

Governor Steve Sisolak
Chairman

Susan Brown
Clerk of the Board



Attorney General Aaron D. Ford
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: January 14, 2020, 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** (The first public comment is limited to comments on items on the agenda. 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. The Chair of the Board will impose a time limit of three minutes).
- 3. Approval of the December 10, 2019 Minutes** (For possible action)

4. State Vehicle Purchases (For possible action)

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Conservation and Natural Resources – Division of Environmental Protection	3	\$93,639
Department of Corrections – Prison Industries Ranch	1	\$65,000
Department of Corrections – Prison Industries Ranch	2	\$8,511
Department of Wildlife	3	\$94,170
Total	9	\$261,320

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

Board action under this item only grants permission to the employing agency. Current and former employees are still subject to all ethical requirement of NRS chapter 281A, specifically including subsection 550 which restricts certain former employees and state agencies.

Department of Administration – Purchasing Division

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division requests authority to contract with former employee Nikki Hovden to perform fiscal and administrative duties on a part-time basis to various agencies as needed, through Master Service Agreement #18404 with HAT Limited Partnership, dba Manpower.

6. Request for Approval to Join or Use Other Government’s Contract (For possible action)

Department of Corrections – Prison Medical Care

Pursuant to NRS 332.195, the Department requests approval to utilize an amended State of Nevada – Public Employees’ Benefits Program contract with AON Consulting, Inc. to perform a clinical utilization review audit of inmate medical services.

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

Department of Public Safety – Dignitary Protection – \$15,500

Pursuant to NRS 353.268, the Division requests the Board’s recommendation to the Interim Finance Committee for \$15,500 from Contingency Account to cover costs associated with providing dignitary protection to the Governor.

8. Approval of Proposed State Administration Manual Changes (For possible action)

Pursuant to NRS 353.040 the Governor’s Finance Office – Budget Division requests modifications to the policies and procedures of the State Board of Examiners adopted and collected in the following section of the State Administrative Manual.

1. SAM Section 1300 – State Vehicles

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

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

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

12. [Information Item – Clerk of the Board Contracts](#)

Pursuant to NRS 333.700, the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$49,999). Attached is a list of all applicable approvals for contracts and amendments approved from November 15, 2019 through December 23, 2019.

13. Stale Claims Account, Emergency Accounts, Statutory Contingency Accounts

Pursuant to NRS Chapter 353, the Governor’s Finance Office, Budget Division presents a reconciled fund balance report for the TORT Claim Fund, Statutory Contingency Account, Stale Claims Account, Emergency Account, Disaster Relief Account, IFC Unrestricted Contingency Funds and IFC Restricted Contingency Funds as of December 24, 2019.

The TORT Claim Fund is the State Treasury Fund for Insurance Premiums. The Statutory Contingency Account, State Claims Account, Emergency Account, Disaster Relief Account, IFC Unrestricted Contingency Funds and IFC Restricted Contingency supplement funding for eligible agencies within statutory authority.

Below is the available balance for each account prior to any projected outstanding claims.

TORT Claim Fund	\$ 6,907,427.74
Statutory Contingency Account	\$ 4,678,870.66
State Claims Account	\$ 1,412,371.86
Emergency Account	\$ 279,841.00
Disaster Relief Account	\$ 11,742,236.33
IFC Unrestricted Contingency Fund General Fund	\$ 26,837,604.81
IFC Unrestricted Contingency Highway Fund	\$ 1,638,068.35
IFC Restricted Contingency Fund General Fund	\$ 54,372,329.00
IFC Restricted Contingency Highway Fund	\$ 2,220,935.00

14. Public Comment (This public comment period is for any matter that is within the jurisdiction of the public body. 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. The Chair of the Board will impose a time limit of three minutes.

15. 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 will limit public comments to three minutes per speaker and may place other reasonable restrictions on the time, place, and manner of public comments but may not restrict comments based upon viewpoint. We are pleased to make reasonable accommodations for members of the public who have disabilities and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Dale Ann Luzzi at (775) 684-0223 as soon as possible and at least two days in advance of the meeting. If you wish, you may e-mail her at daluzzi@finance.nv.gov. Supporting materials for this meeting are available at 209 E. Musser Street, Suite 200, Carson City, NV 89701 or by contacting Dale Ann Luzzi at (775) 684-0223 or by email at daluzzi@finance.nv.gov

Agenda Posted at the Following Locations:

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

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

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MEETING MINUTES

Date and Time: December 10, 2019, 10:00 AM

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

Video Conference Location: Grant Sawyer Building
555 East Washington Avenue, Suite 5100
Las Vegas, Nevada 89101

MEMBERS PRESENT:

Governor Steve Sisolak
Secretary of State Barbara Cegavske

EXCUSED MEMBER:

Attorney General Ford

STAFF PRESENT:

Susan Brown, Clerk of the Board
Rosalie Bordelove, Board Counsel, Deputy Attorney General
Dale Ann Luzzi, Board Secretary

OTHERS PRESENT:

Bill Quenga, Deputy Director, Industrial Programs, Department of Corrections
Eric Holt, Emergency Manager, Lincoln County
Kerry D. Lee, Sheriff, Lincoln County

1. Call to Order / Roll Call

Governor: Good morning. I would like to call to order today's meeting of the State Board of Examiners for December 10, 2019 to order. If I could ask the Clerk to please take a roll?

Clerk: Yes, good morning, Governor.

Governor Sisolak?

Governor: Here.

Clerk: Secretary of State Cegavske?

Secretary of State: Here.

Clerk: Attorney General Ford has been excused for this meeting. Let the record reflect we have a quorum.

Governor: Thank you.

2. Public Comment (The first public comment is limited to comments on items on the agenda. 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. The Chair of the Board will impose a time limit of three minutes).

Governor: Item number 2, this is the first time set aside for public comment. Anyone wishing to address the Board on any item on today's agenda please step forward, identify yourself for the record and comments will be limited to three minutes.

Hearing and seeing no one.

3. Approval of the November 12, 2019 Minutes (For possible action)

Governor: Move on to Item number 3, *Approval of the November 12, 2019 Minutes*.

Clerk: Governor, there are a couple of technical changes, some typos that need to be corrected in the minutes.

Governor: Alright, thank you. Do you want to include those corrections now or do you just want to leave it to staff to include?

Clerk: I can leave that to staff to include.

Secretary of State: Move for approval.

Governor: We have a motion for approval with non-substantive changes to the minutes. Is there any discussion? All in favor, signify by saying aye. The motion passes.

4. State Vehicle Purchases (For possible action)

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Administration – Fleet Services	1	\$ 43,402
Department of Conservation and Natural Resources – Division of Water Resources	7	\$ 199,921
Total	8	\$ 243,323

Governor: Item number 4, *State Vehicle Purchases*.

Clerk: There are 2 requests for 8 vehicles in this agenda item.

The first item is from the Department of Administration, Fleet Services Division for one new vehicle for \$43,402. Funding is included in Assembly Bill 501 of the 2019 Legislative Session for this vehicle.

The second request is from the Department of Conservation and Natural Resources, Division of Water Resources for 1 new vehicle and 6 replacement vehicles for a total of \$199,921. The vehicles being replaced have met the age and/or mileage requirements in the State Administrative Manual. Funding is included in the agency’s budget both through enhancement units and an Assembly Bill 509 of One-Shot Funds.

Representatives from these agencies are available to answer any questions.

Governor: Do we have any questions? Do we have a motion?

Secretary of State: Move for approval.

Governor: We have a motion for approval, any discussion? All in favor, signify by saying aye. Any opposed? The motion passes.

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

Board action under this item only grants permission to the employing agency. Current and former employees are still subject to all ethical requirements of NRS Chapter 281A, specifically including subsection 550 which restricts certain former employees and state agencies.

A. Department of Administration – Purchasing Division (5)

Pursuant to NRS 333.705, subsection 1, the Division on behalf of Capitol Police, requests authority to contract with former employee Baron Bement to perform uniformed security duties on a full-time basis. The employee will be hired through Master Service Agreement (MSA) #19049, with Universal Protection Service, dba Allied Universal Security.

Pursuant to NRS 333.705, subsection 1, the Division on behalf of Capitol Police, requests authority to contract with former employee Brian Henley to perform uniformed security duties on a full-time basis. The employee will be hired through MSA #19049, with Universal Protection Service, dba Allied Universal Security.

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division, requests authority to contract with former employee Jeffrey Moses to perform uniformed security duties on a full-time basis. The employee will be hired through MSA #19049, with Universal Protection Service doing business as Allied Universal Security.

Pursuant to NRS 333.705, subsection 1, the Division requests authority to contract with former employee Wanda Nixon to provide Tuberculosis case management services on a part-time basis. This item relates to MSA #22516 under Agenda Item 9, which must not be approved if this item is not approved.

Pursuant to NRS 333.705, subsection 1, the Division, on behalf of the Governor's Finance Office, requests authority to contract with former employee Danette Kluever to perform administrative assistant duties relating to the 2020 Census on a part-time basis. The employee will be hired through MSA #18404, with HAT Ltd Partnership, dba Manpower.

B. Department of Health and Human Services – Division of Child and Family Services

Pursuant to NRS 333.705, subsection 1, the Division requests to contract with a former employee, Jennifer McEntee. Ms. McEntee will be assisting with contracts and service agreements and identifying areas to enhance contract, fiscal and cost allocation processes to improve workflow efficiency. She will be working on a part-time basis upon approval of the Board through June 30, 2020. Ms. McEntee will be hired through MSA #18404, with HAT Ltd Partnership, dba Manpower.

C. Department of Health and Human Services – Division of Health Care Financing and Policy

Pursuant to NRS 333.705, subsection 1, the Division requests to contract with a former employee, Jim Wells. Mr. Wells will be assisting in the analysis and the review of all financial processes, including budgeting and projections and financial staff organization. This item relates to contract #22445 under Agenda Item 8.

Governor: Item number 5, *Authorization to Contract with a Current and/or Former State Employee.*

Clerk: Item 5 includes 7 requests for contracts with current and/or former employees.

The first item, under 5-A, has been withdrawn by the agency, Purchasing Division.

The second and third items are for 2 former employees for uniformed security services. These individuals will be employed by Universal Protection Service dba as Allied Universal Security through MSA #19409 and through this process, maybe utilized by any State agency that uses these services.

The fourth item is also from the Department of Administration, Purchasing Division, to contract with a former employee to provide tuberculosis case management services on a part-time basis. This item relates to Agenda Item 9, Contract #13.

The fifth item is the Department of Administration, Purchasing Division, on behalf of the Governor's Finance Office to contract with a former employee to provide administrative assistant duties relating to the 2020 Census on a part-time basis. This individual will be employed by Manpower through MSA #18404.

Item 5-B is from the Department of Health and Human Services, Division of Child and Family Services, to contract with a former employee to assist with contracts and service agreements and identifying areas to improve contract fiscal and cost allocation processes to improve workflow. This individual will work on a part-time basis and will be employed by Manpower through MSA #18404.

The final item under 5-C, from the Department of Health and Human Services, Division of Health Care Financing and Policy to contract with a former employee to provide assistance in analyzing and review of financial processes, including budgeting, projections and organization. This item relates to Agenda Item 8, Contract #21.

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

Governor: Thank you. Are there any questions? I don't have any questions, but I have a statement and this came up in my briefing. Director, you know how I feel – I want to make sure that these are used for emergency hires and our agencies are not getting lazy and not going out to try to find employees that we need to fill various vacancies that exist. This wasn't meant to circumvent the hiring process. This was meant for extraordinary circumstances and situations. I'd ask them all to keep that in mind as we move forward.

So, do we have a motion?

Secretary of State: Move for approval, with the exception of the withdrawn number 1 of 5-A.

Governor: We have a motion for approval with the exception of 5-A, Subsection 1. Any discussion? All in favor, signify by saying aye. The motion passes.

6. Request to Access Funds from the Prison Industries Capital Projects Fund

Pursuant to NRS 209.192, the Department of Corrections, Prison Industries, requests to access \$184,720 from the Fund for New Construction of Facilities for Prison Industries. Funds would be used to purchase new and replacement equipment to allow for program expansion and operational improvements to various program activities.

Governor: Item number 6, *Request for Access Funds from the Prison Industries Capital Projects Fund*.

Clerk: Item number 6. Pursuant to NRS 209.192, the Department of Corrections, Prison Industries is requesting access to \$184,720 from the Fund for New Construction of Facilities for Prison Industries. Funds in this account can be used: to house new or expand existing industries to provide additional employment for offenders; to relocate, expand, upgrade or modify an existing industry to improve operations, security or to provide additional employment or training of offenders; to purchase or lease equipment for training or operating the industries; to pay for operations of Prison Industries, or to advertise or promote goods produced or services provided by Prison Industries.

Expenditures from the account must be approved by the Board of Examiners and the Interim Finance Committee prior to being expended. There is currently approximately \$370,000 available in this account. The packet contains a list of the proposed expenditures and representatives from the Department are available to answer any questions the Board may have.

Governor: Do you have any questions? I have one question, could Corrections step up here?

Good morning. I just want to check, is there a priority list of projects that we want to get done and we need the equipment to complete the job or did these just come out of the blue?

Bill Quenga: Good morning, Governor. What we do is, we get a list from each supervisor to prioritize what equipment is needed to enhance and produce quality products and then provide an increase in offender labor to have more jobs.

Governor: So, when you're getting one from each section, who is prioritizing between those sections?

Bill Quenga: I do, sir, along with the Chief Financial Officer and the supervisors working together for each section.

Governor: Alright, thank you. I have no issue. Thank you very much for your answers.

Secretary of State: Move for approval.

Governor: We have a motion on the floor. Is there any discussion? Hearing and seeing none, all in favor, signify by saying aye. Are any opposed? The motion passes.

7. Approval of Proposed Leases (For possible action)

Governor: Item number 7, *Approval of Proposed Leases*.

Clerk: There are 4 leases in agenda item 8, for consideration by the Board this morning. Lease number 4 was not considered by the Board at its last meeting.

Governor: For clarification, that one is being pulled off the agenda. That's the State Board of Dental Examiners and that one we're going to take separately because I'm not in favor of that one.

Clerk: Alright, are there any questions on any of these items?

Governor: That's the only one I had a question on. Do you have any questions Madam Secretary? Do you want to give me a motion on 1-3?

Secretary of State: Yes, I'd love to. Move for approval of Item 7, leases 1-3; and denial of lease 4.

Governor: We have a motion on the floor for the approval of the proposed leases under Agenda item number 7, leases 1, 2 and 3; and denial of lease 4 for Nevada State Board of Dental Examiners. All in favor, signify by saying aye. Are any opposed? The motion passes. Lease number 4 is denied.

8. Approval of Proposed Contracts (For possible action)

Governor: Number 8, *Approval of Proposed Contracts*.

Clerk: There are 45 contracts in agenda item 8 for approval by the Board this morning. Contract #21, JRW Consulting, relates to Item 5-C. Contract 18, Jobs for America's Graduates (JAG), will be placed on the January agenda.

Governor: Before you get too far along, on Agenda Item 8, I'm going to have to recuse myself on #18, I serve on the National Board for the JAG Program.

Clerk: So, that item will be moved to the January BOE for consideration.

Governor: Yes, it will have to be moved since we don't have a quorum without my vote.

Clerk: Then, Contract #39, GEO ReEntry Inc., has been withdrawn by the agency and may be resubmitted to the January BOE. Do you have any questions on any of the other items?

Governor: Approval with the exception of 18 and 39, right?

Secretary of State: Move for approval for Agenda Item 8, with the exception of 18 and 39, which have been pulled.

Governor: We have a motion on the floor for the approval of proposed contracts with the exception of numbers 18 and 39, which have been pulled. Is there any discussion on the motion? Seeing and hearing none, all in favor signify by saying aye. Are any opposed? The motion passes.

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

Governor: Item number 9, *Approval of Proposed Master Service Agreements*.

Clerk: There are 13 Master Service Agreements in Agenda Item 9 for approval by the Board this morning. MSA #13 relates to Agenda Item 5-A, as previously noted. Do you have questions on any of these items?

Governor: I do not, do you Secretary? I want to point out, Susan, I really appreciate you asking about any questions. The briefings that I get and that I assume my colleagues get on this agenda are extraordinary and you answer all our questions at that time, even though they're done individually, we're not briefed together. It makes the meetings go much more efficiently and the questions are all answered. So, I sincerely appreciate that, and I know my colleagues do.

Secretary of State: Thank you, Governor, yes. I want to tell you again, thank you but I also want to thank Scott Anderson because he goes through all of this and asks questions that

we have and we're prepared by your staff, Governor. So, I really do appreciate their input. Thank you.

Governor: Yes, they're great.

Do we have a motion on item number 9?

Secretary of State: Move for approval.

Governor: We have a motion on the floor for approval. Is there any discussion on that motion? Hearing and seeing none, all in favor signify by saying aye. Are any opposed? The motion passes.

10. 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 19, 2019 through November 14, 2019.

Governor: Item number 10, *Information Item, Clerk of the Board Contracts*.

Clerk: There were 43 contracts under Information Item 10 under the \$50,000 threshold approved by the Clerk between October 19, 2019 and November 14, 2019. This item is informational only. Do any of the Members have questions on any of these items?

Governor: The only question I have, or I guess it's a comment, I notice that there are numerous items that are \$49,000, plus but not \$50,000. I don't think it's coincidental that they're falling right under the threshold. I don't know if it's a good or a bad thing but it's obvious when you see \$49,500, \$49,900, \$49,700, \$49,919 – I guess that's just the way it is.

Alright, that's an information item. Do you have any questions on that one?

Secretary of State: No.

11. Information Item and Reports

A. Department of Motor Vehicles – Complete Streets Program

Pursuant to NRS 482.1825, Subsection 2, the Department shall certify to the State Board of Examiners the amount of the voluntary contributions collected for each county by the department and its agents, and that the money has been distributed as provided in statute. This is the first quarter of the State Fiscal Year 2020 report for the period beginning July 1, 2019 and ending September 30, 2019.

B. Department of Public Safety – Division of Emergency Management – Lincoln County and Nye County

Pursuant to NRS 353.2755, the Division hereby submits notice to the Board of Examiners (BOE) of Lincoln County's and Nye County's intent to request a recommendation by the BOE to the Interim Finance Committee for approval of a grant and/or loan from the Disaster Relief Account to cover a portion of the expenses associated with the county-wide response to the anticipated "Storm Area-51" event.

C. Statewide Quarterly Overtime Report – Fiscal Year 2020 1st Quarter

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 1st Quarter Overtime Report and analysis for the Fiscal Year 2020.

D. Update on NRS Title 54 Boards

Update on NRS Title 54 Boards and the amounts of their contracts, as well as those Boards that had lobbyist representation at the 2019 Legislative Session without a Board/Clerk-approved contract.

Governor: Item number 11, *Information Item and Reports*.

Clerk: There are 4 informational items under this agenda item.

The first report is from the Department of Motor Vehicles on the voluntary contributions collected by the county pursuant to NRS 482.480, also known as the Complete Streets Program, for the period from July 1, 2019 to September 30, 2019. During the quarter ending September 30, the Department collected \$89,686 compared to \$89,902 in the same period last year and \$90,594 collected last quarter.

Of the amount collected, approximately 78% was from Clark County; 15.9% from Washoe County; just under 2.7% from Douglas County; and 3.2% from Carson City. After deducting 1% to administer the collection and distribution of contributions, the Department distributed \$88,459.47 to the four counties in the first quarter of Fiscal Year 2020. Of the approximate 11.74% of those registering a vehicle during the Fiscal Year contributed to the Complete Streets Program ranging from 9.1% in Douglas County to 14.78% in Clark County.

Are there any questions on this item?

Governor: No, no questions on 11-A.

Clerk: Item 11-B. This item is a notification from the Division of Emergency Management of intent to request allocations from the Disaster Relief Account pursuant to NRS 353.2755. Pursuant to statute, state agencies and local governments can request a grant or loan through the Division of Emergency Management from the Disaster Relief Account if, because of the disaster, the local government is unable to pay for an expense from available funds. Applicants must submit their intention to apply not later than 60 days after the Governor or the governing body of a local government determines an event constitutes a disaster. The Division must then notify the Board of Examiners and the Fiscal Analysis Division of the Legislative Counsel Bureau of the intent. Within 18 months of the determination that an event constitutes a disaster, the state agency or local government must submit their final request to the Division of Emergency Management and the Department of Taxation, including whether the request is for a loan or a grant and the final amount of the request. The Division of Emergency Management and the Department of Taxation are required to review the requests and submit reports to the Board of Examiners who will then make a recommendation to the Interim Finance Committee on the proposed amount and the determination of a grant or loan.

Both of these requests from Nye and Lincoln County are related to the Storm Area 51 event that took place in September. Are there questions on this item?

Governor: Yes, I have questions on this item. Who do we have here from Lincoln? Good morning. My question is, I understand that this is a Division of Emergency, being the definitive word, Management – I don't know how this was an emergency when you gave an approval, despite our concerns regarding this issue and then expect the taxpayers of the State to basically bail out your County Commission's approval.

Eric Holt: If I could speak on that, Eric Holt, Emergency Manager for Lincoln County. All of our decisions were based on two things. One was the facts that we had at the time and the other was the threat that we faced. As you know, there was the Facebook event that challenged up to two million people that may descend upon Lincoln County and the threat was the influx of people that would double or triple or 100 times the size of our community and our county which would deplete all of our resources.

So, two business owners from Lincoln County approached the Commissioners and asked if they could hold an event to give people a place to go. The Commissioners made their decision based on an attempt to have those events cover some of the costs that we were faced with by the challenge that we had. Also to give people a place to go other than Area 51.

The events that they permitted provided their own security, EMS, trash services, sanitation services and were self-contained. None of the funds that were spent from the Lincoln County Emergency Management or Lincoln County itself, went directly to those events. Our attempt was, anything outside of those events, tied to the Storm Area 51 Facebook event, which was the threat and challenge that we faced.

Their approval of the other two events was an attempt to allow them to encumber some of that cost.

Governor: Okay. So, their approval—I had countless meetings regarding Storm Area 51, with Clark County Fire Department, Fire and Rescue, Las Vegas Metropolitan Police Department, that is not getting reimbursed for all the money that they put into an event in Lincoln County that they opposed and Lincoln County, through their supervisors, kept promoting. Everybody said it was a potential problem, but Lincoln did nothing to stop it.

Now, Nye County didn't approve of the events that were going to be held. They didn't issue any permits. I can tell you that without a doubt when I spent 10 years on the Clark County Commission, we analyzed the potential effects, unintended consequences of what an event could be. This is pretty much expected, what was going to happen. It could've been a lot worse. It could've been a lot more expensive. And now, they're already talking about doing it again. And expecting for the State to bail them out when the County Commissioners made the decision, I think is troubling.

Sheriff Lee: Sheriff Lee, for the record. Governor, we felt the exact same way. We do understand where you're coming from and we expressed those concerns and the County Commission did as well. I know that they did not promote, even though it appears since they allowed to have the events, they didn't promote it. We certainly didn't want the event, especially knowing the potential—well, we knew that two million people weren't going to come and storm this military base and cause civil disobedience into the county, we certainly did not want to promote that.

I think and I can't speak directly for the Commissioners, but I know they felt like the event was coming no matter what. Even if Lincoln County said, we're not going to approve any kind of events, we're not going to allow these two business places to have anything, the event was still coming no matter what.

Governor: I don't know how you can say that they knew it was coming. They might have assumed it was coming but with the approval, it was certainly coming. Without approval, we don't know who would've shown up. I know I met with the folks from Creech and Nellis Air Force Base, this was all hands-on board to deal with this situation and worst-case scenario, the possibility of having helicopter SWAT teams in there to handle some of these situations because this approval was granted. And then to have the audacity to come back to the State and say, yep, it didn't go as bad as we thought but we want you to bail us out for all the money we spent. I don't know how they can possibly come to the State and expect them to do that.

Sheriff Lee: I understand that, but I still think—I think the event was going to come no matter what. That was my fear and we don't know, you're absolutely right.

Governor: We'll never know.

Sheriff Lee: I don't think—it was kind of the same way as we didn't know how many people were going to come. I mean, two million people said, we're going to come to the Storm Area 51 event. We knew that wasn't going to be the case, but even if 1% of that two million people came, we were very concerned about that. And, as the Emergency Manager said, the money that we expended was outside of those events. It was mainly at the boundaries of

the military installation that we incurred our most cost. That was where most of our concerns were—because I mean, they said, —you're not going to stop all of us.

Governor: I know.

Sheriff Lee: They were going to break the law no matter what we do and that was a big concern to us.

Governor: Well, it was a big concern to everybody that was in the meetings of two dozen people that we had to convene. It took up an enormous amount of Public Safety's time, the military's time and everyone's—if this would've been the Division of Expected Consequences Management, I could see you coming forward. That's not what it is. This is not an emergency to me, but I'm going to leave it because you're not going anywhere today on this one. Do you have any more comments on this one?

Sheri Brueggemann: Sheri Brueggemann, Deputy Director, Department of Public Safety. I was just going to say the same thing that this won't be decided today. It will have to go through a review from Taxation and then a review from the Division and then we will return to the Board. At that time, you have the authority to determine that these expenses will or will not be repaid.

Governor: And I appreciate that. And, Sheriff, I want to thank you. You were phenomenal. You were part of our group that was dealing with this. And, I asked for personal help from the Sheriff at Metro — we didn't know what to expect. Who they were going to have to fly in, in terms of, you know, their SWAT Teams and whatnot that might have been needed at some point. Everybody was on edge and you went above and beyond. Emergency response, my issue lies with the County Commission for issuing an approval. I know there are expectations when you issue an approval and that's what they should've expected. You guys were great. I appreciate it. You helped minimize it. Maybe it ended up as well as it did because you were there on the ground and you helped us. People went through a lot and there were a lot of sleepless nights over this thing, that some people thought was funny and it wasn't funny for the people that had to respond.

Sheriff Lee: Sheriff Lee for the record. I appreciate that Governor. We did—I know it was a huge undertaking. I know it basically took my entire life and I think Eric's as well for a month and a half of this, it was ridiculous. I want to thank all those entities specifically law enforcement entities from across the state. It was incredible. We could not, absolutely could not have done it, I don't have the force, with only a dozen patrol officers. So, without our partners from across the State, it would not have happened.

