yes - Action
a. Amendment 1:	\$3,500,000.00	\$3,500,000.00	\$3,500,000.00	Yes - Action
2. Amount of current amendment (#2):	\$164,786,754.00	\$164,786,754.00	\$164,786,754.00	Yes - Action
3. New maximum contract amount:	\$213,269,522.00			
and/or the termination date of the original contract has changed to:		06/30/2022		

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 428.206 the Fund for Hospital Care to Indigent Persons, Board of Trustees and the Department of Health and Human Services, Division of Health Care Financing and Policy are entering into this agreement to provide supplemental payments to hospitals for inpatient hospital care provided to Medicaid recipients.

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

This is a 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?

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:

DHCFP has contracted with the Board of Trustees previously and work 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:

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	dsisc1	11/07/2017 11:50:36 AM
Division Approval	ecreceli	11/08/2017 11:32:12 AM
Department Approval	vmilazz1	11/16/2017 15:22:02 PM
Contract Manager Approval	jkolenut	11/17/2017 09:21:42 AM
Budget Analyst Approval	nhovden	11/17/2017 10:20:50 AM
BOE Agenda Approval	nhovden	11/17/2017 10:20:57 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: **19305**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	Washoe County
Agency Code:	<b>403</b>	Contractor Name:	<b>Washoe County</b>
Appropriation Unit:	<b>3157-00</b>	Address:	<b>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:	7757855641
		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.

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 **07/01/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **Yes**

If "Yes", please explain

**This interlocal agreement requires a retroactive start date to seamlessly continue receiving Interlocal Governmental Transfer funds from Washoe County to support and fund the State's share of the supplemental Disproportionate Share Hospital program from hospitals that serve a disproportionate share of uninsured, indigent and Medicaid patients pursuant to NRS 422.382**

3. Termination Date: **06/30/2019**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **DSH IGT match**

5. Purpose of contract:

**This is a new revenue interlocal agreement that continues ongoing receipt of Inter Governmental Transfer funds to support and fund the State's share of the supplemental Disproportionate Share Hospital program for hospitals that serve a disproportionate share of uninsured, indigent and Medicaid patients pursuant to NRS 422.382.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,895,161.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Medicaid State Plan allows for payment of supplemental payments to hospitals that serve a disproportionate share of uninsured, indigent and Medicaid patients. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding.

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

State employees will receive the funds from 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:

The contractor has been engaged under contract with DHCFFP for several years and service 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: 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	jkolenut	10/16/2017 12:50:06 PM
Division Approval	jkolenut	10/19/2017 15:59:19 PM
Department Approval	vmilazz1	11/01/2017 10:53:55 AM
Contract Manager Approval	cmoriart	11/02/2017 15:29:35 PM
Budget Analyst Approval	bwooldri	11/14/2017 11:10:51 AM
BOE Agenda Approval	nhovden	11/14/2017 11:43:09 AM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
*Governor*



RICHARD WHITLEY, MS  
*Director*

MARTA JENSEN  
*Administrator*

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

## MEMORANDUM

**Date:** September 26, 2017  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Conni Bohemier, Certified Contract Manager DHCFP  
**RE:** Washoe County DSH IGT

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2017. The contract requires a retroactive start date to allow the State to seamlessly receive Interlocal Governmental Transfer funds from Washoe County. This contract was delayed due to delayed negotiations with the County.

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **19328**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	Aging and Disability Services Division
Agency Code:	<b>403</b>	Contractor Name:	<b>Aging and Disability Services Division</b>
Appropriation Unit:	<b>3158-70</b>	Address:	<b>3416 Goni Rd Suite D132</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Carson City, NV 89706</b>
If "No" please explain:	Not Applicable	Contact/Phone:	775-687-4210
		Vendor No.:	
		NV Business ID:	Governmental Entity
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 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/12/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **09/30/2019**Contract term: **1 year and 291 days**4. Type of contract: **Interlocal Agreement**Contract description: **MFP Rebalancing**

5. Purpose of contract:

**This is a new interlocal agreement that continues to provide support and maintenance for the Serious Occurrence Report database, information technology support for users of the case management system, emergency services for individuals with disabilities under the age of 60 when no other services are obtainable and a new initiative to expand services to Medicaid eligible individuals on informed choices about available home and community based services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$451,600.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

All projects will enhance service delivery and expand access to HCBS and build community infrastructure and capacity.

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

State Staff is unable to provide the expertise required to perform this work.

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

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

**Not Applicable**b. Solicitation Waiver: **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 Division of Aging and Disability has been contracted with DHCFP several times. Work 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	cmoriart	10/03/2017 14:21:18 PM
Division Approval	jkolenut	10/19/2017 16:01:14 PM
Department Approval	vmilazz1	11/01/2017 10:22:57 AM
Contract Manager Approval	cmoriart	11/02/2017 15:30:13 PM
Budget Analyst Approval	bwooldri	11/14/2017 10:46:12 AM
BOE Agenda Approval	nhovden	11/14/2017 12:09:35 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **19353**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	County of Carson City
Agency Code:	<b>403</b>	Contractor Name:	<b>County of Carson City</b>
Appropriation Unit:	<b>3243-00</b>	Address:	<b>900 E. Long St. Suite 101</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:	775-887-2190
		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.

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 **07/01/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **Yes**

If "Yes", please explain

**This contract requires a retroactive start date due to negotiations between the Counties and the State.**3. Termination Date: **06/30/2019**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **County Match**

5. Purpose of contract:

**This is a new revenue interlocal agreement that continues ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long term care costs when the indigent is Medicaid eligible.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,399,837.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**Pursuant to NRS 428.010 counties are required to provide care, support and relief to the poor, indigent, incompetent, and incapacitated persons who lawfully reside in the county and are not supported by other means. The County Match Program provides fiscal relief to the counties for indigent long-term care costs for these individuals.**

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

**State employees operate the County Match Program. DHCFP pays providers and the counties reimburse the State for the non federal share.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicable

b. Solicitation Waiver: **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	cmoriart	10/05/2017 15:09:49 PM
Division Approval	jkolenut	10/19/2017 15:57:57 PM
Department Approval	vmilazz1	11/01/2017 11:00:54 AM
Contract Manager Approval	cmoriart	11/02/2017 15:28:52 PM
Budget Analyst Approval	bwooldri	11/14/2017 08:03:21 AM
BOE Agenda Approval	nhovden	11/14/2017 13:31:27 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
*Governor*



RICHARD WHITLEY, MS  
*Director*

MARTA JENSEN  
*Acting Administrator*

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

## MEMORANDUM

**DATE:** October 5, 2017  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Conni Bohemier, Certified Contract Manager DHCFP  
**RE:** County of Carson City County Match

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2017. The contract requires a retroactive start date to allow the State to collect revenue from the County for the non-federal share of medical care of indigent persons. This contract was delayed due to negotiations between the Counties and the State.

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **19322**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	Lyon County Human Services
Agency Code:	<b>403</b>	Contractor Name:	<b>Lyon County Human Services</b>
Appropriation Unit:	<b>3243-00</b>	Address:	<b>PO Box 1141</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Silver Springs, NV 89429</b>
If "No" please explain:	Not Applicable	Contact/Phone:	7755775009
		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.

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 **07/01/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **Yes**

If "Yes", please explain

**This agreement requires a retroactive effective date due to delays in negotiations between the State and the County.**3. Termination Date: **06/30/2019**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **County Match**

5. Purpose of contract:

**This is a new revenue interlocal agreement that continues ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,708,648.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**Pursuant to NRS 428.010 counties are required to provide care, support, and relief to the poor, indigent, incompetent, and incapacitated persons who lawfully reside in the county and are not supported by other means. The county match program provides fiscal relief to the counties for indigent long-term care costs for these individuals.**

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

**State employees operate the county match program. DHCFP pays providers and the counties reimburse the State for the non-federal share.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicable

b. Solicitation Waiver: **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 Division of Health Care Financing and Policy has contracted with Lyon County previously and services were 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	cmoriart	10/18/2017 08:29:06 AM
Division Approval	jkolenut	10/24/2017 14:58:02 PM
Department Approval	vmilazz1	11/01/2017 11:14:51 AM
Contract Manager Approval	cmoriart	11/02/2017 15:28:25 PM
Budget Analyst Approval	bwooldri	11/14/2017 07:56:06 AM
BOE Agenda Approval	nhovden	11/14/2017 13:36:35 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
*Governor*



RICHARD WHITLEY, MS  
*Director*

MARTA JENSEN  
*Acting Administrator*

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

## MEMORANDUM

**DATE:** October 2, 2017  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Conni Bohemier, Certified Contract Manager DHCFP  
**RE:** Lyon County Match

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2017. The contract requires a retroactive start date to allow the State to collect revenue from the County for the non-federal share of medical care of indigent persons. This contract was delayed due to negotiations between the Counties and the State.

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **19275**

Agency Name: <b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name: <b>Pershing County Indigent Services</b>
Agency Code: <b>403</b>	Contractor Name: <b>Pershing County Indigent Services</b>
Appropriation Unit: <b>3243-00</b>	Address: <b>PO Box 820</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Lovelock, NV 89419</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775-273-2208</b>
	Vendor No.:
	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 %
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 **07/01/2017**

Anticipated BOE meeting date **12/2017**

Retroactive? **Yes**

If "Yes", please explain

**This contract requires a retroactive start date due to negotiations between the Counties and the State.**

3. Termination Date: **06/30/2019**

Contract term: **1 year and 364 days**

4. Type of contract: **Revenue Contract**

Contract description: **County Match**

5. Purpose of contract:

**This is a new revenue interlocal agreement that continues ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs when the indigent is Medicaid eligible.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$227,502.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 428.010 counties are required to provide care, support, and relief to the poor, indigent, incompetent, and incapacitated persons who lawfully reside in the county and are not supported by other means. The county match program provides fiscal relief to the counties for indigent long-term care costs for these individuals.

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

State employees operate the county match program. DHCFP pays providers and the counties reimburse the State for the non-federal share.

9. Were quotes or proposals solicited? **No**

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

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



Not Applicable

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

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

NRS 277.180 authorizes one or more public agency to contract with another public agency to perform governmental functions.

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. 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 contractor has been engaged under contract with DHC FP for several years and service 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: 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	aree2	09/20/2017 16:07:53 PM
Division Approval	jkolenut	10/19/2017 16:01:36 PM
Department Approval	valpers	10/30/2017 16:20:42 PM
Contract Manager Approval	cmoriart	11/02/2017 15:27:13 PM
Budget Analyst Approval	bwooldri	11/14/2017 08:14:24 AM
BOE Agenda Approval	nhovden	11/14/2017 11:38:45 AM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
*Governor*



RICHARD WHITLEY, MS  
*Director*

MARTA JENSEN  
*Acting Administrator*

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

## MEMORANDUM

**DATE:** June 14, 2017  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Ambra Reed, Certified Contract Manager DHCFP  
**RE:** Pershing County Match

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2017. The contract requires a retroactive start date to allow the State to collect revenue from the County for the non-federal share of medical care of indigent persons. This contract was delayed due to negotiations between the Counties and the State.

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **19276**

Agency Name: <b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b> Agency Code: <b>403</b> Appropriation Unit: <b>3243-00</b> Is budget authority available?: <b>Yes</b> If "No" please explain: Not Applicable	Legal Entity Name: <b>Storey County</b> Contractor Name: <b>Storey County</b> Address: <b>PO Box 176</b> City/State/Zip: <b>Virginia City, NV 89440</b> Contact/Phone: <b>775-847-0968</b> Vendor No.: 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 %
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 **07/01/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **Yes**

If "Yes", please explain

**This contract requires a retroactive start date due to negotiations between the Counties and the State.**

3. Termination Date: **06/30/2019**

Contract term: **1 year and 364 days**

4. Type of contract: **Revenue Contract**

Contract description: **County Match**

5. Purpose of contract:

**This is a new revenue interlocal agreement that continues ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs when the indigent is Medicaid eligible.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,644.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 428.010 counties are required to provide care, support, and relief to the poor, indigent, incompetent, and incapacitated persons who lawfully reside in the county and are not supported by other means. The county match program provides fiscal relief to the counties for indigent long-term care costs for these individuals.

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

State employees operate the county match program. DHCFP pays providers and the counties reimburse the State for the non-federal share.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

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

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

NRS 277.180 authorizes one ore more public agency to contract with another public agency to perform governmental functions.

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. 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 contractor has been engaged under contract with DHC FP for several years and service 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: 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	aree2	09/20/2017 16:15:38 PM
Division Approval	jkolenut	10/19/2017 16:02:01 PM
Department Approval	valpers	10/30/2017 16:14:07 PM
Contract Manager Approval	cmoriart	11/02/2017 15:27:44 PM
Budget Analyst Approval	bwooldri	11/14/2017 08:02:42 AM
BOE Agenda Approval	nhovden	11/14/2017 13:34:07 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
*Governor*



RICHARD WHITLEY, MS  
*Director*

MARTA JENSEN  
*Acting Administrator*

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
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Carson City, Nevada 89701  
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<http://dhcfp.nv.gov>

## MEMORANDUM

**DATE:** June 14, 2017  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Ambra Reed, Certified Contract Manager DHCFP  
**RE:** Storey County Match

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2017. The contract requires a retroactive start date to allow the State to collect revenue from the County for the non-federal share of medical care of indigent persons. This contract was delayed due to negotiations between the Counties and the State.

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **19432**

Agency Name:	<b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name:	Healthcare Management Solutions
Agency Code:	<b>406</b>	Contractor Name:	<b>Healthcare Management Solutions</b>
Appropriation Unit:	<b>3216-08</b>	Address:	<b>1000 Technology Way, Ste 1310</b>
Is budget authority available?:	<b>No</b>	City/State/Zip:	<b>Fairmont, WV 26554</b>
If "No" please explain: Work Program #C41750 is on the December 7, 2017 agenda and transfers \$215,520 into category 08 - Federal Inspection Surveys for FY18, which is 25% of the contract.		Contact/Phone:	JC Bott 304-368-0288
		Vendor No.:	T27041930
		NV Business ID:	NV20151012189

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>15.00 % Health Facility Licenses</b>
<b>X</b> Federal Funds	<b>85.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP 3476/C 16345

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/12/2017**  
Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/12/2019**

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Health Facility Insp**

5. Purpose of contract:

**This is a new contract to provide health facility inspection services that will assist in reducing the current backlog of inspections.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$837,168.00**

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?

The agency must provide health facility inspections to comply with the Centers for Medicaid/Medicare Services (CMS) mission and priority statements, NRS 449 and NAC 441A.

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

State employees are capable of performing this work, however recruitment and retention is challenging for the Health Facility Inspector classification series.

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):

Healthcare Management Solutions, LLC  
Ascellon  
Providigm  
Outreach Health

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3476, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 08/01/2017 Anticipated re-bid date: 08/01/2019

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?

**Yes**

See the attached Authorization to Contract form for details.

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

**No**

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	chadwic1	11/02/2017 11:47:17 AM
Division Approval	chadwic1	11/02/2017 11:47:20 AM
Department Approval	vmilazz1	11/03/2017 11:03:23 AM
Contract Manager Approval	rmorse	11/03/2017 14:06:21 PM
Budget Analyst Approval	bwooldri	11/13/2017 15:08:57 PM
BOE Agenda Approval	nhovden	11/14/2017 13:52:26 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: **19398**

Agency Name:	<b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name:	Lyon County
Agency Code:	<b>406</b>	Contractor Name:	<b>Lyon County</b>
Appropriation Unit:	<b>3224-00</b>	Address:	<b>27 S. MAIN STREET</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>YERINGTON, NV 89447</b>
If "No" please explain:	Not Applicable	Contact/Phone:	775/463-6531
		Vendor No.:	T40156600
		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 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Revenue</b>

Agency Reference #: C 16129

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 12/2017

Retroactive? **Yes**

If "Yes", please explain

**This revenue contract was delayed due to ongoing negotiations with the county and complications with the required template language. If this contract is not approved, State and County residents will be delayed receiving preventive healthcare and other necessary medical services.**

3. Termination Date: **06/30/2019**

Contract term: **1 year and 364 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Family Services**

5. Purpose of contract:

**This is a new revenue interlocal agreement that continues to provide individual and family health services utilizing the state's community health nurses.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$340,626.00**

Payment for services will be made at the rate of \$13,776.08 per Month

Other basis for payment: Plus \$10,000 in the event of infectious disease outbreaks.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Division of Public and Behavioral Health, Community Health Services Program, receives funding from the county to provide direct preventative healthcare, as well as referrals for medical services, to county residents.

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

State employees are providing these services to 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:

The State and Counties provide services to each other on a continuous basis - 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	chadwic1	10/18/2017 14:08:12 PM
Division Approval	chadwic1	10/18/2017 14:08:15 PM
Department Approval	valpers	10/23/2017 15:28:31 PM
Contract Manager Approval	slabranc	10/25/2017 08:36:34 AM
Budget Analyst Approval	bwooldri	11/01/2017 13:30:40 PM
BOE Agenda Approval	nhovden	11/01/2017 15:14:17 PM
BOE Final Approval	Pending	

**BRIAN SANDOVAL**  
*Governor*

**RICHARD WHITLEY, MS**  
*Director*

STATE OF NEVADA



**AMY ROUKIE, MBA**  
*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

**October 18, 2017**

**MEMORANDUM**

**TO:** **Bessie Wooldridge**  
*Budget Analyst*  
*Budget Division*

**THROUGH:** **Mark Winebarger**  
*Administrative Services Officer IV*  
*Division of Public and Behavioral Health*

**FROM:** **Tina Gerber Winn – Agency Manager**  
*Community Health Services*

**SUBJECT: REQUEST FOR RETROACTIVE START DATE OF CONTRACT – 7/1/2017  
C 16129 (CETS # 19398)**

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The purpose of this Interlocal Contract is to provide public health services to meet the health needs of rural and frontier communities. Due to unforeseen delays in the negotiation and revision process concerning deliverables and reimbursement rates charged to the County, this interlocal agreement will need to be approved retroactively.

We therefore request that this contract be accepted with a retroactive start date of July 1<sup>st</sup>, 2017.

If the attached contract is denied, the ability of Community Health Services, in collaboration with Lyon County, to manage infectious diseases per (NRS 439.350, 439.360 and 441A) will be seriously impacted and/or unable to continue with the provision of services.

Thank you for your consideration in this matter.

CC: Contract Unit  
Division of Public and Behavioral Health

*Revised 5/17*

Public Health: Working for a Safer and Healthier Nevada

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **17174** Amendment Number: **2**  
 Agency Name: **DHHS - WELFARE AND SUPPORTIVE SERVICES** Legal Entity Name: **PONDERA SOLUTIONS, INC.**  
 Agency Code: **407** Contractor Name: **PONDERA SOLUTIONS, INC.**  
 Appropriation Unit: **3228-26** Address: **11290 PYRITES WAY STE 100**  
 Is budget authority available?: **Yes** City/State/Zip: **GOLD RIVER, CA 95670-6337**  
 If "No" please explain: **Not Applicable** Contact/Phone: **Cheryl Rouse 916/389-7863**  
 Vendor No.: **T27038328**  
 NV Business ID: **NV20151626014**

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

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/10/2015**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **12/31/2017**

Contract term: **4 years and 52 days**

4. Type of contract: **Contract**

Contract description: **Fraud Detection**

5. Purpose of contract:

**This is the second amendment to the original contract which provides fraud detection software as a service. This amendment extends the contract from December 31, 2017 to December 31, 2019 and increases the maximum amount from \$1,497,261 to \$1,886,541 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:	\$1,497,261.00	\$1,497,261.00	\$1,497,261.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#2):	\$389,280.00	\$389,280.00	\$389,280.00	Yes - Action
3. New maximum contract amount:	\$1,886,541.00			
and/or the termination date of the original contract has changed to:	12/31/2019			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

SNAP law and regulations require state agencies administering the program to maintain fraud prevention efforts and investigate program violations by SNAP participants.

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

State employees do not have the resources or expertise to provide this service.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Vendor was submitted as part of a Federal Grant Proposal and award was received for this vendor to complete work.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. 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:

Currently under contract with DWSS and providing satisfactory services.

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	jhoba2	10/26/2017 12:26:56 PM
Division Approval	bberry	10/30/2017 12:51:15 PM
Department Approval	vmilazz1	11/02/2017 11:47:54 AM
Contract Manager Approval	sjon23	11/06/2017 10:11:02 AM
Budget Analyst Approval	nhovden	11/14/2017 12:23:12 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: **14613** Amendment Number: **2**

Agency Name: **WELFARE AND SUPPORT SERVICES** Legal Entity Name: **TALX CORPORATION DBA THE WORK NUMBER**

Agency Code: **407** Contractor Name: **TALX CORPORATION DBA THE WORK NUMBER**

Appropriation Unit: **3228-04** Address: **THE WORK NUMBER**

Is budget authority available?: **Yes** City/State/Zip: **SAINT LOUIS, MO 63146**

If "No" please explain: **Not Applicable** Contact/Phone: **314/214-7362**

Vendor No.: **T27017055A**

NV Business ID: **NV20071210846**

To what State Fiscal Year(s) will the contract be charged? **2014-2018**

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

<input checked="" type="checkbox"/> General Funds	<b>30.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	<b>70.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **RFP #1994**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/15/2013**

Anticipated BOE meeting date **12/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **12/15/2017**

Contract term: **4 years and 166 days**

4. Type of contract: **Contract**

Contract description: **Income Verification**

5. Purpose of contract:

**This is the second amendment to the original contract which provides income verification for the Eligibility and Payment unit to determine eligibility for the federal assistance programs administered by the Division, and provides income verification and employment location of non-custodial parents to determine the ability to pay medical or child support and to enforce the support payment. This amendment extends the termination date from December 15, 2017 to April 30, 2018, increases the maximum amount from \$1,689,415 to \$1,860,919, revises Attachment AA-1 - Equifax Pricing Proposal and adds Attachment GG - Contract Extension Request & Justification Form.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,643,005.00	\$1,643,005.00	\$1,643,005.00	Yes - Action
a. Amendment 1:	\$46,410.00	\$46,410.00	\$46,410.00	Yes - Info
2. Amount of current amendment (#2):	\$171,504.00	\$171,504.00	\$217,914.00	Yes - Action
3. New maximum contract amount:	\$1,860,919.00			
and/or the termination date of the original contract has changed to:	04/30/2018			

## II. JUSTIFICATION

7. What conditions require that this work be done?

Federal Law requires that income information is verified prior to issuing benefits.

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 resources to provide this service.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

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

Achievement Behavioral Health  
Iknow LLC  
TALX

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #1994, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 08/01/2012 Anticipated re-bid date: 04/30/2018

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:

Currently under contract with DWSS and providing 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:  
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

dsorensen

11/03/2017 10:43:00 AM

Division Approval	bberry	11/07/2017 14:01:35 PM
Department Approval	vmilazz1	11/08/2017 09:40:20 AM
Contract Manager Approval	mlynn	11/08/2017 10:30:09 AM
Budget Analyst Approval	nhovden	11/14/2017 14:50:09 PM
BOE Agenda Approval	nhovden	11/14/2017 14:50:15 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: **19377**

Agency Name: <b>DHHS - DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name: <b>CGL Companies, LLC</b>
Agency Code: <b>409</b>	Contractor Name: <b>CGL Companies, LLC</b>
Appropriation Unit: <b>1383-11</b>	Address: <b>2485 Natomas Park Drive, Suite 300</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Sacramento, CA 95833</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Karl Becker 916-678-7890</b>
	Vendor No.:
	NV Business ID: <b>NV20171589285</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 %	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 **12/12/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2018**

Contract term: **199 days**

4. Type of contract: **Contract**

Contract description: **Staff Analysis**

5. Purpose of contract:

**This is a new contract to provide adolescent brain development training, cultural assessment and staff analysis services for the juvenile justice facilities as recommended by the Prison Rape Elimination Act auditor pursuant to 28 C.F.R. Part 115.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$89,140.00**

Other basis for payment: \$266.33 per hour for Staff Analysis; \$212.61 per hour for Culture Assessment; \$268.09 for Adolescent Development Training

#### II. JUSTIFICATION

7. What conditions require that this work be done?

In order to be PREA compliant the agency is having a staffing analysis for our three (3) facilities to ensure that staff are being utilized appropriately and adequately to fulfill mandated staffing ratios. The PREA auditor also recommended a culture assessment including providing adolescent brain development training at the Caliente Youth Center.

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

State employees or agencies do not conduct staffing analyses, cultural assessments, or targeted training on adolescent brain behavior.

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):

Just Detention International  
The Moss Group  
CGL Companies  
National Partnership for Juvenile Services

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to Agency RFP #JJ18-02, 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:

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	dander16	10/12/2017 15:27:01 PM
Division Approval	pcolegro	10/25/2017 08:09:22 AM
Department Approval	vmilazz1	10/25/2017 15:23:37 PM
Contract Manager Approval	sknigge	10/25/2017 16:50:18 PM
Budget Analyst Approval	nhovden	10/31/2017 12:23:14 PM
BOE Agenda Approval	nhovden	10/31/2017 12:23:17 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>16967</b>	Amendment Number: <b>1</b>
Agency Name: <b>ADJUTANT GENERAL &amp; NATIONAL GUARD</b>	Legal Entity Name: <b>H2O ENVIRONMENTAL, INC.</b>
Agency Code: <b>431</b>	Contractor Name: <b>H2O ENVIRONMENTAL, INC.</b>
Appropriation Unit: <b>3650-16</b>	Address: <b>3510 Baron Way Suite 200</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89511</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Kevin Anderson 775-351-2237</b>
	Vendor No.: <b>PUR0002244</b>
	NV Business ID: <b>NV19961214703</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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

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

Agency Reference #: **NMD# 026-15-S**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/31/2015**

Anticipated BOE meeting date **12/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **12/30/2017**

Contract term: **3 years and 153 days**

4. Type of contract: **Contract**

Contract description: **HAZ WASTE DISPOSAL**

5. Purpose of contract:

**This is the first amendment to the original contract to provide long term waste disposal services, including materials generated and used at the agency's facilities. This amendment extends the termination date from December 30, 2017 to December 30, 2018 and increases the maximum amount from \$48,000 to \$72,000 due to the need to maintain ongoing services while a solicitation for a new contract is completed.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$48,000.00	\$48,000.00	\$48,000.00	Yes - Info
2. Amount of current amendment (#1):	\$24,000.00	\$24,000.00	\$72,000.00	Yes - Action
3. New maximum contract amount: and/or the termination date of the original contract has changed to:	\$72,000.00 12/30/2018			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Army National Guard's hazardous waste must be treated and handled within federal, state, and local 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 requisite skills and certifications to perform hazardous waste disposal 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):

b. Solicitation Waiver: **Not Applicable**

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

This vendor was chosen through the bidding process as the lowest bidder for required services. This vendor has performed these services in the past and services has been 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?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor has previously contracted with the Office of the Military and 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:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ctyle1	10/25/2017 13:43:40 PM
Division Approval	ctyle1	10/25/2017 13:43:48 PM
Department Approval	ctyle1	10/25/2017 13:43:52 PM
Contract Manager Approval	twollan1	10/26/2017 13:28:04 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: **19371**

Agency Name:	<b>DEPARTMENT OF CORRECTIONS</b>	Legal Entity Name:	Board of Regents, Nevada System of Higher Education (NSHE) OBO
Agency Code:	<b>440</b>	Contractor Name:	<b>Board of Regents, Nevada System of Higher Education (NSHE) OBO</b>
Appropriation Unit:	<b>3711-22</b>	Address:	<b>University of Nevada Las Vegas 4505 W. Maryland Parkway Las Vegas, NV 89154-5009</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Las Vegas, NV 89154-5009</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Emily J. Salisbury 702-895-0236
		Vendor No.:	D35000300
		NV Business ID:	Governmental Entity

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 #: **DHHS RFP 3106**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/12/2017**Anticipated BOE meeting date **12/2017**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **09/30/2019**Contract term: **1 year and 291 days**4. Type of contract: **Interlocal Agreement**Contract description: **RE-Entry Program**

5. Purpose of contract:

**This is a new interlocal agreement to provide ongoing policy evaluation and assessment validation for the Nevada Strategic Recidivism Reduction Plan.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,476.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The NDOC was provided the Second Chance Act Grant through the Bureau of Justice for Year 2 activities. This grant works to provide re-entry services, training, evaluation, research and validation of research to measure efforts to reduce recidivism. The Department is contracting with UNLV to evaluate Nevada's assessments, specifically for women. UNLV with partner to provide and develop a gender responsive assessment for the Florence McClure Women's Correctional Center to support program placement to reduce recidivism in Nevada.

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

An outside party is required for this service, as the Department does not have the resources or technical expertise to accomplish this goal.

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

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

Not Applicable

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

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

NRS 277.180- Any one or more public agencies may contract with one or more other public agencies to perform any governmental service, activity, or undertaking, which any of its public agencies is authorized by law to performed. The federally approved indirect cost rate is 26%.

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

26%

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	vostin	10/12/2017 09:20:46 AM
Division Approval	sewart	10/13/2017 09:32:15 AM
Department Approval	sewart	10/13/2017 09:32:18 AM
Contract Manager Approval	ahailey	10/13/2017 14:08:15 PM
Budget Analyst Approval	bmacke1	11/15/2017 14:34:00 PM
BOE Agenda Approval	myoun3	11/16/2017 16:03:54 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: **19368**

Agency Name: <b>DEPARTMENT OF CORRECTIONS</b>	Legal Entity Name: Board of Regents, University of Nevada, Reno
Agency Code: <b>440</b>	Contractor Name: <b>Board of Regents, University of Nevada, Reno</b>
Appropriation Unit: <b>3711-22</b>	Address: <b>1664 Virginia St. MS 313</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89557</b>
If "No" please explain: Not Applicable	Contact/Phone: Dr. Veronica Dahir 775-784-6272
	Vendor No.: D35000816
	NV Business ID: Governmental Entity
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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: DHHS RFP 3106

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 12/2017

Retrospective? **Yes**

If "Yes", please explain

**The Bureau of Justice approved an extension of the grant period for Nevada's Second Chance Act Strategic Recidivism Reduction (SRR) grant from September 30, 2017 to November 30, 2017 to meet the grant deliverables. The department was unable to amend Contract 18238 to extend the original contract term. This contract will give the department the additional time to meet SRR grant deliverables.**

3. Termination Date: **11/30/2017**Contract term: **60 days**4. Type of contract: **Interlocal Agreement**Contract description: **Re-Entry Programs**

5. Purpose of contract:

**This is a new interlocal agreement to evaluate the effectiveness of the Nevada Second Chance Act Strategic Recidivism Reduction Plan grant goals.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$76,965.28****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Department was provided a grant through the Bureau of Justice Assistance Second Chance Act to provide re-entry services to reduce recidivism rates. The Department is contracting with UNR to evaluate the effectiveness of the grant goals.

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

An outside party is required for this service and therefore services cannot be provided by the Department.

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

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



Not Applicable

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

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

NRS 277.180 Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of its public agencies is authorized by law to perform.

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

Total indirect cost at 43.5%

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?

**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	vostin	10/13/2017 11:19:11 AM
Division Approval	sewart	10/16/2017 09:17:14 AM
Department Approval	sewart	10/16/2017 09:17:20 AM
Contract Manager Approval	vfajota	11/06/2017 07:50:23 AM
Budget Analyst Approval	bmacke1	11/15/2017 14:42:17 PM
BOE Agenda Approval	myoun3	11/16/2017 16:07:57 PM
BOE Final Approval	Pending	

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



Brian Sandoval  
*Governor*

James Dzurenda  
*Director*

John Borrowman  
*Deputy Director  
Support Services*

**State of Nevada  
Department of Corrections**

**MEMORANDUM**

**TO:** Bridgette Garrison, Budget

**THROUGH:** Scott Ewart, Chief of Fiscal Services

**FROM:** Venus Fajota, Chief of Purchasing & Inmate Services

**DATE:** October 11, 2017

**SUBJECT:** Retroactive Contract: Board of Regents, University of Nevada Reno (UNR) – CETS # 19368

The Department requested a no-cost extension of the Bureau of Justice Assistance Second Chance Act Strategic Recidivism Reduction (SRR) grant which had an original end date of September 30, 2017. The Bureau of Justice approved a no-cost extension to November 30, 2017, and that information was communicated to NDOC Purchasing in mid-September. This impacted a couple NDOC contracts including contract # 18383; which was the original contract for these services that expired September 30, 2017.

Concurrently there were staffing challenges in NDOC Purchasing because of staff retirement and leave. As a result, the Department was unable to submit a contract extension for contract # 18238 prior to the September 30 expiration date.

Department of Corrections Program staff has authorized UNR to continue providing services so grant deliverables could be met within the Bureau of Justice's approved program period extension.

Please accept this information as justification for contract # 19368 to be effective October 1, 2017.

Thank you.

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **19370**

Agency Name: <b>DEPARTMENT OF CORRECTIONS</b>	Legal Entity Name: <b>Correctional Counseling, Inc.</b>
Agency Code: <b>440</b>	Contractor Name: <b>Correctional Counseling, Inc.</b>
Appropriation Unit: <b>3711-22</b>	Address: <b>2028 Exeter Rd.</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Germantown, TN 38138</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Breathitt Robinson 901-360-1564</b>
	Vendor No.: <b>T32004851</b>
	NV Business ID: <b>NV20171286117</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.

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 **12/12/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **09/30/2018**

Contract term: **291 days**

4. Type of contract: **Contract**

Contract description: **Re-Entry Programs**

5. Purpose of contract:

**This is a new contract to provide ongoing training for the department's re-entry program staff. The training was identified by the Second Chance Act Grant for the Nevada Strategic Recidivism Reduction Plan.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$72,046.00**

Other basis for payment: Basic training & license fee \$12,800; Step 1 \$6,800; Step 2 \$13,600; Step 3 \$7,600; and training materials \$31,246.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Bureau of Justice federal award requires the assessment and evidence-based training activities for staff development with the goal of reducing recidivism. These activities were identified in the grant as required activities and funded entirely by the federal grant. Correctional Counseling, Inc. will be providing evidence-based correctional programming specifically, Moral Reconciliation Therapy.

If the contract is not approved, the department will not be able to perform and complete the mandatory training as required by the Second Chance Act Grant to ensure there are at least two (2) effective cognitive based programs with certification and audit metrics to evaluate performance.

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

The evidence-based practice and curriculum on Moral Reconciliation Therapy is a specialized program. The department does not have the expertise to deliver this level of training without the technical and education support from Correctional Counseling, Inc. No other stated agency provides 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: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 170404**

**Approval Date: 04/27/2017**

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

Approved under Second Chance Act Statewide Adult Recidivism Reduction Strategic Plan Grant for evidence based correctional programming specifically Moral Reconciliation Therapy.

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	sewart	11/07/2017 16:31:27 PM
Division Approval	sewart	11/07/2017 16:31:31 PM
Department Approval	sewart	11/07/2017 16:31:35 PM
Contract Manager Approval	vfajota	11/07/2017 16:31:55 PM
Budget Analyst Approval	bmacke1	11/08/2017 09:07:48 AM
BOE Agenda Approval	myoun3	11/08/2017 12:29:05 PM
BOE Final Approval	Pending	



<b>Purchasing Use Only:</b>	
Approval#:	170404

### 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 Department of Corrections (NDOC)		
		<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
		Janet Hardy, Contracts Manager	(775) 887-3333	jahardy@doc.nv.gov
		Venus Fajota, Chief of Purchasing	(775) 887-3234	vfajota@doc.nv.gov

<b>Vendor Information:</b>		
<b>1b</b>	Identify Vendor:	Correctional Counseling, Inc.
	Contact Name:	Breathitt Robinson
	Address:	2028 Exeter Rd., Germantown, TN 38138
	Telephone Number:	(901) 360-1564
	Email Address:	Breathitt.mrt@gmail.com

<b>1c</b>	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	Sole or Single Source:	Sole Source
	Professional Service Exemption:	

<b>Contract Information:</b>				
<b>1d</b>	Is this a new Contract?	Yes	X	No
	Amendment:	#		
	CETS:	#18657		

<b>1e</b>	<b>Term:</b>			
	One (1) Time Purchase:	One Time Purchase		
	Contract:	Start Date:	Upon BOE Approval	End Date: 09/30/2017

<b>1f</b>	<b>Funding:</b>	
	State Appropriated:	
	Federal Grant Funds:	BA 3711 CAT 22
	Grant Funds:	
	Other (Explain):	

<b>1g</b>	<b>Total Estimated Value of this Service Contract, Amendment or Purchase:</b>
	\$71,650.00

	<b>Provide a description of work/services to be performed or commodity/good to be purchased:</b>
2	<p><i>The Correctional Counseling, Inc. (CCI) will provide evidence-based correctional programming – specifically Moral Reconciliation Therapy (MRT), to NDOC as part of the Second Chance Act Statewide Adult Recidivism Reduction Strategic Plan Grant (Second Chance Act Grant), including the practices, tools and train-the-trainer course. Doing so will allow NDOC to deliver a cognitive-based program and intervention for continuity of care, particularly for Veteran offenders.</i></p> <p><i>The MRT workbooks and other related materials are only sold to CCI by Eagle Wing Books, Inc. under an exclusive distribution contract.</i></p>

	<b>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</b>
3	<p><i>MRT is trademarked and CCI is the sole and exclusive source of MRT and related materials as well as training in the MRT, facilitator certification and related programs.</i></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>
4	<p><i>The NDOC cannot competitively bid for a trademarked service which is only offered by one firm. Moral Recognition Therapy (MRT) is trademarked and CCI is the only authorized firm to train MRT (see the attachments).</i></p> <p><i>The NDOC initially contacted the University of Cincinnati, the University of Reno, the Bureau of Justice and Substance Abuse and Mental Health Service Administration (SAMHSA) and the U.S. Department of Health and Human Services to seek a bid to provide the train-the-trainer training to our staff. NDOC was advised, by all prospective vendors, CCI is the only vendor that provides the MRT Works Program. CCI is the sole and exclusive source of and has the copy-right materials.</i></p>

	<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>MRT is trademarked and CCI is the sole and exclusive source of MRT and related materials as well as training in the MRT, facilitator certification and related programs</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 type="checkbox"/>	No:	<input checked="" type="checkbox"/>
6	a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship</i>				

<i>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>
		\$		
		\$		

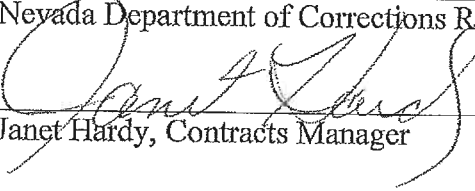
7	<p><b>What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?</b></p> <p><i>If the waiver request is not approved, NDOC will not be able to meet the mandates of the federal Second Chance Act grant awarded to NDOC to ensure there are at least two (2) effective cognitive-based programs with certification and audit metrics to evaluate performance and risk federal funding for the future.</i></p> <p><i>NDOC has Getting it Right as their first cognitive-based program and MRT will provide the second cognitive-based program and will allow NDOC to meet the mandates of the federal Second Chance Act grant award.</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>The NDOC initially contacted the University of Cincinnati, the University of Reno, the Bureau of Justice and Substance Abuse and Mental Health Service Administration (SAMHSA) and the U.S. Department of Health and Human Services to seek a bid to provide the train-the-trainer training to our staff. NDOC was advised, by all prospective vendors, CCI is the only vendor that provides the MRT Works Program. CCI holds the copy-right materials to provide these services (see attached).</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> <p>Yes:      X      No:</p>
	<p>a. <i>If yes, please provide details regarding future obligations or needs.</i></p> <p><i>CCI is the only provider of MRT, and has been providing these services for over thirty years; it is copy-right material. NDOC would like to contract with CCI for train-the-trainer, and later master trainer, through federal funds, for sustainability and to enhance and maintain the program with NDOC staff. However, that can only be done with initial education and programming. If NDOC does not use MRT through the federal Second Chance grant funds the NDOC would have to return the federal funding since there is no other vendor who can provide this program material.</i></p>

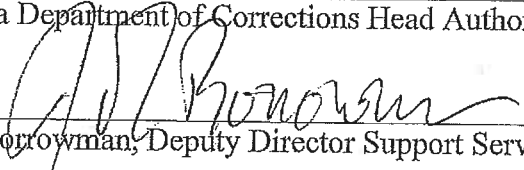
By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

Nevada Department of Corrections Representative Initiating Request

  
Janet Hardy, Contracts Manager

4/27/17  
Date

Nevada Department of Corrections Head Authorizing Request

  
John Borrowman, Deputy Director Support Services

4/27/17  
Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. **This signature does not exempt your agency from any other processes that may be required.**

~~Name of agency or entity who provided information or review:~~

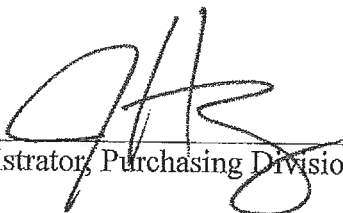
~~Representative Providing Review~~

~~Print Name of Representative Providing Review~~ ~~Date~~

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

  
Administrator, Purchasing Division or Designee

4-27-17  
Date



### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **19390**

Agency Name: **DEPARTMENT OF CORRECTIONS**  
Agency Code: **440**  
Appropriation Unit: **3722-04**  
Is budget authority available?: **Yes**  
If "No" please explain: Not Applicable

Legal Entity Name: **ECOLAB, Inc.**  
Contractor Name: **ECOLAB, Inc.**  
Address: **1 Ecolab Place EGH 07**  
City/State/Zip: **St. Paul, MN 55102-1390**  
Contact/Phone: **Bruce Kottom 651-250-2892**  
Vendor No.: **pur0000701**  
NV Business ID: **NV19651000193**

To what State Fiscal Year(s) will the contract be charged? **2018-2023**

What is the source of funds that 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 **01/01/2018**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2022**

Contract term: **5 years**

4. Type of contract: **Lease/Purchase Agreement**

Contract description: **Leasing Dishwashers**

5. Purpose of contract:

**This is a new lease purchase agreement to provide commercial dishwashers at various conservation camps located throughout the state. The services provided include removal and disposal of existing machines along with installation and all maintenance of new machines.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$93,453.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**For the health and safety of staff and inmates**

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

**NDOC does not have the equipment and or staff necessary to do this service. No other State agency offers these services.**

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

b. Solicitation Waiver: **Not Applicable**

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

**Ecolab Inc. was the only respondent to State Purchasing's RFP #3486. They are the current vendor and can meet the needs of the Department.**

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:

FY 15 - FY 19 & FY12 - FY16 Department of Corrections, service 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:

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:

Arlene Hailey, Purchasing Manager Ph: 775-887-3259

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bweisent	11/07/2017 11:28:57 AM
Division Approval	amonro1	11/07/2017 12:45:41 PM
Department Approval	sewart	11/07/2017 12:55:51 PM
Contract Manager Approval	ahailey	11/08/2017 13:01:43 PM
Budget Analyst Approval	bmacke1	11/09/2017 09:27:49 AM
BOE Agenda Approval	myoun3	11/09/2017 10:24:12 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: **19449**

Agency Name: <b>DPS-DIRECTOR'S OFFICE</b>	Legal Entity Name: Kirvin Doak Communications, Inc.
Agency Code: <b>650</b>	Contractor Name: <b>Kirvin Doak Communications, Inc.</b>
Appropriation Unit: <b>4706 - All Categories</b>	Address: <b>5230 West Patrick Lane</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: Lynn Wetzel 702-737-3100
	Vendor No.:
	NV Business ID: NV19991143853
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>22.00 %</b>	Bonds	0.00 %
<b>X</b> Highway Funds	<b>70.00 %</b>	<b>X</b> Other funding	<b>8.00 % Department Funding</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/12/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/11/2019**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Media/Marketing**

5. Purpose of contract:

**This is a new contract to provide ongoing media and marketing services for the Department with a focus on the Zero Fatalities Campaign and recruiting activities.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00**

Other basis for payment: Each deliverable will be estimated and pre-approved prior to work commencing

#### II. JUSTIFICATION

7. What conditions require that this work be done?

This contract is needed to provide media and marketing services for the Department. Primarily, this vendor will focus on the Office of Traffic Safety and the Motor Carrier section of Highway Patrol to continue campaigns toward Zero Fatalities on Nevada's roads. Other Divisions may use the contract for recruiting activities.

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

There are no State employees with the expertise to provide these services.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

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

Penna Powers  
KPS3  
Kirvin Doak Communications

b. Solicitation Waiver: **Not Applicable**

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

Vendor had the highest overall score for technical, cost and demonstration.

d. Last bid date: 10/25/2017 Anticipated re-bid date: 07/01/2021

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:  
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	shoh1	11/07/2017 11:42:47 AM
Division Approval	shoh1	11/07/2017 11:42:49 AM
Department Approval	cboegle	11/17/2017 08:39:42 AM
Contract Manager Approval	cboegle	11/17/2017 08:39:46 AM
Budget Analyst Approval	jrodrig9	11/17/2017 13:05:30 PM
BOE Agenda Approval	myoun3	11/17/2017 14:32:18 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: **19437**

Agency Name: <b>DPS-DIRECTOR'S OFFICE</b>	Legal Entity Name: <b>Harris Corporation DBA PUBLIC SAFETY PROFESSIONAL COMMUNICATIONS</b>
Agency Code: <b>650</b>	Contractor Name: <b>Harris Corporation DBA PUBLIC SAFETY PROFESSIONAL COMMUNICATIONS</b>
Appropriation Unit: <b>4730-20</b>	Address: <b>221 Jefferson Ridge Parkway</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Lynchburg, VA 24501-6952</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Sarah Donley 800-368-3277</b>
	Vendor No.: <b>PUR0000493</b>
	NV Business ID: <b>NV19831009840</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 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
<b>X Highway Funds</b>	<b>100.00 %</b>	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/12/2017**

Anticipated BOE meeting date **12/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2018**

Contract term: **199 days**

4. Type of contract: **Contract**

Contract description: **Dispatch Consoles**

5. Purpose of contract:

**This is a new contract to provide installation of dispatch consoles at the Records, Communications and Compliance Division offices in Carson City and Las Vegas.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$59,927.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

RCCD has been legislatively approved to replace certain dispatch equipment and the installation of this equipment must be completed by Harris Corporation so as to not void the warranty.

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

State employees do not have sufficient training and installation by anyone other than Harris Corporation will void the warranty.

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 #: 171004**

**Approval Date: 11/06/2017**

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?

**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:

Melissa Costa, Management Analyst 2 Ph: 775.684.6259

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nkephart	11/02/2017 13:33:50 PM
Division Approval	nkephart	11/02/2017 13:33:53 PM
Department Approval	mcar2	11/02/2017 14:54:22 PM
Contract Manager Approval	mcar2	11/02/2017 14:54:27 PM
Budget Analyst Approval	jrodrig9	11/09/2017 14:41:50 PM
BOE Agenda Approval	myoun3	11/13/2017 12:16:38 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#:	171004

## 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>		
	<b>State Agency:</b>	Department of Public Safety - Records, Communications and Compliance	
	<b>Contact Name and Title</b>	<b>Phone Number</b>	<b>Email Address</b>
	Melissa Costa, Management Analyst	775.684.6259	mcosta@dps.state.nv.us
	Tammy Trio, Admin. Services Officer II	775.684.6203	ttrio@dps.state.nv.us

<b>Vendor Information:</b>		
<b>1b</b>	<b>Identify Vendor:</b>	Harris Corporation
	<b>Contact Name:</b>	Jayne Leighton Sarah Donley
	<b>Address:</b>	221 Jefferson Ridge Parkway, Lynchburg, VA 24501
	<b>Telephone Number:</b>	(800) 368-3277
	<b>Email Address:</b>	sleigh01@harris.com sdonley@harris.com

<b>1c</b>	<b>Type of Waiver Requested - Check the appropriate type:</b>	
	<b>Sole or Single Source:</b>	Sole Source
	<b>Professional Service Exemption:</b>	---

<b>Contract Information:</b>			
<b>1d</b>	<b>Is this a new Contract?</b>	Yes	xxxxx
	<b>Amendment:</b>	#	---
	<b>CETS:</b>	#	---

<b>1e</b>	<b>Term:</b>			
	<b>One (1) Time Purchase:</b>	xxxxx		
	<b>Contract:</b>	<b>Start Date:</b>	December 1, 2017	<b>End Date:</b> June 30, 2018

<b>1f</b>	<b>Funding:</b>	
	<b>State Appropriated:</b>	Legislatively approved one-shot appropriations
	<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>
	\$59,927.00

2	<b>Provide a description of work/services to be performed or commodity/good to be purchased:</b>
	Vendor shall be responsible for the installation of previously purchased equipment and software to update dispatch consoles located in both Carson City and Las Vegas.

3	<b>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</b>
	Allowing another vendor to complete the required installation places the Agency of risk of voiding associated equipment warranties and incurring additional repair and service costs.

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>
	Harris Corporation was designated in the EITS approved TIR because of the compatibility with the existing Enhanced Digital Access and Control System (EDACS) equipment and the digital audio recording equipment (Goserco). The current systems are running on a platform which will no longer be supported as of December 2017. The equipment approved for purchase works with the existing system and NDOT's preferred system chosen for the update to the Nevada Shared Radio Systems (which is currently in the evaluation phase).

5	<b>Were alternative services or commodities evaluated? Check One.</b>	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i>				
	The following information is from the EITS approved TIR:				
	<i>Alternatives Rating Table</i>				
	<i>Alternative</i>	<i>Evaluation Rating (Pass, Fail or N/A)</i>	<i>Explanation of Rating</i>		
	Status Quo	Fails	Current Harris C3 Maestro consoles are at end of life, replacement parts are difficult to find, they run on unsupported (Microsoft XP) operating systems, are difficult to troubleshoot when problems arise, difficult to find technicians with expertise to repair, and experience intermittent failures.		
	Modify	Fails	There is no way to modify the current Harris C3 Maestro consoles to rectify the situation. Harris will not support these radio consoles after December 2017.		
	Build	Fails	Expertise to build a dispatch radio console system that communicates with the Nevada Shared Radio System (NSRS) and the digital audio recording system is not within State expertise. The current radio consoles are vendor-specific and operate with the NSRS.		
COTS	Fails	There are no COTS products available that meet the division's needs. The radio consoles are not off-the-shelf products and must be configured for each customer's needs.			
Transfer	Not Available	This is not available. There is nobody to transfer the radio consoles to.			
Outsource	Pass	The Harris Symphony console passes as the only viable alternative. The Symphony console is compatible with the State's current radio platform and can be modified to be compatible with a different vendor's radio platform if selected by the Nevada Shared Radio System radio platform selection committee. The Symphony Console will provide critical 24x7x365 radio communications between Public Safety Telecommunicators and law enforcement field personnel. The consoles will be vendor supported, run on a supported operating system, easier for staff to use, and easier for technicians to maintain. The audio loggers are a critical component and the quoted solution works with Harris P25 Voice Network Interface Controller (VNIC) radio transmissions.			
Other	Not Available	No other solutions are viable.			



	b. <b><i>If not, why were alternatives not evaluated? N/A</i></b>

<b>Has the agency purchased this service or commodity in the past? Check One.</b>				Yes:		No:	
<b>Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers MUST accompany this request.</b>							
a. <b><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>							
<b>6</b>	<b>Term</b>		<b>Value</b>	<b>Short Description</b>		<b>Type of Procurement</b>	
	<b>Start and End Dates</b>					<b>(RFP#, RFQ#, Waiver #)</b>	
			\$	Current equipment was purchased in 2009 under DPS-Highway Patrol. Information related to the procurement is no longer available in accordance with the State's Retention Schedule.			
			\$				
			\$				
			\$				
		\$					

<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>
Denying this waiver could potentially make another vendor responsible for installation of the equipment, thereby voiding warranties included with the purchase.	

<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>
Please see Section 5 for Alternate Solution Options from the TIR.	

<b>Will this purchase obligate the State to this vendor for future purchases? <i>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</i></b>				Yes:		No:	x
<b>9</b>	a. <b><i>If yes, please provide details regarding future obligations or needs.</i></b>						

--Continued--  
Approvals on Page 4

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.

*Melissa Costa*

Agency Representative Initiating Request

*Melissa Costa, Management Analyst*

Print Name of Agency Representative Initiating Request

*10.05.17*

Date

*Julie Butler*

Signature of Agency Head Authorizing Request

*10-5-17*

*Julie Butler*

*Administrator - Records, Communications and Compliance*

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

*10-6-2017*

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: **11555** Amendment Number: **5**  
 Agency Name: **DPS-RECORDS, COMMUNICATIONS, AND COMPLIANCE** Legal Entity Name: **Spillman Technologies, Inc.**  
 Contractor Name: **Spillman Technologies, Inc.**  
 Agency Code: **655** Address: **4625 West Lake Blvd.**  
 Appropriation Unit: **4709-15** City/State/Zip: **Salt Lake City, UT 84120**  
 Is budget authority available?: **Yes** Contact/Phone: **Craig Inglish 80-902-1617**  
 If "No" please explain: **Not Applicable** Vendor No.:  
 NV Business ID: **NV20101073893**

To what State Fiscal Year(s) will the contract be charged? **2011-2020**

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 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/12/2010**

Anticipated BOE meeting date **12/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2020**

Contract term: **9 years and 264 days**

4. Type of contract: **Contract**

Contract description: **Technology Contract**

5. Purpose of contract:

**This is the fifth amendment to the original contract to provide implementation of a statewide multi-jurisdictional public safety information system. This amendment increases the contract maximum amount from \$7,908,253.67 to \$9,166,843.67 to facilitate necessary server and system module upgrades in compliance with new National Incident-Based Reporting System federal mandates regarding increased reporting requirements.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$6,895,814.00	\$6,895,814.00	\$6,895,814.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
b. Amendment 2:	\$934,039.00	\$934,039.00	\$934,039.00	Yes - Action
c. Amendment 3:	\$0.00	\$0.00	\$0.00	No
d. Amendment 4:	\$78,400.67	\$78,400.67	\$78,400.67	Yes - Action
2. Amount of current amendment (#5):	\$1,258,590.00	\$1,258,590.00	\$1,258,590.00	Yes - Action
3. New maximum contract amount:	\$9,166,843.67			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Lack of ability for the law enforcement community statewide to share information critical to public and officer safety. In regards to Amendment 5, there is a new Federal mandate requiring an increase in reporting into the NIBRS system.

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

Using state programmers to build a custom system would be more costly, take longer and be less effective than purchasing a proven product.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor most closely met the requirements of the solicitation.

d. Last bid date: 02/02/2010 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 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)?

**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	mcar2	11/08/2017 12:45:49 PM
Division Approval	jdibasil	11/08/2017 13:44:16 PM

Department Approval	cboegle	11/17/2017 08:42:59 AM
Contract Manager Approval	cboegle	11/17/2017 08:43:06 AM
EITS Approval	lolso3	11/17/2017 14:07:15 PM
Budget Analyst Approval	myoun3	11/17/2017 14:35:20 PM
BOE Agenda Approval	myoun3	11/17/2017 14:35:26 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: **19444**

Agency Name:	<b>DCNR - CONSERVATION &amp; NATURAL RESOURCES</b>	Legal Entity Name:	<b>ENVIRONMENTAL INCENTIVES, LLC</b>
Agency Code:	<b>700</b>	Contractor Name:	<b>ENVIRONMENTAL INCENTIVES, LLC</b>
Appropriation Unit:	<b>4150-10</b>	Address:	<b>3351 LAKE TAHOE BLVD STE 2</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>SOUTH LAKE TAHOE, CA 96150-7920</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>EOIN DOHERTY 530-541-2980</b>
		Vendor No.:	<b>PUR0005645</b>
		NV Business ID:	<b>NV20101203250</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.

<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 **12/12/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2019**Contract term: **2 years and 19 days**4. Type of contract: **Contract**Contract description: **Conserv Credit Study**

5. Purpose of contract:

**This is a new contract to provide ongoing improvement and implementation to the modeling spreadsheets for the Nevada Conservation Credit System (CCS) to facilitate credit and debit projects, produce performance reports and make the CCS more accessible and efficient to operate.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$200,000.00**

Other basis for payment: Up to \$100,000 per fiscal year upon receipt of valid monthly invoice with appropriate backup

**II. JUSTIFICATION**

7. What conditions require that this work be done?

In 2013, the State of Nevada, DCNR contracted with Environmental Incentives to develop a modeling for valuing Greater Sage-grouse (GRSG) habitat, quantifying GRSG habitat improvements (credits) and disturbances (debits), and the development of mitigation exchange program to track mitigation with disturbances in order to demonstrate a net conservation gain to the species. The system needed to be scientifically based, have the buy-in of affected stakeholders, and meet federal mitigation requirements for the GRSG. The entire mitigation program is known and the Nevada Conservation Credit System (CCS) and habitat modeling program is known as the Habitat Quantification Tool (HQT).

Because new science regarding GRSG is always emerging, it was always envisioned that the CCS and HQT would need to be updated to reflect the best available science. It was also envisioned that the CCS would periodically need to be modified to reflection current or changing federal regulations, as well as to make the system more user friendly and streamlined. In general, the work/services for this contract can be described as adaptive management (incorporation of best information) and functionality (e.g. meet federal policies, user improvements, etc.).

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 expertise or knowledge to perform this project.

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 #: 171003**  
**Approval Date: 10/06/2017**

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:

12/3/13-12/31/17: The Department of Conservation and Natural Resources has a current contract (expiring 12/31/17) with this vendor, and the quality of service provided 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:

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	kwilliam	11/06/2017 13:26:41 PM
Division Approval	kwilliam	11/06/2017 13:26:44 PM
Department Approval	pmisch	11/07/2017 11:02:29 AM
Contract Manager Approval	kwilliam	11/07/2017 13:36:54 PM
Budget Analyst Approval	cpalme2	11/08/2017 10:21:45 AM
BOE Agenda Approval	sbrown	11/08/2017 16:42:26 PM





State of Nevada  
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

Patrick Cates  
Director

Jeffrey Haag  
Administrator

<b>Purchasing Use Only:</b>	
Approval#:	171003

## 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>		DCNR-Sagebrush Ecosystem Program	
<b>1a</b>	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	Jim Lawrence, Deputy Director DCNR	684-2726	lawrence@dcnr.nv.gov
	Kelly McGowan, Program Manager	684-8600 ext.28	kmcgowan@sagebrusheco.nv.gov

<b>Vendor Information:</b>	
Identify Vendor:	Environmental Incentives, LLC.
Contact Name:	Eoin Doherty
Address:	3351 Lake Tahoe Blvd.
Telephone Number:	530-541-2980
Email Address:	edoherty@enviroincentives.com

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

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

<b>Term:</b>					
<b>1e</b>	One (1) Time Purchase:	<input type="checkbox"/>			
	Contract:	Start Date:	BOE Approval	End Date:	December 31, 2019

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

<b>1g</b>	<b>Total Estimated Value of this Service Contract, Amendment or Purchase:</b> \$200,000 (approximately \$100,000 per year)
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**Provide a description of work/services to be performed or commodity/good to be purchased:**

*In 2013, the State of Nevada, DCNR contracted with Environmental Incentives to develop a modeling for valuing Greater Sage-grouse (GRSG) habitat, quantifying GRSG habitat improvements (credits) and disturbances (debits), and the development of mitigation exchange program to track mitigation with disturbances in order to demonstrate a net conservation gain to the species. The system needed to be scientifically based, have the "buy-in" of affected stakeholders, and meet federal mitigation requirements for the GRSG. The entire mitigation program is known and the Nevada Conservation Credit System (CCS) and habitat modeling program is known as the Habitat Quantification Tool (HQT).*

2 *Because new science regarding GRSG is always emerging, it was always envisioned that the CCS and HQT would need to be updated to reflect the best available science. It was also envisioned that the CCS would periodically need to be modified to reflection current or changing federal regulations, as well as to make the system more user friendly and streamlined. In general, the work/services for this contract can be described as adaptive management (incorporation of best information) and functionality (e.g. meet federal policies, user improvements, etc.)*

*Adaptive management work/services include modifications of the HQT to more accurately value habitat that is impacted by Pinyon-Juniper tree encroachment, reflect current science regarding impacts to GRSG as a result of various types of linear facilities (e.g. overhead transmission lines), in addition to any unforeseen changes that will need to be made based on quality assurance results and unforeseen scientific or policy information.*

*Functionality improvements will include updates to the CCS policy manual to reflect changes to the HQT, development of companion operation forms for the mitigation (e.g. financial assurance instruments, development of a user handbook, development of an administrative fee structure, development of a mitigation transaction registry, development of a GIS based HQT program so that participating landowners can more easily participate in the program.*

*Lastly, work/services will include evaluating the expansion of the scope of the CCS to include other sagebrush ecosystem species/services or the bi-State population if necessary.*

**What are the unique features/qualifications required for this service or good that are not available from any other vendor:**

3 *Unique qualifications/capabilities required to perform this work/services include an ability to synthesize science into habitat quantification methods, which is different than suitability models or monitoring methods. In addition, unique qualifications/capabilities include having a complete understanding of the CCS (policies, operational processes and tools) and the HQT. In addition, it is highly desirable that any vendor has a thorough knowledge of decisions and alternatives that were thoroughly analyzed in the development of the CCS and HQT. Lastly, unique qualifications/capabilities include experience and expertise designing compensatory mitigation programs and habitat exchanges in particular. All of the above is necessary for cost effective and efficient execution of the contract. Environmental Incentives (EI) is the only company we are aware of that possesses all the necessary unique qualifications.*

4 **Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:**

→ EI led the design and development of the CCS, HQT, operational processes and tools, and website. EI also assisted the state with the 2015 and 2016 annual adaptive management cycles, and is currently developing a web application for landowners to quickly evaluate the credit potential of their property. No other vendor has the irreplaceable historical knowledge of the CCS, the expertise and experience related to developing habitat exchange mitigation programs, and the broad range of capabilities necessary to support the State with the successful launch of the CCS. EI's unique capabilities and knowledge will help the state increase efficiency and ensure accuracy of credit/debit transactions, limit liability for the State of Nevada, and improve the effectiveness of the CCS.

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>					
	No other alternatives were evaluated because no other alternatives would provide the capabilities needed and the associated cost-efficiency that EI has provided.					
	b. <i>If not, why were alternatives not evaluated?</i>					
It would be very inefficient, costly and, potentially, risky for the State to use another organization or vendor without the unique technical capabilities and historical knowledge of EI.						

6	<b>Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers MUST accompany this request.</b>				Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</i>							
	<i>Term Start and End Dates</i>		<i>Value</i>	<i>Short Description</i>		<i>Type of Procurement (RFP#, RFQ#, Waiver #)</i>		
	12/3/13	12/31/17	\$999,029	Conservation Credit System		RFP#3092		
			\$					
		\$						
		\$						
		\$						

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>
	A competitive bid will be costly and distracting for the Sagebrush Ecosystem Program (SEP), and most importantly, may take additional time to establish. It is likely that bringing in a new vendor, even if highly qualified, would create an inordinate amount of additional time for the staff to "train" the new vendor on the CCS and express the ongoing needs of the Program. Not having EI available to quality assure transactions this fall, and to assist with the 2017 adaptive management cycle will create cost inefficiencies for the SEP and increase the risk to the State that transactions or improvements are not done as well as they could have been. It is critical that the State be responsive with the CCS and HQT to ensure that we remain on track for not having the GRS listed as an endangered species.

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<b>8</b>	<p><b>What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?</b></p> <p><i>SEP members have been highly engaged in greater sage-grouse planning and mitigation discussions across the 11-state species range. In addition, program staff have been involved with regional federal compensatory mitigation policy discussions, and attended numerous greater sage-grouse and compensatory mitigation conferences and forums over the past few years. The SEP has a thorough understanding of state led habitat exchanges, and the organizations with the capabilities needed by the State for GRSG. Based on the extensive knowledge, the SEP believes that EI is the only vendor with the necessary qualifications and that the cost is fair and reasonable.</i></p>
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	<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:	<input checked="" type="checkbox"/>
<b>9</b>	<p>a. <i>If yes, please provide details regarding future obligations or needs.</i></p> <p><i>This purchase does not obligate the State to any future purchases with this vendor. However, given the newness of the program and the complexities of the GRSG mitigation, the State may need to periodically enter into a contract with the vendor under unique circumstances for specific products that the SEP may need as they continue to implement the Conservation Credit System and run the Habitat Quantification Tool.</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.

Kelly McGowan  
Agency Representative Initiating Request

DCNR - Sagebrush Ecosystem Program 9/22/17  
Print Name of Agency Representative Initiating Request Date

[Signature]  
Signature of Agency Head Authorizing Request

Kelly McGowan 9/22/17  
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.

Department of Conservation & Natural Resources  
Name of agency or entity who provided information or review:

[Signature]  
Representative Providing Review

Jim Lawrence Deputy Director 9/22/17  
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] 10-6-2017  
Administrator, Purchasing Division or Designee 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: **19284**

Agency Name: <b>DEPARTMENT OF WILDLIFE</b>	Legal Entity Name: Conservation Visions, LLC
Agency Code: <b>702</b>	Contractor Name: <b>Conservation Visions, LLC</b>
Appropriation Unit: <b>4462-10</b>	Address: <b>PO Box 5489-Stn C 354 water St St. John's</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Canada, NL A1C 5W4</b>
If "No" please explain: Not Applicable	Contact/Phone: 709/722-1144
	Vendor No.:
	NV Business ID: NV20171625388
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.

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 % Resource Enhancement Stamp 50% and License Plate 50%</b>

Agency Reference #: 18-23

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/12/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **11/14/2021**

Contract term: **3 years and 338 days**

4. Type of contract: **Contract**

Contract description: **Study & Database**

5. Purpose of contract:

**This is a new contract to provide a database which will aid in the evaluation of recreational hunting and angling, facilitate harvest comparisons and serve as a benchmark for future evaluations of game and fish management quotas and land use strategies.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$196,000.00**

Other basis for payment: As invoiced by the vendor and approved by the state.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

This will provide a first-ever evaluation of the biomass and economic value of wild food harvested by recreational hunters and anglers in the United States and Canada and will assess the wider community of consumers who share in this harvest.