Governor: And you're right. And you were instrumental in making it happen. I think it goes to show what we can do when there is a true emergency, how everybody can pull together and respond and protect the citizens of the State. Had we had a true emergency at the same time we had this, we would've been in a world of hurt. So, thank you for what you did. My issue remains with the Commissions that issued the approvals.

Sheriff Lee: Thank you.

Governor: Thank you, appreciate it. Thanks for being here. Let's move on to C.

Clerk: Okay. #C, this report is on overtime and accrued compensatory leave for the first quarter of FY2020. My staff has summarized the report, so I will not read the details but will hit a couple of highlights.

For the first quarter of the Fiscal Year, 2020 overtime pay and compensatory leave account for a total of approximately \$12.9 million or 4.88% of base pay. The Department of Corrections had the highest amount of overtime and compensatory time at \$3.83 million or 9.9% of base pay; this is compared to \$3.32 million in the fourth quarter of Fiscal Year 2019. This is followed by the Department of Health and Human Services at \$2.7 million or 3.59% of base pay. Those two agencies together account for 50.2% of the overtime and compensatory time accrued for the quarter. As a percentage of salary, the Department of Public Safety at \$2.39 million or 10.7% of base pay. And that is the highest percentage of overtime as a percentage of base pay.

Did you have any questions on this item?

Governor: I do not.

Clerk: The final item is an update on lobbyist contracts for Title 54 Boards, this list does not include contracts for other services, just lobbying contracts. Pursuant to NRS 333.020 Occupational Boards are included in the definition of "using agencies" of the Purchasing Division and therefore, board contracts are subject to the Board of Examiner's review. The information provided in the attached summary is current through November 12, 2019. Contracts with an expiration prior to that date are included as they were active when the first report was prepared in June 2019.

This list is inclusive of all lobbying contracts that exist within the contract tracking system. The list includes individuals and/ or entities that appear to have been working for Occupational Boards during the 2019 session. This information was obtained through a review of the legislative website and compared to the contracts in the contract tracking system. I would note that contracts under \$2,000 do not require Board approval and those under \$50,000 require Clerk of the Board approval and over \$50,000 require Board approval.

We have had a number of entities reach out to us with items that they would like added to the record today, so we can do that during public comment or now.

Governor: Okay, you can do it now. Who is adding it to the record?

Clerk: The Board of Veterinary Examiners, the Board of Massage Therapy, Board of Dispensing Opticians and the Board of Psychological Examiners.

Governor: Are we adding additional people to this list?

Clerk: They're just adding comments.

Governor: Okay, go ahead.

Clerk: So, I'll start with the Board of Veterinary Medical Examiners. This is from Jennifer Pedigo, the Executive Director. To Whom It May Concern: Concerning the recent discussion regarding professional service contracts within Boards and Commissions, I wanted to reach out and clarify where our Board is at in the process of ensuring compliance with the standards and policies of the Board of Examiners. Pertaining to the conversations that were had around contracts that are under the threshold requiring Board of Examiner approval, we are working as quickly to bring our contract with our lobbyist up to date. The contract is under the \$50,000 threshold, which I was mistakenly believed did not need to be submitted to the Board of Examiners. I have gotten clarification on what is required, and again, will be remedying the issue as soon as possible. Staff is working as quickly as possible to review, in particular, our lobbyist contracts, but also to review all professional services to ensure full transparency and compliance with Nevada law. For transparency, the current proposed contract amount for our lobbyist is \$12,000 annually, paid in the monthly amount of \$1,000.00. I have attached the current proposed contract from our lobbyist as reference. Because the current contract expired, we are reaching out for bids, and will be submitting the chosen contractor as soon as possible for review by the Clerk of the Board of Examiners.

Okay. Nevada State Board of Massage Therapy. Sandra Anderson, Executive Director. I understand that the Board of Massage Therapy has been identified as having lobbying services provided by Kathleen Laxalt during the 2019 session without a contract for services. Initially the Board chose to have the Executive Director, Chair, and Board Counsel participate as the interface between the Board and the Legislature. After the resignation of legal counsel, I chose to hire Ms. Laxalt to assist me. Ms. Laxalt was paid \$1,999 for the services provided during a portion of the session. The expense did not exceed the \$2,000 threshold; therefore, no contract was generated between the Board and Ms. Laxalt. Although the Board does not currently have a contract with Ms. Laxalt for lobbying services, the Board has contracted with her in the past at a rate of \$24,000 per two-year period.

Board of Psychological Examiners. Morgan Glitch, Executive Director. This letter is in response to the minutes of your November 14, 2019 meeting, which covered a discussion of the boards that employed lobbyists during the 2019 session without BOE-approved contracts in place.

My board did employ Ms. Kathleen Laxalt in 2019, however, I have been in the process of re-activating my contract manager status, with delay from the Purchasing Division. Due to the small Board office, I have been unable to attend the few classes I've made it into due to lack of office coverage; I've been unable to attend the recertification class. Ms. Laxalt and the Board do have a letter of understanding, that was submitted during the Board audits. I apologize for the misunderstanding on my part and assure you there was no intention to conceal the fact we had employed a lobbyist, or the amount being paid for those services. Lobbying services is a line item on the Profit and Loss Budget Report that is presented at each of our board meetings and included with the public meeting materials. The board also has a standing agenda item throughout the legislative session to discuss any updates we receive from our lobbyist.

We also did not intend to disregard the requirement to have contracts for professional services approved by your board. To that end, I have begun the process of completing a contract with the assistance of another executive director who has an active contract manager status which will be submitted to the BOE staff for approval.

Thank you for your time and please let me know if you require further information.

And the final one is the Board of Dispensing Opticians. This letter is in response to the minutes of your November 14, meeting, which covers a discussion of the boards that employed lobbyists during the 2019 session without BOE-approved contracts in place.

My board did employ Ms. Kathleen Laxalt in 2019, however, I mistakenly believed the amount paid to her during the fiscal year (\$7500) was beneath the threshold amount requiring a formal contract to be in place. I apologize for the misunderstanding on my part and assure you there was no intention to conceal the fact we had employed a lobbyist, or the amount being paid for those services.

Lobbying services is a line item on the Profit and Loss Budget Report that is presented at each of our board meetings and included with the public meeting materials. The board also has a standing agenda item throughout the legislative session to discuss any updates we receive from our lobbyist. We also did not intend to disregard the requirement to have contracts for professional services approved by your board. We have BOE-approved contracts in place with all other vendors supplying services to our board, including our IT company, our outside legal counsel, and our landlord.

Ms. Laura Freed at the Governor's Finance Office has been very helpful in clarifying the requirements for vendor contracts and the process for having them approved. I have also contacted our District Attorney General, (I think that's supposed to say Deputy Attorney General) Mr. Greg Ott, to determine how best to come into compliance with those requirements. To that end, I have begun the process of collecting vendor bids and my board will be reviewing a formal contract for lobbying services at its next meeting, which will be submitted to the BOE staff for approval. That is from Corrine Sedran, the Executive Director.

That completes those items.

Governor: Thank you. I appreciate the transparency which some of these, I know lobbyists and insiders that like to operate in this area of anonymity and the shadows and throw criticisms around. It's something that I can't accept. I can accept if the media wants to give them that platform; that's up to them. I'm disappointed, but that's up to them.

When you're talking about spending dollars to lobby the legislature and they're lobbying against items that some departments are asking for and arguing against each other with the legislators, I think that's a problem. I can tell you that when this is brought up at my Western Governors meetings and different Governor Associations that I'm at we are one of few that have this kind of a lobbying effort, going on and being paid for by various associations.

It's no secret that to my staff's credit and particularly Michelle and La Niesha and Brin and Cameron, we have gone above and beyond with these Boards and disclosures and commissions and now we've got these folks in the dark and their anonymity working against us. This idea that there's a letter of understanding so they don't have to issue a contract, or it falls under a threshold isn't acceptable to me.

There's a clear attempt here to circumvent the idea of transparency and accountability and some folks are helping them do that. I certainly am going to take a firm stand in the next legislative session to do something as it relates to these Boards and Commissions and how they're operating outside the expected purview and I'll leave it at that, going into the next year. Anything you want to add?

Secretary of State: No, Governor, but I thank you for your due diligence on this and for making everybody aware of it. It's something that we talked about in the legislature, but not to this extent, so thank you.

Governor: Thank you. Yeah. Okay, that wraps up D.

12. Public Comment (This public comment period is for any matter that is within the jurisdiction of the public body. 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. The Chair of the Board will impose a time limit of three minutes.)

Governor: It brings us to number 12, Public Comment? This is the second time set aside for public comment. Anyone wishing to address the Board on any item please step forward, identify yourself for the record and comments will be limited to three minutes. Any members of the public? Do any lobbyists want to come forward? Political insiders? No, okay. Do we have anyone in Las Vegas?

David Moore: Yes.

Governor: Go ahead.

Public Comments: Attachment B: David Moore written comments.

Governor: Thank you for your comments. Anyone else in Las Vegas wishing to speak during the second session of Public Comment? Seeing no one. Anyone in Carson City? Last chance. Secretary Cegavske.

Secretary of State: Thank you, Governor, I appreciate it. I failed to ask and would like the report on Contract # 8 regarding the Grant Sawyer Building. There was a report to release and I would like that report sent to me. Once I review the report, I will ask the questions that I had for today.

Then, I'd like to thank Bill Quenga for all that he's done for the Secretary of State's Office. It's been a pleasure to work with him and I just wanted to make sure that I noted that. Governor, the Department of Prison Industries has been instrumental in printing a political

history book. If anyone would like to see it please come to my office, you can have one, but they were very instrumental in helping us print that book. I just wanted to include my thank you in the public record.

13. Adjournment (For possible action)

Governor: I wholeheartedly agree and support you, thank you very much, appreciate it. That being said, do we have a motion on item 13 for adjournment?

Secretary of State: I motion to adjourn this meeting, thank you.

Governor: Move to adjourn. Any discussion? Hearing and seeing none, we are adjourned. Thank you all very much.




**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: December 18, 2019

To: Susan Brown, Clerk of the Board
Governor's Finance Office

From: Matthew Tuma, 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 CONSERVATION AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL PROTECTION**

Agenda Item Write-up:

Pursuant to NRS 334.010, the Division requests approval to purchase three replacement vehicles not to exceed \$93,638.65.

Additional Information:

This request is to purchase three vehicles to replace current vehicles that comply with the Vehicle Replacement Policy of SAM 1316.

The Division received vehicle funding of \$105,256 during the 2020-2021 Biennium for the replacement of these three vehicles. The Division was budgeted for one vehicle in work program #C48903, approved at the December 13, 2019 Interim Finance Committee meeting, and two vehicles in decision units E-712 and E-713, approved in the 2019 Legislative Session as shown in Table 1 below.

The E-712 decision unit in BA 3186 was approved for FY21 but the disrepair of the current vehicle requires replacement earlier than planned. The Division was approved for an additional vehicle replacement in FY20 by the E-711 decision unit which will be deferred until FY21, switching the replacement years for the two requests.



NEVADA DIVISION OF
**ENVIRONMENTAL
 PROTECTION**

STATE OF NEVADA
 Department of Conservation & Natural Resources
 Steve Sisolak, *Governor*
 Bradley Crowell, *Director*
 Greg Lovato, *Administrator*

DATE: December 10, 2019
 TO: Matt Tuma, Budget Officer
 Governor's Finance Office
 FROM: Brandon Beach, Administrative Assistant
 NDEP Bureau of Water Pollution Control
 SUBJECT: State Vehicle Purchase

RECEIVED
 DEC 10 2019
 GOVERNOR'S FINANCE OFFICE
 BUDGET DIVISION

The Nevada Department of Conservation and Natural Resources, Division of Environmental Protection, is seeking approval from the State Board of Examiners pursuant to NRS 334.010 to purchase the following 1 vehicle as approved by the 2019 Legislative Session. Permission to purchase the FY21 vehicle in FY 20 and the FY20 vehicle in FY21 granted by Curtis Palmer in email dated July 2, 2019.

DU	Cat	GL	Equipment Type	Qty	Leg App Rate	Revised Rate	Pur Qty	Actual Cost
E712	78	8310	Truck	1	\$41,961	\$29,104.15	1	\$29,104.15
				1			1	\$29,104.15

Thank you in advance for your consideration of this request. If you have any questions, please call me at 775-687-9421.

Vehicle Order Information Form

Does this vehicle meet "Smart Way or Smart Way Elite" requirements? If not, agency must fill out Vehicle Order Justification Sheet.

Please print out this page and complete all fields.

Vehicle Item No., Make, Model & No.:	2.24 Chevrolet Silverado 1500 Crew Cab 4WD		
Dealer Name:	Findlay Chevrolet		
Delivery Location:	Las Vegas		
Vehicle Colors:	Exterior: White	Interior: Jet Black	× Cloth Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 26,009.90	\$26,009.90
SPECIFY OPTIONS: (description)			\$3,065
Window Tint	1	\$200	
E85 FlexFuel	1	\$100	
Cruise control	1	\$225	
Engine, 5.5 L EcoTec 3 V8	1	\$1,395	
All-Terrain Tires	1	\$395	
Assist steps	1	\$750	
		\$	
		\$	
		\$	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$	
Total purchase price with options			\$29,074.90
DMV Title and DRS Fee's	1	\$29.25	\$29.25
GRAND TOTAL:			\$29,104.15

Registered Owner:	Agency Name & Address: NDEP/Bureau of Water Pollution Control 901 S. Stewart St. Suite 4001 Carson City, NV 89701
Legal Owner:	Agency Name & Address: NDEP/Bureau of Water Pollution Control 901 S. Stewart St. Suite 4001 Carson City, NV 89701
County Vehicle Based In:	Clark
Name & Phone of Person to contact when vehicle is ready for delivery:	Brandon Beach 775-687-9421

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

Agency Name: Bureau of Federal Facilities	Budget Account #: 3187 82
Contact Name: Gail Dansby	Telephone Number: 702-486-2850 ext 224

Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:
Number of vehicles requested: 1 **Amount of the request:** \$31,859.25
Is the requested vehicle(s) new or used: New
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:
 SUV
Mission of the requested vehicle(s): BFF is responsible for Site Inspections that take staff to the Nevada Test Site/Tonopah Test Range which requires a vehicle with 4x4 capabilities and High Clearance to access remote areas.

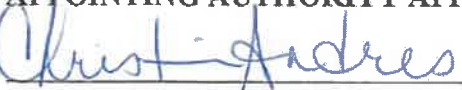
Were funds legislatively approved for the request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, please provide the decision unit number: If no, please explain how the vehicles will be funded? Presenting at the IFC Meeting – Work Program #C48903
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Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):
 Addition(s) Replacement(s)

Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1314? If not, please explain. YES

Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) <u>Current Vehicle Information:</u> Vehicle #1 Model Year: 2009 Odometer Reading: 56693 Type of Vehicle: SUV <hr/> Vehicle #2 Model Year: Odometer Reading: Type of Vehicle: <hr/> <i>Please attach an additional sheet if necessary</i>	Does this request meet the replacement schedule criteria pursuant to SAM 1316? If no, explain why the vehicle is being replaced. YES If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
---	--

APPOINTING AUTHORITY APPROVAL:

	Bureau Chief	10/08/19
Agency Appointing Authority	Title	Date

BOARD OF EXAMINERS' APPROVAL:

Approved for Purchase Not Approved for Purchase

Board of Examiners	Date
--------------------	------

Vehicle Order Information Form

Does this vehicle meet "Smart Way or Smart Way Elite" requirements? If not, agency must fill out Vehicle Order Justification Sheet.

Please print out this page and complete all fields.

Vehicle Item No., Make, Model & No.:	Ford, Explorer, 2020 (K8B)		
Dealer Name:	Ford Country		
Delivery Location:	NDEP 2030 E. Flamingo Rd. Ste. 230 LV NV 89119		
Vehicle Colors:	Exterior: Blue	Interior: Sandstone	<input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$31,156.00	\$31,156.00
SPECIFY OPTIONS: (description)			\$674.00
All Weather Floor Mats		\$114.00	
Additional Key with Fob	1	\$285.00	
Window Tint		\$275.00	
		\$	
		\$	
		\$	
		\$	
		\$	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$	\$
Total purchase price with options			\$31,830.00
DMV Title and DRS Fee's		\$29.25	\$ 29.25
GRAND TOTAL:			\$31,859.25

Registered Owner:	Agency Name & Address: State of Nevada Bureau of Federal Facilities 2030 E. Flamingo Road, Suite 230 LV NV 89119
Legal Owner:	Agency Name & Address: State of Nevada Bureau of Federal Facilities 2030 E. Flamingo Road, Suite 230 LV NV 89119
County Vehicle Based In:	Clark
Name & Phone of Person to contact when vehicle is ready for delivery:	Gail Dansby (702) 486-2850 x 224



NEVADA DIVISION OF
**ENVIRONMENTAL
PROTECTION**

STATE OF NEVADA
Department of Conservation & Natural Resources
Steve Sisolak, Governor
Bradley Crowell, Director
Greg Lovato, Administrator

DATE: October 8, 2019
TO: Matt Tuma
Governor's Finance Office
FROM: Christine Andres, Bureau Chief *CDA*
NDEP Bureau of Federal Facilities
SUBJECT: State Vehicle Purchase

RECEIVED

OCT 16 2019

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

The Nevada Division of Conservation and Natural Resources, Division of Environmental Protection, Bureau of Federal Facilities is seeking approval from the State Board of Examiners pursuant to NRS 334.010 to purchase a 2020 Ford Explorer in the amount of \$31,859.25 through a State Purchasing Approved Dealership. This vehicle will replace a 2009 Chevy Tahoe currently in use by the Bureau of Federal Facilities. A request for budget authority will be presented at the December 10, 2019 Interim Finance Committee meeting under Work Program #C48903.

Thank you in advance for your consideration of this request. Please contact me at (702) 486-2850 ext 232 if there are any questions or concerns with the approval request.



NEVADA DIVISION OF
**ENVIRONMENTAL
PROTECTION**

STATE OF NEVADA
Department of Conservation & Natural Resources

Brian Sandoval, Governor
Bradley Crowell, Director
Greg Lovato, Administrator

Memorandum

To: Matt Tuma, Executive Branch Budget Officer
From: Kim Valdez, Bureau of Corrective Actions MAII
Date: November 25, 2019
Regarding: New Vehicle Purchase Request

RECEIVED
NOV 25 2019
GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION


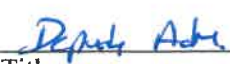
The Bureau of Corrective Actions (BCA) is requesting purchase approval of a 2020 Ford Ranger XLT 4x4 compact truck to replace our full size 2001 Ford F-150 4x4 truck. This economical and fuel efficient compact truck is being purchased for the Underground Storage Tank (UST) program which conducts field work and site inspections throughout the State.

Attached you will find all documentation required to be submitted for purchase approval. Please feel free to contact me with any questions at 687-9370 or kvaldez@ndep.nv.gov. Thank you for your consideration of our request.

Sincerely,

Kim Valdez
BCA MAII

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

Agency Name: NDEP Bureau of Corrective Actions		Budget Account #: 101-709-3187
Contact Name: Kim Valdez, Management Analyst II		Telephone Number: 775-687-9370
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:		
Number of vehicles requested: 1		Amount of the request: \$32,675.25
Is the requested vehicle(s) new or used: <u>New</u>		
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: <u>Compact Truck, 2020 Ford Ranger XLT Crew Cab 4x4</u>		
Mission of the requested vehicle(s): For field use by the Bureau of Corrective Actions Underground Storage Tank program which regulates use, permitting, inspections and operation of underground storage tanks for petroleum and other substances stored at gas stations and other facilities throughout the State of Nevada.		
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If yes, please provide the decision unit number: <u>E713</u> If no, please explain how the vehicles will be funded?
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> <u> </u> Addition(s) <input checked="" type="checkbox"/> <u> </u> Replacement(s)		
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1314? If not, please explain. <u>Yes</u>		
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: 2001 Ford F150 Odometer Reading: 128,560 Type of Vehicle: 4x4 Full Size Truck Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:		Does this request meet the replacement schedule criteria pursuant to SAM 1316? If no, explain why the vehicle is being replaced. <u>Yes</u> If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
<i>Please attach an additional sheet if necessary</i>		
APPOINTING AUTHORITY APPROVAL:		
		<u>11/21/2019</u>
Agency Appointing Authority	Title	Date
BOARD OF EXAMINERS' APPROVAL:		
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase		
Board of Examiners		Date

~ STATE AGENCIES ONLY ~
VEHICLE ORDER JUSTIFICATION SHEET
(This form must accompany requisition)

Agency DCNR / NDEP RX No. _____

Contact Kim Valdez Phone No. 687-9370

Pursuant to NRS 333.340 if an agency is not purchasing from the lowest responsible dealer, the Purchasing Division must notify the dealer with the lowest price for the vehicle type you have requested of the reasons for this purchase.

Please check all that apply below:

Dealer is located in close proximity to the area of vehicle deployment for service, parts and warranty support to the agency

Dealer has historically provided favorable service to the agency concerning cost of ownership issues

Vehicle is compatible with other agency vehicles providing for standardized operation and maintenance including parts management

Vehicle requested is best suited for the purpose to be used

Vehicles of this make have a good cost of ownership record within the agency

_____ If this vehicle does not meet "Smart Way or Smart Way Elite" requirements, agency must provide detailed justification

_____ Other justification

-----State Purchasing use only-----

____ Approved ____ Disapproved by _____ date _____

If disapproved awarded dealer _____

Reason _____

Vehicle Order Information Form

Does this vehicle meet "Smart Way or Smart Way Elite" requirements? If not, agency must fill out Vehicle Order Justification Sheet.

Please print out this page and complete all fields.

Vehicle Item No., Make, Model & No.:	2020 Ford Ranger XLT Crew Cab 4x4		
Dealer Name:	Fallon Ford Toyota		
Delivery Location:	Carson City, Nevada		
Vehicle Colors:	Exterior: Magnetic	Interior: Ebony	<input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)		\$ 32,495.00	\$32,495.00
SPECIFY OPTIONS: (description)			\$151.00
All weather floor liners, protect flooring during extensive field use. Part 17C		\$151.00	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$0.00	\$0.00
Total purchase price with options			\$32,646.00
DMV Title and DRS Fee's		\$29.25	\$29.25
GRAND TOTAL:			\$32,675.25

Registered Owner:	<u>Agency Name & Address:</u> Nevada Division of Environmental Protection Bureau of Corrective Actions 901 S. Stewart Street Suite 3005 Carson City, NV 89701
Legal Owner:	<u>Agency Name & Address:</u> Nevada Division of Environmental Protection Bureau of Corrective Actions 901 S. Stewart Street Suite 3005 Carson City, NV 89701
County Vehicle Based In:	Carson City County
Name & Phone of Person to contact when vehicle is ready for delivery:	Kim Valdez, 775-687-9370 Bureau of Corrective Actions

VIRTC1DP

CNGP530

VEHICLE ORDER CONFIRMATION

11/15/19 15:52:25

==>

Dealer: F72479

Page: 1 of 1

Order No: J874 Priority: B2 Ord FIN: Q5062 Order Type: 5B Price Level: 015

Ord Code: 300A Cust/Flt Name: ENVPROTECT PO Number:

2020 RANGER

R4F RANGER 4X4 C/C \$34635

B4A NET INV FLT OPT RETAIL NC

.126" WHEELBASE

PRICED DORA NC

J7 MAGNETIC

DEST AND DELIV 1195

L PREM CLOTH ST

TOTAL BASE AND OPTIONS 35990

H EBONY INTERIOR

TOTAL 35990

300A EQUIP GRP

THIS IS NOT AN INVOICE

.XLT SERIES

99H .2.3L ECOBOOST NC

44U .10-SPD AUTO TR NC

17C FLR LINER-TRAY 160

153 FRT LICENSE BKT NC

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

F1=Help

F2=Return to Order

F4=Submit F5=Add to Library

F3/F12=Veh Ord Menu

S099 - PRESS F4 TO SUBMIT

QC07758

V1DP0210

2,6

Steve Sisolak
Governor



Susan Brown
Director

Tiffany Greenameyer
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: December 17, 2019
To: Susan Brown, Clerk of the Board
Governor's Finance Office
From: Bridgette Mackey-Garrison, Executive Branch Budget Officer
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

A handwritten signature in blue ink, likely belonging to Bridgette Mackey-Garrison.

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

DEPARTMENT OF CORRECTIONS – PRISON INDUSTRIES RANCH

Agenda Item Write-up:

Pursuant to NRS 334.010, the Department requests approval to purchase one replacement vehicle not to exceed \$65,000.

Additional Information:


This request is to purchase one refrigeration truck to replace the current refrigeration truck that comply with the Vehicle Replacement Policy of SAM 1316.

The 2019 Legislature approved funding in fiscal year 2020 (FY20) of the 20/21 Biennium in the amount of \$65,000 for the purchase of a used bailer for the Prison Industries Ranch (PI) in decision unit E710. Additionally, the 2019 Legislature approved funding in fiscal year 2021 (FY21) of the 20/21 Biennium in the amount of \$65,000 for the purchase of a refrigeration truck, also in decision unit E710 for the PI Ranch.

The PI Ranch has an immediate need for the refrigeration truck in FY20 and can defer the purchase of the bailer until FY21. The current refrigeration truck is used to deliver milk produced at the ranch and needs major repairs to ensure its continued operation.

Statutory Authority:

BOE approval required pursuant to NRS 334.010

REVIEWED: 
ACTION ITEM: _____

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

Southern Administration
3955 W. Russell Rd.
Las Vegas, NV 89118
(702) 486-9906



State of Nevada
Department of Corrections

Steve Sisolak
Governor

Charles Daniels
Director

John Borrowman
Deputy Director
Support Services

Date: December 10, 2019

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

From: Scott J. Ewart, Chief of Fiscal Services *SE*
Department of Corrections

Subject: Prison Industries Vehicle Replacement Requests

The NV Department of Corrections (NDOC), Prison Industries Ranch, is requesting that the enclosed memo and supporting documentation be approved for placement on the January 2020 agenda of the Board of Examiners meeting for consideration by the Board.