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

Employees to don't have the capabilities of gathering data nation wide.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #18-02, 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:

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:

Jordan Neubauer, Mangement Analyst Ph: 775/688-1510

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dwendell	09/25/2017 14:40:01 PM
Division Approval	tdoucett	09/27/2017 09:16:05 AM
Department Approval	eobrien	10/19/2017 10:56:58 AM
Contract Manager Approval	dwendell	10/23/2017 08:22:44 AM
Budget Analyst Approval	cpalme2	10/25/2017 16:28:59 PM
BOE Agenda Approval	cmurph3	10/26/2017 09:19:29 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: **19439**

Agency Name: <b>DCNR - PARKS DIVISION</b>	Legal Entity Name: Nevada Department of Transportation
Agency Code: <b>704</b>	Contractor Name: <b>Nevada Department of Transportation</b>
Appropriation Unit: <b>4162-00</b>	Address: <b>1263 S. Stewart Street</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Carson City, NV 89712</b>
If "No" please explain: Not Applicable	Contact/Phone: Bill Hoffman, Deputy Director 775-888-7440
	Vendor No.:
	NV Business ID: Government Entity

To what State Fiscal Year(s) will the contract be charged? **2018-2019**

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

General Funds	0.00 %	Fees	0.00 %
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 **07/01/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **Yes**

If "Yes", please explain

**Nevada State Parks was authorized a new park, Walker River State Recreation Area on July 1, 2017. State Parks will be responsible for reimbursing Mineral and Lyon Counties for costs of the maintenance of roads that require use to get to the new park. Our obligation started on July 1.**

3. Termination Date: **06/30/2019**

Contract term: **1 year and 364 days**

4. Type of contract: **Revenue Contract**

Contract description: **NDOT funding**

5. Purpose of contract:

**This is a new revenue interlocal agreement to reimburse the agency for the maintenance required on the road in Mineral and Lyon Counties to reach the new Walker River State Recreation Area.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$200,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

State Parks has a new park, Walker River State Recreation Area that will require road maintenance which will be provided by Mineral and Lyon Counties.

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

We don't have the equipment, manpower or 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

Nevada Department of Transportation

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:

Jennifer Idema, ASO Ph: 775-684-2788

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	11/02/2017 14:31:18 PM
Division Approval	sdecrona	11/02/2017 14:31:21 PM
Department Approval	sdecrona	11/02/2017 14:31:24 PM
Contract Manager Approval	sdecrona	11/02/2017 14:31:27 PM
Budget Analyst Approval	cpalme2	11/08/2017 12:22:34 PM
BOE Agenda Approval	cmurph3	11/09/2017 16:30:17 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>18715</b>	Amendment Number: <b>1</b>
Agency Name: <b>DCNR - ENVIRONMENTAL PROTECTION</b>	Legal Entity Name: <b>BEC ENVIRONMENTAL, INC.</b>
Agency Code: <b>709</b>	Contractor Name: <b>BEC ENVIRONMENTAL, INC.</b>
Appropriation Unit: <b>3187-54</b>	Address: <b>7660 WEST SAHARA AVENUE SUITE 150</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89117-2786</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Eileen Christensen 702/304-9830</b>
	Vendor No.: <b>T32000808</b>
	NV Business ID: <b>NV20021197371</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 %	<b>X</b>	Fees	<b>50.00 % Bureau of Waste Management &amp; Corrective Actions</b>
<b>X</b> Federal Funds	<b>50.00 %</b>		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **RFP #3430 / DEP #17-026**

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 **12/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2019**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Brownfields Program**

5. Purpose of contract:

**This is the first amendment to the original contract which provides ongoing support services for the Nevada Brownfields Program (NBP) by conducting site-specific assessments, cleanup and other redevelopment activities at eligible NBP sites. This amendment increases the maximum amount from \$300,000 to \$583,364 due to an increased volume of work.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$300,000.00	\$300,000.00	\$300,000.00	Yes - Action
2. Amount of current amendment (#1):	\$283,364.00	\$283,364.00	\$283,364.00	Yes - Action
3. New maximum contract amount:	\$583,364.00			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Small Business Liability Relief and Brownfields Revitalization Act (1-11-2002) set initiatives and provisions to aid in the identification, assessment, and remediation of properties where expansion, reuse, or redevelopment has been complicated due to the presence, or potential presence of a hazardous substance, pollutant, or contaminant. US EPA provides Grants to NDEP to assist in meeting Federal and State requirements to address corrections at sites where groundwater or soil is affected by hazardous substance contamination.

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

The State of Nevada does not have the staffing capacity, technical expertise, or resources to fulfill this work.

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

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

b. Solicitation Waiver: **Not Applicable**

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

In accordance with NRS 333, and per RFP #3430, the selected vendor was the second highest scoring proposer as determined by an independent, appointed evaluation committee. Per RFP #3430, this vendor is one of two selected to perform work under the contract, DEP #17-026.

d. Last bid date: 03/31/2017 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:

The vendor has provided other contract and support services to the State of Nevada and NDEP. NDEP has been satisfied with this vendor's performance and quality of work.

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

bsotomay

11/02/2017 09:06:36 AM

Division Approval	jkinde1	11/03/2017 14:06:43 PM
Department Approval	jkinde1	11/03/2017 14:06:52 PM
Contract Manager Approval	kvalde1	11/07/2017 16:03:34 PM
Budget Analyst Approval	cpalme2	11/09/2017 10:05:19 AM
BOE Agenda Approval	sbrown	11/13/2017 16:58:05 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: **18713** Amendment Number: **1**

Agency Name: **DCNR - ENVIRONMENTAL PROTECTION** Legal Entity Name: **MCGINLEY & ASSOCIATES, INC.**

Agency Code: **709** Contractor Name: **MCGINLEY & ASSOCIATES, INC.**

Appropriation Unit: **3187-54** Address: **815 MAESTRO DRIVE**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89511-2387**

If "No" please explain: **Not Applicable** Contact/Phone: **Joe McGinley 775/829-2245**

Vendor No.: **T81202459**

NV Business ID: **NV20021218343**

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 %	<b>X</b>	Fees	<b>50.00 %</b>	<b>Bureau of Waste Management &amp; Corrective Actions</b>
<b>X</b> Federal Funds	<b>50.00 %</b>		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: **RFP #3430 / DEP #17-026**

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 **12/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2019**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Brownfields Program**

5. Purpose of contract:

**This is the first amendment to the original contract which provides ongoing support services for the Nevada Brownfields Program (NBP) by conducting site-specific assessment, cleanup and other redevelopment activities at eligible NBP sites. This amendment increases the maximum amount from \$300,000 to \$583,364 due to an increased volume of work.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$300,000.00	\$300,000.00	\$300,000.00	Yes - Action
2. Amount of current amendment (#1):	\$283,364.00	\$283,364.00	\$283,364.00	Yes - Action
3. New maximum contract amount:	\$583,364.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Small Business Liability Relief and Brownfields Revitalization Act (1-11-2002) set initiatives and provisions to aid in the identification, assessment, and remediation of properties where expansion, reuse, or redevelopment has been complicated due to the presence, or potential presence of a hazardous substance, pollutant, or contaminant. US EPA provides Grants to NDEP to assist in meeting Federal and State requirements to address corrections at sites where groundwater or soil is affected by hazardous substance contamination.

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

The State of Nevada does not have the staffing capacity, technical expertise, or resources to fulfill this work.

9. Were quotes or proposals solicited? Yes  
Was the solicitation (RFP) done by the Purchasing Division? Yes

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

b. Solicitation Waiver: **Not Applicable**

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

In accordance with NRS 333, and per RFP #3430, the selected vendor was the highest scoring proposer as determined by an independent, appointed evaluation committee. Per RFP #3430, this vendor is one of two selected to perform work under the contract, DEP #17-026.

d. Last bid date: 03/31/2017 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:

This vendor has provided services to the NDEP, Brownfields Program for the past four years, as well as various other contracts for NDEP. NDEP has been satisfied with this vendor's performance and quality of work under the various contracts held.

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	bsotomay	11/02/2017 09:04:30 AM
Division Approval	jkinde1	11/03/2017 14:04:38 PM
Department Approval	jkinde1	11/03/2017 14:04:59 PM
Contract Manager Approval	kvalde1	11/07/2017 16:06:02 PM
Budget Analyst Approval	cpalme2	11/09/2017 10:02:45 AM
BOE Agenda Approval	sbrown	11/13/2017 16:57:02 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: **17429** Amendment Number: **1**

Agency Name: **DCNR - ENVIRONMENTAL PROTECTION** Legal Entity Name: **ASSOCIATION OF BOARDS OF CERTIFICATION**

Agency Code: **709** Contractor Name: **ASSOCIATION OF BOARDS OF CERTIFICATION**

Appropriation Unit: **3197-16** Address: **2805 SW SNYDER BLVD STE 535**

Is budget authority available?: **Yes** City/State/Zip: **ANKENY, IA 50023-8404**

If "No" please explain: **Not Applicable** Contact/Phone: **MEGAN BAKER, CAE 515-232-3623**

Vendor No.: **T81071368**

NV Business ID: **NV20151241464**

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

Agency Reference #: **DEP 16-025**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/03/2016**

Anticipated BOE meeting date **12/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **12/31/2017**

Contract term: **3 years and 147 days**

4. Type of contract: **Contract**

Contract description: **Water Operator Exams**

5. Purpose of contract:

**This is the first amendment to the original contract which provides standardized testing materials for certification exams for drinking water operators. This amendment extends the termination date from December 31, 2017 to June 30, 2019 and increases the maximum amount from \$32,000 to \$56,000 due to the continued need for these services.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$32,000.00	\$32,000.00	\$32,000.00	Yes - Info
2. Amount of current amendment (#1):	\$24,000.00	\$24,000.00	\$56,000.00	Yes - Action
3. New maximum contract amount: and/or the termination date of the original contract has changed to:	\$56,000.00 06/30/2019			

#### II. JUSTIFICATION

7. What conditions require that this work be done?



NRS 445A.880 and NAC 445A.631 require the Nevada Division of Environmental Protection to offer certification exams for drinking water operators.

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

This contract will allow the vendor to provide standardized testing materials to Nevada Division of Environmental Protection - Bureau of Safe Drinking Water. The Bureau of Safe Drinking Water does not currently have the expertise or funds necessary to develop defensible valid exam materials.

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?

Due to extensive search there are no other qualified vendors to provide the service.

d. Last bid date: 11/02/2015 Anticipated re-bid date: 06/01/2017

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:

The State has received services provided by the contractor since March 2016. 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:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ahanso1	10/23/2017 15:30:26 PM
Division Approval	mnguyen	10/30/2017 16:27:17 PM
Department Approval	mnguyen	10/30/2017 16:27:25 PM

Contract Manager Approval

kkochen

11/01/2017 08:54:49 AM

Budget Analyst Approval

cpalme2

11/15/2017 13:41:22 PM

BOE Agenda Approval

cmurph3

11/16/2017 16:13:34 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: **19378**

Agency Name: <b>B&amp;I - BUSINESS AND INDUSTRY</b>	Legal Entity Name: Colleen Platt
Agency Code: <b>740</b>	Contractor Name: <b>COLLEEN PLATT DBA PLATT LAW GROUP</b>
Appropriation Unit: <b>4683-10</b>	Address: <b>PLATT LAW GROUP 1575 DELUCCHI LN STE 115-105F</b>
Is budget authority available?: <b>No</b>	City/State/Zip: <b>RENO, NV 89502</b>
If "No" please explain: pending work program to add funds from Reserve to Cat 10 based upon anticipated legal services.	Contact/Phone: Colleen Platt 775/440-1052
	Vendor No.: T32003750
	NV Business ID: NV20151428689

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>100.00 % VOLUME CAP TRANSFER 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 **12/12/2017**

Anticipated BOE meeting date 11/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **1 year and 291 days**

4. Type of contract: **Contract**

Contract description: **Legal Services**

5. Purpose of contract:

**This is a new contract to provide bond counsel for the issuance of bonds by the Department.**

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 \$185.00 per hour

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency requires specialized legal services for reviewing draft bond documents.

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

State employees in agency do not have the specialized training required to perform these services.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

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

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

The vendor has had previous experience in reviewing draft bond documents and has performed satisfactorily. NRS 349.610 (2) states that: "The bonds may be sold in one or more series at par, or below or above par, in the manner and for the price or prices which the Director determines in his or her discretion. As an incidental expense to any project to be financed by the bonds, the Director may employ financial and legal consultants in regard to the financing of the 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:

Currently under contract with Nevada Housing Division. This vendor 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:

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?

**No** b. If "No", please explain:

**DBA**

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

Reynolds, Terry, Deputy Director Ph: 775-684-2922

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	emeckes	10/11/2017 16:53:53 PM
Division Approval	lfiguero	10/16/2017 14:13:21 PM
Department Approval	lfiguero	10/16/2017 14:13:24 PM
Contract Manager Approval	lfiguero	10/16/2017 14:13:42 PM
Budget Analyst Approval	lfree1	11/20/2017 09:59:55 AM
BOE Agenda Approval	lfree1	11/20/2017 10:00:54 AM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>18524</b>	Amendment Number: <b>1</b>
Agency Name: <b>DETR - REHABILITATION DIVISION</b>	Legal Entity Name: <b>SPECIAL RECREATION SERVICES, INC. DBA AMPLIFY LIFE</b>
Agency Code: <b>901</b>	Contractor Name: <b>SPECIAL RECREATION SERVICES, INC. DBA AMPLIFY LIFE</b>
Appropriation Unit: <b>3265-09</b>	Address: <b>DBA AMPLIFY LIFE</b>
Is budget authority available?: <b>Yes</b>	<b>164 Hubbard Way, Suite D</b>
If "No" please explain: <b>Not Applicable</b>	City/State/Zip: <b>RENO, NV 89052</b>
	Contact/Phone: <b>775/827-3866</b>
	Vendor No.: <b>T80935771A</b>
	NV Business ID: <b>NV19801000216</b>

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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

<input checked="" type="checkbox"/> General Funds	<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 #: **3033-18-REHAB**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/05/2017**

Anticipated BOE meeting date **12/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **05/08/2018**

Contract term: **2 years and 86 days**

4. Type of contract: **Contract**

Contract description: **Transition Smmr Camp**

5. Purpose of contract:

**This is the first amendment to the original contract which provides students with disabilities, ages 14 through 21, with opportunities to engage in career exploration and pre-employment training in camps during school breaks throughout the year. This amendment extends the termination date from May 8, 2018 to June 30, 2019 and increases the maximum amount from \$49,832 to \$244,362 due to incorporating attachment AA.1 which revises the negotiated items.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$49,832.00	\$49,832.00	\$49,832.00	Yes - Info
2. Amount of current amendment (#1):	\$194,530.00	\$194,530.00	\$244,362.00	Yes - Action
3. New maximum contract amount:	\$244,362.00			
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?

This contract amendment will provide opportunities for students with disabilities, ages 14 thru 21, to engage in career exploration and learning programs during vacation periods from school.

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 provide the training.

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):

Children's Cabinet  
Amplify Life  
Goodwill fo Southern Nevada

b. Solicitation Waiver: **Not Applicable**

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

At the time of the original contract, Purchasing did the RFP. Pursuant to RFQ #3299, 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: 12/28/2016 Anticipated re-bid date: 12/28/2017

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:

The vendor has been under contract with DETR since April 2017 and has been providing 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:

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	bmartin7	10/31/2017 08:43:03 AM
Division Approval	jmcentee	11/01/2017 12:30:43 PM
Department Approval	jmcentee	11/01/2017 12:30:47 PM

Contract Manager Approval	dohl0	11/01/2017 15:18:47 PM
Budget Analyst Approval	tgreenam	11/06/2017 11:04:53 AM
BOE Agenda Approval	sbrown	11/08/2017 16:55:51 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: <b>13330</b>	Amendment Number: <b>2</b>
Agency Name: <b>PUBLIC EMPLOYEES BENEFITS</b>	Legal Entity Name: <b>HEALTHSCOPE BENEFITS, INC.</b>
Agency Code: <b>950</b>	Contractor Name: <b>HEALTHSCOPE BENEFITS, INC.</b>
Appropriation Unit: <b>1338-10</b>	Address: <b>27 CORPORATE HILL DR</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LITTLE ROCK, AR 72205-4537</b>
If "No" please explain: Not Applicable	Contact/Phone: 501/218-7810
	Vendor No.: T29028424
	NV Business ID: NV20011223201

To what State Fiscal Year(s) will the contract be charged? **2013-2022**

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 % State Subsidy 67%, Premium Revenue 33%</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2012**

Anticipated BOE meeting date 10/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2020**

Contract term: **10 years and 1 day**

4. Type of contract: **Contract**

Contract description: **National PPO**

5. Purpose of contract:

**This is the second amendment to the original contract to provide a medical Preferred Provider Organization network for participants who reside outside of Nevada and for those who live in Nevada and choose to seek medical services out of state. This amendment extends the termination date from June 30, 2020 to June 30, 2022 and increases the maximum amount from \$11,900,000 to \$15,540,000 in order to pay FY 18 rates for the additional two years of the amended contract. The amendment also adjusts the fee schedule retroactive to July 1, 2016. (Relates to Agenda Item 7.D.)**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$8,900,000.00	\$8,900,000.00	\$8,900,000.00	Yes - Action
a. Amendment 1:	\$3,000,000.00	\$3,000,000.00	\$3,000,000.00	Yes - Action
2. Amount of current amendment (#2):	\$3,640,000.00	\$3,640,000.00	\$3,640,000.00	Yes - Action
3. New maximum contract amount:	\$15,540,000.00			
and/or the termination date of the original contract has changed to:		06/30/2022		

**II. JUSTIFICATION**



7. What conditions require that this work be done?

PEBP provides medical coverage for its participants, in state and out of state as a part of the standard benefits package offered to active employees and retirees.

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

The State of Nevada does not maintain medical networks.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor was chosen by the evaluation committee and ratified by the PEBP Board for its ability to provide network discounts, beneficial negotiation rates, scope of network availability and noo contract exceptions. This vendor is also PEBP's current Third Party Administrator.

d. Last bid date: 09/01/2006 Anticipated re-bid date: 09/01/2015

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:

HealthSCOPE Benefits is PEBP's current Third Party Administrator. PEBP is very satisfied by the services provided by HealthSCOPE.

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	ceaton	07/25/2017 13:38:37 PM
Division Approval	ceaton	07/25/2017 13:38:40 PM

Department Approval	cglover	07/27/2017 16:38:19 PM
Contract Manager Approval	ceaton	08/02/2017 10:11:50 AM
Budget Analyst Approval	lfree1	11/07/2017 16:07:22 PM
BOE Agenda Approval	lfree1	11/07/2017 16:10:28 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>13950</b>	Amendment Number: <b>6</b>
Agency Name: <b>SILVER STATE HEALTH INSURANCE EXCHANGE</b>	Legal Entity Name: <b>KPS 3, INC.</b>
Agency Code: <b>960</b>	Contractor Name: <b>KPS 3, INC.</b>
Appropriation Unit: <b>1400-04</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>Stephanie Kruse 775/686-7411</b>
	Vendor No.: <b>PUR0004720</b>
	NV Business ID: <b>NV19941094961</b>

To what State Fiscal Year(s) will the contract be charged? **2013-2020**

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 % Member</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/08/2013**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved **03/31/2018**

Termination Date:

Contract term: **7 years and 83 days**

4. Type of contract: **Contract**

Contract description: **KPS3 Inc.**

5. Purpose of contract:

**This is the sixth amendment to the original contract which continues ongoing website hosting. This amendment extends the termination date from March 31, 2018 to March 31, 2020 and increases the maximum amount from \$11,150,976 to \$11,230,976 to continue website hosting services for Nevada Health Link.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$6,000,000.00	\$6,000,000.00	\$6,000,000.00	Yes - Action
a. Amendment 1:	\$1,350,000.00	\$1,350,000.00	\$1,350,000.00	Yes - Action
b. Amendment 2:	\$0.00	\$0.00	\$0.00	No
c. Amendment 3:	\$3,683,976.00	\$3,683,976.00	\$3,683,976.00	Yes - Action
d. Amendment 4:	\$37,000.00	\$37,000.00	\$37,000.00	Yes - Info
e. Amendment 5:	\$80,000.00	\$80,000.00	\$117,000.00	Yes - Action
2. Amount of current amendment (#6):	\$80,000.00	\$80,000.00	\$80,000.00	Yes - Action
3. New maximum contract amount:	\$11,230,976.00			
and/or the termination date of the original contract has changed to:	03/31/2020			

## II. JUSTIFICATION

7. What conditions require that this work be done?

The Exchange developed the initial contract with KPS3 to perform marketing and outreach. As part of those efforts, KPS3 developed a brand name (Nevada Health Link), tag line, and created (and hosted) an informational website. That informational website has been hosted ever since and has been upgraded per CMS requirements in November 2015. The hosting process, complete with the architecture and security controls surrounding that page, were submitted and accepted by CMS and became part of Nevada's blueprint and operational plans that ensure Nevada remains certified as a State Based Marketplace.

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

The scope of this project has a strict deadline and is too large and time consuming for the work load of state employees to handle.

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?

Vendor received the highest score from the evaluation team.

d. Last bid date: 11/01/2012 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)?

**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	danders9	10/20/2017 10:53:02 AM
Division Approval	danders9	10/20/2017 10:53:06 AM
Department Approval	afrantz	10/20/2017 10:56:03 AM
Contract Manager Approval	danders9	10/25/2017 13:56:17 PM
Budget Analyst Approval	bwooldri	11/01/2017 14:44:24 PM
BOE Agenda Approval	nhovden	11/01/2017 15:17:12 PM

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
		VARIOUS STATE AGENCIES	MHM SOLUTIONS	OTHER: VARIOUS	\$25,000,000	
1.	Contract Description:	This is the third amendment to the original contract to provide temporary medical related positions. This amendment increases the contract maximum from \$30,000,000 to \$55,000,000 and extends the contract termination date from December 31, 2017 to March 31, 2018 to allow time for a transition to the new Master Services Agreement vendor.				
	Term of Contract:	10/01/2013 - 03/31/2018	Contract # 14723			

### CONTRACT SUMMARY

(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>14723</b>	Amendment Number: <b>3</b>
Agency Name: <b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name: <b>MHM SOLUTIONS</b>
Agency Code: <b>MSA</b>	Contractor Name: <b>MHM SOLUTIONS</b>
Appropriation Unit: <b>9999 - All Categories</b>	Address: <b>1593 SPRING HILL RD STE 600</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>VIENNA, VA 22182</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Leonard Toker 703/749-4600</b>
	Vendor No.: <b>PUR0005593</b>
	NV Business ID: <b>NV20141574940</b>

To what State Fiscal Year(s) will the contract be charged? **2014-2018**

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

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

Agency Reference #: **RFP #3051**

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 **12/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **12/31/2017**

Contract term: **4 years and 182 days**

4. Type of contract: **MSA**

Contract description: **Temporary Assign Med**

5. Purpose of contract:

**This is the third amendment to the original contract to provide temporary medical related positions. This amendment increases the contract maximum from \$30,000,000 to \$55,000,000 and extends the contract termination date from December 31, 2017 to March 31, 2018 to allow time for a transition to the new Master Services Agreement vendor.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$30,000,000.00	\$30,000,000.00	\$30,000,000.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
b. Amendment 2:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#3):	\$25,000,000.00	\$25,000,000.00	\$25,000,000.00	Yes - Action
3. New maximum contract amount:	\$55,000,000.00			
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?

State agencies have the need for individuals with medical related expertise on a temporary basis. The State is contracting with a temporary employment company so the State is not in a position of being held to be the employer.

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

The State does not provide temporary employee 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):

Barton Associates  
Premier Staffing Source  
Apple Oner Employment Services  
Talent Framework

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3051, 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: 05/16/2013 Anticipated re-bid date: 05/16/2017

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:

The State Purchasing Division and the services were 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	mstewa10	11/13/2017 10:32:34 AM
Division Approval	mstewa10	11/13/2017 10:32:42 AM
Department Approval	mstewa10	11/13/2017 10:32:46 AM
Contract Manager Approval	rmille8	11/13/2017 10:37:01 AM
Budget Analyst Approval	aurruty	11/15/2017 13:58:39 PM
BOE Agenda Approval	lfree1	11/15/2017 16:41:00 PM

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	INGERSOLL RAND COMPANY DBA TRANE US, INC.	FEE: BUILDING RENTAL INCOME	\$45,000	
	Contract Description:	This is a new contract that continues ongoing HVAC maintenance and repair services for state owned buildings in the northern Nevada region.				
		Term of Contract:	11/16/2017 - 09/01/2021	Contract # 19282		
2.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - MARLETTE LAKE	BLUE LOCKER COMMERCIAL DIVING SERVICES, LLC	FEE: RAW WATER SALES	\$43,000	
	Contract Description:	This is a new contract that continues ongoing inspections, repairs, replacement and cleanup of pipelines, potable water tanks and intakes of the Marlette Water, Hobart Lakeview and Stewart Water Systems.				
		Term of Contract:	11/16/2017 - 09/30/2021	Contract # 19318		
3.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - HEALTH AND HUMAN SERVICES CIP PROJECTS - NON-EXEC	JENSEN ENGINEERING, INC.	BONDS	\$32,000	Professional Service
	Contract Description:	This is a new contract to provide professional electrical engineering services for the Nevada Youth Training Center Communications System Upgrade CIP project, to include site investigation services; design and specification of communication system upgrades; magnetic lock actuated access control systems for 4 four High School doors and 4 four dormitory buildings; and design and specifications of landscape and hardscape repairs with respect to disturbances incurred by new communication cabling upgrades: CIP Project No. 17-M44; SPWD Contract No. 111504.				
		Term of Contract:	11/16/2017 - 06/30/2021	Contract # 19474		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
4.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF ADMINISTRATION CIP PROJECTS - NON-EXEC	CURTAINWALL DESIGN CONSULTING, INC.	BONDS	\$21,000	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Southern Nevada Adult Mental Health Services Building 3 Roof Replacement CIP project, to include design and bid documents, construction administration, quality assurance and construction support services: CIP Project No. 17-S01-7; SPWD Contract No. 111402.				
	Term of Contract:	10/27/2017 - 06/30/2021	Contract # 19411			
5.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF ADMINISTRATION CIP PROJECTS - NON-EXEC	CURTAINWALL DESIGN CONSULTING, INC.	HIGHWAY	\$28,000	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Henderson DMV and Inspection Station - Roof Replacement CIP project, to include design and bid documents, construction administration, quality assurance and construction support services: CIP Project No. 17-S01h; SPWD Contract No. 111401.				
	Term of Contract:	10/27/2017 - 06/30/2021	Contract # 19412			
6.	082	ADMINISTRATION - STATE PUBLIC WORKS DIVISION	ROUNDS ENGINEERING, LTD DBA CR ENGINEERING	GENERAL	\$22,500	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Nevada Youth Training Center - Dormitories and Education Buildings HVAC Systems Renovation CIP project, to include design and bid documents and construction administration services: CIP Project No.18-A014; SPWD Contract No. 111403.				
	Term of Contract:	10/27/2017 - 06/30/2021	Contract # 19327			
7.	101	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS- NEVADA MAGAZINE	FUN CITY DISTRIBUTION	OTHER: SUBSCRIPTION REVENUE	\$48,000	
	Contract Description:	This is a new contract to provide ongoing distribution of the Nevada Travel Guide and Las Vegas Events & Shows through an exclusive distribution agreement with select rental car companies at the Las Vegas McCarran International Airport.				
	Term of Contract:	11/16/2017 - 12/31/2021	Contract # 19483			

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
8.	240	DEPARTMENT OF VETERANS SERVICES - GENERAL VETERANS SERVICES-FEES - NON-EXEC	CIVIC RESOURCE GROUP INTERNATIONAL, INC.	OTHER: VETERANS GIFT ACCOUNT	\$20,000	
	Contract Description:	This is a new contract that continues ongoing basic maintenance and support for the web system including the public website and online applications.				
		Term of Contract:	09/01/2017 - 08/31/2018	Contract # 19376		
9.	331	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS - MUSEUMS AND HISTORY - NEVADA STATE MUSEUM, LAS VEGAS	JOHNSON CONTROLS, INC.	GENERAL 45% OTHER: DIVISION OF TOURISM TRANSFER-LODGING TAX 55%	\$44,840	
	Contract Description:	This is the first amendment to the original contract which provides ongoing full service repair, maintenance and replacement for the HVAC system. This amendment extends the termination date from November 30, 2017 to July 30, 2018 and increases the maximum amount from \$203,449 to \$248,289 due to the continued need for these services.				
		Term of Contract:	12/01/2014 - 07/30/2018	Contract # 16127		
10.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - DESERT REGIONAL CENTER	A1 NATIONAL FIRE CO., INC. DBA ALL AMERICAN FIRE	GENERAL 51% FEDERAL 49%	\$20,000	
	Contract Description:	This is a new contract that continues ongoing fire sprinkler system, fire extinguisher and fire hydrant inspection and repair services.				
		Term of Contract:	01/01/2018 - 12/31/2021	Contract # 19408		
11.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	BUDGET FENCE COMPANY	GENERAL	\$29,166	
	Contract Description:	This is a new contract to provide for the installation and repair of existing security fencing for Stein Hospital.				
		Term of Contract:	11/15/2017 - 02/28/2018	Contract # 19406		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
12.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	GARDNER ENGINEERING, INC.	GENERAL	\$24,000	
	Contract Description:	This is a new contract to provide ongoing plumbing, heating, ventilation, air conditioning and refrigeration services/repairs to facility buildings.				
		Term of Contract:	11/14/2017 - 06/30/2019	Contract # 19363		
13.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	TALX CORPORATION DBA THE WORK NUMBER	GENERAL 30% FEDERAL 70%	\$46,410	
	Contract Description:	This is the first amendment to the original contract which provides income verification for the Eligibility and Payment unit to determine eligibility for the federal assistance programs administered by the Division, and provides income verification and employment location of non-custodial parents to determine ability to pay medical or child support and to enforce the support payment. This amendment extends the termination date from October 31, 2017 to December 15, 2017, increases the maximum amount from \$1,643,005 to \$1,689,415 and incorporates Attachment AA-1, Equifax Pricing Proposal.				
		Term of Contract:	11/15/2013 - 12/15/2017	Contract # 14613		
14.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - JUVENILE CORRECTIONAL FACILITY	PLANNED PARENTHOOD OF THE ROCKY MOUNTAINS	GENERAL	\$16,320	
	Contract Description:	This is a new contract to provide sex education and preventative information for youth in order to reduce risky behavior and increase sexual and reproductive awareness.				
		Term of Contract:	10/31/2017 - 08/31/2021	Contract # 19121		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
15.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - CALIENTE YOUTH CENTER	DESERT BOILERS AND CONTROLS, INC.	GENERAL	\$10,000	
	Contract Description:	This is a new contract to perform combustion analysis and safety checks on the hot water boiler and the steam boiler to evaluate the need for and propose any necessary repairs or upgrades.				
		Term of Contract:	10/31/2017 - 06/30/2019	Contract # 19329		
16.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	CARSON CITY DEPARTMENT OF ALTERNATIVE SENTENCING	GENERAL	\$10,000	
	Contract Description:	This is a new contract to provide random, observed drug and alcohol testing services for clients when good of the state contracted providers are not within 30 miles of the client location or cannot provide observation of testing.				
		Term of Contract:	10/31/2017 - 06/29/2018	Contract # 19342		
17.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD & ADOLESCENT SERVICES	GREENSCAPES OF NEVADA, LLC	GENERAL	\$30,190	Professional Service
	Contract Description:	This is the fourth amendment to the original contract to provide grounds maintenance and landscaping services. This amendment increases the maximum amount from \$462,294 to 492,484 for the removal of current speed bumps and installation of approved fire code speed bumps as dictated by Clark County Fire Department.				
		Term of Contract:	09/01/2012 - 08/31/2020	Contract # 13625		
18.	550	DEPARTMENT OF AGRICULTURE - ADMINISTRATION	AUTOMATED TEMPERATURE CONTROLS, INC.	OTHER: COST ALLOCATION	\$19,600	
	Contract Description:	This is a new contract to provide remote monitoring of facility HVAC controls, and review of heating and cooling water systems and corresponding temperature controls.				
		Term of Contract:	10/30/2017 - 06/30/2021	Contract # 19308		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
19.	550	DEPARTMENT OF AGRICULTURE - ADMINISTRATION	INTERNATIONAL CHEMTEX CORPORATION	OTHER: COST ALLOCATION	\$19,776	
	Contract Description:	This is a new contract to provide inspection services, required chemicals and in-house training for cooling tower and condenser water systems to maintain code compliance.				
		Term of Contract:	11/01/2017 - 11/01/2021	Contract # 19415		
20.	580	PUBLIC UTILITIES COMMISSION OF NEVADA	SILVER STATE COURT REPORTERS, LLC	FEE: REGULATORY ASSESSMENTS	\$10,000	
	Contract Description:	This is a new contract to provide ongoing court reporting services during commission meetings on an as needed basis.				
		Term of Contract:	11/20/2017 - 01/31/2018	Contract # 19468		
21.	651	DEPARTMENT OF PUBLIC SAFETY - NEVADA HIGHWAY PATROL	JENNIFER RENEE WHITCHURCH	HIGHWAY	\$17,280	
	Contract Description:	This is a new contract to provide ongoing janitorial services at the Jean substation.				
		Term of Contract:	11/16/2017 - 10/01/2021	Contract # 19285		
22.	700	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - Q1/AB9 BONDS - NON-EXEC	BEC ENVIRONMENTAL	BONDS	\$43,365	
	Contract Description:	This is a new contract to perform environmental studies at the Walker River State Recreation Area to the standards of the National Environmental Policy Act.				
		Term of Contract:	10/31/2017 - 02/01/2018	Contract # 19426		
23.	702	DEPARTMENT OF WILDLIFE - OPERATIONS	SIGNATURE EXTERIORS, LLC	FEE: SPORTSMEN	\$15,000	
	Contract Description:	This is the first amendment to the original contract which provides snow removal at the Elko office. This amendment extends the termination date from May 31, 2018 to May 31, 2020 and increases the maximum amount from \$5,000 to \$20,000 due to the continued need for these services.				
		Term of Contract:	12/06/2016 - 05/31/2020	Contract # 18305		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
24.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS	DWIGHT HUNTER DBA LAHONTAN VALLEY GLASS	GENERAL	\$11,595	
	Contract Description: This is a new contract to replace windows at the Brick House at the Walker River State Recreation Area. Term of Contract: 11/02/2017 - 06/30/2018 Contract # 19421					
25.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY	PRECISION CRANE & HOIST SERVICES, INC.	GENERAL 60% OTHER: CONSERVATION CAMP FUNDS 40%	\$16,000	
	Contract Description: This is a new contract to provide ongoing services for annual inspections on overhead, mobile and vehicle mounted cranes at facilities statewide, and to provide annual training for crane operators. Term of Contract: 10/30/2017 - 06/30/2021 Contract # 19269					
26.	706	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - FORESTRY	RHP MECHANICAL SYSTEMS DBA RAY HEATING PRODUCTS, INC.	GENERAL 80% OTHER: NURSERY FUNDS 20%	\$11,000	
	Contract Description: This is the third amendment to the original contract which provides plumbing and drain cleaning services at facilities located in Washoe County and Minden. This amendment increases the total contract amount from \$9,200 to \$20,200 due to the volume of unanticipated repairs. Term of Contract: 01/24/2014 - 12/31/2017 Contract # 15236					
27.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - AIR QUALITY	CITY OF RENO, PUBLIC WORKS, FLEET MANAGEMENT	FEDERAL	\$24,500	
	Contract Description: This is a new contract to provide funding for a portion of the purchase price for one replacement vehicle as part of the State Clean Diesel Grant Program. Term of Contract: 11/09/2017 - 09/30/2018 Contract # 19380					



# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
28.	810	DEPARTMENT OF MOTOR VEHICLES - COMPLIANCE ENFORCEMENT	I-SIGHT BY CUSTOMER EXPRESSIONS CORP	HIGHWAY 65% FEE: EMISSION 35%	\$42,000	
	Contract Description:	This is a new contract to provide ongoing system hosting, user access fees and necessary maintenance, to include data storage and disaster recovery (backup) for the hosted Case Management System application and related data, for the Compliance Enforcement Division and Motor Vehicle Pollution Control Division.				
		Term of Contract:	07/01/2017 - 06/30/2019	Contract # 19433		
29.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	CANYON ELECTRIC CO, INC.	OTHER: BUSINESS ENTERPRISE SET-ASIDE	\$48,500	
	Contract Description:	This is a new contract to provide ongoing handyman services for facilities located in southern Nevada on an as needed basis.				
		Term of Contract:	10/25/2017 - 09/30/2019	Contract # 19331		
30.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	ROYAL REFRIGERATION, INC.	OTHER: BUSINESS ENTERPRISE SET-ASIDE	\$25,000	
	Contract Description:	This the first amendment to the original contract which provides ongoing maintenance and repair services of commercial refrigerators and refrigeration units, chillers, freezers, ice makers, reach-ins and display units at all facilities located in southern Nevada. This amendment extends the termination date from March 31, 2018 to March 31, 2020 and increases the maximum amount from \$24,500 to \$49,500 due to the continued need for these services.				
		Term of Contract:	06/29/2016 - 03/31/2020	Contract # 17905		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
31.	B029	LICENSING BOARDS AND COMMISSIONS - SOCIAL WORKERS	COULSON AND ASSOCIATES, LTD.	FEE: PROFESSIONAL LICENSING FEES	\$10,000	
	Contract Description:	This is a new contract for the Board's required financial statement audits for fiscal years 2017 and 2018.				
		Term of Contract:	11/01/2017 - 12/31/2018	Contract # 19419		
32.	330	DEPARTMENT OF EDUCATION	DEPARTMENT OF PUBLIC SAFETY – INVESTIGATIONS	FEDERAL	\$.01	
	Contract Description:	This is a new interlocal agreement to allow the Investigations Division to operate the communications center for the statewide anonymous tip reporting system.				
		Term of Contract:	11/9/2017 - 12/31/2020	Contract # 19447		

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **19282**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>dbaTRANE US, INC.</b>
Agency Code: <b>082</b>	Contractor Name: <b>INGERSOLL RAND COMPANY</b>
Appropriation Unit: <b>1349-12</b>	Address: <b>5595 EQUITY AVENUE</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>916-577-1104</b>
	Vendor No.: <b>PUR0001609</b>
	NV Business ID: <b>NV19641001274</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 %	<b>X</b>	Fees	<b>100.00 % Building Rental Income Revenue</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **ASD 2605706**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/16/2017**

Anticipated BOE meeting date **12/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **09/01/2021**

Contract term: **3 years and 289 days**

4. Type of contract: **Contract**

Contract description: **HVAC Maintenance**

5. Purpose of contract:

**This is a new contract that continues ongoing HVAC maintenance and repair services for state owned buildings in the Northern Nevada region.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00**

Payment for services will be made at the rate of \$0.00 per hour

Other basis for payment: centrifugal & rotarty chillers & controls at: \$171/hr straight time, \$256.50/hr overtime, \$342/hr premium time; rooftops, recip. equipment and air handlers at: \$150/hr straight time \$225/hr overtime, \$300/hr premium time; rooftops <20 tons at: \$110/hr straight time, \$165/hr overtime, \$220/hr premium time.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

HVAC running properly for the safety to buildings and tenets.

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

Equipment and services are beyond expertise and manpower of B&G.

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 CORP  
JOHNSON CONTROLS  
TRANE, INGERSOLL RAND

b. Solicitation Waiver: **Not Applicable**

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

This is one of several vendors that work on HVAC systems and per SAM 0338.0, each contractor will be contacted to submit bids on projects.

d. Last bid date: 09/01/2017 Anticipated re-bid date: 08/30/2021

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:

Ingersoll Rand dba Trane has worked with B&G since 1999 and work 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?

**No** b. If "No", please explain:

**DBA doing business as**

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	11/01/2017 14:32:45 PM
Division Approval	ssands	11/01/2017 14:32:48 PM
Department Approval	ssands	11/01/2017 14:32:52 PM
Contract Manager Approval	ssands	11/01/2017 14:32:55 PM
Budget Analyst Approval	jrodrig9	11/16/2017 22:08:36 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: **19318**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>BLUE LOCKER COMMERCIAL DIVING SERVICES LLC</b>
Agency Code: <b>082</b>	Contractor Name: <b>BLUE LOCKER COMMERCIAL DIVING SERVICES LLC</b>
Appropriation Unit: <b>1366-12</b>	Address: <b>544 ASPEN LEAF</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89144</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702-586-3145</b>
	Vendor No.:
	NV Business ID: <b>NV20121285401</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 %	<b>X</b>	Fees	<b>100.00 %</b>	<b>Raw water sales to Carson City and Storey County</b>
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: **ASD 2627628**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/16/2017**  
Anticipated BOE meeting date **11/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **09/30/2021**

Contract term: **3 years and 318 days**

4. Type of contract: **Contract**

Contract description: **WATER INSPECTIONS**

5. Purpose of contract:

**This is a new contract that continues ongoing full inspections, repairs, replacement and cleanup of pipelines, potable water tanks, and intakes of the Marlette Water, Hobart Lakeview and Stewart Water Systems.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$43,000.00**

Other basis for payment: Cleaning and inspection fees; \$3,200 Lakeview Reservoir, \$2,800 Stewart reservoir, \$3,000 Marlette Intake, \$1,500 Hobart Gate Inspection, \$2,300 unless dredging is required a day rate of \$2,825 will be charged until job is completed, See Attachment AA for additional fees.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

This system is a historic water system and the only raw water for Carson City and Storey County and the only source of raw water for Virginia City. It is critical to maintain the system in a condition calculated to assure dependable supplies of water, and sell water under equitable and fiscally sound contractual arrangements.

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

Buildings and Grounds does not have personnel with the expertise to work the water system.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

This vendor provided best pricing.

d. Last bid date: 09/01/2017 Anticipated re-bid date: 07/01/2021

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:

Blue Locker has worked with Buildings and Grounds since 2013, work 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:

Jerry Walker, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	11/01/2017 14:31:00 PM
Division Approval	ssands	11/01/2017 14:31:04 PM
Department Approval	ssands	11/01/2017 14:31:07 PM
Contract Manager Approval	ssands	11/01/2017 14:31:11 PM
Budget Analyst Approval	jrodrig9	11/16/2017 22:03:37 PM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **19474**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>JENSEN ENGINEERING, INC.</b>
Agency Code: <b>082</b>	Contractor Name: <b>JENSEN ENGINEERING, INC.</b>
Appropriation Unit: <b>1535-38</b>	Address: <b>9655 GATEWAY DR. SUITE A</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89521-2968</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775-852-2288</b>
	Vendor No.: <b>T27007578</b>
	NV Business ID: <b>NV19921070456</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 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 111504

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/16/2017**

Anticipated BOE meeting date 11/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2021**

Contract term: **3 years and 226 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng**

5. Purpose of contract:

**This is a new contract to provide professional electrical engineering services for the Nevada Youth Training Center Communications System Upgrade CIP project, to include site investigation services; design and specification of communication system upgrades; magnetic lock actuated access control systems for 4 High School doors 4 dormitory buildings; and design and specifications of landscape and hardscape repairs with respect to disturbances incurred by new communication cabling upgrades: CIP Project No. 17-M44; SPWD Contract No. 111504.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$32,000.00**

Other basis for payment: Monthly progress payments based on services provided.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

2017 Agency CIP.

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

Professional Architectural/Engineering 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: Davidow, Cliff, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Imars1	11/14/2017 12:26:04 PM
Division Approval	Imars1	11/14/2017 12:26:09 PM
Department Approval	Imars1	11/14/2017 12:26:14 PM
Contract Manager Approval	Imars1	11/14/2017 12:26:17 PM
Budget Analyst Approval	jrodrig9	11/16/2017 21:46:35 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: **19411**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>CURTAINWALL DESIGN CONSULTING, INC.</b>
Agency Code: <b>082</b>	Contractor Name: <b>CURTAINWALL DESIGN CONSULTING, INC.</b>
Appropriation Unit: <b>1585-43</b>	Address: <b>2400 S CIMARRON ROAD SUITE 125</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89117</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702-222-3621</b>
	Vendor No.: <b>T29032419</b>
	NV Business ID: <b>NV2051436120</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 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 111402

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/27/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2021**

Contract term: **3 years and 247 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services for the Southern Nevada Adult Health Services Building 3 Roof Replacement CIP project, to include design and bid documents, construction administration, quality assurance and construction support services: CIP Project No. 17-S01-7; SPWD Contract No. 111402.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$21,000.00**

Other basis for payment: Monthly progress payments based on services provided.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

2017 Agency CIP.

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

Professional Architectural/Engineering 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:  
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:  
Falconer, Mark, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Imars1	10/24/2017 07:12:55 AM
Division Approval	Imars1	10/24/2017 07:12:58 AM
Department Approval	Imars1	10/24/2017 07:13:02 AM
Contract Manager Approval	Imars1	10/24/2017 07:13:05 AM
Budget Analyst Approval	jrodrig9	10/27/2017 00:23:57 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: **19412**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>CURTAINWALL DESIGN CONSULTING, INC.</b>
Agency Code: <b>082</b>	Contractor Name: <b>CURTAINWALL DESIGN CONSULTING, INC.</b>
Appropriation Unit: <b>1585-47</b>	Address: <b>2400 S CIMARRON ROAD SUTIE 125</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89117</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702-222-3621</b>
	Vendor No.: <b>T29032419</b>
	NV Business ID: <b>NV20051436120</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 %
<b>X Highway Funds</b>	<b>100.00 %</b>	Other funding	0.00 %
Agency Reference #:	111401		

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/27/2017**  
Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2021**

Contract term: **3 years and 247 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services for the Henderson DMV and Inspection Station - Roof Replacement CIP project, to include design and bid documents, construction administration, quality assurance and construction support services: CIP Project No. 17-S01h; SPWD Contract No. 111401.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$28,000.00**

Other basis for payment: Monthly progress payments based on services provided.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

2017 Agency CIP.

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

Professional Architectural/Engineering 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?

**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:  
Falconer, Mark, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Imars1	10/24/2017 07:37:16 AM
Division Approval	Imars1	10/24/2017 07:37:19 AM
Department Approval	Imars1	10/24/2017 07:37:22 AM
Contract Manager Approval	Imars1	10/24/2017 07:37:26 AM
Budget Analyst Approval	jrodrig9	10/27/2017 00:29:29 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: **19327**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>ROUNDS ENGINEERING LTD</b>
Agency Code: <b>082</b>	Contractor Name: <b>ROUNDS ENGINEERING LTD</b>
Appropriation Unit: <b>All Budget Accounts - Category 95</b>	Address: <b>dba CR ENGINEERING 5434 LONGLEY LN</b>
Is budget authority available?: <b>No</b>	City/State/Zip: <b>RENO, NV 89511-1879</b>
If "No" please explain: This is an agency funded CIP where the project will be managed by the SPWD, but all funding and contractor payment responsibilities will remain with the initiating agency. For this contract the funding and expenditure authority will reside in the Account 3259, expenditure category 95 Deferred Facilities Maintenance.	Contact/Phone: <b>775-826-1919</b>
	Vendor No.: <b>T29024113</b>
	NV Business ID: <b>NV20041355601</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.

<input checked="" type="checkbox"/> General Funds	<b>100.00 %</b>	Fees	0.00 %
<input type="checkbox"/> Federal Funds	0.00 %	Bonds	0.00 %
<input type="checkbox"/> Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 111403

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/27/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2021**

Contract term: **3 years and 247 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services for the Nevada Youth Training Center - Dormitories and Education Buildings HVAC Systems Renovation CIP project, to include design and bid documents and construction administration services: CIP Project No.18-A014; SPWD Contract No. 111403.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,500.00**

Other basis for payment: Monthly progress payments based on services provided.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

2018 Agency CIP.

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

Professional Architectural/Engineering 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:

Dobson, TJ, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lmars1	10/24/2017 07:47:11 AM
Division Approval	lmars1	10/24/2017 07:47:29 AM
Department Approval	lmars1	10/24/2017 07:47:32 AM
Contract Manager Approval	lmars1	10/24/2017 07:47:35 AM
Budget Analyst Approval	jrodrig9	10/27/2017 00:42:59 AM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **19483**

Agency Name: <b>DTCA - DIVISION OF TOURISM</b>	Legal Entity Name: <b>Fun City Distribution</b>
Agency Code: <b>101</b>	Contractor Name: <b>Fun City Distribution</b>
Appropriation Unit: <b>1530-12</b>	Address: <b>2910 S. Highland Dr. Suite E</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89109</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702-768-4646</b>
	Vendor No.: <b>T270033877</b>
	NV Business ID: <b>NV19981145917</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.

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 **11/16/2017**

Anticipated BOE meeting date **12/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2021**

Contract term: **4 years and 46 days**

4. Type of contract: **Contract**

Contract description: **Magazine Distributor**

5. Purpose of contract:

**This is a new contract to provide ongoing magazine distribution of the Nevada Travel Guide and Las Vegas Events & Shows through an exclusive distribution agreement with select rental cars at the Las Vegas McCarran International Airport.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,000.00**

Other basis for payment: Payments for services will be made at a rate of \$1,000.00 per month.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Created under NRS 231.160 Nevada Magazine publishes a magazine that contains materials which educate the general public about the state and thereby awareness and appreciation of Nevada's 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 does not have the staff or facilities to distribute publications. Fun City has exclusive rights for distribution in select Las Vegas McCarran Airport rental cars.

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):

Enterprise Rental Car  
Budget Rental Car  
Fun City Distribution

b. Solicitation Waiver: **Not Applicable**

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

The vendor has exclusive rights to distribute publications to rental car guests.

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)?

**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	jfranc5	11/15/2017 16:54:35 PM
Division Approval	jfranc5	11/15/2017 16:54:47 PM
Department Approval	jfranc5	11/15/2017 16:54:50 PM
Contract Manager Approval	jfranc5	11/15/2017 16:56:47 PM
Budget Analyst Approval	laaron	11/16/2017 15:30:23 PM



### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **19376**

Agency Name: <b>DEPARTMENT OF VETERANS SERVICES</b>	Legal Entity Name: Civic Resource Group International, Inc.
Agency Code: <b>240</b>	Contractor Name: <b>Civic Resource Group International, Inc.</b>
Appropriation Unit: <b>2564-10</b>	Address: <b>915 WILSHIRE BLVD STE 2175</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Los Angeles, CA 90017-3469</b>
If "No" please explain: Not Applicable	Contact/Phone: MIKE MILNE 213-225-1170
	Vendor No.: T29031864
	NV Business ID: NV20161149985

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 % Veterans Gift Account</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 11/2017

Retroactive? **Yes**

If "Yes", please explain

**NDVS did not receive confirmation from the vendor for these services until after the agency deadline for submission for the October 2017 agenda of the Board of Examiners. Approval of this request will allow NDVS to continue its website operation without interruption and interruption in service.**

3. Termination Date: **08/31/2018**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **Social Network Maint**

5. Purpose of contract:

**This is a new contract that continues ongoing basic maintenance and support for the web system including the public website and online applications**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Payment for services will be made at the rate of \$1,666.67 per month

Other basis for payment: Payable upon satisfactory completion of service and submission of invoice.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

NDVS needs to maintain and have support for its web system, including the public website and online applications

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

No state employees are available to perform these tasks

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

b. Solicitation Waiver: **Not Applicable**

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

The vendor received the highest score from the RFP evaluation committee. Per the Purchasing Administrator, Patrick Cates, a solicitation waiver is not required for ongoing or continued licensing, maintenance and/or support for a system already purchased / installed and in use by the State. These ongoing requirements are contemplated as a part of the initial procurement. This does not exempt an agency from following any other process that may be required (i.e., RXQ entries into Advantage, agency specific approvals or authorizations, etc.).

d. Last bid date: 05/01/2012 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:

Vendor has performed same services for NDVS for 4 years. All 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:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	agarland	10/13/2017 13:02:11 PM
Division Approval	agarland	10/13/2017 13:02:14 PM
Department Approval	agarland	10/13/2017 13:02:18 PM
Contract Manager Approval	agarland	10/13/2017 13:02:20 PM
EITS Approval	lolso3	10/16/2017 09:07:32 AM
Budget Analyst Approval	bmacke1	10/26/2017 08:52:38 AM

BRIAN SANDOVAL  
Governor



Nevada State Veterans Home  
100 Veterans Memorial Drive  
Boulder City, Nevada 89005  
(702) 332-6784 • Fax (702) 332-6762

Department of Veterans Services  
6900 N. Pecos Road, Room 1C237  
North Las Vegas, Nevada 89086  
(702) 224-6025 • Fax (702) 224-6927

STATE OF NEVADA

**NEVADA DEPARTMENT OF VETERANS SERVICES**

6880 S. McCarran Blvd, Bldg A Suite 12  
Reno, Nevada 89509  
(775) 688-1653 • Fax (775) 688-1656

Northern Nevada  
Veterans Memorial Cemetery  
P.O. Box 1919  
Fernley, Nevada 89408  
(775) 575-4441 • Fax (775) 575-5713

Southern Nevada  
Veterans Memorial Cemetery  
1900 Veterans Memorial Drive  
Boulder City, Nevada 89005  
(702) 486-5920 • Fax (702) 486-5923

**MEMORANDUM**

**TO:** Debi Reynolds, Budget Division

**FROM:** Joseph Theile, Management Analyst II

**DATE:** August 26, 2017

**SUBJECT:** Request for Retroactive Approval – Civic Resource Group International Incorporated (CETS 19376/Budget Account 2564)

The Department of Veterans Services respectfully requests this contract be made retroactive to 09/1/2017. NDVS did not receive confirmation from the vendor for these services until after the agency deadline for submission for the October 2017 agenda of the Board of Examiners. Approval of this request will allow NDVS to continue its website operation without interruption and interruption in service.

Thank you for your time and courtesy with this request and should you have any questions or comments, please do not hesitate to let me know.

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **16127** Amendment Number: **1**

Agency Name: **DTCA - MUSEUMS AND HISTORY DIVISION** Legal Entity Name: **JOHNSON CONTROLS INC**

Agency Code: **331** Contractor Name: **JOHNSON CONTROLS INC**

Appropriation Unit: **2943-07** Address: **3645 W Oquendo Rd Ste 100**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89118**

If "No" please explain: **Not Applicable** Contact/Phone: **702-873-2200**

To what State Fiscal Year(s) will the contract be charged? **2015-2019** Vendor No.: **T10346500A**

What is the source of funds that 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: **NV19571000769**

<input checked="" type="checkbox"/>	General Funds	<b>45.00 %</b>	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>55.00 % Division of Tourism Transfer-Lodging Tax</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2014**

Anticipated BOE meeting date: **12/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **11/30/2017**

Contract term: **3 years and 241 days**

4. Type of contract: **Contract**

Contract description: **NSMLV HVAC Service**

5. Purpose of contract:

**This is the first amendment to the original contract which provides ongoing full service repair, maintenance, and replacement for the Nevada State Museum Las Vegas' heating, air conditioning, and ventilation system. This amendment extends the termination date from November 30, 2017 to July 30, 2018 and increases the maximum amount from \$203,449 to \$248,289 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:	\$203,449.00	\$203,449.00	\$203,449.00	Yes - Action
2. Amount of current amendment (#1):	\$44,840.00	\$44,840.00	\$44,840.00	Yes - Info
3. New maximum contract amount:	\$248,289.00			
and/or the termination date of the original contract has changed to:	07/30/2018			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

If the HVAC system is not maintained and serviced on a regular basis, it could result in catastrophic failure, endanger valuable artifact collections, and require closure of the building until costly repairs are made.

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

The agency does not have positions approved for the maintenance and repair of HVAC equipment. These positions require certified skills and knowledge.

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?

Based on the evaluation, Johnson Controls was the most qualified to perform the required services.

d. Last bid date: 09/03/2014 Anticipated re-bid date: 02/01/2018

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:

DCFS 4/1/2010 - 3/31/2012  
Nevada State Veterans Home - Boulder City 7/1/11 - Present  
DETR 7/1/11 - Present  
B&G 8/8/12 - Present  
Nevada State Museum Las Vegas - 5/2013 - Present

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	cedlefse	11/03/2017 15:59:24 PM
Division Approval	cedlefse	11/06/2017 11:45:47 AM

Department Approval	dpeters3	11/06/2017 12:04:01 PM
Contract Manager Approval	cedlefse	11/15/2017 13:43:54 PM
Budget Analyst Approval	laaron	11/15/2017 14:15:38 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: **19408**

Agency Name:	<b>DHHS - AGING AND DISABILITY SERVICES DIVISION</b>	Legal Entity Name:	A1 NATIONAL FIRE CO INC DBA
Agency Code:	<b>402</b>	Contractor Name:	<b>A1 NATIONAL FIRE CO INC DBA</b>
Appropriation Unit:	<b>3279-07</b>	Address:	<b>ALL AMERICAN FIRE 4830 W UNIVERSITY AVE</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>LAS VEGAS, NV 89103-3827</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Richard Parent 702/320-3473
		Vendor No.:	PUR0004609
		NV Business ID:	NV20031342615

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.

<input checked="" type="checkbox"/> General Funds	<b>51.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	<b>49.00 %</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 **01/01/2018**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2021**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Fire Prevention Svcs**

5. Purpose of contract:

**This is a new contract that continues ongoing fire sprinkler system, fire extinguisher, fire hydrant inspection and repair services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: Per invoice over term of contract

#### II. JUSTIFICATION

7. What conditions require that this work be done?

NAC 477.335 Inspections (NRS 477.030)  
1. All pre-engineered or engineered fixed fire extinguishing systems, fire alarm systems, standpipe systems or sprinkler systems must be inspected in accordance with schedules recommended in the appropriate adopted standards as published by the N.F.P.A. Those inspections, other than a required inspection and certification, may be conducted by any person, including an employee of a firm, who, in the opinion of the authority having jurisdiction, has sufficient knowledge of the system to conduct such an inspection and who will maintain an accurate record of such inspections of the system in the designated place for each system.

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

State employees, within Desert Regional Center, are neither trained or certified to perform these services.

9. Were quotes or proposals solicited? **Yes**

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

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

A-1 National Fire  
Certified Fire Protection  
E&E Fire Protection  
Statewide Fire

b. Solicitation Waiver: **Not Applicable**

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

Vendor is able to provide requested services at best price.

d. Last bid date: 09/01/2017 Anticipated re-bid date: 08/02/2021

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:

Services provided for various other State agencies from FY09 - FY17 (agencies 409, 431, 440, 650, 656, 702, 705, 706, 810).

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:

CHRISTINE COCHRAN, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbowma1	10/24/2017 07:36:57 AM
Division Approval	dbowma1	10/24/2017 07:37:01 AM
Department Approval	vmilazz1	11/02/2017 08:44:28 AM
Contract Manager Approval	ltuttl1	11/02/2017 16:04:13 PM
Budget Analyst Approval	bwooldri	11/06/2017 10:46:38 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: **19406**

Agency Name: <b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name: <b>BUDGET FENCE COMPANY</b>
Agency Code: <b>406</b>	Contractor Name: <b>BUDGET FENCE COMPANY</b>
Appropriation Unit: <b>3161-07</b>	Address: <b>4295 S. ARVILLE ST</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89103-3848</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Brian Thomas 702/850-2468</b>
	Vendor No.: <b>T27040724</b>
	NV Business ID: <b>NV20161389926</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 %

Agency Reference #: **C16270**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/15/2017**

Anticipated BOE meeting date **12/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **02/28/2018**

Contract term: **105 days**

4. Type of contract: **Contract**

Contract description: **Fencing Services**

5. Purpose of contract:

**This is a new contract to provide installation and repair of existing fencing that provides security for Stein Hospital.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$29,166.00**

Payment for services will be made at the rate of \$26,566.00 per job completion

Other basis for payment: Plus \$2,600 for unforeseen occurrences should they occur.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**NRS 331.080 authorizes expenditures for maintenance and repair to meet safety and security standards which require a safe, secure space for consumers and safe access for visitors and staff.**

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

**Currently there are no available FTE employees with the necessary training, knowledge or equipment necessary to perform these functions.**

9. Were quotes or proposals solicited? **Yes**

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

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

American Fence Company  
Tiberti Fence  
Budget Fence Company

b. Solicitation Waiver: **Not Applicable**

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

This vendor was selected as the lowest responsible vendor bidding for the services.

d. Last bid date: 09/05/2017 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:

Brett Phillips, Facilities Manager Ph: 702-486-5135

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmorse	11/02/2017 14:47:11 PM
Division Approval	rmorse	11/02/2017 14:47:14 PM
Department Approval	valpers	11/06/2017 08:46:18 AM
Contract Manager Approval	slabranc	11/06/2017 15:42:56 PM
Budget Analyst Approval	nhovden	11/15/2017 14:45:57 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: **19363**

Agency Name: <b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name: <b>GARDNER ENGINEERING, INC.</b>
Agency Code: <b>406</b>	Contractor Name: <b>GARDNER ENGINEERING, INC.</b>
Appropriation Unit: <b>3162-07</b>	Address: <b>270 E. Parr Blvd.</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89512</b>
If "No" please explain: Not Applicable	Contact/Phone: <b>Scott Wagner 775/329-4133</b>
	Vendor No.: <b>T27000470A</b>
	NV Business ID: <b>NV19751005065</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 #: **C 16206**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/14/2017**

Anticipated BOE meeting date **12/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2019**

Contract term: **1 year and 227 days**

4. Type of contract: **Contract**

Contract description: **Service Contract**

5. Purpose of contract:

**This is a new contract to provide ongoing plumbing, heating, ventilation, air conditioning and refrigeration services/repairs of facility buildings.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,000.00**

Other basis for payment: \$90.00 per hour for Monday - Friday 7 am to 4pm and \$127.50 per hour for after 4 pm to 7 am and holidays; \$20.00 per dispatch and parts at 20% markup.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 333.700, NAC 333.150 and SAM 660.0 contract services to maintain building and grounds is required for the safety and well being of consumers, staff and visitors.

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

Current staff do not have the specialized equipment, tools and expertise to perform these services.

9. Were quotes or proposals solicited? **Yes**

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

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

Tech Plumbing & Heating  
Paul's Plumbing and Heating  
Gardner Engineering

b. Solicitation Waiver: **Not Applicable**

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

This company provided the lowest labor rate for HVACR and plumbing repair.

d. Last bid date: 04/30/2017 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:

2017 - Northern Nevada Adult Mental Health Services - Satisfactory  
2013 - adjutant General & National Guard - 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:

Yeng Chao, ASO II Ph: 775-688-2032

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	chadwic1	11/01/2017 18:04:22 PM
Division Approval	chadwic1	11/01/2017 18:04:24 PM
Department Approval	valpers	11/02/2017 11:21:56 AM
Contract Manager Approval	rmorse	11/02/2017 13:51:55 PM
Budget Analyst Approval	nhovden	11/14/2017 09:47:09 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: <b>14613</b>	Amendment Number: <b>1</b>
Agency Name: <b>WELFARE AND SUPPORT SERVICES</b>	Legal Entity Name: <b>TALX CORPORATION</b>
Agency Code: <b>407</b>	Contractor Name: <b>TALX CORPORATION</b>
Appropriation Unit: <b>3228-04</b>	Address: <b>11432 LACKLAND RD</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>SAINT LOUIS, MO 63146</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>314/214-7362</b>
	Vendor No.: <b>T27017055A</b>
	NV Business ID: <b>NV20071210846</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.

<input checked="" type="checkbox"/> General Funds	<b>30.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	<b>70.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **RFP #1994**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/15/2013**  
Anticipated BOE meeting date **12/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **10/31/2017**

Contract term: **4 years and 31 days**

4. Type of contract: **Contract**

Contract description: **Income Verification**

5. Purpose of contract:

**This is the first amendment to the original contract to continue providing income verification for the Eligibility and Payment unit to determine eligibility for the federal assistance programs administered by the Division and provide income verification and employment location of non-custodial parents to determine ability to pay medical or child support and to enforce the support payment. This amendment extends the termination date from October 31, 2017 to December 15, 2017, increases the maximum amount from \$1,643,005 to \$1,689,415 and incorporates Attachment AA-1, Equifax Pricing Proposal.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,643,005.00	\$1,643,005.00	\$1,643,005.00	Yes - Action
2. Amount of current amendment (#1):	\$46,410.00	\$46,410.00	\$46,410.00	Yes - Info
3. New maximum contract amount:	\$1,689,415.00			
and/or the termination date of the original contract has changed to:	12/15/2017			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Federal Law requires that income information is verified prior to issuing benefits.

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 resources to provide this service.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #1994, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 08/01/2012 Anticipated re-bid date: 04/03/2017

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:

Currently under contract with DWSS and providing 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:  
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	jhoba2	10/30/2017 16:22:54 PM
Division Approval	bberry	10/31/2017 14:39:37 PM
Department Approval	valpers	10/31/2017 15:50:28 PM
Contract Manager Approval	mlynn	10/31/2017 16:02:10 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: **19121**

Agency Name:	<b>DHHS - DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name:	Planned Parenthood of the Rocky Mountains
Agency Code:	<b>409</b>	Contractor Name:	<b>Planned Parenthood of the Rocky Mountains</b>
Appropriation Unit:	<b>3148-04</b>	Address:	<b>3220 West Charleston Blvd</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Las Vegas, NV 89102</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Brenda Hernandez 702-370-4100
		Vendor No.:	T8105982C
		NV Business ID:	NV19931044083

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.