The request is seeking approval to purchase one (1) replacement Refrigeration Truck. Funding was approved by the 2019 Legislature and the existing agency vehicle meets the vehicle replacement criteria pursuant to SAM 1316.

Please let me know if you have any questions.

Thank you

Encl: Vehicle Purchase Request
Estimate Kenworth
20-21 L01 Funding Year Exchange
Vehicle Turn In Documentation
Vehicle Insurance Change Request Form

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

Southern Administration
3955 W. Russell Rd.
Las Vegas, NV 89118
(702) 486-9906



**State of Nevada
Department of Corrections**

Steve Sisolak
Governor

Charles Daniels
Director

W.C. Quenga
Deputy Director

To: Susan Brown, Clerk of the Board
Governor's Finance Office

From: Diane Dastal, Chief of Financial Services *edd*
Department of Corrections - Prison Industries

Date: December 10, 2019

Subject: Vehicle Purchase Approval

Pursuant to NRS 334.010, the Department of Corrections Prison Industries Ranch is seeking approval from the Board of Examiners to purchase a refrigeration truck for an amount not to exceed \$65,000 during fiscal year 2020. The truck will be used to deliver milk to customers. Funding was approved in the FY 20-21 biennium budget for budget account 3727, expenditure category 05.

Current Vehicle Information

Vehicle #1 - 1990
Odometer - 218,052
Type of Vehicle - International 4700


Requested Vehicle Information

Vehicle #1 - 2013
Odometer - 101,025
Type of Vehicle - Kenworth T440
Cost - \$65,000

It is totally reasonable to assume a truck like the used 2013 Kenworth T440 would last 500,000 miles or more without any major repairs. I would use the comparison of the buses that move inmates all over the state on a weekly basis and have over 600,000 miles on them that are still serviceable. Heavy duty vehicles are not comparable to light duty passenger vehicles when it comes to life expectancy. All Nevada dealers were given the opportunity to bid through Nevada State Purchasing. The Kenworth is located in Idaho, and the cost will be minimal to transport back to Nevada.

Thank you for your consideration in this matter.

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

Agency Name: Corrections/Ranch	Budget Account #: 3727
Contact Name: Diane Desai	Telephone Number: (702) 498-8995
<p>Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:</p> <p>Number of vehicles requested: 1 Amount of the request: \$25,000.</p> <p>Is the requested vehicle(s) new or used: Used</p> <p>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: Refrigeration Truck</p> <p>Mission of the requested vehicle(s): Deliver milk to customers.</p>	
<p>Were funds legislatively approved for the request?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, please provide the decision unit number: E710</p> <p>If no, please explain how the vehicles will be funded?</p>
<p>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</p> <p><input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> 1 Replacement(s)</p>	
<p>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1314? If not, please explain.</p> <p>Unknown</p>	
<p>Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p>Current Vehicle Information: Vehicle #1 Model Year: 1990 Odometer Reading: 218,052 Type of Vehicle: International 4700</p> <hr/> <p>Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:</p>	<p>Does this request meet the replacement schedule criteria pursuant to SAM 1316? If no, explain why the vehicle is being replaced.</p> <p>Yes</p> <p>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</p>
<p><i>Please attach an additional sheet if necessary</i></p>	
<p>APPOINTING AUTHORITY APPROVAL:</p> <p>  <u>11-18-2019</u> </p> <p> Agency Appointing Authority Deputy Director, Industrial Programs </p> <p> Title Date </p>	
<p>BOARD OF EXAMINERS' APPROVAL:</p> <p><input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase</p> <p>Board of Examiners _____ Date _____</p>	

PROPERTY DISPOSITION REPORT

TO: NEVADA STATE PURCHASING DIVISION
 PROPERTY MANAGEMENT PROGRAM
 515 E MUSSER ST, STE 300
 CARSON CITY, NV 89701
 PH: (775) 684-0192 FAX: (775) 684-0188
 Email completed forms to: sp@admin.nv.gov

FROM: Agency Name: Silver State Industries
 Contact Name: Justin Pope
 Phone: (775) 887-9331 Fax (775) 684-5483
 Property address: 1721 Snyder Ave, Carson City, NV 89701

DISPOSITION OF PROPERTY IS EXCESS, BEYOND REPAIR, LOST/STOLEN OR TRANSFERRED/DONATED
 Must provide a complete description of property including condition, State I.D. # (if applicable) and budget account from which the property was originally purchased. Agency must obtain disposition approval from Nevada State Purchasing Property Management before agency may proceed with disposition.

- EXCESS** to the needs of this department; request pickup by State Purchasing. Point of contact and telephone number must be provided above.
- BEYOND REPAIR: MUST PROVIDE DETAILED EXPLANATION AS TO CONDITION TO RECOMMEND PROPERTY TO BE JUNKED.** Removal of property is at agencies expense; or contact Buildings and Grounds. Remove State ID tag and any State emblems before disposal.
- LOST/MISSING/STOLEN:** The agency head must be notified immediately of lost/missing/stolen items. Please attach a police report or other documentation to describe circumstances. Agency must process a FC document in Advantage noting date of Lost/Missing item(s). Item(s) must remain on agency's inventory for two inventory cycles prior to processing PDR and item(s) being removed.
- DONATION:** Please provide explanation of property condition, name of organization, and proof of organization's tax-exempt status. Agency must obtain a receipt signature from organization receiving property. **AGENCY MUST HAVE PRIOR AUTHORIZATION BEFORE DONATING PROPERTY.** Remove State ID tag and any State emblems before donating.
 Name of Organization for Donation: _____
- STATE I.D. TAG REQUEST:** Duplicate _____ New _____ (Unit Cost ≥ \$5,000)
 If NEW, please provide the agency account coding, cost and backup documents approving the direct purchase; including a copy of the invoice and payment voucher.
 FUND _____ AGENCY _____ ORG _____ ACTIVITY _____ OBJECT _____ APPR UNIT _____
 LOC CODE _____ UNIT COST \$ _____
- TRANSFER:** Transfers between State agencies only; process FC document for Purchasing approval in ADVANTAGE. Maintain PDR for agency records.
 FROM Location: _____ TO Location: _____ Date _____
 Signature of Receiving Agency _____
- OTHER:** Please provide detailed explanation.

REMINDER: REMOVE ALL TAGS PRIOR TO DONATION OR DISPOSAL.

FA Type (N, U or S)	STATE ID #	DESCRIPTION AND CONDITION OF PROPERTY	OFFICE USE ONLY	
			FC (or ED, D or)	Warehouse #
V	V005744	1990 International 4700 Truck Not operable—in extremely poor condition. EX33397		

Diane Dastal
 Signature of Person completing this form

W.C. Quenga
 Signature of Agency Approving Authority

Diane Dastal, ASO II
 Print Name and Title

11/12/19
 Date

W.C. QUENGA - DEPUTY DIRECTOR
 Print Name and Title

11-12-2019
 Date

**NEVADA STATE PURCHASING DIVISION
PROPERTY MANAGEMENT PROGRAM**

VEHICLE/EQUIPMENT TURN-IN DOCUMENT

FOR OFFICE USE ONLY

Control#: _____

BA #: _____

**TO: NEVADA STATE PURCHASING DIVISION
PROPERTY MANAGEMENT PROGRAM
515 E MUSSER ST, STE 300
CARSON CITY, NV 89701
PH: (775) 684-0192 FAX: (775) 684-0188**

**FROM: Agency Name: Silver State Industries
Address: 1721 Snyder Ave, Carson City, NV 89701
Phone: 775-888-8515 Fax: 775-888-8518
Property location: Same
Contact: Justin Pope Phone: 775-887-8331**

PROCEDURES:

1. Titles must be furnished with vehicles and correctly signed off by authorized personnel. Sign agency name exactly as it appears on front of title.
2. Two complete sets of keys to accompany vehicle.
3. All decals, official markings and special equipment (emergency lights, etc.) must be physically removed from vehicle.
4. License plates removed.
5. Upon delivery at the warehouse, vehicle to include five (5) gallons of gas in tank.
6. Notify the Attorney General's office to remove vehicle/equipment from your agency's insurance.
7. Complete all information below regarding the vehicle information, options, additional features and any known defects.

Vehicle Information:

Vehicle Type: Class 7 Truck	Year: 1990
Make: International	Model: 4700
VIN/Serial No.: 1HTSCNENZMF314485	State I.D. No./License No.: EX33397
Engine: 6 cylinder	Odometer: 218,052
Transmission: Automatic	Hours:
Fuel Type: Diesel	Drive Type: Rear wheel drive
Exterior Color: Yellow/white	Interior Color: Brown

Vehicle Options:

- Air Conditioning
- Power Steering
- Power Windows
- Power Door Locks
- Tilt Steering Wheel

- Power Seat
- Dual Power Seat
- Driver Air Bag
- Dual Front Air Bags
- ABS Brakes

- AM/FM Radio
- Cassette
- CD Player
- Cruise Control

Additional Features:

None

Known Defects:

Vehicle is in extremely poor condition. It is not road worthy.

Turned In By: _____

DATE: _____

Agency Approving Authority: *W.C. Quary*

DATE: *11-12-2019*

Received By: _____

DATE: _____

Title Received By: _____

DATE: _____

Title Received By: _____

DATE: _____

Office Use Only:

Warehouse Control No.: _____

Budget Account No.: _____

STATE-OWNED MOTOR VEHICLE INSURANCE CHANGES

Please supply **COMPLETE** information. Changes are prorated and billed/credited at the end of the fiscal year. When adding vehicles, this form should be submitted **AFTER** you obtain the license plate. You have a **30-day grace period** from the time you take possession to insure the vehicle. You will receive an email as confirmation when information has been entered into the system. ***Incomplete forms will be returned to you for completion.***

NOTE:
Please do not notify Risk Management of your auto liability or comprehensive & collision insurance needs. The AG's Office shares this information with Risk Management.

TYPE OR PRINT CLEARLY

Department Corrections Division/Agency Prison Industries
 Agency Contact Person Diane Dastal Phone # (702) 486-9995
 Fax # (702) 486-9908

Vehicle 1

Add Delete Edit (mark change)
Budget Account & Category 372704
 Effective Date (Added or Deleted) _____
 Year 1990 Make (e.g., FORD) International ✓
 Model (F150/F250) 4700 v
 VIN 1HTSCNENZMF314485
 VEHICLE CLASSIFICATION CODE* C7
 Lic. # EX33397 Coverage
L - Liability (mandatory)
CC - Comprehensive & Collision (optional)

Vehicle 2

Add Delete Edit (mark change)
Budget Account & Category _____
 Effective Date (Added or Deleted) _____
 Year _____ Make (e.g., FORD) _____
 Model (F150/F250) _____
 VIN _____
 VEHICLE CLASSIFICATION CODE* _____
 Lic. # _____ Coverage
L - Liability (mandatory)
CC - Comprehensive & Collision (optional)

*Please see page 2 for complete list of vehicle classification codes/descriptions that are eligible for liability and /or comprehensive/collision(APD) coverage.

Vehicle 3

Add Delete Edit (mark change)
Budget Account & Category _____
 Effective Date (Added or Deleted) _____
 Year _____ Make (e.g., FORD) _____
 Model (F150/F250) _____
 VIN _____
 VEHICLE CLASSIFICATION CODE* _____
 Lic. # _____ Coverage
L - Liability (mandatory)
CC - Comprehensive & Collision (optional)

Vehicle 4

Add Delete Edit (mark change)
Budget Account & Category _____
 Effective Date (Added or Deleted) _____
 Year _____ Make (e.g., FORD) _____
 Model (F150/F250) _____
 VIN _____
 VEHICLE CLASSIFICATION CODE* _____
 Lic. # _____ Coverage
L - Liability (mandatory)
CC - Comprehensive & Collision (optional)

*Please see page 2 for complete list of vehicle classification codes/descriptions that are eligible for liability and /or comprehensive/collision(APD) coverage.

Vehicle 5 Add Delete Edit (mark change)

Budget Account & Category _____

Effective Date (Added or Deleted) _____

Year _____ Make (e.g., FORD) _____

Model (F150/F250) _____

VIN _____

VEHICLE CLASSIFICATION CODE* _____

Lic. # _____ Coverage

L - Liability (mandatory)

CC - Comprehensive & Collision (optional)

Vehicle 6 Add Delete Edit (mark change)

Budget Account & Category _____

Effective Date (Added or Deleted) _____

Year _____ Make (e.g., FORD) _____

Model (F150/F250) _____

VIN _____

VEHICLE CLASSIFICATION CODE* _____

Lic. # _____ Coverage

L - Liability (mandatory)

CC - Comprehensive & Collision (optional)

VEHICLE CLASSIFICATION	DESCRIPTION
AV	Sedans
ACV-1	Van - Cargo
AGC	Golf Cart & Utility Carts
AMIV	Mini Van
APV1	Van - Passenger (seating 1-8 people)
APV2	Van - Passenger (seating 9-12 people)
APV3	Van - Passenger (seating 12 people or more)
ASUV	SUV
AT	Trailer <\$25,000
ATV/UTV	ATV's, UTV's, etc. <\$25,000
B2	Bus 2 (seating 12-20 people or more)
B3	**Bus 3 (seating 21-60 people)
B4	**Bus 4 (seating 60 people or more)
C1	Class 1 Truck (<6,001 lbs)
C2	Class 2 Truck (6,001 – 10,000 lbs)
C3	Class 3 Truck (10,001 – 14,000 lbs)
C4	Class 4 Truck (14,001 – 16,000 lbs)
C5	Class 5 Truck (16,001 – 19,500 lbs)
C6	**Class 6 Truck (19,501 – 26,000 lbs)
C7	**Class 7 Truck (26,001 – 33,000 lbs)
C8	**Class 8 Truck (33,001 and greater)
EHFV	**Extra Heavy Fire Vehicle
FEV	**Fire Emergency Vehicle
MC	Motorcycle
PEV	Police Emergency Vehicle

****Bus Class 3/4; Truck Class 6-8 and Fire Vehicles are eligible for liability only. If agency needs physical damage coverage for those units, please contact the Risk Management Division at 775-687-1756 to obtain more information about the State's Supplemental Property Program.**

Return by clicking "Submit Form" below to send by email:

SUBMIT FORM

To return by mail or fax:

Office of the Attorney General
DMV Legal/Tort Claims
555 Wright Way
Carson City, Nevada 89711

775-684-1263 telephone
775-684-4601 facsimile
agfleet@ag.nv.gov

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

Southern Administration
3955 W. Russell Rd.
Las Vegas, NV 89118
(702) 486-9906



State of Nevada
Department of Corrections

Steve Sisolak
Governor

Harold Wickam
Acting Director

W.C. Quenga
*Deputy Director, Prison
Industries*

To: Kristina Shea, Executive Branch Budget Officer,
Governor's Finance Office

From: Diane Dastal, Chief of Financial Services
Department of Corrections - Prison Industries

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

Date: September 24, 2019

Subject: 20-21 Biennium Legislatively Approved Equipment

The 2019 Legislature approved funding in Year 1 of the 20/21 Biennium in the amount of \$65,000 for the purchase of a used Bailer for the PI Ranch, B/A 3727. Additionally, the 2019 Legislature approved funding in Year 2 of the 20/21 Biennium in the amount of \$65,000 for the purchase of a Refrigeration Truck, also for the PI Ranch.

The PI Ranch has an immediate need for the Refrigeration Truck in Year 1 and can defer the purchase of the Bailer until Year 2. The current Refrigeration Truck is used to deliver Milk produced at the Ranch and is in need of major repairs to ensure its continued operation. The PI Ranch has obtained a quote in the amount of \$8,026 to repair the Refrigeration Truck. Initiating the repairs with limited funds this fiscal year when the truck is targeted for replacement next fiscal year, doesn't appear to be fiscally responsible.

Prison Industries is requesting Governor's Finance Office approval to replace the Refrigeration Truck in SFY20 with the funding approved for the Bailer. The Bailer will be replaced in SFY21 with the funding approved for the Refrigeration Truck. This appears to be a reasonable solution since the repairs to the Refrigeration Truck are costly, the truck will be replaced in SFY21, the Bailer purchase can be deferred and both equipment replacements are of the same funding value. The NEBS Equipment Schedule and vehicle repairs quote are attached for your information.

Thank you for your consideration in this matter.

Section A1: Line Item Detail by GL
Budget Account: 3727 NDOC - PRISON RANCH

Item No	Description	Actual Work Program 2017-2018	2018-2019	L01 Year 1 2019-2020	L01 Year 2 2020-2021
E710	EQUIPMENT REPLACEMENT				
	This request funds replacement computers for six positions, bailer, and refrigeration truck. Free staff is on a five-year computer replacement cycle. Twenty percent of the computers are scheduled to be replaced annually. A bailer needs to be replaced before major components fail and the repair cost exceeds the value of a replacement machine. A refrigeration truck is needed to deliver milk to customers. The current one is unreliable and frequently breaks down.				
REVENUE					
2511	BALANCE FORWARD FROM PREVIOUS YEAR	0	0	0	-67,142
	The Ranch's funds are carried forward to fund operations in subsequent years.				
	TOTAL REVENUES FOR DECISION UNIT E710	0	0	0	-67,142
EXPENDITURE					
05	EQUIPMENT				
	Category 05, Equipment, is funded from RGL 4005, Farm Sales. No general funds are used. This category funds equipment for the Ranch.				
8320	USED MAJOR EQUIPMENT >\$5,000	0	0	65,000	65,000
	This adjustment is schedule driven by NEBS and funds equipment purchases for agency operations.				
	TOTAL FOR CATEGORY 05	0	0	65,000	65,000
26	INFORMATION SERVICES				
	Category 26, Information Services, is funded from RGL 3501, Federal Receipts and RGL 4005, Farm Sales. No general funds are used. This category funds information technology services provided by Enterprise Information Technology Services (EITS) for the Ranch.				
7771	COMPUTER SOFTWARE <\$5,000 - A	0	0	330	330
	Replacement computers 20 percent of seven FTE's equals one computer with software each year.				
8371	COMPUTER HARDWARE <\$5,000 - A	0	0	1,812	1,812
	Replacement computers 20 percent of seven FTE's equals one computer with software each year.				
	TOTAL FOR CATEGORY 26	0	0	2,142	2,142
60	RETAINED EARNINGS				
	Category 60, Retained Earnings, is used to record and track reserves. Reserves are the projected amounts of cash remaining at the end of the fiscal year to be used for future obligations of the Ranch.				
9178	RESERVE - BAL FWD TO SUBSEQUENT FY	0	0	-67,142	-134,284
	Adjustments offset to Retained Earnings.				
	TOTAL FOR CATEGORY 60	0	0	-67,142	-134,284
	TOTAL EXPENDITURES FOR DECISION UNIT E710	0	0	0	-67,142
	TOTAL REVENUES FOR BUDGET ACCOUNT 3727	0	0	0	-67,142
	TOTAL EXPENDITURES FOR BUDGET ACCOUNT 3727	0	0	0	-67,142

Steve Sisolak
Governor



Susan Brown
Director

Tiffany Greenameyer
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: December 13, 2019
To: Susan Brown, Clerk of the Board
Governor's Finance Office
From: Bridgette Mackey-Garrison, Executive Branch Budget Officer
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

A handwritten signature in blue ink, likely belonging to Bridgette Mackey-Garrison.

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

DEPARTMENT OF CORRECTIONS – PRISON INDUSTRIES RANCH

Agenda Item Write-up:

Pursuant to NRS 334.010, the department requests approval to purchase two replacement vehicles not to exceed \$8,511.

Additional Information:

This request is to purchase two vehicles to replace current vehicles that comply with the Vehicle Replacement Policy of SAM 1316. The department plans to replace one 1999 Dodge 3500 truck with a 2011 Ford F-150 truck and one 2001 Dodge 3500 truck with a 2013 Ford Utility truck for a total not to exceed \$8,511. Both replacement vehicle acquisitions are from State Purchasing Surplus. The two existing agency vehicles being replaced need frequent repairs. The department plans to fund both replacement vehicles through the cost avoidance of the needed repairs. Repair costs are included in the budgeted amounts for FY20-21 and the department does not require a work program at this time.

Statutory Authority:

BOE approval required pursuant to NRS 334.010

REVIEWED: <u>Jan</u>
ACTION ITEM: _____

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

Southern Administration
3955 W. Russell Rd.
Las Vegas, NV 89118
(702) 486-9906



**State of Nevada
Department of Corrections**

Steve Sisolak
Governor

Harold Wickham
Acting Director

W.C. Quenga
Deputy Director

To: Susan Brown, Clerk of the Board
Governor's Finance Office

From: Diane Dastal, Chief of Financial Services
Department of Corrections - Prison Industries

Date: November 14, 2019

Subject: Vehicle Purchase Approvals

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

Pursuant to NRS 334.010, the Department of Corrections Prison Industries Ranch would like to request a purchase of two replacement vehicles from State Surplus. These two vehicles for budget account 3727 have a total amount not to exceed \$8,511.

Current Vehicle Information

Vehicle #1 – 1999

Odometer – 121,072
Type of Vehicle – Dodge 3500 Truck 4x4

Vehicle #2 – 2001

Odometer – 154,459
Type of Vehicle – Dodge 3500 Truck 4x4

Requested Vehicle Information – State Surplus

Vehicle #1 – 2011

Odometer – 136,637
Type of Vehicle – Ford F-150
Cost - \$4,724.00

Vehicle #2 – 2013

Odometer – 137,570
Type of Vehicle – Ford Utility #13-443
Cost - \$3,787.00

The two existing agency vehicles being replaced are in need of frequent repairs. Purchase costs of the replacement vehicles are minimal, and the costs saved on repairs should more than make up for the purchase. Repair costs are included in the budgeted amounts for FY 20 and FY 21.

Thank you for your consideration in this matter.

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

Southern Administration
3955 W. Russell Rd.
Las Vegas, NV 89118
(702) 486-9906



**State of Nevada
Department of Corrections**


Steve Sisolak
Governor

Harold Wickham
Acting Director

John Borrowman
*Deputy Director
Support Services*

Date: November 14, 2019

To: Kristina Shea, Executive Branch Budget Officer I
Governor's Finance Office

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

Subject: Prison Industries Vehicle Replacement Requests

The NV Department of Corrections (NDOC), Prison Industries Ranch, is requesting that the enclosed memo and supporting documentation be approved for placement on the December 2019 agenda of the Board of Examiners meeting for consideration by the Board.

The request is seeking approval to purchase two replacement vehicles from State Purchasing surplus inventory to replace existing vehicles that meet the vehicle replacement criteria pursuant to SAM 1316.

Please let me know if you have any questions.

Thank you

Encl: NDOC PI Ranch Surplus Vehicle Replacements
PI Ranch Vehicle Replacement Cost Analysis
NDOC PI Ranch Vehicle Turn In Documents
PI Ranch Vehicle Purchases BOE Request
Insurance Fleet Changes Form

Scott Ewart - Quote on vehicles

From: Judy Gates <j.gates@admin.nv.gov>
To: Scott Ewart <sewart@doc.nv.gov>
Date: 11/13/2019 4:30 PM
Subject: Quote on vehicles

Hi Scott,

I received your quote request for the vehicles Bill was interested in. I have provided the pricing below.

Vehicle 2011 F-150 NDOT unit 11-008, State ID 324357 VIN 1FTFW1ET4BKD38672 \$4,724.00
Vehicle 2013 Ford Utility, Unit 13-443, State ID 330120, VIN 1FM5K8AR1DGB28560, \$3,787.00

As for the 3rd vehicle, I am not holding anything for the price of \$500.00. Not sure what it is. Could it be from the Fed Program? I am not aware of any moving from fed to state property. Just let me know any info on it and I will be happy to assist.

Hope this help. Feel free to contact me with any other questions.

Judy Gates
Program Officer, Surplus Programs
Dept. of Administration
Purchasing Division
515 E. Musser Street
Carson City, NV 89701-4263
Phone [\(775\)684-0192](tel:7756840192)
j.gates@admin.nv.gov

PROPERTY DISPOSITION REPORT

TO: NEVADA STATE PURCHASING DIVISION
 PROPERTY MANAGEMENT PROGRAM
 515 E MUSSER ST, STE 300
 CARSON CITY, NV 89701
 PH: (775) 684-0192 FAX: (775) 684-0188
 Email completed forms to: sp@admin.nv.gov

FROM: Agency Name: Prison Industries
 Contact Name: Diane Dastal
 Phone: (702)486-9995 Fax (702)486-9908
 Property address: 1721 Snyder Ave, Carson City, NV 89702

DISPOSITION OF PROPERTY IS EXCESS, BEYOND REPAIR, LOST/STOLEN OR TRANSFERRED/DONATED
 Must provide a complete description of property including condition, State I.D. # (if applicable) and budget account from which the property was originally purchased. **Agency must obtain disposition approval from Nevada State Purchasing Property Management before agency may proceed with disposition.**

- EXCESS** to the needs of this department; request pickup by State Purchasing. Point of contact and telephone number must be provided above.
- BEYOND REPAIR: MUST PROVIDE DETAILED EXPLANATION AS TO CONDITION TO RECOMMEND PROPERTY TO BE JUNKED.** Removal of property is at agency's expense; or contact Buildings and Grounds. Remove State ID# tag and any State emblems before disposal.
- LOST/MISSING/STOLEN:** The agency head must be notified immediately of lost/missing/stolen items. Please attach a police report or other documentation to describe circumstances. Agency must process a FC document in Advantage noting date of Lost/Missing item(s). Item(s) must remain on agency's inventory for two inventory cycles prior to processing PDR and item(s) being removed.
- DONATION:** Please provide explanation of property condition, name of organization, and proof of organization's tax-exempt status. Agency must obtain a receipt signature from organization receiving property. **AGENCY MUST HAVE PRIOR AUTHORIZATION BEFORE DONATING PROPERTY.** Remove State ID# tag and any State emblems before donating.
 Name of Organization for Donation: _____
- STATE I.D. TAG REQUEST:** Duplicate _____ New _____ (Unit Cost ≥ \$5,000)
 If NEW, please provide the agency account coding, cost and backup documents approving the direct purchase, including a copy of the invoice and payment voucher.
 FUND _____ AGENCY _____ ORG _____ ACTIVITY _____ OBJECT _____ APPR UNIT _____
 LOC CODE _____ UNIT COST \$ _____
- TRANSFER:** Transfers between State agencies only; process FC document for Purchasing approval in ADVANTAGE. Maintain PDR for agency records.
 FROM Location: _____ TO Location: _____
 Signature of Receiving Agency _____ Date _____
- OTHER:** Please provide detailed explanation.