<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 **10/31/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **08/31/2021**

Contract term: **3 years and 305 days**

4. Type of contract: **Contract**

Contract description: **Sexual Education**

5. Purpose of contract:

**This is a new contract for sex education and preventative information for youth to reduce risky behavior and increase sexual and reproductive awareness.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$16,320.00**

Payment for services will be made at the rate of \$85.00 per Lesson

Other basis for payment: 4 Lessons per month

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Program implementation is required to prepare youth for reentry into the community on parole. Many of the youth at SVYC enter with a history of engaging in sexually inappropriate, dangerous or unhealthy behaviors. Many of the youth at SVYC enter with active sexually transmitted infections. It is our duty to rehabilitate, prepare and empower the youth with the tools to be successful and not only reduce recidivism, but increase the likelihood of living health lives. These lessons provide targeted information on specific topics for personal health.

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

State employees at SVYC are not trained in sexual anatomy, contraception, sexually transmitted infections, and other fields specific to sexual health and adolescent risk reduction.

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):

Southern Nevada Health District  
Planned Parenthood  
University of Nevada Las Vegas

b. Solicitation Waiver: **Not Applicable**

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

This was the only vendor to provide a response.

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:

Corrina Church, Admin Services Officer 1 Ph: 702-668-4759

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dander16	08/21/2017 10:55:32 AM
Division Approval	pcolegro	10/25/2017 08:11:22 AM
Department Approval	vmilazz1	10/25/2017 15:08:51 PM
Contract Manager Approval	sknigge	10/25/2017 16:39:48 PM
Budget Analyst Approval	nhovden	10/31/2017 13:08:16 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: **19329**

Agency Name:	<b>DHHS - DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name:	<b>DESERT BOILERS AND CONTROLS, INC.</b>
Agency Code:	<b>409</b>	Contractor Name:	<b>DESERT BOILERS AND CONTROLS, INC.</b>
Appropriation Unit:	<b>3179-95</b>	Address:	<b>308 West Saint Louis Ave</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Las Vegas, NV 89102-4706</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>mknott@desertboilers.com 702-631-7780</b>
		Vendor No.:	<b>PUR0001437</b>
		NV Business ID:	<b>NV19971189711</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 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/31/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2019**

Contract term: **1 year and 242 days**

4. Type of contract: **Contract**

Contract description: **Boiler Repairs**

5. Purpose of contract:

**This is a new contract to perform combustion analysis and safety checks on the hot water boiler and the steam boiler for evaluation and proposal of any repairs or upgrades needed.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00**

Other basis for payment: \$2,000 for combustion analysis; \$8,000 additional repairs/upgrades

#### II. JUSTIFICATION

7. What conditions require that this work be done?

This work is outlined in the Caliente Youth Center Facility Condition Analysis (2010) and was funded in SFY 18 - M425 Project List as follows:

"Boiler Replacement Parts/Repairs. There are two hot water boilers servicing the building. The one serving the laundry and culinary has had continuous problems and requires constant maintenance. Equipment such as motors and blow-off valves have failed prematurely. This project provides for a professional evaluation of the boiler and associated equipment by a mechanical engineer and also for replacement parts that may be necessary to keep the boiler in working condition until a new boiler can be purchased. (FCO: Ending in PLM2)"

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

Current maintenance staff does not have the specialty Equipment Analyzer to provide the technical specifications.

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):

Anytime Plumbing  
Enviser  
Desert Boilers & Controls  
One Hour HVAC and Heating

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?

**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:

Sheryl Johnson, Admin Services Officer Ph: 775-726-8203

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dander16	10/04/2017 08:22:50 AM
Division Approval	pcolegro	10/11/2017 15:32:00 PM
Department Approval	valpers	10/23/2017 14:48:50 PM
Contract Manager Approval	sknigge	10/24/2017 11:13:20 AM
Budget Analyst Approval	nhovden	10/31/2017 13:48:17 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: **19342**

Agency Name: <b>DHHS - DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name: <b>CARSON CITY DEPARTMENT OF ALTERNATIVE SENTENCING</b>	Contractor Name: <b>CARSON CITY DEPARTMENT OF ALTERNATIVE SENTENCING</b>
Agency Code: <b>409</b>	Address: <b>DEPT OF ALTERNATIVE SENTENCING</b>	<b>885 E MUSSER ST STE 2080</b>
Appropriation Unit: <b>3229-41</b>	City/State/Zip: <b>CARSON CITY, NV 89701</b>	Contact/Phone: <b>775/887-2530</b>
Is budget authority available?: <b>Yes</b>	Vendor No.: <b>T80990941AF</b>	NV Business ID: <b>Governmental Entity</b>
If "No" please explain: <b>Not Applicable</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>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 **10/31/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/29/2018**

Contract term: **241 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Drug Testing Service**

5. Purpose of contract:

**This is a new contract to provide random, observed drug and alcohol testing services for clients when good of the state contracted providers are not within 30 miles of the client location or can not provide observation of testing.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00**

Payment for services will be made at the rate of \$10.00 per Test and Lab Result

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Courts order that parents submit to observed drug testing and there currently is no observed drug testing in the Carson City area.

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

DCFS does not have staff to observe drug testing and does not have a lab to test the results.

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?

In accordance with NRS 277.180, the Agency has contracted with the Carson City Department of Alternative Sentencing to provide drug testing services.

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:

Maria Hickey, Social Servies Prgm Sp 3 Ph: 775-684-1975

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mmason	10/13/2017 17:07:47 PM
Division Approval	pcolegro	10/17/2017 15:15:37 PM
Department Approval	valpers	10/23/2017 15:04:59 PM
Contract Manager Approval	sknigge	10/24/2017 11:00:08 AM
Budget Analyst Approval	nhovden	10/31/2017 13:20:54 PM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **13625** Amendment Number: **4**

Agency Name: **DIVISION OF CHILD AND FAMILY SERVICES** Legal Entity Name: **GREENSCAPES OF NEVADA LLC**

Agency Code: **409** Contractor Name: **GREENSCAPES OF NEVADA LLC**

Appropriation Unit: **3646-07** Address: **5965 CHIEFTAIN ST**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89149-2363**

If "No" please explain: **Not Applicable** Contact/Phone: **Bryan Vellinga 702/533-2428**

Vendor No.: **T27033446**

NV Business ID: **NV20131448439**

To what State Fiscal Year(s) will the contract be charged? **2013-2021**

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 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2012**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved **08/31/2020**

Termination Date:

Contract term: **8 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Grounds Maintenance**

5. Purpose of contract:

**This is the fourth amendment to the original contract to provide grounds maintenance and landscaping services. This amendment adds additional funds of \$30,190 for removal of a speed bump removal per Clark County Fire Department and install approved fire code speed humps.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$172,800.00	\$172,800.00	\$172,800.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
b. Amendment 2:	\$58,347.00	\$58,347.00	\$58,347.00	Yes - Action
c. Amendment 3:	\$231,147.00	\$231,147.00	\$231,147.00	Yes - Action
2. Amount of current amendment (#4):	\$30,190.13	\$30,190.13	\$30,190.13	Yes - Info
3. New maximum contract amount:	\$492,484.13			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

For the health and safety of staff, clients and families.

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

The Division of Child and Family Services (DCFS) does not have the equipment and/or staff.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

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

b. Solicitation Waiver: **Not Applicable**

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

This contractor was selected as the best solution by the evaluation committee based on pre-determined evaluation criteria.

d. Last bid date: 05/16/2012 Anticipated re-bid date: 05/12/2020

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:

They are the current vendor for the Division of Child and Family Services. 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 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	prassie1	07/19/2017 08:17:40 AM
Division Approval	pcolegro	10/11/2017 11:14:07 AM
Department Approval	valpers	10/25/2017 12:03:57 PM
Contract Manager Approval	sknigge	10/31/2017 11:12:23 AM
Budget Analyst Approval	bwooldri	11/03/2017 15:54:44 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: **19308**

Agency Name: <b>DEPARTMENT OF AGRICULTURE</b>	Legal Entity Name: <b>AUTOMATED TEMPERATURE CONTROLS, INC.</b>
Agency Code: <b>550</b>	Contractor Name: <b>AUTOMATED TEMPERATURE CONTROLS, INC.</b>
Appropriation Unit: <b>4554-07</b>	Address: <b>8535 DOUBLE R BLVD</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89511</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>PETER SELLMAN 775-826-7700</b>
	Vendor No.: <b>PUR0003825</b>
	NV Business ID: <b>NV19871039226</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 Other funding</b>	<b>100.00 % Cost Allocation</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/30/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2021**

Contract term: **3 years and 244 days**

4. Type of contract: **Contract**

Contract description: **HVAC monitoring**

5. Purpose of contract:

**This is a new contract to provide remote monitoring of facility HVAC controls and review of heating and cooling water systems and corresponding temperature controls.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,600.00**

Other basis for payment: Installments payments: FY18 = \$4,480.00; FY19 = \$4,750.00; FY20 = \$5,035.00; FY21 = 5,335.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The outside monitoring of the HVAC system for the Sparks HQ is necessary to maintain accurate temperatures in the facility to prevent lab equipment damage and to provide suitable working conditions.

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

State employees do not have access to the monitoring system.

9. Were quotes or proposals solicited? **No**

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

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

**Not Applicable**

b. Solicitation Waiver: **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:

This is the original vendor for HVAC monitoring.

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	bbel1	09/27/2017 10:17:54 AM
Division Approval	bbel1	09/29/2017 10:06:39 AM
Department Approval	bbel1	10/24/2017 12:44:11 PM
Contract Manager Approval	bbel1	10/24/2017 12:44:14 PM
Budget Analyst Approval	hfield	10/30/2017 13:12:34 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: **19415**

Agency Name: <b>DEPARTMENT OF AGRICULTURE</b>	Legal Entity Name: <b>INTERNATIONAL CHEMTEX</b>
Agency Code: <b>550</b>	Contractor Name: <b>INTERNATIONAL CHEMTEX CORPORATION</b>
Appropriation Unit: <b>4554-07</b>	Address: <b>8287 214th Street West</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Lakeville, MN 55440-9305</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>STEPHEN YOUNG 952/469-4965</b>
	Vendor No.: <b>T81017462A</b>
	NV Business ID: <b>NV20071161982</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.

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 % COST ALLOCATION</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/01/2017**

Anticipated BOE meeting date **12/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **11/01/2021**

Contract term: **4 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Cooling Tower Svcing**

5. Purpose of contract:

**This is a new contract to provide inspection services, required chemicals and in house training for Cooling Tower code compliance.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,776.00**

Other basis for payment: Invoiced monthly; \$400 per month YR1; \$412 per month YR2 and YR3; \$424.00 per month YR4

#### II. JUSTIFICATION

7. What conditions require that this work be done?

To prevent scale, corrosion and bio-fouling of open cooling tower and condenser water 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 skills or tools to perform the cleaning or testing, nor is it an efficient use of state employees time to perform the service.

9. Were quotes or proposals solicited? **Yes**

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

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

POWER CHEM  
DYNAMIC WATER  
SAN JOAQUIN CHEMICAL

b. Solicitation Waiver: **Not Applicable**

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

ONLY VENDOR TO SUBMIT PROPOSAL - PROPOSAL REVIEWED AND DETERMINED TO BE COMPLETE AND TO MEET ALL NEEDS OF THE DEPARTMENT, AS WELL AS FALL INTO BUDGET REQUIREMENTS.

d. Last bid date: Anticipated re-bid date: 06/01/2021

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: 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	bbel1	10/24/2017 09:27:47 AM
Division Approval	bbel1	10/24/2017 12:43:34 PM
Department Approval	bbel1	10/24/2017 12:43:37 PM
Contract Manager Approval	bbel1	10/24/2017 12:43:40 PM
Budget Analyst Approval	hfield	11/01/2017 11:39:53 AM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **19468**

Agency Name: <b>PUBLIC UTILITIES COMMISSION</b>	Legal Entity Name: <b>SILVER STATE COURT REPORTERS</b>
Agency Code: <b>580</b>	Contractor Name: <b>SILVER STATE COURT REPORTERS LLC</b>
Appropriation Unit: <b>3920-04</b>	Address: <b>PO BOX 51055</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>SPARKS, NV 89435-1055</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775/329-6323</b>
	Vendor No.: <b>T80371610A</b>
	NV Business ID: <b>NV20011090507</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 %</b>	<b>Regulatory Assessments</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 **11/20/2017**

Anticipated BOE meeting date 01/2018

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **01/31/2018**

Contract term: **72 days**

4. Type of contract: **Contract**

Contract description: **Court Reporter**

5. Purpose of contract:

**This is a new contract to provide ongoing court reporting services during commission meetings on an as needed basis.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00**

Other basis for payment: \$35-\$40 per hour based on proceeding hours.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS 241.035(4), the Commission must comply with Nevada's Opening Meeting Law. A public body shall, for each of its meetings, whether public or closed, record the meeting on audiotape or another means of sound reproduction or cause the meeting to be transcribed by a court reporter. The Commission has all their meetings transcribed by a court reporter.

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

The Commission does not employ a court reporter.

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):

Silver State Court Reporters, LLC  
Shannon L. Taylor  
Bonanza Reporting & Video Conference Center

b. Solicitation Waiver: **Not Applicable**

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

Silver State Court Reporters, LLC submitted a completed packet and has extensive knowledge as a court reporter and of the Commission's processes.

d. Last bid date: 11/12/2017 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:

Silver State Court Reporters, LLC have been on the State of Nevada's Master Service Agreement. The Commission has been using this contract from 1973 to present. The quality of service provided 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:

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:

Trisha Osborne, Asst Commission Secretary Ph: 775-684-6112

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nshafer	11/13/2017 15:21:40 PM
Division Approval	nshafer	11/13/2017 15:21:43 PM
Department Approval	bpotte1	11/13/2017 15:31:36 PM
Contract Manager Approval	nshafer	11/14/2017 13:03:50 PM
Budget Analyst Approval	laaron	11/16/2017 08:33:20 AM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **19285**

Agency Name: **DPS-HIGHWAY PATROL**  
 Agency Code: **651**  
 Appropriation Unit: **4713-04**  
 Is budget authority available?: **Yes**  
 If "No" please explain: Not Applicable

Legal Entity Name: Jennifer Renee Whitchurch  
 Contractor Name: **Jennifer Renee Whitchurch**  
 Address: **1590 E. Pumice Ave.**  
 City/State/Zip: **Sandy Valley, NV 89019**  
 Contact/Phone: Jennifer Whitchurch 702-610-0106  
 Vendor No.:  
 NV Business ID: NV20171357657

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 %
<b>X Highway Funds</b>	<b>100.00 %</b>	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/16/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **10/01/2021**

Contract term: **3 years and 319 days**

4. Type of contract: **Contract**

Contract description: **Janitorial**

5. Purpose of contract:

**This is a new contract to provide ongoing janitorial services at the Jean Nevada Highway Patrol substation.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$17,280.00**

Payment for services will be made at the rate of \$360.00 per month

#### 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 in this area do not provide janitorial 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):

JJp CLeanworks  
 Accurate Building Maintenance  
 Valley Wide Janitorial  
 Coverall Cleaners

b. Solicitation Waiver: **Not Applicable**

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

The vendor was the lowest cost.

d. Last bid date: 08/01/2017 Anticipated re-bid date: 08/02/2021

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: 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	bmarti8	09/22/2017 09:12:16 AM
Division Approval	shoh1	11/07/2017 08:59:50 AM
Department Approval	mcar2	11/07/2017 13:43:13 PM
Contract Manager Approval	mcar2	11/07/2017 13:47:22 PM
Budget Analyst Approval	jrodrig9	11/16/2017 22:14:16 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: **19426**

Agency Name: <b>DCNR - CONSERVATION &amp; NATURAL RESOURCES</b>	Legal Entity Name: <b>BEC ENVIRONMENTAL</b>
Agency Code: <b>700</b>	Contractor Name: <b>BEC ENVIRONMENTAL</b>
Appropriation Unit: <b>4144-50</b>	Address: <b>7241 WEST SAHARA AVE, SUTE 120</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89117-2786</b>
If "No" please explain: Not Applicable	Contact/Phone: <b>702/304-9830</b>
	Vendor No.: <b>T32000808</b>
	NV Business ID: <b>NV20021197371</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 %	Fees	0.00 %
Federal Funds	0.00 %	<b>X</b> Bonds	<b>100.00 %</b>
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 **10/31/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **02/01/2018**

Contract term: **93 days**

4. Type of contract: **Contract**

Contract description: **Environmental Analys**

5. Purpose of contract:

**This is a new contract to perform environmental studies at Walker River State Recreation Area to the standards of National Environmental Policy Act.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$43,365.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Land and Water Conservation Fund (LWCF) require environmental studies per the National Environmental Policy Act prior to construction.

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

We don't have sufficient staff or expertise to perform this task.

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 is currently under contract with State Park doing another environmental analysis at Ice Age State Park with satisfactory progress.

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:

Janice Keillor, Park & Rec Program Manager Ph: 775-684-2787

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	10/31/2017 09:41:58 AM
Division Approval	sdecrona	10/31/2017 09:42:01 AM
Department Approval	sdecrona	10/31/2017 09:42:03 AM
Contract Manager Approval	sdecrona	10/31/2017 09:42:06 AM
Budget Analyst Approval	cpalme2	10/31/2017 14:50:33 PM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>18305</b>	Amendment Number: <b>1</b>
Agency Name: <b>DEPARTMENT OF WILDLIFE</b>	Legal Entity Name: <b>SIGNATURE EXTERIORS, LLC</b>
Agency Code: <b>702</b>	Contractor Name: <b>SIGNATURE EXTERIORS, LLC</b>
Appropriation Unit: <b>4461-07</b>	Address: <b>959 MONTROSE LANE</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>ELKO, NV 89801-2472</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Jan Van Asche 775/299-4039</b>
	Vendor No.: <b>T32004404</b>
	NV Business ID: <b>NV20121356800</b>

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 % Sportsmen</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: 17-34

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/06/2016**  
Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **05/31/2018**

Contract term: **3 years and 176 days**

4. Type of contract: **Contract**

Contract description: **Snow Removal**

5. Purpose of contract:

**This is the first amendment to the original contract which provides snow removal at the Department of Wildlife Elko office. This amendment extends the termination date from May 31, 2018 to May 31, 2020 and increases the maximum amount from \$5,000 to \$20,000 due to the continued need for these services.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$5,000.00	\$5,000.00	\$5,000.00	No
2. Amount of current amendment (#1):	\$15,000.00	\$20,000.00	\$20,000.00	Yes - Info
3. New maximum contract amount:	\$20,000.00			
and/or the termination date of the original contract has changed to:	05/31/2020			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**Snow removal needs to be done for the safety of employees and customers.**

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

The Department of Wildlife does not have the proper equipment for snow removal.

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):

Signature Exteriors, LLC  
Mountain G.E.M. Services, LLC  
Ruby Dome, Inc.

b. Solicitation Waiver: **Not Applicable**

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

The vendors proposal met all the needs of the department.

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 department and has 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	dwendell	10/12/2017 08:21:35 AM
Division Approval	tdoucett	10/12/2017 09:16:39 AM
Department Approval	eobrien	10/18/2017 15:53:16 PM
Contract Manager Approval	dwendell	10/23/2017 10:49:39 AM
Budget Analyst Approval	cpalme2	10/25/2017 16:15:36 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: **19421**

Agency Name: <b>DCNR - PARKS DIVISION</b>	Legal Entity Name: <b>DWIGHT HUNTER DBA LAHONTAN VALLEY GLASS</b>
Agency Code: <b>704</b>	Contractor Name: <b>DWIGHT HUNTER DBA LAHONTAN VALLEY GLASS</b>
Appropriation Unit: <b>4162-68</b>	Address: <b>42 E. WILLIAMS AVE.</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>FALLON, NV 89406-3024</b>
If "No" please explain: Not Applicable	Contact/Phone: <b>Dwight Hunter 775/423-3422</b>
	Vendor No.: <b>T29030930</b>
	NV Business ID: <b>NV20101424315</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 **11/02/2017**

Anticipated BOE meeting date 12/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2018**

Contract term: **240 days**

4. Type of contract: **Contract**

Contract description: **Window Replacements**

5. Purpose of contract:

**This is a new contract to replace windows at the Brick House at Walker River State Recreation Area.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,595.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The windows are broken.

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

We don't have available staff.

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:

They have been under contract with Nevada State Parks since 2012 with 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 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:

Scott Payne, Facility Manager Ph: 775-867-4429

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	10/26/2017 09:16:18 AM
Division Approval	sdecrona	10/26/2017 09:16:21 AM
Department Approval	sdecrona	10/31/2017 08:33:50 AM
Contract Manager Approval	sdecrona	10/31/2017 08:36:08 AM
Budget Analyst Approval	cpalme2	11/02/2017 14:25:42 PM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **19269**

Agency Name: <b>DCNR - FORESTRY DIVISION</b>	Legal Entity Name: <b>PRECISION CRANE &amp; HOIST SERVICES, INC.</b>
Agency Code: <b>706</b>	Contractor Name: <b>PRECISION CRANE &amp; HOIST SERVICES, INC.</b>
Appropriation Unit: <b>4195-04</b>	Address: <b>PO BOX 90487</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>HENDERSON, NV 89009-0487</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>RICHARD VALDEZ 775/223-0437</b>
	Vendor No.: <b>T29005556A</b>
	NV Business ID: <b>NV20051280421</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.

<b>X</b> General Funds	<b>60.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>40.00 % Conservation Camp Funds</b>

Agency Reference #: **NDF18-005**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/30/2017**

Anticipated BOE meeting date **12/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2021**

Contract term: **3 years and 244 days**

4. Type of contract: **Contract**

Contract description: **Crane Inspection**

5. Purpose of contract:

**This is a new contract to provide ongoing services for annual inspections on overhead, mobile and vehicle mounted cranes at facilities statewide, and provide annual training for crane operators.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$16,000.00**

Payment for services will be made at the rate of \$75.00 per Inspection

Other basis for payment: \$95/hr labor for repairs as needed; GSA rates/day for per diem for repair time as needed; upon receipt/approval of contractor invoice and verification of work completed in a satisfactory manner.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Code of Federal Regulations (29 CFR 1926.550) requires annual inspections of cranes and hoists inspected per the manufacturers' specifications.

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

Inspections must be conducted by a qualified engineer competent in the field and recognized by the Department of Labor.

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):

Precision Crane & Hoist Services, Inc.  
4 Olio Grane Group LLC/American Equipment Inc.

b. Solicitation Waiver: **Not Applicable**

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

This vendor was selected as the best value for the Division of Forestry and State of Nevada.

d. Last bid date: 08/01/2017 Anticipated re-bid date: 03/01/2021

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:  
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:

Julian Angres, Safety and Training Program Manager Ph: 775-684-2513

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jkidd	10/05/2017 15:58:04 PM
Division Approval	dprather	10/06/2017 07:30:02 AM
Department Approval	dprather	10/06/2017 07:30:05 AM
Contract Manager Approval	ldunn	10/11/2017 06:11:05 AM
Budget Analyst Approval	cpalme2	10/30/2017 11:12:56 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>15236</b>	Amendment Number: <b>3</b>
Agency Name: <b>DCNR - FORESTRY DIVISION</b>	Legal Entity Name: <b>RHP Mechanical Systems, dba Ray Heating Products, Inc.</b>
Agency Code: <b>706</b>	Contractor Name: <b>RHP Mechanical Systems, dba Ray Heating Products, Inc.</b>
Appropriation Unit: <b>4195-07</b>	Address: <b>1008 E. 4th Street PO Box 2957</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89505</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775-322-9434</b>
	Vendor No.: <b>PUR0002724</b>
	NV Business ID: <b>NV20041446186</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.

<input checked="" type="checkbox"/> General Funds	<b>80.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>20.00 % NDF Nursery Funds</b>

Agency Reference #: **NDF14-004**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/24/2014**  
Anticipated BOE meeting date **11/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **12/31/2017**

Contract term: **3 years and 342 days**

4. Type of contract: **Contract**

Contract description: **Plumbing Services**

5. Purpose of contract:

**This is the third amendment to the original contract, which provides plumbing and drain cleaning services at the division's facilities located in Washoe County and Minden. This amendment increases the total contract amount from \$9,200 to \$20,200 due to the volume of unanticipated repairs at the facilities.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$2,700.00	\$2,700.00	\$2,700.00	No
a. Amendment 1:	\$0.00	\$2,700.00	\$2,700.00	No
b. Amendment 2:	\$6,500.00	\$9,200.00	\$9,200.00	No
2. Amount of current amendment (#3):	\$11,000.00	\$20,200.00	\$20,200.00	Yes - Info
3. New maximum contract amount:	\$20,200.00			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Division of Forestry requires periodic services and/or repairs to maintain the plumbing at its Western Region facilities in order to ensure plumbing systems are functioning properly and ensure public and employee safety.



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 certified in the specific areas required under this contract.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor was chosen based on lowest cost proposal.

d. Last bid date: 11/15/2013 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:

Current contract with the Division of Forestry for HVAC services at the Sierra Front Interagency Dispatch Center. Performance has been 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 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	jkidd	10/05/2017 15:56:13 PM
Division Approval	dprather	10/06/2017 07:31:26 AM
Department Approval	dprather	10/06/2017 07:31:36 AM
Contract Manager Approval	ldunn	10/11/2017 06:08:52 AM
Budget Analyst Approval	cpalme2	11/09/2017 16:14:56 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: **19380**

Agency Name: <b>DCNR - ENVIRONMENTAL PROTECTION</b>	Legal Entity Name: <b>City of Reno, Public Works, Fleet Management</b>
Agency Code: <b>709</b>	Contractor Name: <b>City of Reno, Public Works, Fleet Management</b>
Appropriation Unit: <b>3185-12</b>	Address: <b>1640 e Commercial row</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89512</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>7756574608</b>
	Vendor No.:
	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 **11/09/2017**

Anticipated BOE meeting date **12/2018**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **09/30/2018**

Contract term: **324 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **City of Reno, DERA**

5. Purpose of contract:

**This is a new contract to provide funding for the replacement of one vehicle. As part of the State Clean Diesel Grant Program, the division provides pass-through funding for twenty-five percent of the purchase price of the replacement vehicle.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,500.00**

Other basis for payment: **As invoiced in one lump payment**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**As Part of the State Clean Diesel Grant Program, the Division provide funding to the City of Reno Via an interlocal contract agreement to replace, under early attrition, one diesel powered vehicle. The replacement of these older pieces of equipment with undated, less heavily emitting equipment will result in air quality benefits**

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

**N/A**

9. Were quotes or proposals solicited? **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?

**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	ahanso1	10/16/2017 11:54:02 AM
Division Approval	ddragon1	11/03/2017 16:28:42 PM
Department Approval	jkinde1	11/06/2017 07:49:29 AM
Contract Manager Approval	ssimpso2	11/06/2017 07:51:08 AM
Budget Analyst Approval	cpalme2	11/09/2017 16:13:00 PM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **19433**

Agency Name:	<b>DEPARTMENT OF MOTOR VEHICLES</b>	Legal Entity Name:	i-Sight by CUSTOMER EXPRESSIONS CORP
Agency Code:	<b>810</b>	Contractor Name:	<b>i-Sight by CUSTOMER EXPRESSIONS CORP</b>
Appropriation Unit:	<b>4740-26</b>	Address:	<b>2255 CARLING AVE STE 500 OTTAWA ON K2B 7Z5 CANADA, CD K2B 7Z5</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>CANADA, CD K2B 7Z5</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Jakub Ficner 613/244-5111
		Vendor No.:	
		NV Business ID:	NV20141201221

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 %	<b>X</b>	Fees	<b>35.00 % Emission Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
<b>X</b> Highway Funds	<b>65.00 %</b>		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2017**

Anticipated BOE meeting date 11/2017

Retroactive? **Yes**

If "Yes", please explain

**Negotiations took longer than expected. The contract costs are charged annually on a fiscal year basis and historically paid through an internal purchase order; therefore this contract would be retroactive to July 1, 2017 as FY18 fees have already been satisfied.**

3. Termination Date: **06/30/2019**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Hosting/User Fees**

5. Purpose of contract:

**This is a new contract to provide ongoing system hosting, user access fees, and necessary maintenance; to include data storage and disaster recovery (backup) for the hosted Case Management System application and related data for the Compliance Enforcement Division and Motor Vehicle Pollution Control Division.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$42,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

This contract is for the ongoing system hosting and access user fees for the Case Management System utilized by Compliance Enforcement Division and Motor Vehicle Pollution Control Division.

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

There are no State employees available to provide this service.

9. Were quotes or proposals solicited? **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 Case Management System was originally purchased through State Purchasing on PO PC0830000060845. This contract is to cover the hosting and user access fees associated with the system.

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:

DMV contracted in FY14 when the case management system was initially purchased for the required services to include business process analysis, system configuration, training and data migration. Services found to be 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:

Other

**Non-Title 7 NV 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)?

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:

Marisa Hinton, Supervisory Compliance Investigator Ph: 775-486-8690

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vleigh	11/08/2017 09:36:03 AM
Division Approval	vleigh	11/08/2017 09:36:06 AM
Department Approval	cmunoz	11/08/2017 09:36:20 AM
Contract Manager Approval	hazevedo	11/08/2017 09:41:45 AM
Budget Analyst Approval	myoun3	11/09/2017 09:48:49 AM

555 Wright Way  
Carson City, Nevada 89711-0900  
Telephone (775) 684-4368  
www.dmv.nv.com

## MEMORANDUM

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Date: November 3, 2017

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

From: Heidi Azevedo, Contract Manager, Department of Motor Vehicles

CC: Melanie Young, Budget Analyst, Governor's Office

Subject: Request for Retroactive Contract with i-Sight by Customer Expressions Corporation

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Attached is a retroactive contract between the Department of Motor Vehicles (DMV) and i-Sight by Customer Expressions (i-Sight). The purpose of this contract is for ongoing system hosting, user access fees, and necessary maintenance including data storage and disaster recovery (backup) for related Case Management data for the DMV Compliance Enforcement Division (CED).

During Fiscal Year 2014, DMV purchased 50 user licenses and annual software license, which required software setup/configuration, business analysis/process mapping, and historical data migration. The 50 user licenses and annual software license was placed on purchase order (PO) #PC08300000060845 processed through State Purchasing. A contract was executed for on-site services that could not be placed on the PO. Since on-going costs were only for user license renewals and software maintenance, the contract term only consisted of a couple of months as there would be no future on-site visits. DMV is currently going through a System Modernization project and it was determined this item will be handled in-house. i-Sight will be required to come on-site during the conversion process. Due to the requirement of a contract for the conversion process, it was discovered during recent meetings and discussions, a contract should be executed since CED's data resides on i-Sight's system.

DMV contacted State Purchasing to request guidance on the situation. State Purchasing instructed DMV to enter into a contract with i-Sight for the services they are currently providing. We began working with the vendor in May 2017, but the negotiations took longer than expected. i-Sight invoices DMV annually on a fiscal year basis. Since they house our data, we could not allow the annual payment to lapse which begins July 1, 2017. As a result, the DMV is requesting that this contract be considered retroactive approval starting July 1, 2017.

Once this contract has been executed, State Purchasing has instructed us to complete and submit a Solicitation Waiver in order to amend this contract for the conversion process.

This memorandum is submitted pursuant to SAM 0324, Section 7. Your consideration in approval of this request is greatly appreciated. If you have any questions or concerns, please do not hesitate to contact me at 775-684-4504 or hazevedo@dmv.nv.gov

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **19331**

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>Terry Gomes 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>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 %
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 #: **3118-20-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/25/2017**

Anticipated BOE meeting date **10/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **1 year and 340 days**

4. Type of contract: **Contract**

Contract description: **Canyon Elec-Handyman**

5. Purpose of contract:

**This is a new contract to provide on-going Handyman services for Business Enterprise of Nevada facilities located in southern Nevada, as needed.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,500.00**

Other basis for payment: Standard: (M-F) 7:00am-5:00pm \$37.50 service fee and \$37.50 per half hr.; Weekend/After Hours: \$56.25 service fee and \$56.25 per half hr.; Holiday Hours: \$75.00 service fee and \$75.00 per half hr.; \$50 service fee to Hoover Dam; Hoover Dam parking costs reimbursed upon receipt of original receipts; Parts/Materials: reimbursed at itemized invoice cost + 20%.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Business Enterprises of Nevada program sites have on-going needs of general-purpose construction services and repairs in order to maintain the sites without interruptions of services to the public and building staff.

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

State employees do not possess the expertise or licensing or tools to undertake general purpose construction services and repairs.

9. Were quotes or proposals solicited? **Yes**

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

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

Trident Construction  
Advanced Pro Restoration  
Canyon Electric

b. Solicitation Waiver: **Not Applicable**

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

Lowest Cost

d. Last bid date: 08/23/2017 Anticipated re-bid date: 07/01/2021

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:

Vendor has provided satisfactory services to Rehabilitation since 2015.

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, BSO II Ph: 702-486-2960

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmcentee	10/18/2017 10:52:04 AM
Division Approval	jmcentee	10/18/2017 10:52:06 AM
Department Approval	jmcentee	10/18/2017 10:52:09 AM
Contract Manager Approval	dohl0	10/18/2017 14:12:31 PM
Budget Analyst Approval	tgreenam	10/25/2017 15:46:00 PM



### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **17905** Amendment Number: **1**

Agency Name: **DETR - REHABILITATION DIVISION** Legal Entity Name: **ROYAL REFRIGERATION INC**

Agency Code: **901** Contractor Name: **ROYAL REFRIGERATION INC**

Appropriation Unit: **3253-10** Address: **5150 S ARVILLE ST**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89118-1539**

If "No" please explain: Not Applicable Contact/Phone: **702/645-3000**

Vendor No.: **PUR0005227**

NV Business ID: **NV19981376704**

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 % Business Enterprise Set-Aside</b>

Agency Reference #: 2071-18-BEN

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/29/2016**

Anticipated BOE meeting date 11/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **03/31/2018**

Contract term: **3 years and 276 days**

4. Type of contract: **Contract**

Contract description: **Refrig Svc - South**

5. Purpose of contract:

**This the first amendment to the contract which continues ongoing maintenance and repair services of commercial refrigerators and refrigeration units, chillers, freezers, ice makers, reach-ins, and display units at all southern Nevada Business Enterprise of Nevada locations. This amendment extends the termination date from March 31, 2018 to March 31, 2020 and increases the maximum amount from \$24,500 to \$49,500 due to continued need for these services.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$24,500.00	\$24,500.00	\$24,500.00	Yes - Info
2. Amount of current amendment (#1):	\$25,000.00	\$25,000.00	\$49,500.00	Yes - Info
3. New maximum contract amount:	\$49,500.00			
and/or the termination date of the original contract has changed to:	03/31/2020			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Business Enterprises of Nevada program has a substantial inventory of equipment at various locations that need on-going maintenance.

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

This work requires specialization in commercial refrigeration and chiller units. State employees do not have the time or the specialized expertise 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):

Chill Rite  
Ontario Refrigeration  
Royal Refrigeration

b. Solicitation Waiver: **Not Applicable**

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

A solicitation was executed by Rehabilitation Division-Bureau of Services to the Blind and Visually Impaired-Business Enterprises of Nevada at the time of the original contract. Three (3) vendors were solicited. The contract was awarded to this vendor because of being the lowest cost.

d. Last bid date: 05/12/2016 Anticipated re-bid date: 02/01/2020

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 satisfactory performance since November 2012 for the Department of Employment, Training and Rehabilitation - Rehabilitation Division.

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

bmartin7

10/17/2017 14:32:11 PM

Division Approval	dohl0	10/20/2017 11:50:50 AM
Department Approval	dohl0	10/20/2017 11:50:56 AM
Contract Manager Approval	dohl0	10/20/2017 11:51:23 AM
Budget Analyst Approval	tgreenam	10/31/2017 07:38:07 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: **19419**

Agency Name: <b>BDC LICENSING BOARDS &amp; COMMISSIONS</b>	Legal Entity Name: <b>Coulson and Associates, LTD.</b>
Agency Code: <b>BDC</b>	Contractor Name: <b>Coulson and Associates, LTD.</b>
Appropriation Unit: <b>B029 - All Categories</b>	Address: <b>6170 Ridgeview Court, Suite D</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89519</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Michael Coulson, CPA 775.825.4444</b>
	Vendor No.:
	NV Business ID: <b>NV20001490534</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 %	<b>X</b>	Fees	<b>100.00 % Professional 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 **11/01/2017**

Anticipated BOE meeting date 11/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2018**

Contract term: **1 year and 60 days**

4. Type of contract: **Contract**

Contract description: **Agency Audit**

5. Purpose of contract:

**This is a new contract for the Board's required fiscal audits for FY 17 and FY 18.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00**

Payment for services will be made at the rate of \$5,000.00 per Fiscal yr. audit-2017 & 2018

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Board is required, pursuant to NRS 218G, to participate in an annual agency audit.

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

Our office does not have any staff who are authorized to conduct this audit, as described in NRS 218G.

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?

Exempt, pursuant to NRS 333.150

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	frakesk	10/25/2017 15:53:48 PM
Division Approval	frakesk	10/25/2017 15:53:54 PM
Department Approval	frakesk	10/25/2017 15:54:00 PM
Contract Manager Approval	frakesk	10/25/2017 15:54:07 PM
Budget Analyst Approval	lfree1	10/26/2017 09:25:39 AM

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Paul Nicks  
Deputy Director

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

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

Date: November 1, 2017

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

From: Lynnette Aaron, Executive Branch Budget Officer  
Budget Division

Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

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

**COMPACT WITH WASHOE TRIBE OF NEVADA AND CALIFORNIA  
GOVERNING CLASS III GAMING**

Agenda Item Write-up:

Pursuant to Public Law 100-497, the Indian Gaming Regulatory Act, codified at 25 U.S.C. §§ 2701-2721 and 18 U.S.C. §§ 1166-1168, a first amendment has been made to the compact between the Washoe Tribe of Nevada and California and the State of Nevada. The amendment terminates the Slots Only Compact which was approved in May 2004 and replaces it with the language of the amended compact.

Additional Information:

The original compact agreement was signed in 2004, and may be extended for agreed upon periods up to 20 years upon written mutual consent of the parties.

Statutory Authority:

REVIEWED: _____ INFO ITEM: _____
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**FIRST AMENDED COMPACT BETWEEN  
THE WASHOE TRIBE OF NEVADA AND CALIFORNIA  
AND THE STATE OF NEVADA**

Return to:  
Melissa Mendoza  
Legal Office Manager  
Gaming Division  
Attorney General's Office  
5420 Kietzke Lane, Suite 202  
Reno, Nevada 89511  
775-687-2100

**FIRST AMENDED COMPACT BETWEEN  
THE WASHOE TRIBE OF NEVADA AND CALIFORNIA  
AND THE STATE OF NEVADA**

**AUTHORITY**

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This First Amended Compact (“Compact”) is made by and between the WASHOE TRIBE OF NEVADA AND CALIFORNIA (“Tribe”) and the STATE OF NEVADA (“State”), pursuant to Public Law 100-497, the Indian Gaming Regulatory Act (“IGRA”), codified at 25 U.S.C. § 2701 et seq. and 18 U.S.C. § 1166 et seq. The Tribe has authority under Article VI, Section 1(a) of its Constitution and By-laws to enter into this Compact and the duly enacted Tribal Resolution attached hereto (“Appendix A”). The State is authorized to enter into this Compact by 25 U.S.C. § 2710(d)(3)(B) and the provisions of the Nevada Revised Statutes (“NRS”) §§ 277.080 to 277.180.

**PURPOSE**

It is the purpose of this Compact to promote the sound regulation of all Class III Gaming on the Tribe’s Indian Lands, in order to protect the public interest and the integrity of such Class III Gaming, to prevent improper or unlawful conduct in the course of conducting such Class III Gaming, and to promote tribal economic development, self-sufficiency and strong tribal government.

**RECITALS**

WHEREAS, the Tribe and the State are separate sovereigns, and each recognizes and respects the laws and authority of the other sovereign; and

WHEREAS, the Congress of the United States has enacted IGRA, which requires that a Tribal-State compact be negotiated and agreed to between the



Tribe and State before a Tribe may lawfully conduct Class III Gaming on its Indian Lands; and

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WHEREAS, the Tribe enacted and the Chairman of the National Indian Gaming Commission (“NIGC”) approved, pursuant to 25 U.S.C. § 2710(d)(2), an amended ordinance authorizing Class III Gaming within the Tribe’s Indian Lands (“Appendix B”); and

WHEREAS, the Tribe and the State entered into a Tribal-State compact (“Slots Only Compact”) regulating Class III Gaming on the Tribe’s Indian Lands, and such compact was deemed approved by the United States Secretary of the Interior on May 6, 2004, with an effective date of July 16, 2004; and

WHEREAS, the State permits and regulates gaming, inclusive of Class III Gaming, pursuant to and in accordance with the Nevada Gaming Control Act and the regulations of the Nevada Gaming Commission (“Commission”); and

WHEREAS, the Tribe and the State have negotiated the terms and conditions of this Compact to provide a regulatory framework for the operation of Class III Gaming on the Tribe’s Indian Lands such that the Tribe shall be afforded the opportunity to offer, or permit others to offer, all forms of Class III Gaming, which may otherwise be conducted in the State subject to the statutory and regulatory requirements of the State and the terms of this Compact; and

WHEREAS, when conducting gaming, as defined in NRS 463.0155, off of the Tribe’s Indian Lands (“Non-Indian Lands Gaming”), the Tribe may apply for a restricted or nonrestricted gaming license, as applicable, and, if granted a gaming license, expose games pursuant to and in accordance with the Nevada

Gaming Control Act and regulations of the Commission as any other similarly situated licensee; and

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WHEREAS, upon the effective date of this Compact, the Tribe and the State intend to terminate the Slots Only Compact deemed approved by the United States Secretary of the Interior on May 6, 2004 in its entirety, pursuant to paragraph XI(3) of the Slots Only Compact, and replace it with this Compact, the terms, conditions and requirements of which are set forth herein;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties agree as follows:

**ARTICLE I**  
**DEFINITIONS**

1. The terms "Act" and "IGRA" mean the Indian Gaming Regulatory Act, Public Law 100-497, 25 U.S.C. § 2701 et seq. and 18 U.S.C. § 1166 et seq.
2. The term "Applicant" means any Person who applies for any license or approval from the State pursuant to this Compact.
3. The term "Associated Equipment" means any equipment or mechanical, electro-mechanical or electronic contrivance, component or machine used remotely or directly in connection with Class III Gaming including mobile gaming, any game, race book or sports pool that would not otherwise be classified as a Gaming Device, including dice, playing cards, links which connect to progressive slot machines, equipment which affects the proper reporting of gross revenue, computerized systems of betting at a race book or sports pool, computerized systems for monitoring slot machines and devices for weighing or counting money.

4. The term "Board" means the Nevada Gaming Control Board.

5. The term "Chairman" means the Chairman of the Board or his designee unless otherwise specified.

6. The term "Class I Gaming" means all forms of gaming defined as Class I Gaming in 25 U.S.C. § 2703(6), which are under the sole jurisdiction of the Tribe and are not subject to this Compact.

7. The term "Class II Gaming" means all forms of gaming defined as Class II Gaming in 25 U.S.C. § 2703(7), which are under the sole jurisdiction of the Tribe and the National Indian Gaming Commission, and are not subject to this Compact.

8. The term "Class III Gaming" means all forms of gaming defined as Class III Gaming in 25 U.S.C. § 2703(8) and 25 C.F.R. § 502.4, but limited to the extent and in the manner, and under such terms and conditions, that such gaming activity could lawfully be conducted off the reservation under the laws of the State, including the regulations of the Commission, as they may now exist or may from time-to-time be amended. The terms "game," "gaming," "gaming activity," and "gaming operation," as they may appear herein, are synonymous for and refer to Class III Gaming only, unless otherwise expressly noted.

9. The term "Class III Slot Machine" has the same meaning as defined in NRS 463.0191. "Class III Slot Machine" specifically includes electronic or electromechanical facsimiles of any game of chance authorized under the Nevada Gaming Control Act and regulations of the Commission. In addition, if at any time the State of Nevada broadens its definition of "slot machine" to include

additional Class III devices, then such devices shall also be “Class III Slot Machines” within the meaning of this Compact.

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~~10. The term “Commission” means the Nevada Gaming Commission.~~

11. The term “Compact” means this First Amended Compact between the Washoe Tribe of Nevada and California and the State of Nevada.

12. The term “Gaming” means such Class III Gaming permitted under Nevada State law. The term “Gaming” does not include Class I or Class II Gaming.

13. The term “Gaming Device” has the same meaning as defined in NRS 463.0155 and includes “Class III Slot Machine” but does not include devices used in Class I or Class II Gaming.

14. The term “Gaming Employee” has the same meaning as defined in NRS 463.0157 to the extent the Person is connected directly with the operation of a Nonrestricted Tribal Gaming Establishment.

15. The terms “Group I” and “Group II” mean a gaming operation, owned, operated or licensed by the Tribe that is comparable in gross revenue to the amounts set forth in Nevada Gaming Commission Regulations 6.010(5) and (6), respectively, as they may be amended from time-to-time for increases in the consumer price index as required by NRS 463.159.

16. The term “Indian Lands” means (a) all lands within the limits of any Indian reservation; and (b) any lands title to which is either held in trust by the United States for the benefit of any Indian tribe or individual or held by any Indian tribe or individual subject to restriction by the United States against alienation and over which an Indian tribe exercises governmental power. For the purposes

of this Compact only, the Tribe's "Indian Lands" also includes all lands within the exterior boundaries of the Washoe Reservation, and any additional lands made part of the Washoe Reservation in the future, so long as such lands are contiguous to the current Washoe Reservation. In addition to the Washoe Reservation lands, the Tribe's Indian Lands also include any noncontiguous lands, located within the State, acquired and placed in trust by the United States Secretary of the Interior for the benefit of the Tribe, but only if the Governor of Nevada concurs that Class III Gaming may be conducted on such newly acquired lands.

17. The term "Internet Gaming," also known as interactive gaming, has the same meaning as defined in NRS 463.016425.

18. The term "Net Revenues" is defined in IGRA at 25 U.S.C. § 2703(9) and 25 C.F.R. § 502.16 as "gross revenue of an Indian gaming activity less amounts paid out as, or paid for, prizes and total operating expenses, excluding management fees."

19. The term "Nevada Key Employee" means:

(a) Any employee or agent of a Tribal Gaming Operation having management responsibility for the Tribal Gaming Operation;

(b) Any Person who has the authority:

(i) To hire and fire employees of a Tribal Gaming Operation;

or

(ii) To set up working policy or procedures for the Tribal Gaming Operation;

(c) The chief financial officer of the Tribal Gaming Operation or other Person who has financial management responsibility with respect to the Tribal Gaming Operation;

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(d) Any Person holding the position of an officer or director (or having like responsibilities regardless of their title), or any other Person, individual, or entity that would be subject to mandatory or discretionary licensing, registration, finding of suitability or approval under the Nevada Gaming Control Act or regulations of the Commission as they currently exist or may be amended; or

(e) Any primary management official as defined pursuant to 25 C.F.R. § 502.19.

This definition excludes Persons who are State-licensed slot route operators. In addition, the term "Nevada Key Employee," as defined herein, is not meant to modify or replace the term "key employee," as defined pursuant to 25 C.F.R. §502.14.

20. The term "Non-Indian Lands Gaming" means gaming, as that term is defined pursuant to NRS 463.0153, conducted by the Tribe on land in Nevada that is not Indian Lands.

21. The term "Nonrestricted" means an operation consisting of sixteen (16) or more Class III Slot Machines; or an operation consisting of any number of Class III Slot Machines together with any other Class III Game, or race book or sports pool at one establishment.

22. The term "Person" has the same meaning as defined in NRS 0.039.

23. The term "Premises" means a structure or facility that is clearly defined by permanently installed walls that extend from floor to ceiling and that has a public-external-entrance, leading to a street or other area, which entrance is not shared with another premises.

24. The terms "Regulate" or "Regulatory Authority" mean the power to control through statute, ordinance, administrative rule, guideline, or administrative procedures and/or to license and impose taxes, fees, assessments and penalties insofar as is consistent with IGRA.

25. The term "Restricted" means an operation consisting of not more than 15 Class III Slot Machines only and no other Class III Gaming in a Tribal Gaming Establishment wherein the operation of machines is incidental to the primary business. Fifteen (15) machines is the maximum number which may be operated under this type of operation.

26. The term "State" means the State of Nevada and its authorized officials, agents, and representatives.

27. The term "Tribal Gaming Agency" means the Washoe Tribal Gaming Commission as organized under Title 21 of the Law and Order Code of the Washoe Tribe, as amended from time-to-time.

28. The term "Tribal Gaming Establishment" means the Premises wherein or whereon any Class III Gaming is conducted within the Tribe's Indian Lands.

29. The term "Tribal Gaming Operation" means any Class III Gaming operation owned, operated or licensed by the Tribe within the Tribe's Indian Lands.

30. The term "Tribal Member" means a Person who is an enrolled member of the Tribe.

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31. The term "Tribe" means the Washoe Tribe of Nevada and California, including any agency, organization, subdivision, or corporate entity of the Tribe, and the officials, officers, employees and agents thereof.

32. The term "Washoe Reservation" means the Tribe's Indian Lands shown on the map attached hereto as "Appendix C."

## **ARTICLE II** **TERM**

This Compact shall become effective upon publication of notice of the approval of this Compact by the United States Secretary of the Interior in the Federal Register, and shall remain in effect: a) for a period of twenty (20) years, measured from the effective date of this Compact; b) until terminated by mutual written agreement pursuant to Article XIII(2); or c) until the date immediately following one hundred twenty (120) consecutive days without any Class III Gaming occurring within the Tribe's Indian Lands.

## **ARTICLE III** **AUTHORIZED CLASS III GAMING**

The Tribe shall comply with, or ensure compliance with, the following:

1. **Lawful Class III Gaming.** Subject to the terms, conditions, and limitations imposed by this Compact, the Tribe may license or operate all forms of Class III Gaming within its Indian Lands which may otherwise be conducted in the State, but only to the extent, in the manner and under such terms and conditions as such Class III Gaming could be lawfully operated or conducted elsewhere in the State if approved by the Board and Commission under the laws



of the State, including the regulations of the Commission as they now exist or may from time-to-time be amended. When conducting gaming, as defined in ~~NRS 463.0155, on Non-Indian Lands,~~ the Tribe may apply for a restricted or nonrestricted license, as applicable, and, if granted a license, conduct such gaming in the same manner as any other similarly situated licensee.

2. **Nonrestricted Locations.** The Class III Gaming offered, the number of Gaming Devices, bet limits and prize limits (if any) offered in a Nonrestricted Tribal Gaming Operation shall be determined by the Tribe, but only to the extent, in the manner, and under such terms and conditions as such Class III Gaming could be lawfully operated or conducted elsewhere in the State if approved by the Board and Commission under the laws of the State, including the regulations of the Commission as they now exist or may from time-to-time be amended.

3. **Restricted Locations.** Restricted Tribal Gaming Operations shall be operated in the same manner, and under such terms and conditions as such Restricted operations could be lawfully operated or conducted elsewhere in the State if approved by the Board and Commission under the laws of the State, including the regulations of the Commission as they now exist or may from time-to-time be amended.

4. **Inter-State and Intra-State Sports Betting.** Accepting wagers from a location outside the State on sporting events or activities (also known as inter-state sports wagering) is illegal under federal law as well as the laws of the State and shall not be allowed under this Compact, unless such activities become permissible under State and federal law. To the extent it is a permissible form of gaming under State law, Class III Gaming includes, and the Tribe may license or

operate, the conduct of intra-state sports betting originating from its Indian Lands, which may include the use of telecommunication facilities and the taking of intra-state wagers by telephone, internet and other similar means, but only to the extent, in the manner, and under such terms and conditions that such form of Class III Gaming could be lawfully operated or conducted elsewhere in the State if approved by the Board and Commission under the laws of the State, including the regulations of the Commission as they now exist or may from time-to-time be amended.

**5. Internet Gaming.** To the extent it is a permissible form of gaming under State law, Class III Gaming includes, and the Tribe may operate or permit another Person or entity to operate, Internet Gaming subject to the following:

(a) At such time when the Tribe intends to operate, or permit any other Person or entity to operate, any form of Internet Gaming, the Tribe shall give written notice to the Board of such intent, which must include a description of how Tribal Internet Gaming will occur and be regulated;

(b) No Tribal Internet Gaming shall occur until the Board Chairman provides the Tribe with his or her written consent to commence Internet Gaming based on his or her review of the Tribe's written notice, which shall not be unreasonably withheld; and

(c) The Tribe will license, operate and/or regulate other Person's or entity's operation of Internet Gaming in the same manner, and under such terms and conditions that Internet Gaming could be lawfully operated and conducted elsewhere in the State if approved by the Board and

Commission under the laws of the State, including the regulations of the Commission as they now exist or may from time-to-time be amended.

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**ARTICLE IV**  
**STANDARDS FOR CLASS III GAMING**

1. The Tribe shall ensure that all Class III Gaming offered for play within the Tribe's Indian Lands has been approved by the State pursuant to State law and meets all standards established by the State for non-tribal Gaming, including but not limited to the hold percentages.

2. The Tribe shall ensure that any and all Gaming Devices authorized by this Compact are acquired from a distributor of such devices licensed for such activity by the State. The Tribe further agrees that any sale, transfer or other disposition of such Gaming Devices will only be permitted through a State licensed distributor.

3. The Tribe shall adopt, implement and thereafter maintain, regulatory monitoring procedures for Class III Gaming which are substantially consistent with or superior to the regulatory monitoring procedures adopted and implemented by the Board. In accordance with Article XII, Paragraph 4 of this Compact, the Tribe shall provide reports demonstrating implementation of this monitoring program to the Board on an annual basis.

4. Should the Tribe seek to deploy or permit a new form of Class III Gaming, the Tribe agrees that the testing and approval by the State will be a condition precedent to the exposure of the new form of Class III Gaming for play.

5. The Tribe shall ensure that all Associated Equipment used in conjunction with Class III Gaming shall be approved by the State and will meet

the standards established by the State; however, such approval or standards may be waived by the Chairman. The State agrees to provide the Tribe informational materials specifying the standards to be met with regard to such Associated Equipment. Should the Tribe wish to utilize a new type of Associated Equipment used in conjunction with Class III Gaming which has not previously been approved, the Tribe agrees that the testing and approval by the Board or waiver by the Chairman is a condition precedent to the use of the Associated Equipment.

6. The Tribe shall ensure that each Tribal Gaming Operation complies with all State surveillance standards applicable to the comparable casino category based on gross gaming revenue and/or number or type of games offered at a Non-Tribal Gaming Operation. The Tribe shall further ensure compliance with any changes to the State's surveillance standards.

7. To ensure that the suitability of those involved in Class III Gaming is consistent with Non-Tribal Gaming Operations, the Tribe agrees that any Person or entity, including the Tribe, operating or having any ownership interest in a Tribal Gaming Operation shall be required to comply with all federal laws and regulations pertaining to controlled substances.

**ARTICLE V**  
**STATE ACCESS TO TRIBAL GAMING ESTABLISHMENTS LOCATED**  
**WITHIN THE TRIBE'S INDIAN LANDS**

1. Upon not less than twenty-four (24) hours prior notice to and coordination with the Tribal Gaming Agency, including providing an opportunity for a designee of the Tribal Gaming Agency to accompany them, the agents or employees of the Board may, at reasonable times and for reasonable durations,

enter any Tribal Gaming Operation to inspect all Class III Gaming conducted therein, including all Gaming Devices and Associated Equipment as well as to investigate, determine, and audit whether each of the terms, conditions, provisions, and limitations of this Compact have been, and continue to be, complied with by the Tribe and any Person or entity conducting Class III Gaming. Investigative and auditing activities by Board agents or employees are limited solely to the Class III Gaming conducted by the Tribe or any Person or entity conducting such Class III Gaming. The Tribe agrees not to restrict access by such agents or employees. Once State agents or employees arrive at the Tribal Gaming Operation, they shall immediately notify the managerial employee of the Tribal Gaming Operation. Furthermore, such agents or employees shall enter such Tribal Gaming Establishment only to the extent necessary to fulfill their legitimate functions as set forth herein. Such Board agents or employees shall not discriminate against the Tribe by intruding either more frequently or more intensively upon Tribal Gaming Operations than they would upon similarly situated non-Tribal Gaming Operations. Furthermore, such agents and employees shall not, through use of the inspection authority under this paragraph, enter upon any Tribal Gaming Operation for purposes, nor shall they conduct any activity, other than those specifically indicated in this paragraph.

**ARTICLE VI**  
**MANUFACTURE OF GAMING TOKENS AND CHIPS**

The Tribe may manufacture or otherwise obtain, or authorize any Person or entity licensed by the Tribe to manufacture or otherwise obtain, its own gaming tokens and chips to be used in Class III Gaming subject to the following:

1. The Gaming tokens and chips shall meet the standards and specifications set forth by the State and be approved by the Board prior to any use;

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2. The Tribe expressly agrees to ensure that any Gaming tokens or chips that are presented for redemption by any lawful holder of such tokens or chips are redeemed for face value in United States Dollars; and

3. The Tribe expressly agrees to ensure that all Tribal Gaming Operations comply with Commission Regulations 12.060 and 12.080 regarding gaming tokens or chips.

## **ARTICLE VII** **JURISDICTION**

1. **Tribal Jurisdiction.** The Tribe shall have exclusive jurisdiction, subject to any jurisdiction the United States may concurrently exercise, to regulate Tribal Gaming Operations, except the State shall have such concurrent jurisdiction as is agreed to herein. Prosecution for violations of the Tribe's laws or violations of federal laws pertaining to Class III Gaming on the Tribe's Indian Lands shall be pursued in Tribal or federal court, whichever is the appropriate forum. In the case of Non-Indian violators, the Tribe shall either take civil action to stop the violation or request the United States Attorney to take criminal action against the violation in federal court. In the event the United States declines prosecution, the Tribe may request and the State, at the State's discretion, may prosecute any non-Indians for violations of State gaming law, which shall include, without limitation, violations under Chapter 462 through 465 and § 205.060 of the NRS.

2. **State Jurisdiction.** The State agrees that its jurisdiction over Class III Gaming occurring on the Tribe's Indian Lands and individuals or entities involved therewith is limited to the jurisdiction over Class III Gaming provided for in this Compact. In acknowledgement of the State's limited jurisdiction or involvement therein, the parties agree as follows:

(a) The Tribe shall not represent or imply in any format, oral, written or otherwise, that Tribal Gaming Operations are regulated by the State, the Board, or the Commission, except to the extent any such regulation is agreed to under this Compact.

(b) That signs containing the following language shall be prominently displayed at all public entrances to Tribal Gaming Establishments:

**NOTICE**

**THIS FACILITY IS REGULATED BY THE WASHOE TRIBE OF NEVADA AND CALIFORNIA AND IS OPERATED IN ACCORDANCE WITH A COMPACT NEGOTIATED BETWEEN THE TRIBE AND THE STATE OF NEVADA, WHICH HAS BEEN APPROVED BY THE UNITED STATES SECRETARY OF THE INTERIOR. UNDER THE COMPACT, THE TRIBE (NOT THE STATE) LICENSES THIS FACILITY. HOWEVER, ALL CLASS III SLOT MACHINES, GAMING DEVICES AND TABLE GAMES ARE APPROVED BY THE STATE AND MEET ESTABLISHED STATE STANDARDS.**

**ARTICLE VIII**  
**TAXATION**

All of the Tribe's Net Revenues received from Class III Gaming conducted on the Tribe's Indian Lands shall be used for the public purposes specified by IGRA, which are: a) to fund tribal government operations or programs; b) to provide for the general welfare of the Indian Tribe and its members; c) to promote

tribal economic development; d) to donate to charitable organizations; and e) to help fund operations of local government agencies.

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~~If at any time any Person or entity other than the Tribe acquires any~~  
interest with respect to Net Revenues from Class III Gaming, the Tribe shall adopt a scheme of taxation with respect to such Person or entity that is at least as stringent as the State's system of gaming taxation, as it now exists or is hereafter amended and impose such system of taxation on such Person or entity. The State shall have no taxing jurisdiction over any aspect of Class III Gaming located on the Tribe's Indian Lands.

#### **ARTICLE IX** **STATE SERVICES**

1. The Tribe may request from the Board that it inspect any particular form of Class III Gaming or Associated Equipment to address a concern of the Tribal Gaming Operation or a public complaint to the Tribal Gaming Agency. However, the Board shall not have an affirmative duty or obligation to provide the assistance requested. If the Tribe requests such an inspection from the Board and the Board's agents determine that a particular form of Class III Gaming or Associated Equipment is mechanically defective or otherwise should not be exposed for play, then the Tribe shall ensure that it is sealed until repaired or the problem is otherwise resolved to the satisfaction of the Board and the Tribe. The Tribe agrees to reimburse the State for such services in accordance with the agreed upon fee schedule ("Appendix D"). Such fees shall be subject to change from time-to-time to reflect changes in costs, but the Tribe shall not be charged fees higher than similarly situated Non-Tribal Gaming Operations.



2. To the extent permitted by applicable State and Tribal law, the Tribe may contract with the State, through an interlocal agreement, to provide ~~additional services related to the regulation of Class III Gaming by the Tribe.~~

Areas of potential contractual assistance include, but are not limited to, providing consulting services on technical issues related to Class III Gaming Devices or Associated Equipment.

#### **ARTICLE X** **EMPLOYEE APPROVAL STANDARDS**

It is expressly agreed by the parties that the requirements and standards provided in IGRA and the regulations of the National Indian Gaming Commission for licensing and background checks shall be adhered to as minimum standards.

1. Any Person or entity responsible for the operation or management of any Class III Gaming permitted under this Compact shall be required to submit to a background check and meet any and all requirements as set forth in Title 21 of the Tribe's Law and Order Code.

2. The Tribe agrees that all Tribal Gaming Operations shall not hire or retain, either as a Nevada Key Employee, or as a Gaming Employee, any Person or entity who is determined by the Board or Commission to be unsuitable to hold or retain a Nevada Key Employee license, or a Gaming Employee registration from the State, respectively, for employment in a similarly situated non-Tribal Gaming Operation. In furtherance of the preceding:

(a) The Tribe agrees that the State shall have concurrent jurisdiction over Nevada Key Employees as set forth herein. In addition to any requirements otherwise imposed by the Tribe, the Tribe shall require

that all Tribal Gaming Operations submit the names of Nevada Key Employees within thirty (30) days of occupying the Nevada Key Employee position, to the Tribal Gaming Agency, which shall, within five (5) business days, provide them to the Board, which shall, at its discretion, determine whether a Nevada Key Employee license is required. If required, the Tribe shall ensure that the Nevada Key Employee submits to the Board an application for licensing as a Nevada Key Employee within thirty (30) days after receipt of the Board's determination. All applications shall be processed by the Board just as any Non-Tribal Gaming Operation Nevada Key Employee applications are processed, including payment of application fees, pre-payment of investigative fees, depth of investigation, and appearance before the Board and Commission, if required. A determination of suitability shall be made by the Board and Commission in accordance with the suitability standards set forth in NRS chapter 463 and the regulations of the Commission applicable to similarly situated non-Tribal Gaming Operation Nevada Key Employees. The Tribe agrees that State licensed Nevada Key Employees shall have a continuing obligation to meet the suitability standards necessary to hold a Nevada Key Employee license and are subject to the Board's and Commission's jurisdiction for purposes of disciplinary action. In the event a Nevada Key Employee applicant is denied a Nevada Key Employee license or in the event a Nevada Key Employee license is subsequently revoked by the Commission, the Tribe shall ensure that such Nevada Key Employee is not hired or retained by any Tribal Gaming Operation.

(b) The Tribe agrees that the State shall have concurrent jurisdiction over Gaming Employees as set forth herein. In addition to any requirements otherwise imposed by the Tribe, the Tribe agrees that Gaming Employees working at any Tribal Gaming Operation shall be subject to the provisions of NRS 463.335 - .337 and the Tribe shall ensure compliance with such provisions by Gaming Employees and Tribal Gaming Operations. If, in accordance with the provisions of NRS 463.335, the Board objects to or suspends a Gaming Employee registration, the Tribe agrees that such Gaming Employee shall not be allowed to work as a Gaming Employee at any Tribal Gaming Operation subject to any hearing and review as provided for in NRS 463.335 and subject to the Tribe's rights as further described in subpart (c) below.

(c) The Tribe shall have the right to participate in Nevada Key Employee and Gaming Employee suitability determination processes, including the right to present evidence, witnesses, and arguments, either in support of or in opposition to the Board's suitability determination. In determining whether a determination of suitability is necessary or whether a Person or entity would be unsuitable for a Nevada Key Employee license or Gaming Employee registration, the Board and Commission shall conduct the investigation within the same time frames and shall employ the same suitability standards as would be applicable to similarly situated Applicants in a similarly situated Non-Tribal Gaming Operation with due consideration given to the Tribe's positions taken as part of its participation in the suitability determination processes.

Notwithstanding any law or anything in this Compact to the contrary, an Applicant whose approval is denied by the Board and/or Commission has no right of judicial review of that determination. The sovereign immunity of the State, and their employees and agents, is expressly retained for such approval or denial decisions.

**ARTICLE XI**  
**REPORTING REQUIREMENTS AND INFORMATION EXCHANGE**

1. In the spirit of mutual cooperation and in recognition of the desire of both the Tribe and State to protect the integrity and reputation of Gaming within the State, the State shall furnish to the Tribe, upon its request, the following financial reports:

(a) **Monthly Gaming Revenue Report.** This is a summary of gaming revenue information for nonrestricted gaming. Each monthly report shall contain the most recent monthly, three-month, and twelve-month data. Whenever possible, slot machine data will be furnished to the Tribe by denomination, number of locations reporting, number of units, and win amount for each denomination.

(b) **Quarterly Statistical Report.** This is a general summary of the State's Gaming revenue.

(c) **Nevada Gaming Abstract.** This is an annual financial analysis of gaming operations which produce more than \$1 million in Gaming revenue per year.

(d) Any general information, statistical or financial information deemed necessary by the State and Tribe to protect the integrity of any gaming operation within the boundaries of the State.