REMINDER: REMOVE ALL TAGS PRIOR TO DONATION OR DISPOSAL.

FA Type (#1 or X)	STATE ID #	DETAILED DESCRIPTION AND CONDITION OF PROPERTY	OFFICE USE ONLY	
			IFC or FD/Doc#	Warehouse #
V	V007521	1999 Dodge 3500 Truck, VIN 3B8MF3667XM592277, EX37094		
V	Unknown	2001 Dodge 3500 Truck, VIN 3B8MF366X1M560186, EX56196		
		All of the above vehicles are in need of extensive repairs.		

Diane Dastal
 Signature of Person completing this form

Diane Dastal, ASO II
 Print Name and Title 10/03/19
Date

W.C. Quenga
 Signature of Agency Approving Authority

W.C. Quenga, Deputy Director
 Print Name and Title 10-03-19
Date

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

Agency Name: <u>Corrections/Prison Industries Ranch</u>		Budget Account #: <u>3727</u>	
Contact Name: <u>Diane Daetal</u>		Telephone Number: <u>(702) 486-8995</u>	
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:			
Number of vehicles requested: <u>1</u>		Amount of the request: <u>\$ 4724.⁰⁰</u>	
Is the requested vehicle(s) new or used: <u>Used</u>			
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: <u>Pick up</u>			
Mission of the requested vehicle(s): <u>Ranch vehicle.</u>			
Were funds legislatively approved for the request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If yes, please provide the decision unit number: If no, please explain how the vehicles will be funded? Cost avoidance of current agency vehicle repairs.	
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):			
<input type="checkbox"/> <u> </u> Addition(s) <input checked="" type="checkbox"/> <u> </u> Replacement(s)			
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1314? If not, please explain.			
<u>Unknown</u>			
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: <u>1999</u> Odometer Reading: <u>121,072</u> Type of Vehicle: <u>Dodge 3500 Truck 4x4</u> <small>Dodge 3500 Truck 4x4</small> Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:		Does this request meet the replacement schedule criteria pursuant to SAM 1316? If no, explain why the vehicle is being replaced. <u>Yes</u> If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.	
<i>Please attach an additional sheet if necessary</i>			
APPOINTING AUTHORITY APPROVAL:			
<u>W.C. [Signature]</u>		<u>11-04-2015</u>	
Agency Appointing Authority		Title	Date
BOARD OF EXAMINERS' APPROVAL:			
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase			
Board of Examiners _____		Date _____	

Cost of Ownership Analysis

November 14, 2019

Vehicle #1		
	Surplus 1999 Dodge 3500 Truck 4WD	Replacement Acquisition 2011 Ford F-150 Truck
Vehicle Net Market Value		
Vehicle Purchase Price	\$0	(\$4,724)
2019 Market Value (Source kbb.com)	\$2,485	\$0
Net Vehicle Cash Value	\$2,485	(\$4,724)
Estimated Cost of Known Repairs		
Replace ECM	(\$750)	
Repair/Replace Transmission	(\$2,900)	
Replace Tires	(\$1,200)	
Recover Seat	(\$350)	
Replace Front Driveline	(\$440)	
Replace Batteries	(\$280)	
Replace Bed	(\$3,200)	
Total Repair Estimate	(\$9,120)	\$0
Adjusted Net Vehicle Cash Value (Assume 50% increase to value from repairs)	(\$2,075)	(\$4,724)

Initial 2011 Ford F-150 Truck purchase price is recovered through cost avoidance of 1999 Dodge 3500 Truck repairs.

Estimated Annual Operating Expenses		
Fuel [10,000 miles, \$3.40/gallon, 12 mpg (1999 Dodge) - 16 mpg (2011 Ford)]	(\$2,833)	(\$2,125)
Vehicle Insurance	(\$188)	(\$271)
Total Annual Operating Costs	(\$3,021)	(\$2,396)
Vehicle Annual Cost of Ownership	(\$12,141)	(\$7,120)

NEVADA STATE PURCHASING DIVISION
PROPERTY MANAGEMENT PROGRAM

VEHICLE/EQUIPMENT TURN-IN DOCUMENT

FOR OFFICE USE ONLY

Control#: _____

BA #: _____

TO: NEVADA STATE PURCHASING DIVISION
PROPERTY MANAGEMENT PROGRAM
515 E MUSSER ST, STE 300
CARSON CITY, NV 89701
PH: (775) 684-0192 FAX: (775) 684-0188

FROM: Agency Name: Silver State Industries
Address: 1721 Snyder Ave, Carson City, NV, 89701
Phone: 775-888-8515 Fax 775-888-8518
Property location: Same
Contact: Justin Pope Phone: 775-887-9331

PROCEDURES:

1. Titles must be furnished with vehicles and correctly signed off by authorized personnel. Sign agency name exactly as it appears on front of title.
2. Two complete sets of keys to accompany vehicle.
3. All decals, official markings and special equipment (emergency lights, etc.) must be physically removed from vehicle.
4. License plates removed.
5. Upon delivery at the warehouse, vehicle to include five (5) gallons of gas in tank.
6. Notify the Attorney General's office to remove vehicle/equipment from your agency's insurance.
7. Complete all information below regarding the vehicle information, options, additional features and any known defects.

Vehicle Information:

Vehicle Type: <u>Truck</u>	Year: <u>1999</u>
Make: <u>Dodge</u>	Model: <u>3500</u>
VIN/Serial No.: <u>3B6MF3667XM592277</u>	State I.D. No./License No. <u>EX37094</u>
Engine: <u>6 cyl / 5.9L</u>	Odometer: <u>unknown</u>
Transmission: <u>Automatic</u>	Hours: _____
Fuel Type: <u>Diesel</u>	Drive Type: <u>4x4</u>
Exterior Color: <u>white</u>	Interior Color: <u>gray</u>

Vehicle Options:

- Air Conditioning
- Power Steering
- Power Windows
- Power Door Locks
- Tilt Steering Wheel

- Power Seat
- Dual Power Seat
- Driver Air Bag
- Dual Front Air Bags
- ABS Brakes

- AM/FM Radio
- Cassette
- CD Player
- Cruise Control

Additional Features:

Known Defects:

~~Vehicle is in very poor shape. Needs extensive repairs including engine, transmission, interior, exterior. Does not start and is missing parts.~~

Turned In By: Justin Pope

DATE:

Agency Approving Authority:

W. C. Huang

DATE:

09-24-19

Received By:

DATE:

Title Received By:

DATE:

Title Received By:

DATE:

Office Use Only:

Warehouse Control No.:

Budget Account No.:

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

Agency Name: <u>Corrections/Prison Industries Ranch</u>	Budget Account #: <u>3727</u>
Contact Name: <u>Diane Dastal</u>	Telephone Number: <u>(702) 488-9995</u>
<p>Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:</p> <p>Number of vehicles requested: <u>1</u> Amount of the request: <u>\$3,787.00</u></p> <p>Is the requested vehicle(s) new or used: <u>Used</u></p> <p>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: <u>Pick up</u></p> <p>Mission of the requested vehicle(s): <u>Ranch vehicle.</u></p>	
<p>Were funds legislatively approved for the request?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>If yes, please provide the decision unit number:</p> <p>If no, please explain how the vehicles will be funded? Cost avoidance of current agency vehicle repairs.</p>
<p>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</p> <p><input type="checkbox"/> <u> </u> Addition(s) <input checked="" type="checkbox"/> <u> </u> Replacement(s)</p>	
<p>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1314? If not, please explain.</p> <p>Unknown</p>	
<p>Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p>Current Vehicle Information: Vehicle #1 Model Year: <u>2001</u> Odometer Reading: <u>154,459</u> Type of Vehicle: <u>Dodge 3500 Truck 4x4</u> <small>Dodge 3500 Truck 4x4</small></p> <hr/> <p>Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:</p>	<p>Does this request meet the replacement schedule criteria pursuant to SAM 1316? If no, explain why the vehicle is being replaced.</p> <p>Yes</p> <hr/> <p>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</p>
<p><i>Please attach an additional sheet if necessary</i></p>	
<p>APPOINTING AUTHORITY APPROVAL:</p> <p><u>W. C. Juergs</u> Deputy Director, Industrial Programs <u>11-04-2019</u></p> <p>Agency Appointing Authority Title Date</p>	
<p>BOARD OF EXAMINERS' APPROVAL:</p> <p><input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase</p> <p>Board of Examiners Date</p>	

Cost of Ownership Analysis

November 14, 2019

	Vehicle #2	
	Surplus 2001 Dodge 3500 Truck 4x4	Replacement Acquisition 2013 Ford Truck
Vehicle Net Market Value		
Vehicle Purchase Price	\$0	(\$3,787)
2019 Market Value (Source kbb.com)	\$5,075	\$0
Net Vehicle Cash Value	\$5,075	(\$3,787)
Estimated Cost of Known Repairs		
Replace Tires	(\$1,200)	
Replace L&R Mirrors	(\$680)	
Replace VP44 Injection Pump	(\$2,500)	
Replace broken exhaust pipe	(\$320)	
Replace Batteries	(\$280)	
Replace Bed	(\$3,200)	
Total Repair Estimate	(\$8,180)	\$0
Adjusted Net Vehicle Cash Value (Assume 50% increase to value from repairs)	\$985	(\$3,787)

Initial 2013 Ford F-150 Truck purchase price is recovered through cost avoidance of 2001 Dodge 3500 Truck repairs.

Estimated Annual Operating Expenses		
Fuel [10,000 miles, \$3.40/gallon, 12 mpg (2001 Dodge) - 16 mpg (2013 Ford)]	(\$2,833)	(\$2,125)
Vehicle Insurance	(\$188)	(\$271)
Total Annual Operating Costs	(\$3,021)	(\$2,396)
Vehicle Annual Cost of Ownership	(\$11,201)	(\$6,183)

NEVADA STATE PURCHASING DIVISION
PROPERTY MANAGEMENT PROGRAM

VEHICLE/EQUIPMENT TURN-IN DOCUMENT

FOR OFFICE USE ONLY

Control#: _____

BA #: _____

TO: NEVADA STATE PURCHASING DIVISION
PROPERTY MANAGEMENT PROGRAM
515 E MUSSEY ST, STE 300
CARSON CITY, NV 89701
PH: (775) 684-0192 FAX: (775) 684-0188

FROM: Agency Name: **Silver State Industries**
Address: 1721 Snyder Ave, Carson City, NV, 89701
Phone: 775-888-8516 Fax: 775-888-8518
Property location: Same
Contact: Justin Pope Phone: 775-887-9331

PROCEDURES:

1. Titles must be furnished with vehicles and correctly signed off by authorized personnel. Sign agency name exactly as it appears on front of title.
2. Two complete sets of keys to accompany vehicle.
3. All decals, official markings and special equipment (emergency lights, etc.) must be physically removed from vehicle.
4. License plates removed.
5. Upon delivery at the warehouse, vehicle to include five (5) gallons of gas in tank.
6. Notify the Attorney General's office to remove vehicle/equipment from your agency's insurance.
7. Complete all information below regarding the vehicle information, options, additional features and any known defects.

Vehicle Information:

Vehicle Type: <u>Truck</u>	Year: <u>2001</u>
Make: <u>Dodge</u>	Model: <u>3500</u>
VIN/Serial No.: <u>3B6MF366X1M560188</u>	State I.D. No./License No.: <u>EX59196</u>
Engine: <u>6 cyl / 5.9L</u>	Odometer: <u>unknown</u>
Transmission: <u>Automatic</u>	Hours: _____
Fuel Type: <u>Diesel</u>	Drive Type: <u>4x4</u>
Exterior Color: <u>white and yellow</u>	Interior Color: <u>gray</u>

Vehicle Options:

- Air Conditioning
- Power Steering
- Power Windows
- Power Door Locks
- Tilt Steering Wheel

- Power Seat
- Dual Power Seat
- Driver Air Bag
- Dual Front Air Bags
- ABS Brakes

- AM/FM Radio
- Cassette
- CD Player
- Cruise Control

Additional Features:

Known Defects:

~~Vehicle is in very poor shape. Needs extensive repairs including engine, transmission, interior, exterior. Does not start and is missing parts.~~

Turned In By: Justin Pope

DATE:

Agency Approving Authority:

W. C. Querry

DATE:

09-24-19

Received By:

DATE:

Title Received By:

DATE:

Title Received By:

DATE:

Office Use Only:

Warehouse Control No.:

Budget Account No.:



**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: December 20, 2019
To: Susan Brown, Clerk of the Board
Governor's Finance Office
From: Michele Lynn, Executive Branch Budget Officer *ML*
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 WILDLIFE

Agenda Item Write-up:

Pursuant to NRS 334.010, the Department requests approval to purchase three new vehicles not to exceed \$94,170.

Additional Information:

The Department received vehicle funding of \$107,319 in work program C47890 which was approved as the December 2019 meeting of the Interim Finance Committee.

Statutory Authority:

NRS 334.010

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

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

Agency Name: Wildlife	Budget Account #: 4465
Contact Name: Liz O'Brien	Telephone Number: 775-688-1982
<p>Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:</p> <p>Number of vehicles requested: <u>2</u> Amount of the request: <u>\$29,879.00</u> \$59,758.00 (12)</p> <p>Is the requested vehicle(s) new or used: <u>New</u></p> <p>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: _____</p> <p>Mission of the requested vehicle(s):</p>	
<p>Were funds legislatively approved for the request?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>If yes, please provide the decision unit number:</p> <p>If no, please explain how the vehicles will be funded? December IFC work program C47890, to be paid with federal funds</p>
<p>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</p> <p><input checked="" type="checkbox"/> <u>2</u> Addition(s) <input type="checkbox"/> Replacement(s)</p>	
<p>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1314? If not, please explain.</p> <p>Yes</p>	
<p>Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p>Current Vehicle Information: Vehicle #1 Model Year: _____ Odometer Reading: _____ Type of Vehicle: _____</p> <p>Vehicle #2 Model Year: _____ Odometer Reading: _____ Type of Vehicle: _____</p> <p><i>Please attach an additional sheet if necessary</i></p>	<p>Does this request meet the replacement schedule criteria pursuant to SAM 1316? If no, explain why the vehicle is being replaced.</p> <p>Yes _____</p> <p>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</p>
<p>APPOINTING AUTHORITY APPROVAL:</p> <p><u>Liz O'Brien</u> <u>Deputy Director</u> <u>12-9-19</u> Agency Appointing Authority Title Date</p>	
<p>BOARD OF EXAMINERS' APPROVAL:</p> <p><input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase</p> <p>_____ Board of Examiners Date</p>	

Vehicle Order Information Form

Does this vehicle meet "Smart Way or Smart Way Elite" requirements? If not, agency must fill out Vehicle Order Justification Sheet.

Please print out this page and complete all fields.

Vehicle Item No., Make, Model & No.:	2.7 – Truck ½ Ton; Full Size; Crew Cab; Short Bed		
Dealer Name:	Champion Chevrolet		
Delivery Location:	Las Vegas, Nevada		
Vehicle Colors:	Exterior: Silver Ice Metallic	Interior: Jet Black	Cloth Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	2	\$ 24,648.00	\$ 49,296.00
SPECIFY OPTIONS: (description)			\$ 10,462.00
Bedliner, Spray In	2	\$ 545.00	
Deep Tint Glass	2	\$ 176.00	
Four Wheel Drive (4x4)	2	\$ 2,482.00	
Integrated Trailer Brake Controller	2	\$ 242.00	
Keyless Entry w/Fob	2	\$ 514.00	
Keys, Two Additional (4 Total)	2	\$ 95.00	
Power Seat (Driver Side)	2	\$ 290.00	
Rear Window Defogger	2	\$ 207.00	
Skid Plate	2	\$ 132.00	
Tires, All Terrain	2	\$ 200.00	
Trailer Tow Package	2	\$ 348.00	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$	
Total purchase price with options	2		\$ 59,758.00

DMV Title and DRS Fee's	2	\$29.25	\$ 58.50
GRAND TOTAL:			\$ 59,816.50

Registered Owner:	Agency Name & Address: Nevada Department of Wildlife 6980 Sierra Center Parkway, Suite 120 Reno, Nevada 89511
Legal Owner:	Agency Name & Address: Nevada Department of Wildlife 6980 Sierra Center Parkway, Suite 120 Reno, Nevada 89511
County Vehicle Based In:	Clark County
Name & Phone of Person to contact when vehicle is ready for delivery:	

STANDARD PAGE – BID 99SWC-S490 FLEET VEHICLES

DEALER NAME - *Champion Chevrolet*

Vehicle Item Number: *2.7 - Truck 1/2 Ton; Full Size; Crew Cab; Short Bed*

Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
<i>2020 Chevrolet Silverado - CC10543</i>	<i>\$24,348.00</i>	<i>\$24,648.00</i>
State vehicle miles per gallon (MPG): <i>16 CITY / 21 HIGHWAY</i>		
Manufactures Suggested Retail Price(MSRP): <i>\$36,375.00</i>		
State manufactures warranty: <i>3 YR or 36k Miles Bumper to Bumper & 5 YR or 100k Miles Powertrain</i>		
Specify standard engine size and emission rating: <i>4.3L ECOTEC3 V-6</i> <i>Federal Emission</i>		
Includes Minimum Standard Equipment Listed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If no, state exceptions:		
<i>AM/FM STEREO W/ BLUETOOTH STREAMING CD PLAYER - Not Available</i>		
Exterior Color: List available colors:		
<i>Havanah Metallic, Red Hot, Satin Steel Metallic, Northsky Blue Metallic, Silver Ice Metallic, Summit White, Black, Shadow Gray Metallic</i>		
Seats, Cloth: List available colors:		
<i>Jet Black</i>		
GVW: 6800		WHEELBASE: 147.43

ITEMIZED OPTION PAGE ~ BID 99SWC-S490 FLEET VEHICLES

DEALER NAME - *Champion Chevrolet*

Vehicle Item Number: 2.7 - Truck 1/2 Ton; Full Size; Crew Cab; Short Bed

		DEDUCT AMOUNT
ABS Brake System	\$ STD	\$- N/A
Air Conditioning	\$ STD	\$- N/A
Backup Camera	\$ STD	\$- N/A
Bedliner, Spray In	\$545.00	\$- N/A
Bluetooth for Phone	\$ STD	\$- N/A
Cruise Control	\$ INCL	-\$198.00
Deep Tint Glass	\$176.00	\$- N/A
Engine, Alt Size 5.3L Ecotec V-8	\$1,328.00	\$- N/A
Engine, Alt Size 5.3L Ecotec V-8 (E85 FlexFuel)	\$1,428.00	\$- N/A
Engine Block Heater	\$88.00	\$- N/A
Four Wheel Drive (4x4)	\$2,482.00	\$- N/A
Electronic Transfer Case(Requires 4x4)	\$ STD	\$- N/A
Integrated Trailer Brake Controller(Req Tow Pack)	\$242.00	\$- N/A
Keyless Entry w/Fob (Includes Power Mirrors)	\$514.00	\$- N/A
Keys, Two Additional(4 Total)	\$95.00	\$- N/A
Locking Rear Differential	\$348.00	\$- N/A
Paint, Metallic	\$STD	\$- N/A
Power Mirrors (Includes Keyless Entry w/Fob)	\$514.00	\$- N/A
Power Locks	\$STD	\$- N/A
Power Seat(Driver Side)(Requires Power Windows)	\$290.00	\$- N/A
Power Windows	\$STD	\$- N/A
Radio;AM/FM Stereo,CD Player	\$- N/A	\$- N/A
Rear Window Defogger	\$207.00	\$- N/A
Seats, Vinyl Vinyl Colors: Jet Black	\$ Avail @ no extra charge	\$- N/A
Skid Plate	\$132.00	\$- N/A
Steps, 4" Black Round	\$750.00	\$- N/A
Tilt Steering	\$STD	\$- N/A
Tire, Spare, Full Size	\$STD	\$- N/A
Tires, All Terrain	\$200.00	\$- N/A
Trailer Tow Package (Incl 7 & 4 pin connectors)	\$348.00	\$- N/A
Upfit Switches Bank of 5 (Shipped Loose)	\$150.00	\$- N/A

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 375.00 flat.

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

Agency Name: Wildlife	Budget Account #: 4465
Contact Name: Liz O'Brien	Telephone Number: 775-688-1982
<p>Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:</p> <p>Number of vehicles requested: 1 Amount of the request: \$34,441.25 <u>\$34,412</u> <i>cm</i></p> <p>Is the requested vehicle(s) new or used: New</p> <p>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</p> <p>Mission of the requested vehicle(s):</p>	
<p>Were funds legislatively approved for the request?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>If yes, please provide the decision unit number:</p> <p>If no, please explain how the vehicles will be funded? December IFC work program C47890, to be paid with federal funds</p>
<p>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</p> <p><input checked="" type="checkbox"/> 1 Addition(s) <input type="checkbox"/> Replacement(s)</p>	
<p>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1314? If not, please explain.</p> <p>Yes</p>	
<p>Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p>Current Vehicle Information: Vehicle #1 Model Year: Odometer Reading: Type of Vehicle:</p> <p>Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:</p> <p><i>Please attach an additional sheet if necessary</i></p>	<p>Does this request meet the replacement schedule criteria pursuant to SAM 1316? If no, explain why the vehicle is being replaced.</p> <p>Yes _____</p> <p>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</p>
<p>APPOINTING AUTHORITY APPROVAL:</p> <p><u>Liz O'Brien</u> <u>Deputy Director</u> <u>12-9-19</u> Agency Appointing Authority Title Date</p>	
<p>BOARD OF EXAMINERS' APPROVAL:</p> <p><input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase</p> <p>_____ Board of Examiners Date</p>	

Vehicle Order Information Form

Does this vehicle meet "Smart Way or Smart Way Elite" requirements? If not, agency must fill out Vehicle Order Justification Sheet.

Please print out this page and complete all fields.

Vehicle Item No., Make, Model & No.:	2.13 – Truck ¾ Ton; Full Size; Crew Cab; Short Bed		
Dealer Name:	Champion Chevrolet		
Delivery Location:	Las Vegas, Nevada		
Vehicle Colors:	Exterior: Silver Ice Metallic	Interior: Jet Black	Cloth Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 28,515.00	\$ 28,515.00
SPECIFY OPTIONS: (description)			\$ 5,897.00
Bedliner, Spray In	1	\$ 545.00	
Deep Tint Glass	1	\$ 176.00	
Four Wheel Drive	1	\$ 2,174.00	
Heavy Duty Alternator (Gas)	1	\$ 132.00	
Integrated Trailer Brake Controller (Gas)	1	\$ 242.00	
Keyless Entry w/Fob	1	\$ 571.00	
Keys, Two Additional (4 Total)	1	\$ 95.00	
Power Mirrors	1	\$ 571.00	
Power Seat (Driver Side)	1	\$ 290.00	
Rear Window Defogger	1	\$ 198.00	
Skid Plate	1	\$ 132.00	
Tires, All Terrain	1	\$ 200.00	
Trailer Tow Mirrors-Power	1	\$ 571.00	

DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$	\$
Total purchase price with options	1		\$ 34,412.00
DMV Title and DRS Fee's	1	\$ 29.25	\$ 29.25
GRAND TOTAL:			\$ 34,441.25

Registered Owner:	Agency Name & Address: Nevada Department of Wildlife 6980 Sierra Center Parkway, Suite 120 Reno, Nevada 89511
Legal Owner:	Agency Name & Address: Nevada Department of Wildlife 6980 Sierra Center Parkway, Suite 120 Reno, Nevada 89511
County Vehicle Based In:	Clark County
Name & Phone of Person to contact when vehicle is ready for delivery:	

STANDARD PAGE ~ BID 99SWC-S490 FLEET VEHICLES

DEALER NAME - *Champion Chevrolet*

Vehicle Item Number: *2.13 - Truck 3/4 Ton; Full Size; Crew Cab; Short Bed*

Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
<i>2020 Chevrolet Silverado - CC20743</i>	<i>\$28,215.00</i>	<i>\$28,515.00</i>
State vehicle miles per gallon (MPG): <i>NOT RATED</i>		
Manufactures Suggested Retail Price(MSRP): <i>\$ 40,075.00</i>		
State manufactures warranty: <i>3 YR or 36k Miles Bumper to Bumper & 5 YR or 100k Miles Powertrain</i>		
Specify standard engine size and emission rating: <i>6.6L V-8 Gas</i> Federal Emission		
Includes Minimum Standard Equipment Listed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No if no, state exceptions:		
<i>AM/FM STEREO W/ BLUETOOTH STREAMING CD PLAYER - Not Available</i>		
Exterior Color: List available colors:		
<i>Red Hot, Northsky Blue Metallic, Silver Ice Metallic, Summit White, Black, Shadow Gray Metallic, Oxford Brown Metallic</i>		
Seats, Cloth: List available colors:		
<i>Jet Black</i>		
GVW: <i>10,150(GAS) 10,800(DIESEL)</i>		WHEELBASE: <i>158.94</i>

OPTION PACKAGE PAGE ~BID 99SWC-S490 FLEET VEHICLES

DEALER NAME - *Champion Chevrolet*

Vehicle Item Number: *2.13 - Truck 3/4 Ton; Full Size; Crew Cab; Short Bed*

Option Package Name/Code: *1LT* (Requires 2WD) \$2,776.00 (Requires 4WD) \$2,748.00

List Equipment Features Below:

*17" Machined Aluminum Wheels, Chrome Front/Rear Bumper, Chrome Grille,
Power Mirrors, Power Windows, Remote Keyless Entry, Deep Tint Glass(Except front Windows),
Premium Cloth, Driver Side Lumbar Control, Carpeted Floor, Rubber Floor Mats, Leather Wrapped Steering Wheel,
8" Touch Screen Display, Steering Wheel Audio Controls, Onstar*

ITEMIZED OPTION PAGE - BID 99SWC-S490 FLEET VEHICLES

DEALER NAME - *Champion Chevrolet*

Vehicle Item Number: 2.13 - Truck 3/4 Ton; Full Size; Crew Cab; Short Bed

		DEDUCT AMOUNT
ABS Brake System	\$ STD	\$- N/A
Air Conditioning	\$ STD	\$- N/A
Backup Camera	\$ STD	\$- N/A
Battery, Auxiliary (Req HD Alternator)	\$135(Std on Diesel)	\$- N/A
Bedliner, Spray In	\$545.00	\$- N/A
Bluetooth for Phone	\$ STD	\$- N/A
Cruise Control	\$ STD	\$- N/A
Deep Tint Glass	\$176.00	\$- N/A
Engine, Alt Size 6.6L V-8 Dmax Diesel(Req Trailer Brake)	\$8,954.00	\$- N/A
Engine Block Heater	\$88.00(Std on Diesel)	\$- N/A
Four Wheel Drive	\$2,174.00	\$- N/A
Electronic Transfer Case(Requires 4x4)	\$ STD	\$- N/A
Heavy Duty Alternator	\$132(Gas) \$335(Diesel)	\$- N/A
Integrated Trailer Brake Controller(Req Power Mirrors)	\$242 (Gas) Req on Diesel	\$- N/A
Keyless Entry w/Fob (Includes Power Mirrors)	\$571.00	\$- N/A
Keys, Two Additional(4 Total)	\$95.00	\$- N/A
Locking Rear Differential	\$ STD	\$- N/A
Paint, Metallic	\$ STD	\$- N/A
Power Mirrors (Includes Keyless Entry w/Fob)	\$571.00	\$- N/A
Power Locks	\$STD	\$- N/A
Power Seat(Driver Side)(Requires Keyless Entry)	\$290.00	\$- N/A
Power Windows	\$ STD	\$- N/A
Radio; AM/FM Stereo, CD Player (Incl My Link/Bluetooth)	\$- N/A	\$- N/A
Rear Window Defogger	\$198.00	\$- N/A
Seats, Vinyl Vinyl Colors: Jet Black	\$ Avail @ no extra charge	\$- N/A
Skid Plate	\$132.00	\$- N/A
Steps, 4" Black Round	\$750.00	\$- N/A
Tilt Steering	\$STD	\$- N/A
Tire, Spare, Full Size	\$STD	\$- N/A
Tires, All Terrain	\$200.00	\$- N/A
Trailer Tow Mirrors (Not avail with Power Mirrors)	\$ STD	\$- N/A
Trailer Tow Mirrors-Power (Requires Power Mirrors)	\$571.00	\$- N/A
Trailer Tow Package (Incl 7 & 4 pin connectors)	\$ STD	\$- N/A
Upfit Switches Bank of 5 (Shipped Loose)	\$150.00	\$- N/A

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 400.00 flat.