2. For Nonrestricted Tribal Gaming Operations, the Tribe shall furnish to the State the following financial and statistical data on a monthly basis in a format agreed upon by the State and the Tribe:

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(a) For each Group I and Group II Tribal Gaming Operation, the Tribe shall submit to the Board a completed "Monthly Gross Revenue Statistical Report" (NGC-31) for each month of operation.

(b) Any monthly, quarterly, or annual financial reports developed, by any Nonrestricted Tribal Gaming Operations, from or relating to the Class III Gaming conducted on the Tribe's Indian Lands.

(c) Any statistical or financial information deemed necessary by the Tribe and State to protect the integrity of Class III Gaming on the Tribe's Indian Lands.

## **ARTICLE XII** **MISCELLANEOUS PROVISIONS**

1. **Severability.** Each provision, section, and subsection of this Compact shall stand separate and independent of every other provision, section, or subsection. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this Compact to be invalid, the remaining provisions, sections, and subsections of the Compact shall remain in full force and effect.

2. **Minors.** The Tribe agrees to prohibit any person under the age of 21 years from engaging either directly or indirectly in any Class III Gaming, or loitering in or about any area within a Tribal Gaming Establishment where Class III Gaming is operated or conducted.

3. **List of Excluded Persons.** The Tribe agrees to incorporate the State's List of Excluded Persons (aka Blackbook) into the Tribe's List of Barred Persons. ~~The State agrees to consider for inclusion in the State's List of Excluded Persons any person recommended by the Tribal Gaming Agency.~~

4. **Internal Controls.** The Tribe shall adopt, and thereafter maintain, minimum internal control standards and internal control procedures for Class III Gaming which are substantially consistent with or superior to the Minimum Internal Control Standards (MICS) and Internal Control Procedures (ICP's) adopted by the Board and Commission for nonrestricted licenses set forth in Commission regulations 6.090 and 6.100 (for Group I or II, as applicable). The minimum internal control standards and internal control procedures adopted pursuant to this Section shall be submitted to the Board within thirty (30) days of their adoption by the Tribe. It shall be a material breach of this Compact if the minimum internal control standards and internal control procedures adopted by the Tribe are not consistent with or superior to the MICS and ICP's adopted by the Board.

5. **Cash Transaction Reporting.** The Tribe hereby agrees to comply with the requirements of the Bank Secrecy Act and applicable federal regulations as they may apply.

6. **Minimum Bankroll.** Tribal Gaming Operations shall maintain cash or cash equivalents in an amount sufficient to reasonably protect patrons against defaults in gaming debts owed by the Tribal Gaming Operation. The amount of the minimum bankroll shall be calculated and reviewed in the same manner as calculated and reviewed by the Board for a Non-Tribal Gaming Operation.

**7. Audited Financial Statements.** Upon submission to the National Indian Gaming Commission pursuant to 25 C.F.R. § 571.13, the Tribe shall also submit to the Board copies of all documents required to be prepared pursuant to 25 C.F.R. § 571.12 including the comparative financial statements for each Tribal Gaming Operation and the annual audit of the comparative financial statements for each Tribal Gaming Operation prepared by an independent certified public accountant. The State shall maintain all audit and financial records obtained under this section, or any other section of this Compact, strictly confidential, and shall not disseminate them to any member of the public for any purpose, except as required by Court order or applicable federal law.

**8. Audit and Review for Compact Compliance and Compliance with the Minimum Internal Control Procedures.** The Tribe shall ensure that each Tribal Gaming Operation engages an independent accountant, licensed by the Nevada State Board of Accountancy, to perform the reviews and audits of Nonrestricted Tribal Gaming Operations, for compliance with all terms of this Compact, and the MICS and ICPs, as applicable, adopted by the Tribe, other than inspections of Gaming Devices, pursuant to procedures substantially consistent with the State review and audit procedures of non-tribal licensees, and to submit to the Tribal Gaming Agency at least two (2) copies of a written report of the compliance with the provisions of this Compact. The independent accountant shall report each event and procedure discovered by or brought to the accountant's attention that the accountant believes does not satisfy this Compact, or the MICS or ICPs, as applicable, adopted by the Tribe. Not later than one hundred fifty (150) days after the end of the Tribe's business year, the

Tribal Gaming Agency shall submit to the Board a copy of the accountant's report and any other correspondence directly relating to the Tribal Gaming Operation's statement-addressing each item of noncompliance noted by the accountant and describing the corrective measures being taken.

9. **Third Party Beneficiaries.** This Compact is not intended to and shall not be construed to create any right on the part of a third party to bring any action to enforce any of its terms.

10. **Complete Agreement.** This Compact, together with all addenda, sets forth the full and complete agreement of the parties and supersedes any prior agreements or understandings with respect to the subject matter hereof.

11. **Construction.** Neither the presence in any other Tribal-State compact of language which is not included in this Compact, nor the absence in this Compact of language which is present in another Tribal-State compact shall be a factor in construing the terms of this Compact.

12. **No Joint Enterprise.** By the execution or performance hereof, no relationship of co-partnership or joint venture or other joint enterprise shall be deemed to be now or hereafter created between the State and the Tribe.

13. **Adoption of Laws by the Tribe.** The Tribe shall enact such resolutions, ordinances, statutes, or regulations as may be necessary to carry out and effectuate the purpose and terms of this Compact.

14. **Compliance with Generally Accepted Accounting Standards.** All financial and accounting reports, records and compilations established and maintained pursuant to or under this Compact shall adhere to Generally Accepted Accounting Standards.



15. **Word Meanings.** As used herein, the singular shall include the plural and the masculine includes the feminine, and vice versa, unless the context otherwise requires.

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16. **Class I and Class II Gaming.** This Compact shall not apply to any Class I or Class II Gaming within the Tribe's Indian Lands and shall not confer upon the State any jurisdiction or any authority over such Class I or Class II Gaming conducted on the Tribe's Indian Lands. This Compact in no way restricts operation of Class II Gaming within a Tribal Gaming Establishment and any designated area where Class II Gaming is exclusively conducted within the Tribal Gaming Establishment shall not be regulated by the State.

17. **Expansion of Class III Gaming.** If, after the effective date of this Compact, the State authorizes any new Game or Gaming Device, which would be classified as Class III Gaming under IGRA, the Tribe may expose such new Game or Gaming Device under the same terms and conditions pursuant to which the State authorizes such new Game or Gaming Device.

### **ARTICLE XIII** **DEFAULT AND TERMINATION**

1. **Default.** In the event of substantial and continuing failure by one of the parties in the performance of its obligations under this Compact, the parties agree that the party alleging a default shall notify in writing the other party of such alleged default and demand a correction of such default within ninety (90) days after receipt of such written notice. If the party in default fails to remedy such default within ninety (90) days, the parties shall meet within thirty (30) days thereafter in an effort to resolve any dispute regarding the alleged default. If the dispute is not resolved to the satisfaction of the parties within thirty (30) days

after meeting, either party may pursue any lawful remedy in accordance with Article XV. Nothing herein shall preclude, limit or restrict the ability of the parties to pursue, by mutual-written-agreement, alternative methods of dispute resolution including, but not limited to, mediation or arbitration.

Without limiting in any way what constitutes a default, the failure to maintain or enforce a minimum bankroll pursuant to Article XII, Paragraph 6 of this Compact, the failure to adopt and enforce the Tribe's Minimum Internal Control Standards for Gaming pursuant to Article XII, Paragraph 4 of this Compact, or a substantial violation of Title 21 of the Tribe's Law and Order Code shall be grounds for initiating the default provisions.

2. **Termination.** The parties may jointly terminate this Compact by written instrument signed by both parties.

#### **ARTICLE XIV** **AMENDMENTS**

This Compact may be amended only with the consent of both parties and only by written instrument signed by both parties and approved by the United States Secretary of the Interior. If applicable law is amended in any way affecting the terms of this Compact, the parties agree to negotiate in good faith to amend this Compact so as to achieve the objectives provided for and to ensure compliance with all applicable laws. In the case of a change in law which would prohibit Class III Gaming authorized under this Compact, the Tribe and the State shall engage in good faith negotiations to establish a reasonable period of time during which such Class III Gaming may continue in order to enable any Tribal

Gaming Operation to receive a reasonable return on investments made in order to conduct Class III Gaming pursuant to this Compact.

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**ARTICLE XV**  
**DISPUTE RESOLUTION AND LIMITED WAIVER OF SOVEREIGN IMMUNITY**

In the event that a dispute arises under this Compact, it is agreed by the Tribe and the State that it may be resolved in a federal court of competent jurisdiction with venue in Washoe County, Nevada, and any court to which decisions of such federal court may be appealed, provided that the parties have first attempted to resolve the dispute in accordance with the informal procedures set forth within Article XIII(1). The Tribe and the State expressly consent to a limited waiver of sovereign immunity necessary to authorize either party to be sued therein, provided that such waiver of sovereign immunity is expressly limited to the following:

- (1) Disputes limited solely to issues arising under this Compact;
- (2) Available relief is limited to declaratory or injunctive relief, including claims seeking specific performance of a provision of this Compact. Neither the Tribe nor the State may make any claim for monetary damages and neither party waives its sovereign immunity for an award of monetary relief including, but not limited to, punitive and exemplary damages and an award of costs or attorney's fees; and
- (3) Where no Person or entity other than the Tribe and the State is a party to the action.

**ARTICLE XVI**  
**TERMINATION OF PRIOR COMPACT**

The Tribe and State, upon and only upon the approval of this Compact by the United States Secretary of the Interior, hereby agree, that the current Slots Only compact executed by Tribe and State on or about February 23, 2004, which regulates Class III Gaming on the Tribe's Indian Lands, and was deemed approved by the United States Secretary of the Interior on or about May 6, 2004, shall be terminated, and null and void for all purposes. Should this Compact not be approved and become effective, regardless of reason, then and in that event, the Slots Only Gaming Compact deemed approved on May 6, 2004, shall remain in full force and effect and shall govern all Class III Gaming on the Tribe's Indian Lands as provided therein.

**ARTICLE XVII**  
**NOTICES**

All notices, payments, requests, reports, information or demands shall be personally delivered, or sent by first-class certified or registered United States mail, postage prepaid, return receipt requested, and sent to the other party at its address appearing below or such other address as a party shall hereafter inform the other party hereto by written notice.

**To the Tribe:**

Chairman / Chairperson  
Washoe Tribe of Nevada and California  
919 Highway 395, South  
Gardnerville, Nevada 89410

With copies to:

Washoe Tribe Gaming Commission Chair  
Washoe Tribe of Nevada and California  
919 Highway 395, South  
Gardnerville, Nevada 89410

General Counsel  
Washoe Tribe of Nevada and California  
919 Highway 395, South  
Gardnerville, Nevada 89410

To the State:

Chairman  
Nevada Gaming Control Board  
P.O. Box 8003  
Carson City, Nevada 89706

With a copy to:

Nevada Office of the Attorney General  
Gaming Division  
5420 Kietzke Lane, Suite 202  
Reno, Nevada 89511

IN WITNESS WHEREOF, the parties hereto have caused this First Amended Compact to be duly executed. The execution of this First Amended Compact shall be the last date of signature by either party and shall become effective upon approval of the United States Secretary of the Interior.

WASHOE TRIBE OF NEVADA AND CALIFORNIA

  
\_\_\_\_\_  
NEIL MORTIMER, Chairman

Date 9/17/2017

  
\_\_\_\_\_  
LITTLE FAWN BOLAND, Legal Counsel

Date 9/7/17

STATE OF NEVADA

  
\_\_\_\_\_  
BRIAN SANDOVAL, Governor

Date 10-23-17

  
\_\_\_\_\_  
ADAM P. LAXALT, Attorney General

Date 10/18/17

  
\_\_\_\_\_  
A.G. BURNETT, Chairman,  
Nevada Gaming Control Board

Date 9/26/17

\_\_\_\_\_  
MICHAEL SOMPS, Senior Deputy Attorney General

Date \_\_\_\_\_

  
\_\_\_\_\_  
Nevada State Board of Examiners

Date 11/1/17

DEPARTMENT OF THE INTERIOR

\_\_\_\_\_  
Assistant Secretary  
Indian Affairs

Date \_\_\_\_\_

State of Nevada  
County of Washoe

This instrument was acknowledged before me on \_\_\_\_\_  
by Michael P. Soms, as Senior Deputy Attorney General of the Gaming  
Division.

\_\_\_\_\_  
Notary

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Appendix A  
Tribal Resolution

**RESOLUTION OF THE GOVERNING BODY  
OF THE  
WASHOE TRIBE OF NEVADA AND CALIFORNIA**

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- WHEREAS,** the Washoe Tribe of Nevada and California (the “Tribe”), is organized pursuant to the Provisions of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), as amended, to exercise certain rights of home rule and to be responsible for the general welfare of its membership; and
- WHEREAS,** under Article VI, Section 1(a) of the Constitution and Bylaws of the Washoe Tribe of Nevada and California, the Washoe Tribal Council has the authority to negotiate with Federal, State and local governments, and to execute contracts with such entities; and under Article VI, Section 1(c), the Tribal Council is empowered to approve any encumbrance of tribal lands; and
- WHEREAS,** the Tribe and the State of Nevada (“State”) entered into a Tribal-State compact (“Slots Only Compact”) regulating Class III gaming on the Tribe’s Indian Lands, and such compact was deemed approved by the United States Secretary of the Interior on May 6, 2004, with an effective date of July 16, 2004; and
- WHEREAS,** Nevada permits and regulates gaming, inclusive of Class III gaming, pursuant to and in accordance with the Nevada Gaming Control Act and the regulations of the Commission; and
- WHEREAS,** the Tribe and the State have negotiated the terms and conditions of a First Amended Compact to provide a regulatory framework for the operation of Class III gaming on the Indian Lands of the Tribe such that the Tribe shall be afforded the opportunity to offer, or permit others to offer, all forms of Class III Gaming, which may otherwise be conducted in the State subject to the statutory and regulatory requirements of the State and the terms of the First Amended Compact; and
- WHEREAS,** upon the effective date of the First Amended Compact, the Tribe and the State intend to terminate the Slots Only Compact deemed approved by the United States Secretary of the Interior Office on May 6, 2004 in its entirety, pursuant to paragraph XI(3) of the Slots Only Compact, and replace it with the First Amended Compact; and
- WHEREAS,** the Washoe Tribal Council reviewed and considered the First Amended Compact and believes that entering into the Compact would benefit the members of the Tribe.

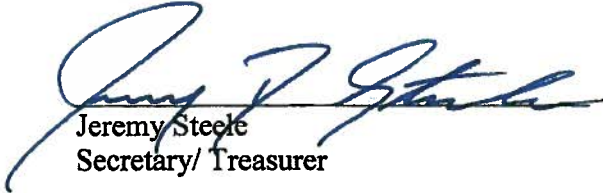


**NOW THEREFORE BE IT RESOLVED BY THE WASHOE TRIBAL COUNCIL** that it approves of the First Amended Compact and authorizes the Chairman and the Tribe's legal counsel to execute a substantially similar version of the attached First Amended Compact.

**BE IT FURTHER RESOLVED**, the First Amended Compact shall become effective upon publication of notice of its approval by the United States Secretary of the Interior in the Federal Register.

**CERTIFICATION**

It is hereby certified that the Washoe Tribal Council is the governing body of the Washoe Tribe of Nevada and California composed of **twelve (12)** members of whom **nine (9)**, constituting a quorum, were present at a meeting duly held on the **11<sup>th</sup>** day of **August, 2017**, and that the foregoing resolution was adopted by the affirmative vote of **eight (8)** for, **zero (0)** against, and **one (1)** abstention pursuant to the authority contained in Article VI, Section 1(h) of the Amended Constitution and Bylaws of the Washoe Tribe of Nevada and California.

  
Jeremy Steele  
Secretary/ Treasurer

8/14/17  
Date

Washoe Tribe of Nevada and California



Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Paul Nicks  
Deputy Director


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

**Budget Division**

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

Date: November 15, 2017

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

From: Jim Rodriguez, Budget Officer 

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 – CLARK COUNTY**

Agenda Item Write-up:

Pursuant to NRS 353.2755, the Division of Emergency Management is notifying the Board of Examiners of Clark County's intent to request a grant from the Disaster Relief Account to cover expenses associated with the October 1, 2017 Las Vegas mass casualty event.

Additional Information:

On the night of October 1, 2017, a gunman opened fire on a crowd of concertgoers at the Route 91 Harvest music festival on the Las Vegas Strip in Nevada, leaving 58 people dead and 546 injured. While the Las Vegas Metropolitan Police Department is the lead agency in the investigation, several other county and local law enforcement agencies provided initial support to the incident and some continue to provide support through the ongoing investigation process. Some of those responding agencies have expressed concerns regarding the onus of the financial burden experienced as a result of this crisis and have indicated that they will likely require financial assistance/reimbursement from the county.

Attached is a copy of the most recent cost impact estimate of the incident (taken from DPS Justice Assistance Account IFC work program C42117). These costs are provided as estimates of the cost impact of the event and is not intended to represents the County's request from the DRA.



**From:** Justin Luna  
**Sent:** Monday, October 09, 2017 9:50 AM  
**To:** James R. Wells; 'director@lcb.state.nv.us'  
**Cc:** James Wright; Patrick Conmay; Caleb S. Cage; Janet E. Murphy; Paul Nicks; Jim Rodriguez; Hoppe, Karen; 'Kolbe, Kristen'; 'Mark.Kmpotic@lcb.state.nv.us'; 'Cindy.Jones@lcb.state.nv.us'; Kelly Langley  
**Subject:** BA 1335 DRA - Intent to Apply from Clark County

---

Dear Director Wells and Director Combs:

**Subject:** Letter of Intent to Request Funding from the Nevada Disaster Relief Account (DRA) – Clark County for 1 October mass casualty incident

Per NRS 353.2755, please accept this email as formal notice that Clark County intends to submit a full application to the DRA for reimbursement of a portion of their expenditures incurred in response to the 1 October mass casualty incident.

The Division is committed to continue working closely with Clark County in developing the submission of the final application for funding under the DRA.

Please let us know if you have any questions or need additional information at this time.  
Thank you,

Justin Luna, CPM  
Administrative Services Officer

Division of Emergency Management  
& Homeland Security, State of Nevada  
2478 Fairview Drive  
Carson City, NV 89701

Office (775) 687-0304  
[justin.luna@dps.state.nv.us](mailto:justin.luna@dps.state.nv.us)

Website: <http://dem.nv.gov/>

Follow us on Twitter at: @NVEmergencyMgmt

Find us on Facebook: <https://www.facebook.com/NDEMDHS>





## Office of the County Manager

500 S Grand Central Pky 6th Fl • Box 551111 • Las Vegas NV 89155-1111  
(702) 455-3530 • Fax (702) 455-3558

Yolanda T. King, County Manager

Kevin Schiller, Assistant County Manager • Randall J. Tarr, Assistant County Manager • Jeffrey M. Wells, Assistant County Manager

Jessica L. Colvin, Chief Financial Officer

Les Lee Shell, Chief Administrative Officer

October 5, 2017

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 Clark County's written notice of intent to request funding from the State Disaster Relief Account, pursuant to NRS 353.2755, for the response to the Route 91 Harvest Festival Concert Incident.

Under the provisions of the Nevada Revised Statutes Chapter 414 and Clark County Code Chapter 3.04, the county manager must determine that the event constituted a disaster. Enclosed is a copy of Clark County's Declaration of Emergency signed on October 2, 2017. 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 of disaster relief funding.

Sincerely,

YOLANDA T. KING  
County Manager

/YTK:MY:md  
Enclosure

**BOARD OF COUNTY COMMISSIONERS**

STEVE SISOLAK, Chairman • CHRIS GIUNCHIGLIANI, Vice Chair  
SUSAN BRAGER • LARRY BROWN • JAMES B. GIBSON • MARILYN KIRKPATRICK • LAWRENCE WEEKLY  
YOLANDA T. KING, County Manager

# DECLARATION OF EMERGENCY

## PROCLAMATION OF THE CLARK COUNTY MANAGER DECLARING A STATE OF EMERGENCY IN THE COUNTY OF CLARK, NEVADA AS A RESULT OF A MASS CASUALTY EVENT

WHEREAS, the Las Vegas Strip is one of the most well-recognized tourist destinations in the world; and

WHEREAS, a Mass Casualty Incident resulting in nearly 60 deaths and over 500 injuries (to date) occurred on Sunday, October 1, 2017; and

WHEREAS, recent global events have shown that large gatherings of people provide attractive targets to terrorists and others who wish to cause physical and economic harm to the community; and

WHEREAS, this tragic event has the unfortunate distinction of being the largest mass shooting incident in United States history; and

WHEREAS, a significant number of community resources in public safety, public health, health care, and emergency management have been expended and will continue in the days and weeks to come; and

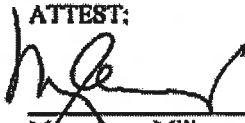
WHEREAS, this event on the Las Vegas Strip has significantly strained local public safety and first responder resources and left other parts of the community vulnerable; and

WHEREAS, the County Manager finds that potential threats exist to the health, life, safety, and welfare of persons and property.

NOW, THEREFORE, the County Manager of the County of Clark does hereby proclaim that, under the provisions of the Nevada Revised Statutes Chapter 414 and Clark County Code Chapter 3.04, within the County of Clark, the potential for a state of emergency does exist in the County of Clark.

PROCLAIMED this 2nd day of October, 2017.

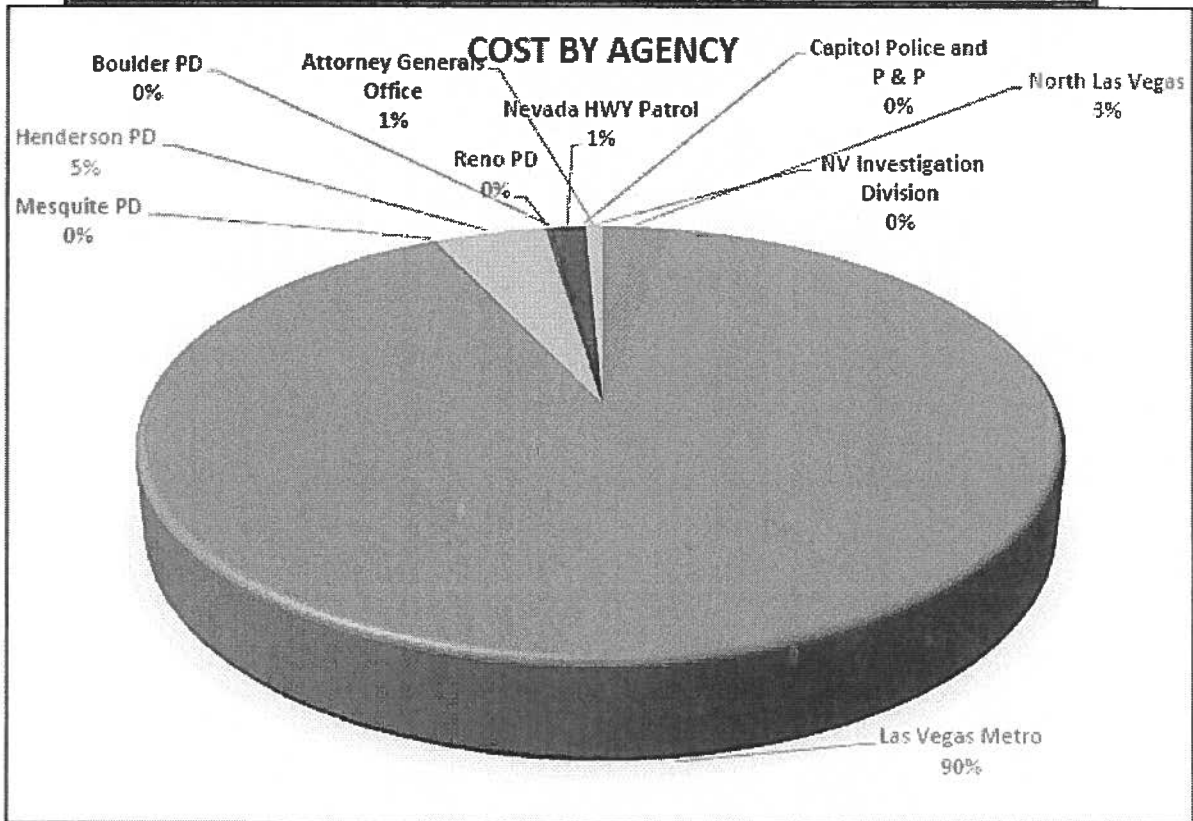
ATTEST:

  
\_\_\_\_\_  
Mary-Anne Miller  
County Counsel

COUNTY MANAGER  
CLARK COUNTY, NEVADA

  
YOLANDA T. KING

LAS VEGAS SHOOTING - ROUTE 91 - THE HARVEST FESTIVAL			
Law Enforcement Agency	Contact	OT Cost	Percentage of Cost
North Las Vegas	Heidi Campbell	\$107,794.96	3%
Las Vegas Metro	Richard Hogan	\$3,403,563.58	90%
Mesquite PD	Kim Otero	\$7,052.63	0%
Henderson PD	Dave Furber	\$175,366.26	5%
Reno PD	Michelle Gitmed	\$8,344.38	0%
Boulder PD	Vanessa Ward	\$742.22	0%
Nevada HWY Patrol	John McCuin	\$53,000.00	1%
Capitol Police & P & P	Sue Hohn	\$1,322.76	0%
Attorney Generals Office	Nick Trutanich	\$24,604.17	1%
NV Investigation Division	Sue Hohn	\$2,480.39	0%
<b>TOTAL OT Cost</b>		<b>\$3,784,271.35</b>	



Links to the Clark County Commission which shows the approval as well as links to the specific items under which the incident was discussed are provided below.

53. Identify emerging issues to be addressed by staff or by the Board at future meetings; receive updates on the activities of the various regional boards and commissions; and direct staff accordingly.
63. Receive a report on emergency purchase required to support the State of Emergency declared in Clark County, Nevada as a result of a Mass Casualty Event; or take other action as appropriate. (For possible action)
64. Approve, adopt, and authorize the Chairman to sign a resolution acknowledging the work of County agencies and personnel responding to the 1 October tragedy and authorizing the County Manager to continue to lend County resources to assist those affected by the tragedy and other entities dedicated to the provision of relief and donations to the survivors and families of the deceased. (For possible action)

This link will take you to the supporting documents for these agenda items:

<http://agenda.co.clark.nv.us/sirepub/mtgviewer.aspx?meetid=1840&doctype=agenda>

This link will take you to the video recording. Just scroll down the list of items until you get to items 53, 63, and 64.

[http://clark.granicus.com/MediaPlayer.php?view\\_id=17&clip\\_id=5519](http://clark.granicus.com/MediaPlayer.php?view_id=17&clip_id=5519)



**CLARK COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM**

<b>Petitioner:</b>	Les Lee Shell, Chief Administrative Officer Yolanda T. King, County Manager
<b>Recommendation:</b>	<b>That the Board of County Commissioners receive a report on emergency purchase required to support the State of Emergency declared in Clark County, Nevada as a result of a Mass Casualty Event; or take other action as appropriate. (For possible action)</b>

**FISCAL IMPACT:**

Fund#: N/A	Fund Name: N/A
Fund Center: N/A	Funded Pgm/Grant: N/A
Description: N/A	Amount: N/A

Added Comments: None by this action.

**BACKGROUND:**

On October 2, 2017, the County Manager declared a state of emergency in the County of Clark, Nevada as a result of a Mass Casualty Event under the provisions of the Nevada Revised Statutes Chapter 414 and Clark County Code Chapter 3.04. The state of emergency affected the public health, safety or welfare of persons and property.

In accordance with NRS 332.112.1 (b), may lead to impairment of the health, safety or welfare of the public if not immediately attended to; and NRS 332.113.2, If the authorized representative, chief administrative officer or governing body of the local government determines that an emergency exists affecting the public health, safety or welfare, a contract or contracts necessary to contend with the emergency may be let without complying with the requirements of NRS Chapter 332. If such emergency action was taken by the authorized representative or chief administrative officer, he or she shall report it to the governing body at the next regularly scheduled meeting.

Until such time as the current declaration expires, it may be necessary to periodically exercise exceptions to existing purchasing practices. At the expiration of the declaration, a report will be provided identifying all such exceptions.

Prepared by: Adleen B. Stidum

Respectfully submitted,

LES LEE SHELL  
Chief Administrative Officer  
Emergency Agenda-ABS

Cleared for Agenda

10/17/2017

Agenda Item #

63

**CLARK COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM**

<b>Petitioner:</b>	Yolanda T. King, County Manager
<b>Recommendation:</b>	<b>That the Board of County Commissioners approve, adopt, and authorize the Chairman to sign a resolution acknowledging the work of County agencies and personnel responding to the 1October tragedy and authorizing the County Manager to continue to lend County resources to assist those affected by the tragedy and other entities dedicated to the provision of relief and donations to the survivors and families of the deceased. (For possible action)</b>

**FISCAL IMPACT:**

Fund #: N/A	Fund Name: N/A
Fund Center: N/A	Funded Pgm/Grant: N/A
Description: N/A	Amount: N/A
Added Comments: N/A	

**BACKGROUND:**

County emergency personnel, together with personnel from the Las Vegas Metropolitan Police Department and other local emergency agencies, responded immediately and heroically in the initial aftermath of the 1October tragedy, and then moved swiftly to establish a Family Assistance Center to address the emergent needs of the victims and their families. Governmental agencies have worked together with citizens, corporations, and nonprofits to distribute in-kind services and provide referrals and needed information to the families.

It is apparent that ongoing services will be necessary in the next few months to continue to work with survivors and families affected by this incident. The attached resolution supports the efforts of the County Manager to marshal County resources, where appropriate, to assist in those efforts as well as programs which may be established by nonprofits to effect prompt distribution of donations to those survivors and families.

Respectfully submitted,

\_\_\_\_\_  
YOLANDA T. KING, County Manager

Cleared for Agenda

10/17/2017

Agenda Item #

64

## RESOLUTION

WHEREAS, the Las Vegas Valley was struck with a shooting tragedy known as 10October which occurred on October 1, 2017 within the unincorporated area of Clark County, and resulted in the deaths of 58 persons and the hospitalization of at least 489 others; and

WHEREAS, the County acted promptly in providing emergency response to the site and in establishing the Family Assistance Center, coordinating necessary services and efforts to assist victims and their families with the Las Vegas Metropolitan Police Department, the Federal Bureau of Investigation, the State, regional and local governments, nonprofits, corporations and citizens, all of whom have volunteered a myriad of monetary and in-kind services to those affected by this tragedy; and

WHEREAS, the County Manager declared a state of emergency in order to address the immediate needs of responding to the tragedy; and

WHEREAS, the County continues to oversee the functions of and demands on the Family Assistance Center, and receives numerous inquiries each day from those seeking services and from those wishing to help; and

WHEREAS, as efforts transition away from rescue and emergent support services, there remains a need for a countywide organization which can provide networking and administrative support services to nonprofit and other organizations seeking assistance in effecting relief efforts and the distribution of donations; and

WHEREAS, such organizations are providing assistance to residents and tourists which are alleviating the burden on local governments, including the County.

NOW, THEREFORE, the Board resolves as follows:

1. The County Manager is hereby authorized to continue to expend resources to operate a family assistance center, staffed with County employees and volunteers as determined advisable by the County Manager, for such time as a dedicated center is in the best interests of the public; and
2. The County Manager is further authorized to extend County staff resources and facilities to assist in the collection and dissemination of information and the coordination of

efforts to such bona fide nonprofit organization or organizations engaged in the primary objective of providing assistance to and disbursing donations to the survivors and the families of those who died during the 1 October tragedy. Such County assistance shall be, in the determination of the Manager, support services which align with the County mission, do not adversely affect the normal operations of the County, and are in compliance with state and federal law.

---

PASSED, ADOPTED, AND APPROVED this 17th day of October, 2017.