Steve Sisolak
Governor

Susan Brown
Director



STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division

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

Date: December 18, 2019
To: Susan Brown, Clerk of the Board
Governor's Finance Office
From: Shauna Tilley, 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.

DEPARTMENT OF ADMINISTRATION – PURCHASING DIVISION

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division requests authority to contract with former employee Nikki Hovden to perform fiscal and administrative duties on a part-time basis to various agencies as needed, through Master Service Agreement #18404 with HAT Limited Partnership, doing business as Manpower.

Additional Information:

Ms. Hovden retired from the Governor's Finance Office on February 23, 2019. Her skills can be utilized by multiple state agencies to assist with workload or complete short-term projects, including fiscal duties, budget building, and support for the 2021 Legislature.

Statutory Authority:

NRS 333.705 (1)

REVIEWED: 
ACTION ITEM: _____

Steve Sisolak
Governor



Peter Long
Interim Director

Robin Hager
Deputy Director

Kevin D. Doty
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Purchasing Division

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

December 9, 2019

RECEIVED

DEC - 9 2019

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

MEMORANDUM

To: Shauna Tilley

From: Annette Morfin, Purchasing Officer *AM*

Subject: CETS Contract 18404 – HAT LTD Partnership dba Manpower
RFP 3296 – Temporary Employment Services

Please find attached a copy of the "Authorization to Contract with a Former Employee" for Nikki Hovden who Manpower wants to hire. Manpower is aware Nikki Hovden would not be able to start with them until approval of the January BOE.

Nikki Hovden recently left state service and is collecting benefits from PERS.

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



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Purchasing Division

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

Authorization to Contract with a Former Employee

Employee Information			
Former Employee Name:	Nikki Hovden		
Former Employee ID Number:	004609		
Former Job Title:	Executive Branch Budget Officer 2		
Former Employee Agency:	Governor's Finance Office – Budget Division		
Former Class and Grade:	Class:	7.634	Grade: 43
Former Employment Dates:	From:	11/13/1989	To: 2/22/2019
Contracting Agency:	Manpower		

Please mark which of the following applies and complete Sections 'A' through 'M' below:	
X	Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee.
	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.
A	<p>Summarize scope of contract work.</p> <p>Contractor will provide support related to work programs, contracts, budget building, caseload, and special projects as assigned.</p>
B	<p>Document former job description.</p> <p>Ms. Hovden was responsible for collaborating with executive branch agencies to produce the Governor's Executive Budget as well as reviewing and analyzing executive budgets in the interim including funding and rational for work programs and contracts. She was the team lead for the DHHS team.</p>
C	<p>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 timeframe for the transfer?</p> <p>N/A</p>
D	<p>Explain why existing State employees within your agency cannot perform this function.</p> <p>The Contractor will be used as needed to reduce backlog, reduce overtime, or for special projects that require additional assistance for a short period of time.</p>

E	<p>Document if the individual overseeing or establishing the contract is related to the contractor. If so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.</p> <p>N/A</p>
F	<p>List contractors' hourly rate.</p> <p>31.91 – 55.12 depending on the rate negotiated with the contracting agency.</p>
G	<p>List the range of comparable State employee rates.</p> <p>31.91 – 55.12 (Executive Branch Budget Officer I and II, Administrative Services Officer 4)</p>
H	<p>Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent (10%). Additionally, has the contract term been limited as a result?</p> <p>n/a</p>
I	<p>Document justification for hiring contractor.</p> <p>The contractor is needed for various jobs at multiple state agencies to help with specialized projects, reduce backlog, or reduce overtime.</p>
J	<p>Will the employee be collecting PERS at any time during the contract?</p> <p>Yes</p>
K	<p>What is the duration of the contract with the former employee? (Include start and end date)</p> <p>1/14/2020 – 2/26/2021</p>
L	<p>Will the former employee be working full time or part time? If part time, how many hours?</p> <p>Part-time. The number of hours will be negotiated with each contracting agency depending on the need.</p>
M	<p>Is the former employee currently serving on any Boards or Commissions? If yes, identify which Board(s) or Commission(s).</p> <p>No.</p>

Comments – Provide any additional comments:

Approval for Authorization to Contract with a Former Employee:

Kevin D. Doty 12/9/19
Contracting Agency Head's Signature Date

Sharon Taylor 12/18/19
Budget Analyst Signature Date

Clerk of the Board of Examiners Signature Date

Steve Sisolak
Governor



Susan Brown
Director

Tiffany Greenameyer
Deputy Director

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

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

Date: December 13, 2019
To: Susan Brown, Clerk of the Board
Governor's Finance Office
From: Bridgette Mackey-Garrison, 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 CORRECTIONS – PRISON MEDICAL CARE

Agenda Item Write-up:

Pursuant to NRS 332.195, the Department requests approval to utilize an amended State of Nevada – Public Employees' Benefits Program (PEBP) contract with AON Consulting, Inc. to perform a clinical utilization review audit of inmate medical services.

Additional Information:

The Department was directed in the 2019 Legislative Session to perform a clinical utilization review audit of inmate medical services.

The Department does not have the technical expertise to perform this audit. For that reason, the department is requesting approval to enter into this existing agreement with AON Consulting, Inc. through the existing Joinder Agreement with the State of Nevada contract with PEBP. State Purchasing through RFP 3211, selected AON Consulting, Inc. as the least costly and most responsive vendor.

Statutory Authority:

BOE approval required pursuant to NRS 332.195

REVIEWED: _____

ACTION ITEM: _____

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

Southern Administration
3955 W. Russell Rd.
Las Vegas, NV 89118
(702) 486-9906



**State of Nevada
Department of Corrections**


Steve Sisolak
Governor

Harold Wickham
Acting Director

John Borrowman
*Deputy Director
Support Services*

MEMORANDUM

TO: Kristina Shea, Executive Branch Budget Officer,
Governor's Finance Office

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

DATE: October 3, 2019

SUBJECT: AON Consulting, Inc. Joinder with PEBP

The Nevada Department of Corrections was directed in the last Legislative Session to perform a clinical utilization review audit of inmate medical services.

The department does not have the technical expertise to perform this audit. For that reason the department is requesting approval to enter into this existing agreement with AON Consulting, Inc. through the existing Joinder Agreement with the State of Nevada contract with PEBP.

State Purchasing through RFP 3211, selected AON Consulting, Inc. as the least costly and most responsive vendor.

The Department is respectfully requesting approval to enter into this Joinder Agreement for the purposes of performing this clinical utilization review audit.

Should you have any questions, please contact me at (775) 887-3210 or by email at sewart@doc.nv.gov.

Thank you.

State of Nevada, Purchasing Division Joinder Checklist

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

2. State/entity that released RFP (verify it was procured the same as Nevada law requires)
 - a. Original issuing government entity: PEBP (State Purchasing Released)
 - b. Awarded vendor: AON Consulting, Inc
 - c. Does the RFP have joinder language? Yes No
 - d. Did the entity advertise in the newspaper? Yes No
 - e. Does the scope of work fit your needs? Yes No
 - f. Was it competitively bid? Yes No
 - g. Are there any federal requirements that need to be in RFP? Yes No

3. Get copies of
 - a. Vendor's submitted technical proposal Yes No
 - b. Vendor's submitted cost proposal Yes No
 - c. Executed contract between entity and vendor and any negotiated items Yes No
 - i. Any amendments to contract Yes No
 - d. Awarded vendor's permission to piggy back Yes No

4. Review
 - a. Vendor technical proposal Yes No
 - b. Vendor cost proposal Yes No
 - c. Insurance Yes No
 - d. Determine if it fits agency 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 dates Yes No
 - b. Vendor is not on debar list https://www.sam.gov/ On 08/16/2019 Yes No
 - c. Vendor registered with NevadaEPro Completed by agency - VEN9911* Yes No
 - d. Vendor registered with Nevada Secretary of State's Office Yes No
 - e. Insurance requirements meet Nevada's schedule from Risk Yes No
 - f. Does Nevada need a deliverable schedule (attach to contract) Yes No

6. Additional Nevada/agency specific forms
 - a. Business Associate Addendum? * 08/14/19 Agency advised to work with Risk Management regarding insurance requirements* Yes No
 - b. Other forms: _____ Yes No

*** Prior to requesting Purchasing approval, please ensure you have all necessary documentation. ***

Purchasing Administrator approval Kevin D. Doty 8/19/19
Signature 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: **22462**

Agency Name: **DEPARTMENT OF CORRECTIONS**
Agency Code: **440**
Appropriation Unit: **3706-04**
Is budget authority available?: **Yes**
If "No" please explain: **Not Applicable**

Legal Entity Name: **AON Consulting, Inc.**
Contractor Name: **AON Consulting, Inc.**
Address: **29695 Network Place**
City/State/Zip: **Chicago, IL 60673-1296**
Contact/Phone: **Stephanie Messier 303-782-3315**
Vendor No.: **T27003387**
NV Business ID: **NV19921026511**

To what State Fiscal Year(s) will the contract be charged? **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	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **440**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/08/2019**
Anticipated BOE meeting date **11/2019**

Retroactive? **Yes**

If "Yes", please explain

After months of review, this contract form was proposed on October 3rd, requiring additional review and BOE review. The travel and audit preparations had already been scheduled for October 8th and would cost excessive cancellation fees. This audit had already been postponed for months due to contract negotiations and this retroactive request was made to avoid additional contract costs.

3. Termination Date: **06/30/2020**
Contract term: **266 days**

4. Type of contract: **Other (include description): Joinder**
Contract description: **Clinical UR Audit**

5. Purpose of contract:

This is a new contract to provide ongoing Clinical Utilization Review audit services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,460.00**
Other basis for payment: 3706 CAT 04 \$35,000.00 for audit services (to be paid in 2 equal monthly installments of \$17,500) :
\$5,460 estimated travel and lodging costs for on-site audit services

II. JUSTIFICATION

7. What conditions require that this work be done?

Legislature approved this funding as part of an audit recommendation.

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

The NDOC does not have staff trained to perform this work. No other State agency provides 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?

RFP 3211 was managed by State Purchasing

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contract / RFP #3211 with PEBP has been in effect since July 1, 2016. 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 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	amonro1	10/04/2019 15:47:38 PM
Division Approval	sewart	10/07/2019 09:19:13 AM
Department Approval	sewart	10/07/2019 09:19:17 AM
Contract Manager Approval	aroma2	11/20/2019 11:30:15 AM
Budget Analyst Approval	Pending	

For Purchasing Use Only: RFP/Contract # 3211 GB CETS #

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between the State of Nevada
Acting by and Through Its

Public Employees' Benefits Program

901 South Stewart Street, Suite 1001
Carson City, NV 89701

Contact: Megan Sloan

Phone: (775) 684-7020 Fax: (775) 684-7028

Email: msloan@peb.state.nv.us

And

Aon Consulting, Inc.

707 Wilshire Blvd.

Los Angeles, CA 90017

Contact: Kirby Bosley

Phone: (213) 630-2903 Fax: (847) 953-7487

Email: kirby.bosley@aonhewitt.com

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

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

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

1. **REQUIRED APPROVAL.** This 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. "Independent Contractor" – means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - C. "Fiscal Year" – is defined as the period beginning July 1st and ending June 30th of the following year.
 - D. "Current State Employee" – means a person who is an employee of an agency of the State.
 - E. "Former State Employee" – means a person who was an employee of any agency of the State at any time within the preceding 24 months.
3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval (anticipated to be July 12, 2015).

Effective from:	July 1, 2016	To:	June 30, 2022
-----------------	--------------	-----	---------------

4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, posted prepaid on the date posted, and addressed to the other party at the address specified above.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	STATE SOLICITATION OR RFP #:3211 and AMENDMENT(S) # 01
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	BUSINESS ASSOCIATE AGREEMENT
ATTACHMENT DD:	CONTRACTOR'S RESPONSE

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

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	As invoiced
Total Contract Not to Exceed:	\$3,500,000.00

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 first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.
9. **INSPECTION & AUDIT.**
- A. **Books and Records.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with *advanced notice provided to Contractor* 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. *The timing, duration, scope, manner, and, if necessary, any related fees for such audit will be mutually agreed upon in advance. The items reviewed during this on site audit are asserted by Contractor to be Contractor's proprietary and confidential information and to the extent that the State can do so in good faith shall be protected by the State as such. The State shall have a right to defense and indemnification in the event of an action against the State due to compliance with this subsection.*

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

10. CONTRACT TERMINATION.

- A. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the state Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason for the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
- 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. Termination upon declared default or breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this 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. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that the Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Liability of both parties under this Contract shall not be subject to *indirect, special, or* punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. The State's liability under this Contract 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 liability shall not exceed one hundred and fifty percent (150%) of the Contract maximum "not to exceed" value; provided such limitation shall not apply to a claim to the extent it is within the limits of required coverage set forth in attachment BB. Without regard to the limitation in the previous sentence, there will be no limitation for direct damages arising from (a) Contractor's willful, fraudulent or criminal misconduct, (b) bodily injury, including death, or damage to personal or real property, (c) infringement of third party intellectual property rights by Contractor, or (d) breach of the confidentiality provisions set forth herein.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION.** To the fullest extent permitted by law and subject to the limitations contained in Section 12, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.
15. **INDEPENDENT CONTRACTOR.** Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the state whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the state; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all

coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work, relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

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

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

The Contractor shall not commence work before:

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

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

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

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

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the

insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

- 1) **Additional Insured:** 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, and shall provide, at a minimum, evidence of blanket endorsements.
- 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 the 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 may contain deductibles or self-insured retentions. Any deductibles or self-insured retentions must be disclosed and accepted by the Risk Management Division. Such acceptance will not be unreasonably withheld upon Contractor demonstration of financial capacity to carry said deductibles. Such deductibles or self-insured retentions shall not relieve Contractor from the obligation to pay any loss or claim for which Contractor is responsible under this Contract. Payment of deductibles and self-insured retentions shall be the sole responsibility of the Contractor.*
- 5) **Policy Cancellation:** Except for ten (10) days notice for non-payment of premiums, Contractor shall provide notice to the State if any insurance policy is to 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. *Failure by Contractor to provide timely notice of cancellation or maintain required coverages shall be a breach and, unless curable pursuant to Section 10D of this Contract, may be a basis for a default termination under Section 10C of this Contract.*
- 6) **Approved Insurer:** Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VIII" 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) **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.

- 3) **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 review any required insurance policy to assure compliance with these requirements. Review will take place according to reasonable conditions agreed upon by State and Contractor to safeguard the confidentiality of the terms of the policy.*
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 services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.
18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) (*collectively "Deliverables"*) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark, or copyright protection. *To the extent any Deliverables contain Contractor's proprietary concepts, ideas, methods, methodologies, procedures, processes, know-how and techniques, templates, software systems, user interfaces, general purpose consulting and software tools, websites, and benefit administration systems (collectively "Contractor Information"), subject to the terms of this Contract, Contractor hereby grants to State a perpetual, paid-up, royalty-free, nonexclusive license to use such Contractor Information solely for the State's internal use in connection with the Deliverables. Contractor shall designate the part of any Deliverable that constitutes "Contractor Information", and anything not so designated shall be deemed to not be Contractor Information."*
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. *Notwithstanding the foregoing, the State acknowledges and agrees that Contractor may use the State's confidential information in combination with other data, including the disclosure of such information to third*

parties, provided that no such State confidential information is identifiable as coming from or belonging to the State, and no person is identifiable in such confidential information.

24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract:
- A. Contractor certifies, by signing this Contract, that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 51 F.R. 6370, and any relevant program-specific regulations, as currently updated. 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 there under contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- A. Any federal, State, county or local agency, legislature, commission, council or board;
 - B. Any federal, State, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, State, county or local agency; legislature, commission, council or board.
26. **WARRANTIES.**
- A. 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.
 - B. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER STATE EMPLOYEES.** Contractor has disclosed to the State all persons that the Contractor will utilize to perform services under this Contract who are Current State Employees or Former State Employees. Contractor will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this Contract without first notifying the Contracting Agency of the identity of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's obligations under this Contract to irrevocably assign to the State, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of

State of Nevada or federal antitrust laws in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
31. **OFAC COMPLIANCE.** *This Contract is subject to OFAC compliance (i.e. the laws and regulations enforced by the United States Office of Foreign Assets Control and each party's compliance policies related thereto). Since Contractor can be held accountable under such laws and regulations in connection with its provision of the Services, the State confirms that it will not require Contractor to act or forbear in violation of these laws and regulations.*
32. **PUBLICITY.** *Contractor may include the State on Contractor's customer lists, proposals and other communications not intended for general distribution.*
33. **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.

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



5/9/2016

Independent Contractor's Signature

Date

VP - Legal

Independent Contractor's Title

Signature

Date

Title

Date

Title



Damon Haycock

5/19/16

Date

PEBP EXECUTIVE OFFICER

Title



Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On:

7/12/16

Date

Approved as to form by:

On:

17 May 16

Date

Deputy Attorney General for Attorney General

ATTACHMENT BB
INSURANCE SCHEDULE

ATTACHMENT BB
INSURANCE SCHEDULE 3211

INDEMNIFICATION CLAUSE:

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

INSURANCE REQUIREMENTS:

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

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

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

1. **Commercial General Liability – Occurrence Form**

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

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

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

2. **Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

B. ADDITIONAL INSURANCE REQUIREMENTS: The commercial General Liability and Auto Liability policies shall include, or be endorsed to include, the following provisions:

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

C. NOTICE OF CANCELLATION: Contractor shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(Megan Sloan, 901 S. Stewart St, Carson City, Nevada 89701)**.

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

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

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or

prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.


All certificates and endorsements required by this Contract shall be sent directly to **(Megan Sloan, 901 S. Stewart St, Carson City, Nevada 89701)**. The State project/contract number and project description shall be noted on the certificate of insurance.

- F. **SUBCONTRACTORS:** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

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

Signature: 
Vendor Signature

Title VP - Legal Date 5-9-16

Signature: 
Agency Signature

Title Executive Officer Date 5/19/16

ATTACHMENT CC
BUSINESS ASSOCIATE ADDENDUM

RFP 3211
Attachment CC

N e v a d a PUBLIC EMPLOYEES' BENEFITS PROGRAM



Business Associate Agreement

By and Between

State of Nevada

on its own behalf and on behalf of the

Public Employees' Benefits Program (PEBP)

and

Aon Consulting, Inc.

Business Associate Agreement

This Business Associate Agreement (“Agreement”) is effective July 1, 2016 and made by and between the State of Nevada, acting by and through its **Public Employees’ Benefits Program** (together “PEBP” or “Covered Entity”), and **Aon Consulting, Inc.** (“Business Associate”) (collectively, the “Parties”). This Business Associate Agreement shall replace any prior Business Associate Agreement the Parties had entered into previously. Terms appearing below in the “Witnesseth” section with initial upper case letters shall have the respective meanings assigned to them in this introductory paragraph or in Section 1.02 of this Agreement, as applicable.

WITNESSETH:

WHEREAS, Business Associate has previously entered into an arrangement with the State of Nevada PEBP and/or the Covered Entity to provide Services to or on behalf of the Covered Entity;

WHEREAS, the Parties acknowledge and agree that in providing Services to or on behalf of the Covered Entity, Business Associate will create, receive, use, maintain, access, transmit, or disclose Protected Health Information;

WHEREAS, the Parties intend to enter into this Agreement to address the requirements of HIPAA, HITECH, the Privacy Rule, the Security Rule, the Breach Notification Standards, and the Enforcement Rule (as they may be amended from time to time) as they apply to “business associates,” including the establishment of permitted and required uses and disclosures (and appropriate limitations and conditions on such uses and disclosures) of Protected Health Information by Business Associate that is created or received in the course of performing Services on behalf of the Covered Entity; and

WHEREAS, the objective of this Agreement is to provide the State of Nevada and the Covered Entity with reasonable assurances that Business Associate will appropriately safeguard the Protected Health Information that it creates or receives in the course of providing Services to the Covered Entity;

NOW, THEREFORE, in connection with Business Associate’s creation, receipt, use or disclosure of Protected Health Information and in consideration for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I **Definitions**

- 1.01 General Definitions.** All terms appearing in this Agreement with initial upper case letters that are not otherwise defined in this Agreement shall have the same meaning as that provided for the respective terms in 45 C.F.R. §§ 160.103, 160.102, 160.401, 164.103, 164.304, 164.402, and 164.501. To the extent that there are any conflicts between the meanings assigned to the respective terms in this Agreement and HIPAA, the HIPAA meanings shall control for purposes of this Agreement.
- 1.02 Specific Definitions.** For purposes of this Agreement, the following terms shall have the indicated meanings whenever the term appears with initial upper case letters in this Agreement:
- (a) **“Business Associate”** shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and in reference to the party to this Agreement, shall mean Aon Consulting, Inc.
 - (b) **“Breach”** shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by HIPAA or 45 C.F.R. Part 164, Subpart E which compromises the security or privacy of the Protected Health Information unless such acquisition, access, use or disclosure is otherwise excluded under 45 C.F.R. § 164.402(1). For purposes of this Agreement, an acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by HIPAA or 45 C.F.R. Part 164, Subpart E is presumed to be a breach unless the Business Associate demonstrates that there is a low probability that the Protected Health Information has been compromised based on the Business Associate’s risk assessment of at least the following factors: (i) the nature and extent of the Protected Health Information involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used the Protected Health Information or to whom the disclosure was made; (iii) whether the Protected Health Information was actually acquired or viewed; and (iv) the extent to which the risk to the Protected Health Information has been mitigated.
 - (c) **“Breach Notification Standards”** shall mean the standards for notification of a breach of unsecured Protected Health Information by covered entities and business associates at 45 C.F.R. Parts 160 and 164, Subparts A and D.
 - (d) **“Contract”** shall mean the original fully executed contract between the Covered Entity and the Business Associate dated July 1, 2016 and all subsequent amendments, where applicable.
 - (e) **“Covered Entity”** shall mean the State of Nevada Public Employees Benefits Program (PEBP).

- (f) **“Data Aggregation”** shall mean, with respect to Protected Health Information created or received by the Business Associate in its capacity as the Business Associate of the Covered Entity, the combining of such Protected Health Information by the Business Associate with the Protected Health Information received by the Business Associate in its capacity as business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective entities and is within the meaning of 45 C.F.R. 164.501.
- (g) **“Designated Record Set”** shall mean a group of records maintained by or for the State of Nevada and/or the Covered Entity within the meaning of 45 C.F.R. § 164.501 that consists of: (i) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (ii) records that are used, in whole or in part, by or for the State of Nevada and/or the Covered Entity to make decisions about Individuals.
- For purposes of this Section 1.02(g), the term “record” means any item, collection or grouping of information that includes Protected Health Information and is maintained, collected, used or disseminated by or for the Covered Entity.
- (h) **“Enforcement Rule”** means the Enforcement Provisions at 45 C.F.R. Part 160.
- (i) **“HHS-Approved Technology”** shall mean, with respect to data in motion, the encryption guidelines in Federal Information Processing Standard 140-2. For data at rest, HHS-Approved Technology shall mean the encryption guidelines in National Institutes of Standards and Technology (NIST) Special Publication 800-111. With respect to the destruction of data containing Protected Health Information, an HHS-Approved Technology requires the destruction of the media on which the Protected Health Information is stored such that, for paper, film or other hard copy media, destruction requires shredding or otherwise destroying the media so that Protected Health Information cannot be read or reconstructed; for electronic media, destruction requires that the data be cleared, purged or destroyed consistent with NIST Special Publication 800-88 such that the information cannot be retrieved. HHS-Approved Technology may be updated from time to time based on guidance from the Secretary of HHS.
- (j) **“HIPAA”** shall mean the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191.
- (k) **“HITECH”** shall mean the Health Information Technology for Economic and Clinical Health Act, Pub. L. 111-5.

- (l) **“Individual”** shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- (m) **“Privacy Rule”** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
- (n) **“Protected Health Information”** shall mean individually identifiable health information that is transmitted by electronic media (within the meaning of 45 C.F.R. § 160.103), maintained in electronic media, or maintained or transmitted in any form or medium including, without limitation, all information (including demographic, medical, and financial information), data, documentation, and materials that are created or received by Business Associate from or on behalf of the Covered Entity in connection with the performance of Services, and relates to:
 - (A) The past, present or future physical or mental health or condition of an Individual;
 - (B) The provision of health care to an Individual; or
 - (C) The past, present or future payment for the provision of health care to an Individual;

and that identifies or could reasonably be used to identify an Individual and shall otherwise have the meaning given to such term under the Privacy Rule including, but not limited to, 45 C.F.R. § 160.103. Protected Health Information does not include health information that has been de-identified in accordance with the standards for de-identification provided for in the Privacy Rule including, but not limited to, 45 C.F.R. § 164.514, or Individually Identifiable Health Information (i) in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) in records described at 20 U.S.C. 1232g(a)(4)(B)(iv); (iii) in employment records held by a Covered Entity in its role as employer; and (iv) regarding a person who has been deceased for more than 50 years.

- (o) **“Required By Law”** shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- (p) **“Secretary”** shall mean the Secretary of the United States Department of Health and Human Services (“HHS”) or the Secretary’s designee.
- (q) **“Secured Protected Health Information”** shall mean Protected Health Information to the extent that the information is protected by using an HHS-Approved Technology identified by HHS for rendering Protected Health

Information unusable, unreadable or indecipherable to unauthorized individuals.

- (r) **“Security Rule”** shall mean the Security Standards at 45 C.F.R. Part 160, Part 162, and Part 164.
- (s) **“Services”** shall mean the functions, activities or services to be provided to the State of Nevada and/or the Covered Entity under the terms of an arrangement between the State of Nevada and/or the Covered Entity and Business Associate.
- (t) **“Subcontractor”** shall mean a person to whom Business Associate delegates a function, activity, or service other than in the capacity of a member of the workforce of Business Associate.
- (u) **“Unsecured Protected Health Information”** shall mean Protected Health Information that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of an HHS-Approved Technology.

ARTICLE II

Obligations and Activities of Business Associate

- 2.01 Non-Disclosure of Protected Health Information.** Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this Agreement, the Contract, as Required By Law, or as directed by Covered Entity.
- 2.02 Safeguards.** Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement or the Privacy Rule. Business Associate agrees to implement administrative, physical, and technical safeguards that satisfy the standards set forth in the Security Rule at 45 C.F.R. 164.308, 164.310, and 164.312, along with policies and procedures, that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains accesses or transmits on behalf of the Covered Entity. Business Associate agrees to adopt and apply such safeguards, policies and procedures to the electronic Protected Health Information to the same extent that such electronic Protected Health Information would have to be safeguarded if created, received, maintained, accessed, or transmitted by the Covered Entity. Business Associate shall also use Secured Protected Health Information in connection with the performance of Services under this Agreement to the extent possible wherever feasible.

- 2.03 Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate relating to a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- 2.04 Reporting of Violations.** Subject to Section 2.05, Business Associate agrees to report to the State of Nevada and the Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement within thirty (30) days of such disclosure or Business Associate's knowledge of such disclosure. Business Associate agrees to report to the State of Nevada and the Covered Entity any security incident (within the meaning of 45 C.F.R. § 164.304) of which Business Associate becomes aware. Notwithstanding the foregoing, security incidents shall not include, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Covered Entity's Protected Health Information.
- 2.05 Breach of Unsecured Protected Health Information.** To the extent that the Business Associate knows or has reason to know (within the meaning of 45 C.F.R. 164.410(a)(2)) that there has been a Breach or suspected Breach of Unsecured Protected Health Information, the Business Associate is required to identify the Individual whose Unsecured Protected Health Information has been acquired, accessed, used or disclosed and to notify the Covered Entity of such Breach without unreasonable delay, but no later than five (5) business days after discovery of the Breach. Upon discovering the Breach, the Business Associate is required to identify and communicate to the Covered Entity (a) the nature and extent of the Protected Health Information involved, including the types of identifiers and the likelihood of re-identification; (b) the title of the unauthorized person who used the Protected Health Information or to whom the information was impermissibly disclosed; (c) whether the Protected Health Information was actually acquired or viewed; and (d) the extent to which the risk to the Protected Health Information has been mitigated.
- 2.06 Notice of a Breach of Unsecured Protected Health Information.** In the event of a Breach involving Unsecured Protected Health Information, the Business Associate, with the prior written approval of the Covered Entity, will notify the affected Individuals without unreasonable delay, but no later than sixty (60) days after discovery of the Breach ("notice date"). The notice will include (a) a brief description of the incident, (b) the date the Breach occurred, (c) the date the Breach was discovered, (d) the type of Protected Health Information involved, (e) steps the Individual should take to protect him/herself from potential harm resulting from the Breach, (f) a brief description of steps the Covered Entity has taken to investigate, mitigate losses and protect against further Breaches, and (g)

contact information for Individuals to ask questions, including a toll-free number, e-mail address, website or postal address. To the extent that the Breach involves more than 500 residents of a single state or jurisdiction, the Business Associate shall provide to Covered Entity, no later than the notice date, the information necessary for the Covered Entity to prepare the notice to media outlets as set forth in 45 C.F.R. § 164.406. To the extent that the Breach involves 500 or more Individuals, the Business Associate shall provide to the Covered Entity, no later than the notice date, the information necessary for the Covered Entity to prepare the notice to the Secretary of HHS, as set forth in 45 C.F.R. § 164.408. To the extent that the Breach involves less than 500 Individuals, the Business Associate shall maintain a log of such Breaches and provide such log to the Covered Entity for submission to HHS. The Breach log shall be provided by Business Associate to the Covered Entity on an annual basis, not later than forty-five (45) days after the end of the calendar year.

- 2.07 Audits.** Business Associate shall permit the State of Nevada and the Covered Entity the right to audit as described in Section 9 of the Contract between the Parties dated July 1, 2016.
- 2.08 Agents and Contractors.** Business Associate agrees to ensure that any Business Associate agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the State of Nevada and/or the Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate also agrees to ensure that any Business Associate employee or agent, including any subcontractor to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the State of Nevada and/or the Covered Entity agrees to implement reasonable and appropriate safeguards to protect such Protected Health Information. Business Associate, the State of Nevada, and the Covered Entity agree that the Business Associate is not the agent of the Covered Entity or the State of Nevada at any time under this Agreement.
- 2.09 Sanctions.** Business Associate agrees to apply appropriate sanctions against any Business Associate employee or agent, including a subcontractor, with access to Individuals' Protected Health Information who fails to comply with the terms of the Contract or the Business Associate's health information privacy policies and procedures.
- 2.10 Amendment of Protected Health Information.** Business Associate agrees to make appropriate amendments to Protected Health Information in a Designated Record Set that either the Covered Entity or an Individual requests pursuant to procedures established under 45 C.F.R. § 164.526. To the extent Business Associate is requested by an Individual to amend his or her Protected Health

Information, Business Associate shall communicate its approval or denial of such request to the Individual pursuant to procedures to be mutually agreed upon in advance by the Parties.

- 2.11 Disclosure of Internal Practices, Books, and Records.** Business Associate agrees to make internal practices, books, and records (including policies and procedures) relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of the State of Nevada or the Covered Entity, available to the Secretary, in a time and manner mutually agreed to by the Parties or designated by the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
- 2.12 Access to Protected Health Information.** To the extent that either the Covered Entity or an Individual requests to inspect or obtain a copy of Protected Health Information (as provided for in 45 C.F.R. § 164.524) that may be in the possession or control of the Business Associate or its agents or subcontractors, or that exists in a Designated Record Set, Business Associate shall respond within thirty (30) days of its receipt of the request by Business Associate, provided that compliance with the request would not result in a violation of HIPAA or the Privacy Rule.
- 2.13 Documentation of Disclosures.** Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. At a minimum, such documentation shall include: (i) the date of each disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of the Protected Health Information disclosed; (iv) the disclosures of Protected Health Information that occurred during the six-year period prior to the date of the request for an accounting (or any shorter period of time requested by the Individual) and that are otherwise subject to the accounting requirement in 45 C.F.R. § 164.528; (v) a brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure or, if applicable, in lieu of such a statement, a copy of the Individual's authorization and a copy of the written request for disclosure; and (vi) the form and format (electronic or paper) of such disclosure.
- 2.14 Accounting for Disclosures.** Business Associate agrees to provide to the Covered Entity or an Individual, in a time and manner mutually determined by the Parties, information collected in accordance with Section 2.13 of this Agreement so as to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, provided, however, that to the extent that the Business

Associate uses or maintains an electronic health record (within the meaning of 42 U.S.C. 17921) with respect to Protected Health Information, Business Associate shall provide such accounting to the Individual (or, upon the request of the Covered Entity, to the Covered Entity for delivery to the Individual) of the disclosures required for the three-year period immediately preceding the date on which the accounting is requested. The accounting of disclosures through electronic health records shall not be required earlier than the earliest applicable date established by the Secretary of HHS.

- 2.15 Facilitate the Exercise of Privacy Rights.** Business Associate agrees to establish procedures that allow Individuals to exercise their rights under the Privacy Rule, including the right to (i) inspect and obtain copies of records and documents within the possession or control of the Business Associate that contain the Individual's Protected Health Information; (ii) request amendments to their Protected Health Information; (iii) receive an accounting of disclosures of their Protected Health Information by Business Associate; (iv) request restrictions on the use or disclosure of Protected Health Information; and (v) receive communications regarding Protected Health Information at alternative locations or by alternative means.
- 2.16 No Waiver of Rights.** Business Associate agrees to not require Individuals to waive their health information privacy rights as a condition for treatment, payment or enrollment in the Covered Entity, or eligibility for its benefits.
- 2.17 Responses to Subpoenas.** In the event that Business Associate receives a subpoena, discovery request or other lawful process, with or without an order from a court or administrative tribunal, arising out of or in connection with the Covered Entity or this Agreement including, but not limited to, any use or disclosure of Protected Health Information or any failure in Business Associate's health data security measures, Business Associate shall fully comply with the notice and protective action obligations set forth in 45 C.F.R. § 164.512(e) in accordance with Business Associate's standard policy and procedures regarding subpoenas, discovery requests, and other lawful processes which shall be communicated to the Covered Entity upon request.
- 2.18 Electronic Transactions.** To the extent required under HIPAA (including the Standards for Electronic Transactions at 45 C.F.R. Parts 160 and 162), Business Associate agrees to use or conduct, in whole or part, standard transactions and utilize code sets or identifiers under the Privacy Rule for or on behalf of the State of Nevada or the Covered Entity as detailed under the Privacy Rule or HIPAA (including the Standards for Electronic Transactions at 45 C.F.R. Parts 160 and 162). Business Associate shall also require any subcontractor or agent to also comply with such electronic transaction requirements under HIPAA (including the Standards for Electronic Transactions at 45 C.F.R. Parts 160 and 162).

- 2.19 Security Standards.** Business Associate acknowledges that it may need to issue and change procedures from time to time to improve electronic data and file security, and agrees that such measures shall be at least as stringent as may be required by the Privacy Rule or the Security Rule, as applicable. To the extent feasible, Business Associate shall establish policies and procedures that use appropriate safeguards including, but not limited to, complying with 45 C.F.R. Part 164 Subpart C with respect to electronic Protected Health Information so as to prevent access, use or disclosure of Protected Health Information other than as provided for by this Agreement.
- 2.20 Disclosures to Designated Plan Sponsor Representatives.** The State of Nevada shall identify for Business Associate, in writing, certain the State of Nevada employees who are authorized to discuss Protected Health Information with Business Associate in connection with an Individual's claim for benefits from the Covered Entity. To the extent that Business Associate is contacted by any such designated the State of Nevada representative in connection with an Individual's claim for benefits from the Covered Entity, Business Associate shall treat such inquiry as relating to "treatment, payment or healthcare operations" within the meaning of the Privacy Rule and shall provide the information permitted under such Privacy Rule.
- 2.21 Notice of Privacy Practices.** Covered Entity shall prepare and distribute a notice of privacy practices as required by the Privacy Rule. If Business Associate maintains a web site on behalf of the State of Nevada or the Covered Entity that provides information about the Covered Entity's participant services or benefits, Business Associate shall make the notice of privacy practices available electronically through the web site and shall make certain that the notice of privacy practices is prominently posted on the web site. Notwithstanding the foregoing, following the Covered Entity's revision to the Notice of Privacy Practices, the Business Associate shall prominently post the change or revised Notice on its web site by the effective date of any material change to the Notice. At the request of Covered Entity, the Business Associate shall provide the revised Notice or information about the material change and how to obtain the revised Notice, in its next annual mailing to Individuals then covered by the Covered Entity.

ARTICLE III

Permitted Uses and Disclosures By Business Associate

- 3.01 General Uses and Disclosures.** Except as otherwise limited by this Agreement, Business Associate agrees to create, receive, maintain, access, use or disclose Protected Health Information only in a manner that is consistent with this Agreement, the Privacy Rule and the Security Rule, and only in connection with providing Services to the State of Nevada and/or the Covered Entity, provided

that such creation, receipt, maintenance, access, use or disclosure would not violate the Privacy Rule or Security Rule if done by the Covered Entity, or the minimum necessary requirements of HIPAA. Covered Entity shall limit its disclosures of Protected Health Information to Business Associate to the minimum necessary to accomplish the Services, and Business Associate shall limit its access, use and disclosure of Protected Health Information to any Subcontractor or other third party to the minimum necessary to accomplish the Services.

- 3.02 Use and Disclosure for Treatment, Payment and Health Care Operations.** In providing Services, Business Associate shall be permitted to use and disclose Protected Health Information for purposes of “treatment, payment and health care operations” in accordance with the Privacy Rule, including, but not limited to, using or disclosing Protected Health Information (i) to investigate, pay, audit and otherwise administer and facilitate the payment of health plan claims; (ii) to enroll or disenroll participants and beneficiaries in and/or confirm or deny participant and beneficiary eligibility for participation in the Covered Entity; and (iii) to coordinate the payment of benefits from the Covered Entity when a participant or beneficiary is enrolled in another health plan which provides similar benefits, provided, however, that any communication by Business Associate that is about a product or service and that encourages recipients of the communication to purchase or use the product or service shall not be considered a health care operation for purposes of 45 C.F.R. Part 164, subpart E, unless the communication is made in accordance with 45 C.F.R. § 164.501 and is approved in writing by Covered Entity.
- 3.03 Use and Disclosure for Public Health, Health Oversight and Law Enforcement Purposes.** In providing Services, Business Associate shall be permitted to use and disclose Protected Health Information, in accordance with the Privacy Rule, (i) to provide needed information to government agencies engaged in public health, health oversight, law enforcement, and otherwise as Required by Law; and (ii) to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).
- 3.04 Use for Management and Administration of Business Associate.** Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate (defined as those uses arising in the ordinary course of its business and as is customary in its industry) or to carry out the legal responsibilities of the Business Associate. Any such use shall be in accordance with the uses and disclosures permitted by the Privacy Rule.
- 3.05 Disclosure for Management and Administration of Business Associate.** Except as otherwise limited in this Agreement, Business Associate may disclose

Protected Health Information for the proper management and administration of the Business Associate provided that the disclosures are Required by Law, or Business Associate (i) obtains the prior written approval of the Covered Entity for such use or disclosure, and (ii) obtains reasonable assurances from the person to whom the information is to be disclosed that (A) the information shall remain confidential, (B) the information shall be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and (C) the person shall notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.06 Use for Data Aggregation Services. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services relating to the health care operations of the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B). Business Associate is authorized to use and disclose Protected Health Information to de-identify the information in accordance with 45 C.F.R. 164. 514(b).

3.07 Prohibition on the Marketing or Sale of Electronic Health Records or Protected Health Information. Except as provided in this Agreement or otherwise excepted under HIPAA, Business Associate shall not directly or indirectly receive remuneration from or on behalf of the recipient of the Protected Health Information in exchange for the marketing (within the meaning of 45 C.F.R. 164.501) or sale (within the meaning of 45 C.F.R. 164.501) of any Protected Health Information of an Individual unless the Covered Entity or Business Associate has received a valid authorization (within the meaning of 45 C.F.R. § 164.508(a)(4)) from the Individual that includes a statement that the disclosure will result in remuneration to the Covered Entity or Business Associate.

ARTICLE IV **Obligations of the Covered Entity**

4.01 Obligations to Notify Business Associate.

- (a) **Limitations in Notice of Privacy Practices.** Covered Entity shall notify Business Associate of any limitations in the Covered Entity's notice of privacy practices provided in accordance with the requirements of 45 C.F.R. § 164.520, to the extent such limitations may affect Business Associate's use or disclosure of Protected Health Information.
- (b) **Changes in Permission by Individual for Use or Disclosure.** Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information,

if and to the extent that such changes affect Business Associate's use or disclosure of Protected Health Information.

- (c) **Agreements to Restrict Use or Disclosure.** Covered Entity shall notify Business Associate of any restrictions on the use or disclosure of Protected Health Information or a request for confidential communication that the Covered Entity has agreed to pursuant to and in accordance with the requirements of 45 C.F.R. § 164.522, or shall direct Individuals to make any such request directly to Business Associate if and to the extent that such restriction or request may affect Business Associate's use or disclosure of Protected Health Information.

- 4.02 **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or Security Rule if done by the Covered Entity, except that the Covered Entity may request that Business Associate perform Data Aggregation services pursuant to the provisions of Section 3.06 of this Agreement.

ARTICLE V Term and Termination

- 5.01 **Term.** This Agreement shall be effective upon execution by the Parties and shall terminate when all of the Protected Health Information provided by the Covered Entity to Business Associate, or created or received by Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity or, if it is infeasible to return or destroy Protected Health Information, protections shall be extended to such information, in accordance with the termination provisions in this Article V.
- 5.02 **Termination for Cause.** Upon either party's knowledge of a material breach of this Agreement by the other party, the non-breaching party shall either (i) provide an opportunity for the breaching party to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time agreed to by the Parties; or (ii) immediately terminate this Agreement if a cure is not possible.
- 5.03 **Effect of Termination.**
- (a) **Return or Destruction of Protected Health Information.** Except as provided in Section 5.03(b) of this Agreement, upon termination of this Agreement for any reason Business Associate shall return or destroy (in accordance with the HHS-Approved Technology) all Protected Health Information received from the Covered Entity, or created or received by

Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) **Extension of Protections for Retained Protected Health Information.** In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible, since Business Associate must retain that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. The obligations of the Business Associate under this Agreement shall survive termination of this Agreement and the Contract with respect to that Protected Health Information that Business Associate is unable to return or destroy. With respect to the Protected Health Information that the Business Associate is unable to return or destroy, or Protected Health Information that the Business Associate may continue to access, Business Associate agrees that the Indemnification provision identified in Section 14 of the Contract between the Covered Entity and the Business Associate dated June 10, 2008 shall survive termination of this Agreement and the Contract.

ARTICLE VI Miscellaneous

- 6.01 Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section in the respective regulations, as amended and in effect at the relevant time.
- 6.02 Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time in order for the Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule, and HIPAA. All references to "C.F.R." are to the Code of Federal Regulations as amended and in effect at the relevant time.
- 6.03 Survival.** The respective rights and obligations of Business Associate under Article VI of this Agreement shall survive the termination of this Agreement.

6.04 Interpretation.

- (a) **Ambiguity.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy Rule or the Security Rule, as applicable.
- (b) **Inconsistency.** In the event of an inconsistency between the provisions of this Agreement and the Privacy Rule or the Security Rule, as may be amended from time to time, as a result of interpretations by HHS, a court or another regulatory agency with authority over the Parties, the interpretation of HHS, such other court or regulatory agency shall prevail.
- (c) **Non-Mandatory Provisions.** In the event provisions of this Agreement are not the same as those mandated by the Privacy Rule or the Security Rule, but are nonetheless permitted by the Privacy Rule or the Security Rule, the provisions of this Agreement shall control.

6.05 Complete Integration. This Agreement constitutes the entire agreement between the Parties with respect to HIPAA, the Privacy Rule, and the Security Rule, and supersedes all prior negotiations, discussions, representations or proposals, whether oral or written, unless expressly incorporated herein, related to the subject matter of the Agreement. Unless expressly provided otherwise herein, this Agreement may not be modified unless in writing signed by the duly authorized representatives of the Parties.

6.06 Severability. If any provision or part of this Agreement is found to be invalid, the remaining provisions of this Agreement shall remain in full force and effect.

6.07 No Third-Party Beneficiaries. Except as expressly provided for in the Privacy Rule, the Security Rule, and the Agreement, there are no third-party beneficiaries to this Agreement. Business Associate's obligations, unless expressly noted herein, are only to the State of Nevada and the Covered Entity.


6.08 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the State of Nevada, the Covered Entity, and Business Associate. However, this Agreement is not assignable by any Party without the prior written consent of the other Parties, which shall not be unreasonably withheld, except that (i) Business Associate, the Covered Entity, and the State of Nevada may assign or transfer this Agreement to any entity owned or under common control with Business Associate, the Covered Entity or the State of Nevada, respectively; and (ii) this Agreement shall automatically be assigned to any entity to which the agreement for provision of Services is properly assigned.

- 6.09 Confidentiality.** Except as otherwise provided for in the Privacy Rule, the Security Rule, or this Agreement, no Party shall disclose the terms of this Agreement to any third party without the remaining Party's written consent.
- 6.10 Counterparts.** This Agreement may be executed in two or more counterparts, each of which may be deemed an original.
- 6.11 Applicable Laws.** Business Associate represents and warrants that it shall comply with all applicable laws and regulatory requirements in the performance of this Agreement. The Parties agree to enter into good faith discussions aimed at amending this Agreement from time to time to comply with the requirements of HIPAA, the Privacy Rule, the Standards for Electronic Transactions at 45 C.F.R. Parts 160 and 162, the Security Rule, and related regulations and technical pronouncements, provided, however, that Business Associate shall also be responsible for complying with any state privacy or data security rules that are not contrary (within the meaning of 45 C.F.R. § 160.202) to HIPAA, the Privacy Rule, the Security Rule and related regulations and technical pronouncements and, to the extent applicable, that are more stringent (within the meaning of 45 C.F.R. §§ 160.202 and 160.203(b)) than a standard, requirement or implementation specification adopted under 45 C.F.R. Part 164.
- 6.12 Governing Law.** This Agreement shall be governed by and construed in accordance with the same internal laws governing the Services provided to the State of Nevada or the Covered Entity by Business Associate.
- 6.13 Applicability to Separate Covered Entities.** If, and to the extent that this Agreement applies to two or more separate "covered entities" (as defined in the Privacy Rule), the provisions of this Agreement regarding the permitted and required uses and disclosures (and limitations and conditions on such uses and disclosures) of Protected Health Information shall apply separately and independently to each such "covered entity", except to the extent otherwise agreed to by the Parties.
- 6.14 Indemnification.** The Indemnification provision identified in Section 14 of the Contract between the Covered Entity and the Business Associate dated July 1, 2016 shall apply to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS.

Aon Consulting, Inc.

By: 
Signature
Print Name: Brian M. Fern
Title: VP-Legal
Date: May 9, 2016

**State of Nevada on behalf of the
Public Employees Benefits Program (PEBP)**

By: 
Signature
Print Name: Damon Hancock
Title: Executive Officer
Date: 5/19/16

JOINDER IN CONTRACT SOLICITATION OF ANOTHER GOVERNMENTAL ENTITY
A Contract Between the State of Nevada
Acting by and Through its

Agency Name:	Nevada Department of Corrections
Address:	5500 Snyder Avenue, Building 17
City, State, Zip Code:	Carson City, NV 89701
Contact:	Alicia Roman, Contracts Manager
Phone:	775-887-3333
Fax:	775-887-3343
Email:	aroman@doc.nv.gov

Contractor Name:	AON Consulting, Inc.
Address:	29695 Network Place
City, State, Zip Code:	Chicago, IL 60673-1296
Contact:	Stephanie Messier
Phone:	303-782-3315
Fax:	N/A
Email:	Stephanie.messier@aon.com

WHEREAS, Section 25 of AB 86 (2019) (2019 Nev. Stat. ____, Chapter 140) authorizes the State of Nevada to enter into a contract pursuant to a solicitation for a bid or proposal conducted by a governmental entity located within or outside the State of Nevada if the solicitation is substantially similar to the methods prescribed by Nevada law;

And WHEREAS the Contracting Agency desires to obtain the services of contractor on the same terms and conditions of Contractor’s contract solicited by the governmental entity, which contract and/or solicitation are attached hereto;

And WHEREAS the original governmental entity shall not be liable for the obligations of the Contracting Agency;

And WHEREAS the Contractor agrees to contract with the Contracting Agency on the same terms except as modified herein;

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. "Joinder" means this document entitled Joinder in Contract Solicitation of Another Governmental Entity.
- F. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Joinder in Contract Solicitation of Another Governmental Entity and all Attachments or Incorporated Documents.
- G. "Original Governmental Entity" or "governmental entity" means the governmental entity that originally solicited a contract with vendor, which is used by the State or its Contracting Agency as a basis for this Contract.

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

1/20

).