CLARK COUNTY, NEVADA  
BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
STEVE SISOLAK, Chairman

Attest:

\_\_\_\_\_  
LYNN MARIE GOYA, Clerk

Approved as to form:

\_\_\_\_\_  
Office of the District Attorney

Approve, adopt, and authorize the Chairman to sign a resolution acknowledging the considerable strain placed on County resources in responding to, investigating, and providing ongoing support to address the aftermath of the 1October tragedy and support establishing a tax exempt charitable organization to assist in relieving the burden upon local government charged with the assisting families of the decedents and injured victims. (For possible action)

---

**RESOLUTION**

WHEREAS, the Las Vegas Valley was struck with a shooting tragedy known as 1October which occurred on October 1, 2017 within the unincorporated area of Clark County, and resulted in the deaths of 58 persons and hundreds of physical injuries; and

WHEREAS, the County Manager declared a state of emergency in order to address the immediate needs of responding to the tragedy; and

WHEREAS, the County acted promptly in providing emergency response to the site and in establishing the Family Assistance Center, coordinating necessary local and state governmental services through the University Medical Center (a publicly owned hospital and the only Level 1 Trauma Center in the State of Nevada), the Las Vegas Metropolitan Police Department, the Clark County Fire Department, the Clark County Coroner's Office, and many employees of other departments and/or agencies of the County to address the needs of the victims and their families; and

WHEREAS, a considerable unanticipated financial expenditure in the form of overtime and diversion of staff from other assigned county functions has occurred and will continue to occur as efforts transition away from rescue and emergent support services toward investigatory and victim support services; and

WHEREAS, the County continues to oversee the functions of and demands on the Family Assistance Center which has now transitioned into the "Vegas Strong Resiliency for Victims"; and

WHEREAS, the County in collaboration with state, local and federal agencies such as the Federal Bureau of Investigations (FBI) Victims Services Division and the Office for Victims of Crime (OVC), one of the six components within the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) Department of Justice, established the "Vegas Strong Resiliency for Victims" as a resource center and referral agency that provides transitional support for the victims and family members of the 1 October tragedy; and

WHEREAS, individuals and businesses exhibited extraordinary generosity in seeking to help those who were most impacted by the 1October shooting by providing contributions to provide financial contributions to those subjected to physical injuries and to the families of the decedents; and

WHEREAS, the County does not have the statutory authority to create a tax-exempt charitable organization to serve as the vehicle to receive and provide charitable contributions to assist the victims and families; and

WHEREAS, there is a need to decrease the likelihood of people of good will inadvertently donating funds to fraudulent charities, it is necessary to provide a public benefit to lessen the burden of government by establishing a charitable organization to serve as the vehicle to receive and provide charitable contributions to the victims and families; and

LVVF/VSF Resolution Page 1

PROJECTED BALANCE OF THE DISASTER RELIEF ACCOUNT (BA 1335)  
(Prepared by the Department of Public Safety)




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

209 E. Musser Street, Suite 200 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | www.budget.nv.gov | Fax: (775) 687-0260

Date: November 2, 2017

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

From: Curtis Palmer   
Executive Branch Budget Officer

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 CONSERVATION AND NATURAL RESOURCES  
DIVISION OF STATE LANDS

Agenda Item Write-up:

Pursuant to NRS 321.5954, the Division is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program. Pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the 1st quarter of Fiscal Year 2018.

Additional Information:

- 1989 Tahoe Basin Act  
There were no transfers of lands or interest in lands during the quarter.
- 
- Lake Tahoe Mitigation Program  
The agency reports that there were no acquisitions of land or interest during the quarter. However, there were four land coverage transaction that resulted in \$112,524 in proceeds for the Nevada Land Bank program.

Statutory Authority:

NRS 321.5954

REVIEWED: <u>CM</u>
INFO ITEM: _____

---

BRADLEY CROWELL  
Director

Department of Conservation  
and Natural Resources

CHARLES DONOHUE  
Administrator

BRIAN SANDOVAL  
Governor



State Land Office  
State Land Use Planning Agency  
Nevada Tahoe Resource Team  
Conservation Bond Program -Q1

Address Reply to

Division of State Lands  
901 S. Stewart St. Suite 5003  
Carson City, Nevada 89701-5246  
Phone (775) 684-2720  
Fax (775) 684-2721  
Web www.lands.nv.gov

STATE OF NEVADA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

## Division of State Lands

October 30, 2017

### MEMORANDUM

**RECEIVED**

OCT 30 2017

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

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

FROM: Charles Donohue, Administrator  
Division of State Lands

RE: **BOARD OF EXAMINERS QUARTERLY REPORT OF THE TAHOE BASIN ACT AND  
LAKE TAHOE MITIGATION PROGRAM – 1st QUARTER FY 2018  
BOARD OF EXAMINERS MEETING DATE OF DECEMBER 12, 2017**

Pursuant to NRS 321.5954, a quarterly report regarding the real property or interests in real property transferred under the Tahoe Basin Act and the Lake Tahoe Mitigation Program shall be reported quarterly to the State Board of Examiners. The enabling legislation is listed below. **There was no activity under the Tahoe Basin Act.**

#### Lake Tahoe Mitigation Program:

Pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, which requires a quarterly report to the Board of Examiners, this memorandum is to report real property or interests in real property transferred under this program during the quarter ending September 30, 2017.

- There were no acquisitions of lands during this quarter. However, Four (4) land coverage transactions occurred during this period.  
On July 18, 2017 a transaction was finalized involving the sale of 998 square feet of Class 1a, potential land coverage in the Incline Village area of Lake Tahoe. This transaction resulted in \$33,433.00 in proceeds for the Nevada Land Bank.  
Only August 22, 2017 a transaction was finalized involving the sale of 1,252 square feet of Class 1b potential coverage in the Incline Village area of Lake Tahoe. This transaction resulted in \$46,950.00 in proceeds for the Nevada Land Bank.  
On September 29, 2017 two (2) transactions were finalized. One sale involved 515 square feet and the other sale involved 342 square feet all in class 1b restored soft land coverage. These transactions resulted in \$32,140.50 in proceeds for the Nevada Land Bank.

All proceeds from the above transactions were deposited in the respective budget account to carry out the intent of the Nevada Land Bank program.

In the event you have any questions or would like additional information please call me @ 775-684-2735.

CD/bs

cc: Bradley Crowell, Director, Department of Conservation and Natural Resources





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

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

Date: November 30, 2017

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

From: Lynnette Aaron, Executive Branch Budget Officer  
Governor's Finance Office

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:

**FISCAL YEAR 2018 – 1<sup>ST</sup> QUARTER OVERTIME REPORT**

Agenda Item Write-up:

Fiscal year 2018 first quarter overtime report by department.

Additional Information:

For the first quarter of fiscal year 2018, overtime pay and accrued compensatory leave accounted for a total of approximately \$15.288 million, or 6.21% of total pay, a 30% increase from fiscal year 2017.

The 5 agencies with the highest dollar amount of overtime and accrued comp time for 1<sup>st</sup> quarter FY18 accounted for 92.3% of the total:

1. Department of Corrections – \$5.774 million
2. Department of Health & Human Services – \$2.814 million
3. Department of Public Safety – \$2.226 million
4. Department of Conservation & Natural Resources – \$1.899 million
5. Department of Transportation – \$1.392 million

The 5 agencies with the highest percentage of overtime and accrued comp time as a share of total pay for 1<sup>st</sup> quarter FY18 were:

1. Department of Conservation & Natural Resources – 16.41%
2. Department of Corrections – 15.03%

3. Department of Public Safety – 10.84%
4. Commission on Mineral Resources – 8.75%
5. Department of Veterans Services – 8.67%

At the Department of Corrections, overtime and comp time was driven by the large correctional centers and medical personnel. Overtime and comp time for 1<sup>st</sup> quarter FY18 was greatest at High Desert (\$1.332 million), Southern Desert (\$830k), Ely (\$804k), Northern Nevada Correctional Center (\$741k), Florence McClure (\$580k), Prison Medical (\$402k), and Lovelock (\$330k). These 7 equate to 86.9% of the total. Comparing FY18 1<sup>st</sup> quarter to FY17 1<sup>st</sup> quarter, these budget accounts changed as follows: High Desert (increased \$909k), Southern Desert (increased \$510k), Ely (increased \$196k), Northern Nevada Correctional Center (increased \$417k), Florence McClure (increased \$307k), Prison Medical (decreased \$13k), and Lovelock (increased \$173k). Pioche Conservation Camp and Three Lakes Valley Conservation Camp increased by more than \$25,000. Overtime increased by \$1.209 million (26.5%) from 4<sup>th</sup> quarter FY17 to 1<sup>st</sup> quarter FY18 with High Desert (\$280k), Ely (\$261k), Florence McClure (\$199k), and Southern Desert (\$162k) accounting for 74.7% of the total combined increase in overtime for the quarter. By event code, the highest four causes accounted for 75.3% of the overtime for 1st quarter FY 2018:

1. Covering vacant shifts – \$2.296 million
2. Hospital coverage – \$1.354 million
3. Covering holiday shifts – \$426k
4. Wildfire coverage – \$272k

At the Department of Health and Human Services, overtime was driven by Public & Behavioral Health (\$1.290 million - primarily in Southern Nevada Adult Mental Health (\$858k) and Facility for the Mental Offender (\$258k) budget accounts), Child and Family Services (\$880k) and Aging and Disability Services (\$558k – primarily at Desert Regional Center). By event code, the highest four causes accounted for 72.5% of the overtime:

1. Covering vacant shifts – \$980k
2. Covering 24 hour shifts – \$605k
3. Reducing backlog – \$234k
4. Covering holiday shifts – \$223k

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

INFO ITEM: \_\_\_\_\_

# OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FISCAL YEAR 2018 SUMMARY (QTR 1)  
NEVADA DEPARTMENT OF ADMINISTRATION

Wednesday, November 22, 2017



## CUMULATIVE STATEWIDE TOTALS (QTR 1)

	2016	2017	2018
BASE PAY	\$218,457,356	\$223,216,552	\$230,848,655
OVERTIME PAY + ACCRUED COMP	\$9,066,366	\$11,773,754	\$15,288,237
TOTAL PAY	\$227,523,721	\$234,990,306	\$246,136,892
O/T/COMP AS A SHARE OF TOTAL PAY	3.98%	5.01%	6.21%

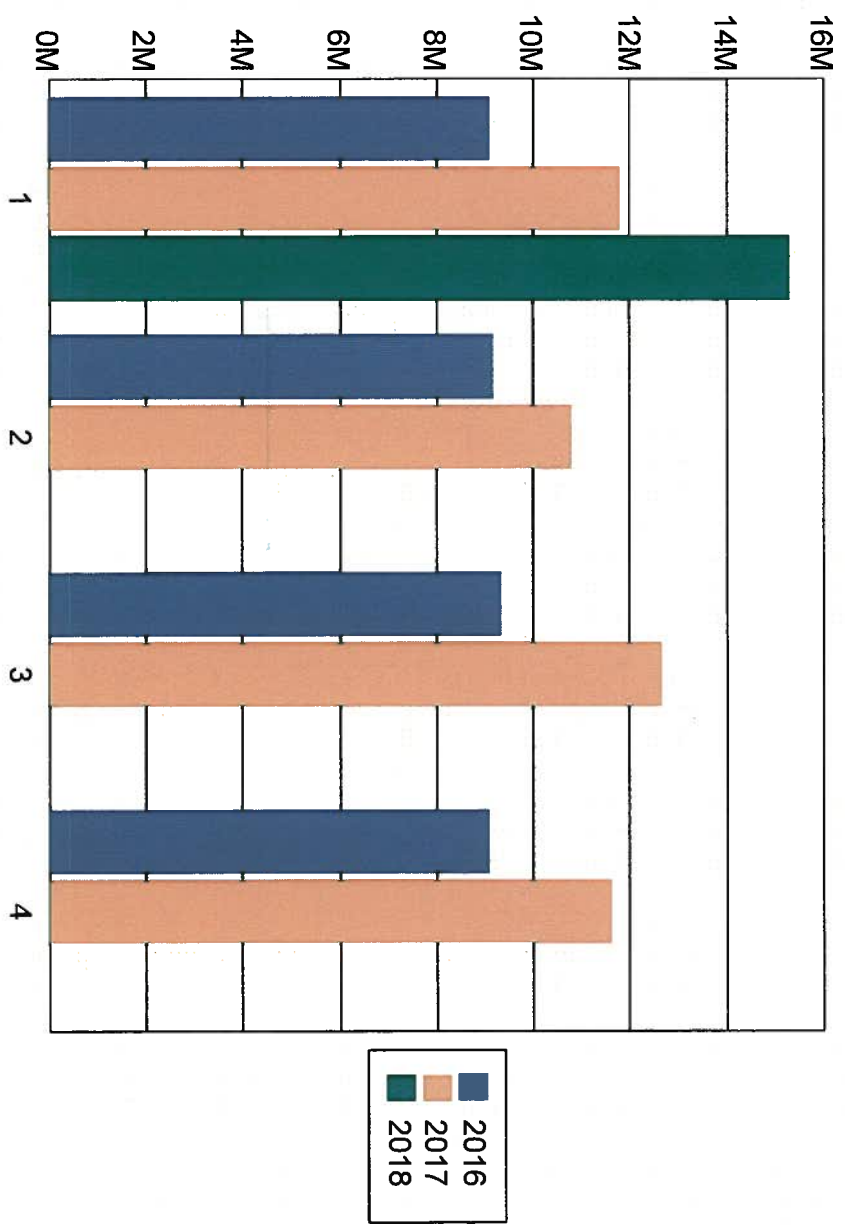
## Highest OT/Comp expenditures in dollars

Agency Code	Department	Overtime and Accrued Comp	O/T/Comp as a Share of Total Pay
44	DEPARTMENT OF CORRECTIONS	\$5,773,819	15.03%
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$2,813,667	4.18%
65	DEPARTMENT OF PUBLIC SAFETY	\$2,226,491	10.84%
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$1,898,711	16.41%
80	DEPARTMENT OF TRANSPORTATION	\$1,392,354	5.54%

## Highest percentages of OT/Comp as a share of Total Pay

Agency Code	Department	Overtime and Accrued Comp	O/T/Comp as a Share of Total Pay
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$1,898,711	16.41%
44	DEPARTMENT OF CORRECTIONS	\$5,773,819	15.03%
65	DEPARTMENT OF PUBLIC SAFETY	\$2,226,491	10.84%
50	COMMISSION ON MINERAL RESOURCES	\$18,996	8.75%
24	DEPARTMENT OF VETERANS SERVICE	\$232,104	8.67%

## Statewide OT/Comp Distribution by Quarter



	Q1 Base Pay	Q2 Base Pay	Q3 Base Pay	Q4 Base Pay
2016	\$218,457,356	\$210,776,964	\$238,504,798	\$238,044,299
2017	\$223,216,552	\$219,998,105	\$248,443,521	\$250,067,093
2018	\$230,848,655	\$0	\$0	\$0

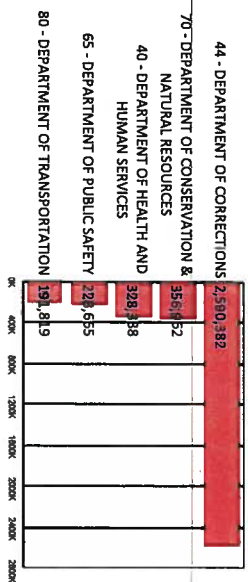
# OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FISCAL YEAR 2018 QUARTERLY ANALYSIS vs FY2017  
 NEVADA DEPARTMENT OF ADMINISTRATION  
 Wednesday, November 22, 2017

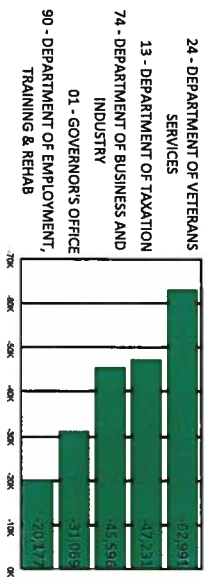


## FY2018 - QTR1

Greatest increases in OT/Comp expenditures vs FY2017



Greatest reductions in OT/Comp expenditure vs FY2017



## FY2018 - QTR4

Greatest increases in OT/Comp expenditures vs FY2017

No Data Available

Greatest reductions in OT/Comp expenditure vs FY2017

No Data Available

## FY2018 - QTR2

Greatest increases in OT/Comp expenditures vs FY2017

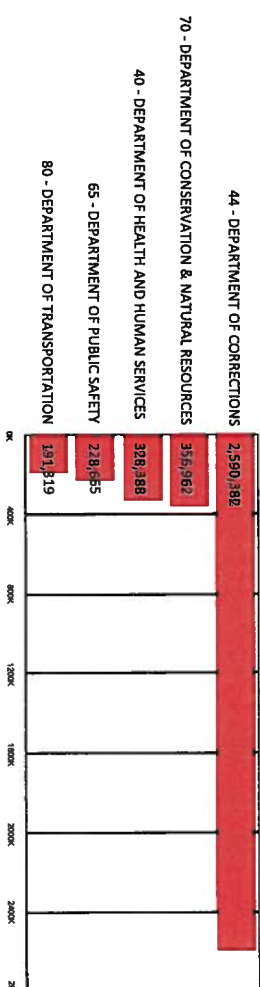
No Data Available

Greatest reductions in OT/Comp expenditure vs FY2017

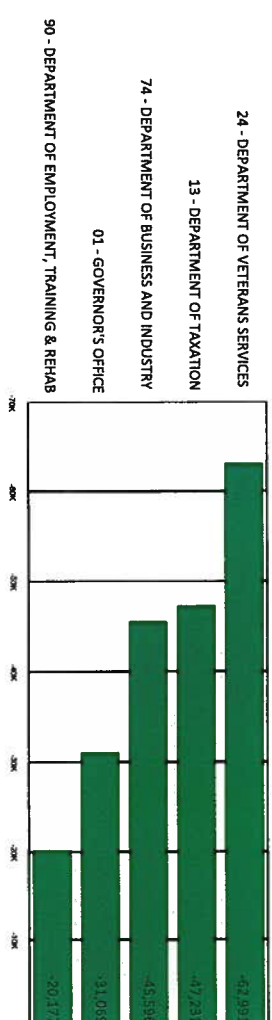
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## FY2018 - YEAR-TO-DATE TOTALS

Greatest increases in OT/Comp expenditures vs FY2017



Greatest reductions in OT/Comp expenditure vs FY2017



## FY2018 - QTR3

Greatest increases in OT/Comp expenditures vs FY2017

No Data Available

Greatest reductions in OT/Comp expenditure vs FY2017

No Data Available

# OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FISCAL YEAR 2018 QUARTERLY DETAILED ANALYSIS  
NEVADA DEPARTMENT OF ADMINISTRATION

Wednesday, November 22, 2017



	FY2018QTR1			FY2018 QTR1-QTR1				
	Overtime Pay and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Difference in OT Pay/Comp versus FY2017	Overtime Pay and Accrued Comp (YTD)	Total Pay (YTD)	OT/Comp as a Share of Total Pay (YTD)	Difference in OT Pay/Comp versus FY2017 (YTD)
01 - GOVERNOR'S OFFICE	\$300	\$1,386,065	0.02%	-\$31,069	\$299,55	\$1,386,065.25	0.02%	-\$31,069
02 - LIEUTENANT GOVERNOR'S OFFICE	\$0	\$67,337	0.00%	\$0	\$0,00	\$67,337.34	0.00%	\$0
03 - ATTORNEY GENERAL'S OFFICE	\$20,646	\$6,029,246	0.34%	-\$3,488	\$20,645.54	\$6,029,246.10	0.34%	-\$3,488
04 - SECRETARY OF STATE'S OFFICE	\$3,548	\$1,656,484	0.21%	-\$16,939	\$3,547.95	\$1,656,483.52	0.21%	-\$16,939
05 - TREASURER'S OFFICE	\$1,308	\$536,564	0.24%	\$268	\$1,307.88	\$536,564.39	0.24%	\$268
06 - CONTROLLER'S OFFICE	\$7,501	\$630,176	1.19%	-\$5,699	\$7,500.87	\$630,175.97	1.19%	-\$5,699
08 - DEPARTMENT OF ADMINISTRATION	\$126,567	\$7,324,167	1.73%	-\$15,162	\$126,567.07	\$7,324,166.85	1.73%	-\$15,162
09 - JUDICIAL BRANCH	\$2,060	\$6,646,265	0.03%	\$565	\$2,060.05	\$6,646,264.78	0.03%	\$565
10 - DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS	\$5,095	\$1,469,112	0.35%	\$1,177	\$5,095.17	\$1,469,112.33	0.35%	\$1,177
12 - GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	\$0	\$740,216	0.00%	\$0	\$0,00	\$740,216.00	0.00%	\$0
13 - DEPARTMENT OF TAXATION	\$35,497	\$4,531,146	0.78%	-\$47,231	\$35,497.31	\$4,531,146.24	0.78%	-\$47,231
15 - COMMISSION ON ETHICS	\$0	\$110,080	0.00%	\$0	\$0,00	\$110,080.00	0.00%	\$0
22 - JUDICIAL DISCIPLINE COMMISSION	\$0	\$99,941	0.00%	\$0	\$0,00	\$99,940.56	0.00%	\$0
23 - COMMISSION ON PEACE OFFICER STANDARDS & TRAINING	\$0	\$219,352	0.00%	\$0	\$0,00	\$219,352.30	0.00%	\$0
24 - DEPARTMENT OF VETERANS SERVICES	\$232,104	\$2,676,387	8.67%	-\$62,991	\$232,103.85	\$2,676,387.35	8.67%	-\$62,991
30 - DEPARTMENT OF EDUCATION	\$64,547	\$2,345,419	2.75%	\$23,898	\$64,547.13	\$2,345,418.56	2.75%	\$23,898
31 - STATE PUBLIC CHARTER SCHOOL AUTHORITY	\$1,526	\$186,142	0.82%	-\$5,774	\$1,525.88	\$186,142.04	0.82%	-\$5,774
40 - DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$2,813,667	\$67,263,520	4.18%	\$328,388	\$2,813,666.78	\$67,263,519.68	4.18%	\$328,388
43 - ADJUTANT GENERAL	\$59,187	\$1,152,025	5.14%	-\$5,889	\$59,187.16	\$1,152,024.80	5.14%	-\$5,889
44 - DEPARTMENT OF CORRECTIONS	\$5,773,819	\$38,414,513	15.03%	\$2,590,382	\$5,773,819.40	\$38,414,512.90	15.03%	\$2,590,382
50 - COMMISSION ON MINERAL RESOURCES	\$18,996	\$217,136	8.75%	\$5,621	\$18,995.82	\$217,136.14	8.75%	\$5,621
55 - DEPARTMENT OF AGRICULTURE	\$19,890	\$1,745,672	1.14%	-\$10,107	\$19,890.48	\$1,745,672.14	1.14%	-\$10,107
58 - PUBLIC UTILITIES COMMISSION	\$0	\$1,622,008	0.00%	\$0	\$0,00	\$1,622,007.76	0.00%	\$0
61 - GAMING CONTROL BOARD	\$158,280	\$5,870,044	2.70%	\$52,679	\$158,280.15	\$5,870,043.63	2.70%	\$52,679
65 - DEPARTMENT OF PUBLIC SAFETY	\$2,226,491	\$20,548,519	10.84%	\$228,665	\$2,226,490.94	\$20,548,518.59	10.84%	\$228,665
69 - COLORADO RIVER COMMISSION	\$819	\$636,261	0.13%	\$262	\$818.90	\$636,260.57	0.13%	\$262
70 - DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$1,898,711	\$11,572,828	16.41%	\$356,962	\$1,898,711.35	\$11,572,827.65	16.41%	\$356,962
72 - DEPARTMENT OF WILDLIFE	\$54,145	\$3,479,563	1.56%	-\$16,760	\$54,145.42	\$3,479,563.40	1.56%	-\$16,760
74 - DEPARTMENT OF BUSINESS AND INDUSTRY	\$54,068	\$8,151,241	0.66%	-\$45,596	\$54,067.58	\$8,151,241.18	0.66%	-\$45,596
80 - DEPARTMENT OF TRANSPORTATION	\$1,392,354	\$25,142,078	5.54%	\$191,819	\$1,392,354.49	\$25,142,078.28	5.54%	\$191,819
81 - DEPARTMENT OF MOTOR VEHICLES	\$133,264	\$12,404,978	1.07%	\$22,839	\$133,264.30	\$12,404,978.01	1.07%	\$22,839
90 - DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	\$183,846	\$10,678,521	1.72%	-\$20,177	\$183,845.68	\$10,678,521.11	1.72%	-\$20,177
95 - EMPLOYEES' BENEFITS DIVISION	\$0	\$376,696	0.00%	\$0	\$0,00	\$376,695.96	0.00%	\$0
96 - SILVER STATE HEALTH INSURANCE EXCHANGE	\$0	\$207,190	0.00%	-\$2,113	\$0,00	\$207,190.40	0.00%	-\$2,113
Total	\$15,288,237	\$246,136,892	6.21%	\$3,514,531	\$15,288,237	\$246,136,892	6.21%	\$3,514,531

# OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FISCAL YEAR 2018 COMPARATIVE YEAR-TO-DATE ANALYSIS (QTR1-QTR1) VS FY2016-FY2017  
 NEVADA DEPARTMENT OF ADMINISTRATION

Wednesday, November 22, 2017



	FY 2016 QTR1-QTR1				FY 2017 QTR1-QTR1				FY 2018 QTR1-QTR1			
	Overtime and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Difference in OT Pay/Comp vs Prior Fiscal Year	Overtime and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Difference in OT Pay/Comp vs Prior Fiscal Year	Overtime and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Difference in OT Pay/Comp vs Prior Fiscal Year
01 - GOVERNOR'S OFFICE	\$3,402	\$1,179,774	0.29%	\$3,402	\$31,369	\$1,290,637	2.43%	\$27,967	\$300	\$1,386,065	0.02%	\$-31,069
02 - LIEUTENANT GOVERNOR'S OFFICE	\$0	\$77,516	0.00%	\$0	\$0	\$79,369	0.00%	\$0	\$0	\$67,337	0.00%	\$0
03 - ATTORNEY GENERAL'S OFFICE	\$14,773	\$5,802,668	0.25%	\$2,218	\$24,134	\$6,100,336	0.40%	\$9,360	\$20,646	\$6,029,246	0.34%	\$-3,488
04 - SECRETARY OF STATE'S OFFICE	\$4,804	\$1,469,013	0.33%	\$57	\$20,487	\$1,484,439	1.38%	\$15,683	\$3,548	\$1,656,484	0.21%	\$-16,939
05 - TREASURER'S OFFICE	\$3,167	\$547,544	0.58%	\$-2,301	\$1,040	\$593,459	0.18%	\$-2,127	\$1,308	\$536,564	0.24%	\$268
06 - CONTROLLER'S OFFICE	\$5,082	\$604,218	0.84%	\$4,257	\$13,200	\$611,362	2.16%	\$8,118	\$7,501	\$630,176	1.19%	\$-5,699
08 - DEPARTMENT OF ADMINISTRATION	\$67,135	\$6,768,046	0.99%	\$-114,786	\$141,729	\$6,925,920	2.05%	\$74,594	\$126,567	\$7,324,167	1.73%	\$-15,162
09 - JUDICIAL BRANCH	\$2,905	\$6,721,022	0.04%	\$-5,122	\$1,495	\$6,597,313	0.02%	\$-1,410	\$2,060	\$6,646,265	0.03%	\$565
10 - DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS	\$4,291	\$1,442,995	0.30%	\$-7,034	\$3,918	\$1,385,609	0.28%	\$-373	\$5,095	\$1,469,112	0.35%	\$1,177
12 - GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	\$0	\$726,689	0.00%	\$-574	\$0	\$707,915	0.00%	\$0	\$0	\$740,216	0.00%	\$0
13 - DEPARTMENT OF TAXATION	\$11,238	\$3,615,363	0.31%	\$-2,897	\$82,728	\$4,089,933	2.02%	\$71,491	\$35,497	\$4,531,146	0.78%	\$-47,231
15 - COMMISSION ON ETHICS	\$0	\$104,025	0.00%	\$0	\$0	\$99,194	0.00%	\$0	\$0	\$110,080	0.00%	\$0
22 - JUDICIAL DISCIPLINE COMMISSION	\$0	\$67,613	0.00%	\$0	\$0	\$97,436	0.00%	\$0	\$0	\$99,941	0.00%	\$0
23 - COMMISSION ON PEACE OFFICER STANDARDS & TRAINING	\$0	\$0	0.00%	\$0	\$0	\$0	0.00%	\$0	\$0	\$219,352	0.00%	\$0
23 - COMMISSION ON PEACE OFFICERS STANDARDS & TRAINING	\$913	\$175,569	0.52%	\$-3,776	\$0	\$207,025	0.00%	\$-913	\$0	\$0	0.00%	\$0
24 - DEPARTMENT OF VETERANS SERVICES	\$132,354	\$2,370,361	5.58%	\$-106,193	\$295,094	\$2,570,294	11.48%	\$162,740	\$232,104	\$2,676,387	8.67%	\$-62,991
30 - DEPARTMENT OF EDUCATION	\$19,112	\$2,057,735	0.93%	\$-18,387	\$40,649	\$2,292,964	1.77%	\$21,537	\$64,547	\$2,345,419	2.75%	\$23,898
31 - STATE PUBLIC CHARTER SCHOOL AUTHORITY	\$1,034	\$159,751	0.65%	\$-479	\$7,300	\$199,786	3.65%	\$6,265	\$1,526	\$186,142	0.82%	\$-5,774
36 - COMMISSION ON POSTSECONDARY EDUCATION	\$2,155	\$51,631	4.17%	\$2,155	\$0	\$42,879	0.00%	\$-2,155	\$0	\$0	0.00%	\$0
40 - DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$1,850,765	\$63,224,601	2.93%	\$97,886	\$2,485,279	\$65,905,404	3.77%	\$634,514	\$2,813,667	\$67,263,520	4.18%	\$328,388
43 - ADJUTANT GENERAL	\$76,966	\$1,406,243	5.47%	\$5,512	\$65,076	\$1,466,373	4.44%	\$-11,890	\$59,187	\$1,152,025	5.14%	\$-5,889
44 - DEPARTMENT OF CORRECTIONS	\$2,491,286	\$33,093,397	7.53%	\$619,603	\$3,183,438	\$33,911,524	9.39%	\$692,152	\$5,773,819	\$38,414,513	15.03%	\$2,590,382
50 - COMMISSION ON MINERAL RESOURCES	\$11,135	\$195,329	5.70%	\$-4,511	\$13,375	\$182,945	7.31%	\$2,240	\$18,996	\$217,136	8.75%	\$5,621
55 - DEPARTMENT OF AGRICULTURE	\$24,899	\$1,668,812	1.49%	\$-10,166	\$29,997	\$1,673,704	1.79%	\$5,098	\$19,890	\$1,745,672	1.14%	\$-10,107
58 - PUBLIC UTILITIES COMMISSION	\$0	\$1,691,836	0.00%	\$0	\$0	\$1,613,451	0.00%	\$0	\$0	\$1,622,008	0.00%	\$0
61 - GAMING CONTROL BOARD	\$114,079	\$5,733,098	1.99%	\$2,181	\$105,601	\$5,771,009	1.85%	\$-8,478	\$158,280	\$5,870,044	2.70%	\$52,679
65 - DEPARTMENT OF PUBLIC SAFETY	\$1,674,530	\$19,163,837	8.74%	\$219,565	\$1,997,826	\$19,619,804	10.18%	\$323,296	\$2,226,491	\$20,548,519	10.84%	\$228,665
69 - COLORADO RIVER COMMISSION	\$1,665	\$599,832	0.28%	\$-424	\$557	\$647,166	0.09%	\$-1,109	\$819	\$636,261	0.13%	\$262
70 - DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$1,260,614	\$10,035,868	12.56%	\$330,659	\$1,541,750	\$10,647,388	14.48%	\$281,136	\$1,898,711	\$11,572,828	16.41%	\$356,962
72 - DEPARTMENT OF WILDLIFE	\$97,872	\$3,386,481	2.89%	\$22,587	\$70,905	\$3,451,660	2.05%	\$-26,967	\$54,145	\$3,479,563	1.56%	\$-16,760
74 - DEPARTMENT OF BUSINESS AND INDUSTRY	\$60,442	\$7,925,775	0.76%	\$-20,231	\$99,664	\$7,939,967	1.26%	\$39,222	\$54,068	\$8,151,241	0.66%	\$-45,596
80 - DEPARTMENT OF TRANSPORTATION	\$857,900	\$23,263,800	3.69%	\$-154,008	\$1,200,535	\$23,995,691	5.00%	\$342,636	\$1,392,354	\$25,142,078	5.54%	\$191,819
81 - DEPARTMENT OF MOTOR VEHICLES	\$92,052	\$11,684,545	0.79%	\$-9,788	\$110,425	\$11,837,934	0.93%	\$18,373	\$133,264	\$12,404,978	1.07%	\$22,839
90 - DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	\$179,793	\$9,930,305	1.81%	\$-59,774	\$204,023	\$10,400,740	1.96%	\$24,230	\$183,846	\$10,678,521	1.72%	\$-20,177
92 - DEFERRED COMPENSATION	\$0	\$15,100	0.00%	\$0	\$48	\$20,956	0.23%	\$48	\$0	\$0	0.00%	\$0
95 - EMPLOYEES' BENEFITS DIVISION	\$0	\$0	0.00%	\$0	\$0	\$0	0.00%	\$0	\$0	\$376,696	0.00%	\$0
95 - PUBLIC EMPLOYEES' BENEFITS PROGRAM	\$0	\$361,563	0.00%	\$-177	\$0	\$383,016	0.00%	\$0	\$0	\$0	0.00%	\$0
96 - SILVER STATE HEALTH INSURANCE EXCHANGE	\$0	\$201,765	0.00%	\$0	\$2,113	\$195,706	1.08%	\$2,113	\$0	\$207,190	0.00%	\$-2,113
Total	\$9,066,366	227,523,721.21	3.98%	\$789,454	\$11,773,754	234,990,306.47	5.01%	\$2,707,388	\$15,288,237	246,136,891.78	6.21%	\$3,514,531