Effective from:	10/08/2019 ~ Given BOE Approval	To:	06/30/20
-----------------	---------------------------------	-----	----------

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

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

ATTACHMENT A:	STATEMENT OF WORK and SUPPLEMENTAL TERMS
ATTACHMENT B:	ADDITIONAL INSURANCE SCHEDULE
ATTACHMENT C:	CONTRACT WITH NEVADA PUBLIC EMPLOYEES BENEFIT PROGRAM, CONTRACT No.3211 GB
ATTACHMENT D:	NDOC SECURITY REGULATIONS AND ACKNOWLEDGEMENT FORM
ATTACHMENT E:	PREA CONTRACTOR AND VOLUNTEER QUESTIONNAIRE
ATTACHMENT F:	PREA ZERO TOLERANCE POLICY
ATTACHMENT G:	NDOC CONTRACTOR BACKGROUND CHECK APPLICATION

Except as changed or modified herein, Contractor agrees to the same terms and conditions as in the Contract with the Nevada Public Employees Benefit Program (PEBP) (Attachment C), including all documents incorporated therein, substituting the State of Nevada, Department of Corrections for PEBP in all relevant places. Contractor agrees that the terms and conditions of this Joinder shall take precedence over any conflicting or inconsistent terms or conditions of the Contract with PEBP.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	2 Monthly Installments of \$17,500.00 upon approval of each phase of the work. Final payment after invoice with detailed costs is approved.
--	---

Total Contract Not to Exceed:	\$40,460.00 (including travel costs and materials)
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Contract/ CETS# 22462
RFP# 3211

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. LIMITATION OF LIABILITY APPLICABLE TO WORK PERFORMED PURSUANT TO THIS JOINDER

For purposes only of this Joinder the following limitations of liability applies and replaces Section 12 of the Contract for Services of Independent Contractor between AON Consulting, Inc. and the Public Employees' Benefits Program:

The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Liability of both parties under this Contract shall not be subject to indirect, special or punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. The State's liability under this Contract 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 liability shall not exceed one hundred and fifty percent (150%) of the maximum "not to exceed" value of Section 6 of this Joinder; provided such limitation shall not apply to a claim to the extent it is within the limits of required coverage set forth in the applicable insurance schedules. Without regard to the limitation in the previous sentence, there will be no limitation for direct damages arising from (a) Contractor's willful, fraudulent or criminal misconduct, (b) bodily injury, including death, or damages to personal or real property, (c) infringement of intellectual property rights by Contractor, or (d) breach of the confidentiality provisions in this Contract.

9. **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.

10. **ENTIRE CONTRACT AND MODIFICATION.** This Joinder in Contract Solicitation by Another Governmental Entity 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 Joinder specifically displays a mutual intent to amend a particular part of this Joinder, general conflicts in language between any such attachment and this Joinder shall be construed consistent with the terms of this Joinder. Unless otherwise expressly authorized by the terms of this Joinder, no modification or amendment to this Joinder 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 Joinder, 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.

AON CONSULTING, INC.

Max M 11/14/2019 COO, US Health Solutions
Independent Contractor's Signature Date Independent Contractor's Title

NEVADA DEPARTMENT OF CORRECTIONS

John Borrowman 11/20/19 Deputy Director, Support Services
John Borrowman Date Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

Jeffrey D. McQuinn On: 19 Nov 19
Deputy Attorney General for Attorney General Date

Statement of Work

Employee Benefit Plan Consulting Services

This Statement of Work is a part of the Joinder in Contract Solicitation of Another Governmental Entity, by which the Nevada Department of Corrections joins in a contract solicitation by the Public Employees' Benefits Program ("PEBP") awarded to Aon Consulting, Inc. ("Aon") effective July 1, 2016 ("Agreement"). Aon's obligation to render services for the Nevada Department of Corrections will terminate at the end of the Work set forth in this Statement of Work.

Services

This Agreement documents our charges for services, which are more fully set forth in Exhibit A.

- To accomplish the services defined there will be an initial conference call with all parties to discuss all processes and procedures that currently in place to support the UM process;

An onsite visit staffed by Neal Mills, MD and Melissa Tucker, RN, MBA, ACSM CEP

- Will be scheduled to review 75 cases selected randomly from a list of all cases reviewed over a 12 month period (if available, at least 25 cases will be for cases that are referred outside the onsite clinic for care);
- The final summary will be submitted upon execution of this Agreement by both parties after the on-site review is completed and will be discussed with the UM team by phone.

Compensation

The estimated cost for these services is a flat fee of \$35,000, excluding the costs of travel and lodging.

Fees and Payment Schedule

Aon will be responsible for the delivery of services described in this SOW. Unless otherwise set forth in such writing, our fees for other projects will be determined in accordance with Aon's then current billing rates under the Agreement and the value of Aon services based on time, complexity, and the level of skill and urgency required. We will discuss estimated fees in more detail for larger projects.

For completing the Services, Client agrees to pay to Aon \$35,000. Aon will bill Nevada Department of Corrections in two equal monthly installments of \$17,500.

Out-of-Pocket Expenses

Charges from third-party vendors for printing or production services on Client's behalf will be passed through to Client, as well as any sales or use tax that Aon becomes obligated to pay in connection with services provided on Client's behalf.

If Client require copies of files for transferring services to other service providers during or after this engagement, such services will be available based on Aon's standard hourly time-and-expense rates.

Change In Scope

The Nevada Department of Corrections is aware that requested changes in the scope of services provided by Aon could result in an increase in fees and charges.

If Nevada's Department of Corrections' (DOC) operations or insurance programs substantially change by merger, acquisition, expansion, or other material change in scope and nature of exposures, Nevada DOC will inform Aon, and Nevada DOC and Aon will negotiate in good faith to revise this Work Order as appropriate.

Terms & Conditions

It is anticipated that the Services will be completed within 60 days of commencement of this signed Agreement. The Services may be terminated prior to that date for convenience by either party by providing thirty (30) days prior written notice. If this Work Order is terminated prior to its end date, Nevada Department of Corrections will be responsible for any properly incurred fees and expenses through the date of termination. For services performed before or after the effective dates of this Agreement, Aon will be entitled to receive compensation for services actually performed and related out-of-pocket expenses at the billing rates set forth in this Work Order or as otherwise agreed to in writing between the parties.

Should any errors in our work occur, we will correct our work product without any additional charge. Aon's professional services do not in any case include legal, investment, or accounting services and Aon Consulting Inc. is not a fiduciary to Nevada Department of Corrections' plans. The services and work product provided by Aon hereunder are provided solely for Nevada DOCs internal use; they are not intended to be used or relied upon by third parties.

Any questions that may arise during the project should be directed to DOC's Medical Director Dr. Michael Minev.

Please acknowledge your consent to these arrangements for this engagement by signing below.

Nevada Department of Corrections Approval By: _____ Name: _____ Title: _____ Approval Date: _____
--


Aon Consulting, Inc. Approval By:  _____ Name: <u>Matt Mann</u> Title: <u>COO, US Health Solutions</u> Approval Date: <u>11/14/2019</u>

Exhibit A—Services to Be Provided

Services Included in Scope of Agreement
I Utilization Process Assessment
A. Document the UM Process
<ul style="list-style-type: none"> ▪ Document the current care management resources available within the prison ▪ Document the current resources available for second opinions and secondary referral care ▪ Document the current emergency and non-emergency arrangements for transporting patients to secondary care services ▪ Document current UM processes and procedures ▪ Document the criteria utilized to support UM decisions ▪ Document the process of defining the appropriate professionals to assess the cases and to make the decision and how they are credentialed ▪ Document the process for assessing the clinical situations being reviewed and presented for decision
B. File Review
<ul style="list-style-type: none"> ▪ Select 75 files at random from all UM review cases (include at least 25 that are referred to treatment outside of the clinic) ▪ Review each file for sufficient clinical documentation ▪ Assess the decision documentation to support the decision
C. Result Summary with Recommendations

ATTACHMENT B – ADDITIONAL INSURANCE SCHEDULE

Nevada Department of Corrections and Aon Consulting (Contractor)

Contractor agrees to maintain the same insurance required under Attachment BB Insurance Schedule 3211 of Contractor's agreement with the Nevada Public Employees Benefit Program (PEBP). For Contractor's contract with NDOC, Contractor will replace "Nevada Public Employees Benefit Program (PEBP)" with "Nevada Department of Corrections (NDOC)" throughout Attachment BB, with the addition of the following insurance.

Errors and Omissions including Network Security (Cyber) and Privacy Liability

Per Occurrence \$1,000,000

Aggregate \$2,000,000

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

- a. The retroactive coverage date shall be no later than the effective date of this contract.
- b. Contractor shall maintain coverage for not less than two (2) years after termination of this contract.
- c. Any sublimits for coverage of specific risks that are less than the limits required above shall be specifically disclosed and approved by the State.

Purchasing Division
Northern Administration
5500 Snyder Ave.
Carson City, NV 89701
(775) 887-3252
Fax: (775) 887-3343



Steve Sisolak
Governor


Harold Wickham
Acting Director

John Borrowman
Deputy Director
Support Services

**State of Nevada
Department of Corrections**

MEMORANDUM

TO: Kristina Shea, Executive Branch Budget Officer,
Governor's Finance Office

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

DATE: October 3, 2019

SUBJECT: Retroactive Contract for CETS# 22462 AON Consulting, Inc.

Nevada Department of Corrections (NDOC) respectfully requests approval for the retroactive contract between the NDOC and AON Consulting, Inc. The NDOC is requesting a retroactive effective date of October 8, 2019 to provide for a clinical utilization review audit of NDOC medical services.

This clinical utilization audit was originally submitted as an agreement, referencing the State RFP and was approved by State Purchasing and the Deputy Attorney General. After red-lined changes were requested by the vendor on September 12, 2019, the agreement had to be re-evaluated and a decision was reached by the Senior Deputy Attorney General, in cooperation with State Purchasing on October 3, 2019, to resubmit the entire contract package utilizing the new short-form joinder contract, revised by State Purchasing in October 2019, as the joinder process has been under review simultaneously.

Given that the new contract form will require additional review and potential BOE review, the scheduled travel and audit preparations scheduled for October 8th could cost excessive cancellation fees. This audit has already been postponed due to contract negotiations. To avoid increased costs to for this work, the NDOC is requesting retroactive approval for this contract.

Should you have any questions please contact me at (775) 887-3210 or by email at sewart@doc.nv.gov.

Thank you.

Steve Sisolak
Governor



Susan Brown
Director

Tiffany Greenameyer
Deputy Director

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

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

Date: December 31, 2019
To: Susan Brown, Clerk of the Board
Governor's Finance Office
From: Heather Field, Executive Branch Budget Officer
Governor's Finance Office, Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF PUBLIC SAFETY – DIGNITARY PROTECTION

Agenda Item Write-up:

Pursuant to NRS 353.268, the Division requests the Board's recommendation to the Interim Finance Committee for \$15,500 from Contingency Account to cover costs associated with providing dignitary protection to the Governor.

Additional Information:

The Dignitary Protection Detail provides security to the Governor of the State of Nevada and the first family. This detail performs all necessary advance work and ensures security by traveling with the Governor, and first lady, when he attends meetings, conferences and events. Travel projections for fiscal year 2020 are more than anticipated due to additional security coverage at these events. The agency requests this amount to continue the expected level of security for the Governor and his family.

Statutory Authority:

BOE approval required pursuant to NRS 353.268.

REVIEWED: _____ ACTION ITEM: _____

Steve Sisolak
Governor



Nevada Department of
Public Safety
DEDICATION PRIDE SERVICE

George Togliatti
Director

Sheri Brueggemann
Deputy Director

Director's Office

555 Wright Way
Carson City, Nevada 89711-0525
Telephone (775) 684-4808
Fax (775) 684-4809

Memorandum

DATE: January 2, 2020

TO: Susan Brown, Director, Executive Branch Budget Division

THROUGH: Jim Rodriguez, Executive Branch Budget Officer, Budget Division

FROM: Jim DiBasilio, ASO III

THROUGH: George Togliatti, Director

SUBJECT: Request for IFC Contingency Funds

The Department of Public Safety, Director's Office respectfully requests approval to seek additional funding from the IFC Contingency Account. The request for additional funding will cover a projected shortfall of \$15,500 in the Dignitary Protection budget account. The projected shortfall stems from expenditures higher than originally projected in Out of State Travel and In-State Travel categories.

Due to the public accessibility of the Governor and first lady in many venues it has been determined by the Department of Public Safety to add additional staff for the protection during travel and public events. The current focus and high interest in some of the new laws that are going into effect requires a heightened security protocol.

We respectfully request submission of this request to both the January BOE and February IFC meetings. Work Program number C49365 is in process for this request. Attached is the budget account travel projections.

Steve Sisolak
Governor



Susan Brown
Director

Tiffany Greenameyer
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: December 19, 2019

To: Susan Brown, Clerk of the Board
Governor's Finance Office

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

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

GOVERNOR'S FINANCE OFFICE – BUDGET DIVISION

Agenda Item Write-up:

Pursuant to NRS 353.040 the Governor's Finance Office – Budget Division requests modifications to the policies and procedures of the State Board of Examiners adopted and collected in the following section of the State Administrative Manual (SAM).

1. SAM Section 1300 – State Vehicles

Additional Information:

Request for changes to the SAM and recommended language attached.

Statutory Authority:

NRS 353.040

REVIEWED: _____ 
ACTION ITEM: _____



State Administrative Manual



State Administrative Manual (SAM)

Revised [April 9, 2019](#) [January
14, 2020](#)

Governor's Finance Office
Budget Division
209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222

STATE ADMINISTRATIVE MANUAL

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0600 Administrative Procedures	<u>August 9, 2016</u>
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3800 Deferred Compensation	

1300 State Vehicles

1302 Policy

All State-owned vehicles shall be used only for authorized official business and driven by qualified and authorized personnel in a safe and courteous manner. Smoking in State-owned motor vehicles is strictly prohibited.

To avoid violations of State policy prohibiting the use of State vehicles for non-State use, agency heads are urged to remind their employees who utilize State-owned motor vehicles of the provisions of [NRS 204.080](#).

When using [Fleet Services](#) vehicles in the course of State business, employees must be aware that Fleet Services will not be responsible for reimbursement of vehicle expenses resulting from running out of fuel; charges for lost or misplaced keys; parking charges; towing, when not a result of mechanical failure; failure to obtain fuel at designated State fuel facilities (except for emergencies) or citations issued for violations of traffic laws or parking ordinances.

Agencies assigned vehicles on a monthly basis must submit a Fleet Services Monthly Trip report form (MP-3) to the Carson City Fleet Services Office within five working days after the end of the month. Failure to submit timely reports will result in a late fee assessment for each day late. In the event circumstances prevent timely submission, contact the Fleet Services Administrator in advance and request a time extension.

1305 Authorized Operators of State Vehicles

A State-owned vehicle will be covered for auto physical damage when driven by any State employee, temporary employee, board member, commissioner, volunteer, contracted employee or those working in conjunction with the State of Nevada while conducting official State business and within the course and scope of employment.

The Defensive Driving course is required for all Executive branch employees whose job functions require driving a State-owned vehicle for State business. Employees and other authorized drivers should refer to the Risk Management Division's website for further details at <http://risk.nv.gov/>.

1307 Texting While Driving a State Vehicle

Pursuant to NRS [484B.165](#), a person shall not drive a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Furthermore, hand-held mobile phone conversations and accessing the Internet are also prohibited. As used in this section "write, send, or read a text-based communication" means using an electronic wireless communications device to manually communicate with any person using a text-based communication, including, but not limited to, communications referred to as a text message, instant message, or electronic mail.

This does not apply to a driver who is:

1. Reporting a medical emergency, safety hazard, or criminal activity;
2. Using a voice operated navigation system affixed to the vehicle or those riding in autonomous vehicles;
3. Using citizen band or other two-way radios that require a license and have a separate hand-held microphone;
4. A law enforcement officer, firefighter, or emergency medical professional acting within the scope of his/her employment;
5. Conducting hands-free wireless interpersonal voice only communication that does not require manual entry, except to activate, deactivate, or initiate a feature or function.

1309 Insurance

1. The State of Nevada is self-insured.
2. Please access the Risk Management website for a [matrix](#) illustrating the different levels of insurance coverage.
3. Insurance questions should be directed to the Risk Management Division.

1310 Identification of State Vehicles

All State owned or leased motor vehicles must be labeled with the words “State of Nevada” and “For Official Use Only” in plain lettering. The following requirements are the minimum standards:

1. Exempt license plates or a license plate that identifies the vehicle as a State vehicle; for example, a “DOT” plate.
2. Vehicles equipped with exempt plates must have at a minimum one of the following: window decals or decals placed on the outside of the vehicle; or license plate frames labeled with the words “State Vehicle” and “For Official Use Only.”
3. Window decals must be placed in an appropriate area of the front and rear window that ensures the decals do not obstruct the drivers view.
4. Refer to **Section 1312** for exemptions.

1311 Home Storage of State Vehicles

It is the policy of the Board of Examiners that the home storage of State vehicles be authorized in certain circumstances. However, this approval will be limited by individual justification based on convenience and benefit to the State, rather than the authorized driver. The department head or his/her designee is authorized to approve home storage of State vehicles for his/her respective department. Each department head shall establish policies outlining the process and the justification for the approval. The department must retain all documentation relevant to the policy per their department’s records retention schedule. In general, home storage may be authorized only when less costly to the State or when a State vehicle must be used by the employee because the vehicle is specially marked or equipped.

Per the Internal Revenue Service (IRS), home storage of a state vehicle is considered a form of compensation in some circumstances. A vehicle that is used by an employee exclusively for business

purposes is treated as a working condition fringe benefit. If an employer-provided vehicle is used for both business and personal purposes, the personal use is considered taxable wages to the employees. As a result, agencies should review the IRS website for current IRS rules. In particular, IRS Publications 15-B and 5137 (IRS Fringe Benefit Guide) should be consulted.

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

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

4. The employee operates out of his/her home.

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

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

Special Note for Law Enforcement Agencies:

IRS policy indicates that use of clearly marked police, fire, or public safety officer vehicles by public safety officers is a qualified non-personal use vehicle if, among other stipulations, the employee must always be on call and the employer prohibits personal use other than commuting. Unmarked law enforcement vehicles may be qualified non-personal use vehicles if the vehicle is used by a full-time law enforcement officer authorized to carry firearms, execute warrants, and make arrests, among other requirements. Any State law enforcement agency is responsible for consulting the IRS policies in the development of its own agency policy, and for conforming to those federal policies.

1310 Identification of State Vehicles

~~All State-owned or leased motor vehicles must be labeled with the words "State of Nevada" and "For Official Use Only" in plain lettering. The following requirements are the minimum standards:~~

- ~~1. Exempt license plates or a license plate that identifies the vehicle as a State vehicle; for example, a "DOT" plate.~~
- ~~2. Vehicles equipped with exempt plates must have at a minimum one of the following: window decals or decals placed on the outside of the vehicle; or license plate frames labeled with the words "State Vehicle" and "For Official Use Only."~~
- ~~3. Window decals must be placed in an appropriate area of the front and rear window that ensures the decals do not obstruct the drivers view.~~
- ~~4. Refer to Section 1312 for exemptions.~~

1312 Provision for Unmarked Automobiles

1. The approval for and use of unmarked motor vehicles by State employees shall be granted to the director of each respective department. Such requests are only authorized to be granted for

vehicles used in law enforcement activities. All other requests must be submitted to and approved by the department head. The director of each department shall establish policies that define the approval process within their respective department and retain that documentation per the department's records retention schedule.

2. Exemptions: unmarked vehicles are exempt from the labeling requirements outlined in **Section 1310.**

New undercover cars are to be purchased from existing contracts, but options may be approved so as to avoid an institutional look.

1314 Purchase of State Vehicles

Agencies must follow [NRS 334.010](#) and **chapter 1500** of this manual when purchasing vehicles, including:

1. ~~Agencies must completely fill complete-out a Board of Examiners Request for Approval to Purchase a State Vehicle form and submit to the Governor's Finance Office. State fleets based in Clark County and Washoe County may be subject to alternate fuel vehicle acquisition requirements per NAC 486A. Agencies are responsible for ensuring all vehicle purchases meet the requirements of NAC 486A if applicable. Law enforcement and emergency vehicles are exempt from NAC 486A.~~
2. Fleets based in Clark County or Nye County may ~~also~~ be subject to the alternative fuel vehicle purchase requirements of the federal Energy Policy Act of 1992 (Public Law 102-486). The Nevada Governor's State Office of Energy reports on Energy Policy Act compliance for the State's fleet to the U.S. Department of Energy and can provide guidance on meeting vehicle purchase requirements.
3. ~~2.~~ Vehicles with a police package are recommended for all law enforcement work. Agencies should reference [NRS 484A.480](#) prior to purchasing emergency lights to ensure lights are authorized.
- ~~3.~~ Agencies purchasing new passenger sedans with a vehicle classification size of either compact or intermediate are required to purchase vehicles that have achieved the SmartWay or SmartWay Elite certification pursuant to the federal Green Vehicle Guide. A listing of approved vehicles can be viewed on the Purchasing Division website at: <http://purchasing.nv.gov/>. Agencies may also view the federal green vehicle guide at [Green Vehicle Guide | US EPA](#). The Board of Examiners must approve any exemptions to this requirement.
- ~~4.~~ Law enforcement vehicles are exempt from the SmartWay and SmartWay Elite requirement.
4. Other agencies requesting an exemption for a specific vehicle purchase must request the exemption by submitting State agencies are required to utilize the contracts awarded by the Department of Administration's Purchasing Division for Fleet, Alternative Fuel and Police vehicles and submit a Vehicle Order Justification Sheet Vehicle Order Form with their requisition to Purchasing.

1316 Vehicle Replacement Policy

1. State vehicles shall be at least 10 years old or have a minimum of 100,000 miles (for sedans)/125,000 miles (for SUVs, vans, and trucks) at the time of replacement.
2. Because of the variety of situations faced by State agencies, agencies may adopt an alternative policy where unusual circumstances justify replacing a vehicle sooner. An agency adopting an alternative policy must submit their proposed policy and its justification to its budget analyst within the Governor's Finance Office for review and approval by the Board of Examiners. The alternative policy may not be adopted until such approval by the Board. Alternative replacement policies shall be attached to an agency's budget request during each budget building cycle.
3. Refer to SAM 1538 or SAM 1540 regarding vehicle excess or disposal.

1318 Maintenance

All State-owned and/or Fleet Services Division leased vehicles must be maintained at a level that meets or exceeds the vehicle manufacturer's recommended maintenance schedule.

1320 Records

Agencies are required to maintain vehicle maintenance records. Records must be established and maintained for each vehicle the agency owns and/or leases from an outside vendor. Agencies are required to maintain the manufacturer's maintenance requirements or schedules for agency-owned and leased vehicles. Agencies leasing vehicles from Fleet Services Division are exempt from this requirement.

1322 Complaint Procedure

Direct all complaints concerning misuse of State automobiles to the Fleet Services Division Administrator who will then notify the agency head regarding possible misuse of a State vehicle. The agency head, together with the Fleet Services Division, shall investigate the complaint, discuss the complaint with the offender's supervisor, ascertain that all facts are obtained and take any appropriate supervisory action.

The agency head will promptly communicate with the complaining party to assure him that the State appreciates his/her interest and desires to take action where warranted.

1324 Vehicle Utilization Requirements

The utilization policy is applicable to any motor vehicle which is self-propelled (but not operated on rails), used upon a highway for the purpose of transporting persons or property with a gross vehicle weight rating (GVWR) of 8500 pounds or less. GVWR is the maximum allowable total mass of a road vehicle or trailer when loaded – i.e., including the weight of the vehicle itself plus fuel, passengers, cargo, and trailer tongue weight

Agencies are required to assign each vehicle that is operated within the span of their control to a specific utilization group. This policy applies to all vehicles that are owned or leased by the department, division or agency.

The utilization table and agency fleet assessment worksheet are available by accessing the following links: [Fleet Assessment Worksheet](#) and [Vehicle Utilization Table](#)



State Administrative Manual



State Administrative Manual (SAM)

Revised [April 9, 2019](#) [January 14, 2020](#)

Governor's Finance Office
Budget Division
209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222

STATE ADMINISTRATIVE MANUAL

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0500 Insurance and Risk Management	
0600 Administrative Procedures	<u>August 9, 2016</u>
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1300 State Vehicles	<u>January 14, 2020</u>
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1300 State Vehicles

1302 Policy

All State-owned vehicles shall be used only for authorized official business and driven by qualified and authorized personnel in a safe and courteous manner. Smoking in State-owned motor vehicles is strictly prohibited.

To avoid violations of State policy prohibiting the use of State vehicles for non-State use, agency heads are urged to remind their employees who utilize State-owned motor vehicles of the provisions of [NRS 204.080](#).

When using [Fleet Services](#) vehicles in the course of State business, employees must be aware that Fleet Services will not be responsible for reimbursement of vehicle expenses resulting from running out of fuel; charges for lost or misplaced keys; parking charges; towing, when not a result of mechanical failure; failure to obtain fuel at designated State fuel facilities (except for emergencies) or citations issued for violations of traffic laws or parking ordinances.

Agencies assigned vehicles on a monthly basis must submit a Fleet Services Monthly Trip report form (MP-3) to the Carson City Fleet Services Office within five working days after the end of the month. Failure to submit timely reports will result in a late fee assessment for each day late. In the event circumstances prevent timely submission, contact the Fleet Services Administrator in advance and request a time extension.

1305 Authorized Operators of State Vehicles

A State-owned vehicle will be covered for auto physical damage when driven by any State employee, temporary employee, board member, commissioner, volunteer, contracted employee or those working in conjunction with the State of Nevada while conducting official State business and within the course and scope of employment.

The Defensive Driving course is required for all Executive branch employees whose job functions require driving a State-owned vehicle for State business. Employees and other authorized drivers should refer to the Risk Management Division's website for further details at <http://risk.nv.gov/>.

1307 Texting While Driving a State Vehicle

Pursuant to NRS [484B.165](#), a person shall not drive a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Furthermore, hand-held mobile phone conversations and accessing the Internet are also prohibited. As used in this section "write, send, or read a text-based communication" means using an electronic wireless communications device to manually communicate with any person using a text-based communication, including, but not limited to, communications referred to as a text message, instant message, or electronic mail.

This does not apply to a driver who is:

1. Reporting a medical emergency, safety hazard, or criminal activity;
2. Using a voice operated navigation system affixed to the vehicle or those riding in autonomous vehicles;
3. Using citizen band or other two-way radios that require a license and have a separate hand-held microphone;
4. A law enforcement officer, firefighter, or emergency medical professional acting within the scope of his/her employment;
5. Conducting hands-free wireless interpersonal voice only communication that does not require manual entry, except to activate, deactivate, or initiate a feature or function.

1309 Insurance

1. The State of Nevada is self-insured.
2. Please access the Risk Management website for a [matrix](#) illustrating the different levels of insurance coverage.
3. Insurance questions should be directed to the Risk Management Division.

1310 Identification of State Vehicles

All State owned or leased motor vehicles must be labeled with the words “State of Nevada” and “For Official Use Only” in plain lettering. The following requirements are the minimum standards:

1. Exempt license plates or a license plate that identifies the vehicle as a State vehicle; for example, a “DOT” plate.
2. Vehicles equipped with exempt plates must have at a minimum one of the following: window decals or decals placed on the outside of the vehicle; or license plate frames labeled with the words “State Vehicle” and “For Official Use Only.”
3. Window decals must be placed in an appropriate area of the front and rear window that ensures the decals do not obstruct the drivers view.
4. Refer to **Section 1312** for exemptions.

1311 Home Storage of State Vehicles

It is the policy of the Board of Examiners that the home storage of State vehicles be authorized in certain circumstances. However, this approval will be limited by individual justification based on convenience and benefit to the State, rather than the authorized driver. The department head or his/her designee is authorized to approve home storage of State vehicles for his/her respective department. Each department head shall establish policies outlining the process and the justification for the approval. The department must retain all documentation relevant to the policy per their department’s records retention schedule. In general, home storage may be authorized only when less costly to the State or when a State vehicle must be used by the employee because the vehicle is specially marked or equipped.

Per the Internal Revenue Service (IRS), home storage of a state vehicle is considered a form of compensation in some circumstances. A vehicle that is used by an employee exclusively for business

purposes is treated as a working condition fringe benefit. If an employer-provided vehicle is used for both business and personal purposes, the personal use is considered taxable wages to the employees. As a result, agencies should review the IRS website for current IRS rules. In particular, IRS Publications 15-B and 5137 (IRS Fringe Benefit Guide) should be consulted.

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

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

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

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

Special Note for Law Enforcement Agencies:

IRS policy indicates that use of clearly marked police, fire, or public safety officer vehicles by public safety officers is a qualified non-personal use vehicle if, among other stipulations, the employee must always be on call and the employer prohibits personal use other than commuting. Unmarked law enforcement vehicles may be qualified non-personal use vehicles if the vehicle is used by a full-time law enforcement officer authorized to carry firearms, execute warrants, and make arrests, among other requirements. Any State law enforcement agency is responsible for consulting the IRS policies in the development of its own agency policy, and for conforming to those federal policies.

1312 Provision for Unmarked Automobiles

1. The approval for and use of unmarked motor vehicles by State employees shall be granted to the director of each respective department. Such requests are only authorized to be granted for

vehicles used in law enforcement activities. All other requests must be submitted to and approved by the department head. The director of each department shall establish policies that define the approval process within their respective department and retain that documentation per the department's records retention schedule.

2. Exemptions: unmarked vehicles are exempt from the labeling requirements outlined in **Section 1310**.

New undercover cars are to be purchased from existing contracts, but options may be approved so as to avoid an institutional look.

1314 Purchase of State Vehicles

Agencies must follow [NRS 334.010](#) and **chapter 1500** of this manual when purchasing vehicles, including:

1. Agencies must complete a [Board of Examiners Request for Approval to Purchase a State Vehicle](#) form and submit to the Governor's Finance Office.
2. Fleets based in Clark County or Nye County may be subject to the alternative fuel vehicle purchase requirements of the federal Energy Policy Act of 1992 (Public Law 102-486). The Nevada Governor's Office of Energy reports on Energy Policy Act compliance for the State's fleet to the U.S. Department of Energy and can provide guidance on meeting vehicle purchase requirements.
3. Vehicles with a police package are recommended for all law enforcement work. Agencies should reference [NRS 484A.480](#) prior to purchasing emergency lights to ensure lights are authorized.
4. State agencies are required to utilize the contracts awarded by the Department of Administration's Purchasing Division for Fleet, Alternative Fuel and Police vehicles and submit a [Vehicle Order Form](#) with their requisition to Purchasing.

1316 Vehicle Replacement Policy

1. State vehicles shall be at least 10 years old or have a minimum of 100,000 miles (for sedans)/125,000 miles (for SUVs, vans, and trucks) at the time of replacement.
2. Because of the variety of situations faced by State agencies, agencies may adopt an alternative policy where unusual circumstances justify replacing a vehicle sooner. An agency adopting an alternative policy must submit their proposed policy and its justification to its budget analyst within the Governor's Finance Office for review and approval by the Board of Examiners. The alternative policy may not be adopted until such approval by the Board. Alternative replacement policies shall be attached to an agency's budget request during each budget building cycle.
3. Refer to SAM 1538 or SAM 1540 regarding vehicle excess or disposal.

1318 Maintenance

All State-owned and/or Fleet Services Division leased vehicles must be maintained at a level

that meets or exceeds the vehicle manufacturer's recommended maintenance schedule.

1320 Records

Agencies are required to maintain vehicle maintenance records. Records must be established and maintained for each vehicle the agency owns and/or leases from an outside vendor. Agencies are required to maintain the manufacturer's maintenance requirements or schedules for agency-owned and leased vehicles. Agencies leasing vehicles from Fleet Services Division are exempt from this requirement.

1322 Complaint Procedure

Direct all complaints concerning misuse of State automobiles to the Fleet Services Division Administrator who will then notify the agency head regarding possible misuse of a State vehicle. The agency head, together with the Fleet Services Division, shall investigate the complaint, discuss the complaint with the offender's supervisor, ascertain that all facts are obtained and take any appropriate supervisory action.

The agency head will promptly communicate with the complaining party to assure him that the State appreciates his/her interest and desires to take action where warranted.

1324 Vehicle Utilization Requirements

The utilization policy is applicable to any motor vehicle which is self-propelled (but not operated on rails), used upon a highway for the purpose of transporting persons or property with a gross vehicle weight rating (GVWR) of 8500 pounds or less. GVWR is the maximum allowable total mass of a road vehicle or trailer when loaded – i.e., including the weight of the vehicle itself plus fuel, passengers, cargo, and trailer tongue weight

Agencies are required to assign each vehicle that is operated within the span of their control to a specific utilization group. This policy applies to all vehicles that are owned or leased by the department, division or agency.

The utilization table and agency fleet assessment worksheet are available by accessing the following links: [Fleet Assessment Worksheet](#) and [Vehicle Utilization Table](#)

LEASES SUMMARY

BOE #	LESSEE	LESSOR	AMOUNT
1.	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION	NORTH CARSON STREET, LLC	\$1,030,050
		This lease is an extension of an existing lease.	
	Term of Lease:	02/01/2020 – 01/31/2027	Located in Carson City
2.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – AGING AND DISABILITY SERVICES DIVISION	FNT CORPORATION	\$2,423,635
		This lease is an extension of an existing lease with tenant improvements and a centralized location to meet the needs of the agency's program.	
	Term of Lease:	03/01/2020 – 02/28/2027	Located in Reno
3.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – AGING AND DISABILITY SERVICES DIVISION	OMNINET 3300 SAHARA, LLC	\$9,031,142
		This lease was negotiated to have extensive tenant improvements and will centralize the location to meet the needs of the agency's program.	
	Term of Lease:	03/01/2020 – 02/28/2030	Located in Las Vegas
4.	OFFICE OF THE SECRETARY OF STATE	CITY OF NORTH LAS VEGAS	\$631,137
		This lease is an extension of an existing lease and will add 168 square feet on the first floor.	
	Term of Lease:	10/09/2019 – 08/31/2021	Located in North Las Vegas
5.	NEVADA STATE BOARD OF MEDICAL EXAMINERS	325 WS, LLC	\$671,858
		This lease is a new lease to relocate the Board.	
	Term of Lease:	04/01/2020 – 05/31/2026	Located in Las Vegas

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by: <i>DB</i>	<i>12/13/19</i>
Reviewed by: <i>CB</i>	<i>12/13/19</i>
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Employment, Training and Rehabilitation
 Employment Security Division, JobConnect
 500 East Third Street
 Carson City, Nevada 89713
 Brandon Taylor
 (775) 684-3901 Fax: (775) 684-3848 bataylor@detr.nv.gov

Remarks: Leasing Services negotiated this lease renewal for an additional seven (7) years.

Exceptions/Special notes:

2. Name of Lessor: North Carson Street, LLC

3. Address of Lessor: c/o John Uhart Commercial Real Estate Services
 301 West Washington Street, Suite 1
 Carson City, Nevada 89703

4. Property contact: John Uhart
 (775) 884-1896 fax: (775) 884-4896 email: jfuhart@ccim.net

5. Address of Lease property: 1929 North Carson Street ✓
 Carson City, Nevada 89701

a. Square Footage: Rentable
 Usable 8,750 ✓

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Improve-ment cost per square foot	Base Rent cost per square foot	Actual cost per square foot
\$ 11,637.50 ✓	12	\$ 139,650.00	February 1, 2020 - January 31, 2021 ✓			\$1.33
3% \$ 11,987.50 ✓	12	\$ 143,850.00	February 1, 2021 - January 31, 2022 ✓			\$1.37
0% \$ 11,987.50 ✓	12	\$ 143,850.00	February 1, 2022 - January 31, 2023 ✓			\$1.37
3% \$ 12,337.50 ✓	12	\$ 148,050.00	February 1, 2023 - January 31, 2024 ✓			\$1.41
0% \$ 12,337.50 ✓	12	\$ 148,050.00	February 1, 2024 - January 31, 2025 ✓			\$1.41
4% \$ 12,775.00 ✓	12	\$ 153,300.00	February 1, 2025 - January 31, 2026 ✓			\$1.46
0% \$ 12,775.00 ✓	12	\$ 153,300.00	February 1, 2026 - January 31, 2027 ✓			\$1.46

Increase %

c. Total Lease Consideration: 84 \$ 1,030,050.00

d. Total Improvement Cost: \$ -

e. Option to renew: Yes No 365 Renewal terms: One (1) Identical Term

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

g. Term: Seven (7) Years

h. Pass-thrus/CAM/Taxes: Landlord Tenant

i. Utilities: Landlord Tenant

j. Janitorial: Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see special notes)

k. Repairs: Major: Landlord Tenant Minor: Landlord Tenant

l. Comparable Area Market Rate Average: \$1.85

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

n. Lease will be paid for by Agency Budget Account Number: 4770, 3265, ~~3254~~

6. Purpose of the lease: To house the DETR, Employment Security Division, JobConnect

7. This lease constitutes:

- An extension of an existing lease
- An addition to current facilities
- A relocation
- A new location
- Remodeling only
- Other

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

RECEIVED RECEIVED
 DEC - 9 2019 DEC 12 2019

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

Shirley L. Gao 11/27/19
 Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20041274649	Exp:	11/30/2019	25
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 Office?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	T27010077			
h. Is this an Arms Length Transaction	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO

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

David Patrick 12/7/19
 Authorized Signature Date
 Public Works Division

PS/11
 For Board of Examiners YES NO

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	<i>[Signature]</i> 12/19/19
Reviewed by:	<i>[Signature]</i> 12/19/19
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
 Aging and Disability Services Division
 3416 Goni Road, Building D, Suite 132
 Carson City, Nevada 89706
 Lisa Tuttle
 T: 775.687.0532 F: 775.687.0573 E: lrtuttle@adsd.nv.gov

Remarks: Leasing Services negotiated this Full Service lease to include tenant improvements based on approved plans. This will consolidate the Aging and Disability Services Division in the Reno area into a centralized location. In addition to providing necessary additional space, the location was designed specifically to meet the needs of the agency's program.

Exceptions/Special notes: Lessor to provide 2 offices with new carpet, demo areas indicated on floor plan and fill in with carpet and base board, relocate mill work. Patch, repair & paint only where needed.
 Lessor giving a credit allowance \$100,000.00 to be used for future improvements.

2. Name of Lessor: FNT Corporation
 3. Address of Lessor: 9780 Hafflinger Lane
 Reno, Nevada 89521-4406

4. Property contact: Matthew Turville, Director
 T: 775.348.7231 E: mattturv@mac.com

5. Address of Lease property: 9670 Gateway Drive, First Floor
 Reno, Nevada 89511

a. Square Footage: Rentable
 Usable 16,358

b. Cost:	cost per month	# of months in time frame	cost per year	time frame	improvement cost per square foot	Base Rent cost per square foot	Cost per square foot
Increase %	\$ 27,375.64	11	\$ 301,132.04	March 1, 2020 - January 31, 2021	\$0.15	\$1.52	\$1.67
3%	\$ 28,196.90	12	\$ 338,362.80	February 1, 2021 - January 31, 2022	\$0.10	\$1.62	\$1.72
0%	\$ 28,196.90	12	\$ 338,362.80	February 1, 2022 - January 31, 2023	\$0.08	\$1.65	\$1.72
3%	\$ 29,042.81	12	\$ 348,513.72	February 1, 2023 - January 31, 2024	\$0.05	\$1.72	\$1.78
0%	\$ 29,042.81	12	\$ 348,513.72	February 1, 2024 - January 31, 2025	\$0.05	\$1.72	\$1.78
3%	\$ 29,914.10	12	\$ 358,969.20	February 1, 2025 - January 31, 2026	\$0.05	\$1.78	\$1.83
0%	\$ 29,914.10	12	\$ 358,969.20	February 1, 2026 - January 31, 2027	\$0.03	\$1.80	\$1.83
3%	\$ 30,811.52	1	\$ 30,811.52	February 1, 2027 - February 28, 2027	\$0.00	\$0.00	\$1.88

c. Total Lease Consideration: 84 \$ 2,423,635.00

d. Total Improvement Cost: \$ 100,000.00

e. Option to renew: Yes No 365 Renewal terms: One (1) Identical Term

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

g. Term: Seven (7) Years

h. Pass-thrus/CAM/Taxes: Landlord Tenant

i. Utilities: Landlord Tenant

j. Janitorial: Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see special notes)

k. Repairs: Major: Landlord Tenant Minor: Landlord Tenant

l. Comparable Area Market Rate Average: \$2.15

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

n. Lease will be paid for by Agency Budget Account Number: 3266, 3151

6. Purpose of the lease: To house Aging and Disability Services Division

7. This lease constitutes:
- An extension of an existing lease
 - An addition to current facilities
 - A relocation
 - A new location
 - Remodeling only
 - Other

a. Estimated Expenses: Moving: \$0.00 Furnishings: \$142,980.00 Data/Phones: \$0.00

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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

Dennis Schmidt

12/18/19

Authorized Agency Signature

Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV19971186546</u>	Exp:	<u>5/31/2020</u>	60		
b. The Contractor is registered with the Nevada Secretary of State's Office as a:		LLC <input type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LP <input checked="" type="checkbox"/>	
c. Is the Contractor Exempt from obtaining a Business License:		<input type="checkbox"/> YES				<input checked="" type="checkbox"/> NO
*If yes, please explain in exceptions section						
d. Is the Contractors Name the same as the Legal Entity Name?		<input checked="" type="checkbox"/> YES				<input type="checkbox"/> NO
*If no, please explain in exceptions section						
e. Does the Contractor have a current Nevada State Business License (SBL)?		<input checked="" type="checkbox"/> YES				<input type="checkbox"/> NO
*If no, please explain in exceptions section						
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?		<input checked="" type="checkbox"/> YES				<input type="checkbox"/> NO
g. State of Nevada Vendor number:	<u>T27038646</u>					
h. Is this an Arms Length Transaction		<input checked="" type="checkbox"/> YES				<input type="checkbox"/> NO

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

[Signature]
Authorized Signature
Public Works Division

12-18-19.
Date

For Board of Examiners YES NO

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	<i>[Signature]</i> 12/16/19
Reviewed by:	<i>[Signature]</i> 12/16/19
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
 Aging and Disability Services Division
 3416 Goni Road, Suite D-132
 Carson City, Nevada 89706
 Lisa Tuttle
 P: 775.687.0532 F: 775.687.0573 E: lrtuttle@adsd.nv.gov

Remarks: Leasing Services negotiated this Full Service lease to include extensive tenant improvements, consisting of building out premises based on plans dated 11.11.19. This will consolidate the Aging and Disability Services Division in the Las Vegas area into a centralized location. In addition to providing necessary additional space, the new location was designed specifically to meet the needs of the agency's program.

Exceptions/Special notes: 4 months of free rent (\$302,735.00) was negotiated to help offset moving and data costs.

2. Name of Lessor: Omninet 3300 Sahara, LLC

3. Address of Lessor: 9420 Wilshire Boulevard, 4th Floor
 Beverly Hills, California 90212

4. Property contact: Omninet Property Management
 Afatia Teofilo
 P: 702.778.7815 F: 702.778.7815 E: afatiate@omninet.com

5. Address of Lease property: 3320 West Sahara Avenue
 Las Vegas, Nevada 89102

a. Square Footage: Rentable 5,967 effective Month 1 - Month 2
 Usable 39,625 effective Month 3 - Month 120

b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Improve-ment cost per square foot	Base Rent cost per square foot	Actual cost per square foot
Increase %	\$ 11,396.97	2	\$ 22,793.94	Month 1 - Month 2 expected start March 1, 2020	0.41	\$1.50	\$1.91
	\$ 75,683.75	1	\$ 75,683.75	Month 3	0.41	\$1.50	\$1.91
	\$ -	1	\$ -	Month 4 (June 2020)			\$1.91
	\$ 75,683.75	11	\$ 832,521.25	Month 5 - Month 15	0.41	\$1.50	\$1.91
	\$ -	3	\$ -	Month 16 - Month 18 (April-June 2021)			\$1.91
0%	\$ 75,683.75	6	\$ 454,102.50	Month 19 - Month 24	0.41	\$1.50	\$1.91
2%	\$ 77,268.75	24	\$ 1,854,450.00	Month 25 - Month 48	0.41	\$1.54	\$1.95
2%	\$ 78,853.75	24	\$ 1,892,490.00	Month 49 - Month 72	0.41	\$1.58	\$1.99
2%	\$ 80,438.75	24	\$ 1,930,530.00	Month 73 - Month 96	0.41	\$1.62	\$2.03
2%	\$ 82,023.75	24	\$ 1,968,570.00	Month 97 - Month 120 expected term date February 28, 2030	0.41	\$1.66	\$2.07

c. Total Lease Consideration: 120 \$ 9,031,141.44

d. Total Improvement Cost: \$1,884,608.00

e. Option to renew: Yes No 365 Renewal terms: One (1) Identical Term

f. Holdover notice: # of Days required 30 Holdover terms: 10%/90

g. Term: Ten (10) Years

h. Pass-thrus/CAM/Taxes: Landlord Tenant

i. Utilities: Landlord Tenant

j. Janitorial: Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see special notes)

k. Repairs: Major: Landlord Tenant Minor: Landlord Tenant

l. Comparable Area Market Rate Average: \$2.17

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

n. Lease will be paid for by Agency Budget Account Number: 3151, 3156, 3206, 3209, 3266

6. Purpose of the lease: To house the Aging and Disability Services Division

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

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a. Estimated Expenses: Moving: TBD Furnishings: TBD Data/Phones: TBD

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

Dena Schmidt 11/5/19
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20141635918</u>	Exp:	<u>10/31/2021</u>	224
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 Office?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	<u>T29039107</u>			
h. Is this an Arms Length Transaction	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO

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

David Patrick 11/20/19
Authorized Signature Date

Public Works Division

For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by: <i>DL</i>	12/16/19
Reviewed by: <i>AD</i>	12/17/19
Reviewed by:	

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

**STATEWIDE LEASE INFORMATION
FIRST AMENDMENT**

1. Agency: Office of the Secretary of State
101 North Carson Street
Carson City, Nevada 89701
Mark Wlaschin
T: 775.684.5656 F: 775.684.5725 E: mwaschin@sos.nv.gov

Remarks: This Amendment will add an additional 168 square feet on the first floor.

Exceptions/Special notes: No changes to the original rates or terms of the lease.

2. Name of Lessor: City of North Las Vegas

3. Address of Lessor: 2250 Las Vegas Boulevard North
North Las Vegas, Nevada 89030

4. Property contact: Bill Legere
T: 702.633.1531 F: 702.633.6868 E: legereb@cityofnorthlasvegas.com

5. Address of Lease property: 2250 Las Vegas Boulevard North, Fourth Floor
North Las Vegas, Nevada 89030

a. Square Footage: Rentable 14,366 168
 Usable 14,352 plus 168 sf at no cost - for a total of 14,520 square feet

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
\$27,412.32	22 days	\$19,453.92	October 9, 2019 - October 31, 2019	\$1.91
\$27,412.32	10	\$274,123.20	November 1, 2019 - August 31, 2020	\$1.91
\$28,129.92	12	\$337,559.04	September 1, 2020 - August 31, 2021	\$1.96

Increase % 3%

c. Total Lease Consideration: 22mo, 22 dys \$631,136.16

d. Option to renew: Yes No 90 Renewal terms: One Identical Term

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

f. Term: No Changes to Original Term

g. Pass-thrus/CAM/Taxes Landlord Tenant

h. Utilities: Landlord Tenant

i. Janitorial: Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see special notes)

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

k. Comparable Market Rate: \$1.91 - \$2.10 - 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: 1050

6. Purpose of the lease: To house the Office of the Secretary of State

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 Expenses: Moving: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

RETROACTIVE

BOE

NON BOE

ANALYST INITIALS

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GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes _____ No _____ Dec Unit _____

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

Barbara K. Ceganske 12/5/19
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>Exempt</u>	Exp:		43	
b. The Contractor is registered with the Nevada Secretary of State's Office as a:		LLC <input type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:		<input checked="" type="checkbox"/> YES		<input 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 type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?		<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	<u>T40108100</u>				
h. Is this an Arms Length Transaction		<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	

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

David D. Patrick
Authorized Signature Date
Public Works Division

For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by: 	12/17
Reviewed by:	

**REAL PROPERTY (FOR BOARDS AND COMMISSIONS)
OR STORAGE LEASE INFORMATION**

1. Agency (Lessee): Nevada State Board of Medical Examiners (NSBME)

Purpose: Lease of space in Las Vegas for the NSBME's Las Vegas Office location, as well as space to hold Board meetings in Las Vegas.

Exceptions/Special Lease Terms: Five months of free rent included in the lease; also Lessor will pay for Lessee improvements up to \$157,500.

2. Name of Landlord (Lessor): 325 WS LLC ✓

3. Address of Landlord: 401 Ryland Street, Suite 200-A, Reno, NV 89502
4200 S. Hulen Street, Suite 410, Fort Worth, TX 76109

4. Property Contact: Mark Horrell, Director

5. Address of Lease Property: 325 Warm Springs, Suite 225, Las Vegas, NV 89119

a. Square Footage or Unit Description: 4,500 of Office Space; also includes 13 parking spaces, 5 of which are covered spaces.

b. Cost:

Cost Per Month	# of Months in Time Frame	Cost Per Year	Time Frame	Cost/Square Foot
\$8,550 ✓	12	\$59,850	5 months abated; 4/1/2020-3/31/2021	\$1.90 ✓
\$8,805 ✓	12	\$105,660	4/1/2021-3/31-2022	\$1.96 ✓
\$9,067.50 ✓	12	\$108,810	4/1/2022-3/31/2023	\$2.02 ✓
\$9,341.25 ✓	12	\$112,095	4/1/2023-3/31/2024	\$2.08 ✓
\$9,622.50 ✓	12	\$115,470	4/1/2024-3/31/2025 (See supplement)	\$2.14 ✓
	77	\$671,857.50	4/1/2020-8/31/2026	

Increase %

c. Total Lease Consideration:

d. Option to Renew: Yes No Renewal Terms: 5 more years with notice; negotiate new price.

e. Holdover Notice: # of Days Required 30 Holdover Terms: 1st 3 months same; then 5% increase month

f. Term: 77 months with 3% increase in rent per year during the lease

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: \$1.91 per square foot pursuant to 11/7/2019 Executive Branch Audit Report

l. Specific termination clause in lease: Breach/Default/Lack of Funding Yes

m. Lease will be paid for by Agency Budget Account Number or BOC Number: B015

6. BOE Threshold: More than \$50,000

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: \$ 2,766.33 Furnishings: \$ 0 Data/Phones: \$ 300

Real Property Lease Information Supplement to 5(b)

Cost Per Month	# of Months in Time Frame	Cost Per Year	Time Frame	Cost/Square Foot
\$9,911.25	12	\$118,935	4/1/2025-3/31/2026	\$2.20
\$10,207.50	5	\$51,037.50	4/1/2026-8/31/2026	\$2.27

PROPERTY OR STORAGE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE AND STORAGE SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes No Dec Unit _____

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



12/13/2019

Authorized Agency Signature

Date

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>E0409672018-6</u>	Exp:	
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 Office?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
g. State of Nevada Vendor number:	_____		
h. Is this an Arms Length Transaction		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

Please Note: Dates for lease commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

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**GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION**

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	015	GOVERNOR'S OFFICE - GOVERNOR'S OFFICE OF FINANCE - GOVERNOR'S FINANCE OFFICE	THE JFA INSTITUTE	GENERAL	\$98,454	
	Contract Description:	This is the first amendment to the original contract which provides projections of inmate and offender populations at specific intervals to coordinate with the various phases of the state budget process. This amendment extends the termination date from February 28, 2020 to February 28, 2022 and increases the maximum amount from \$94,668 to \$193,122 due to the continued need for these services.				
		Term of Contract:	02/15/2018 - 02/28/2022	Contract # 19504		
2.	030	ATTORNEY GENERAL'S OFFICE - SPECIAL LITIGATION FUND	PISANELLI BICE, PLLC	OTHER: SETTLEMENT FUNDS	\$100,000	Exempt
	Contract Description:	This is the first amendment to the original contract which continues outside counsel services for ongoing litigation involving the Department of Energy or actions before the U.S. Nuclear Regulatory Commission. This amendment extends the termination date from June 30, 2020 to June 30, 2021 and increases the maximum amount from \$450,000 to \$550,000 due to the continued need for these services.				
		Term of Contract:	02/01/2019 - 06/30/2021	Contract # 21544		
3.	030	ATTORNEY GENERAL'S OFFICE - CONSUMER ADVOCATE	GARY ROBINSON AND ASSOCIATES	OTHER: REGULATORY ASSESSMENTS	\$175,000	Professional Service
	Contract Description:	This is a new contract to provide expert witness and technical professional services to the Bureau of Consumer Protection in analyzing matters pertaining to electric, gas and water utilities.				
		Term of Contract:	11/13/2019 - 01/15/2024	Contract # 22632		
4.	051	TREASURER'S OFFICE - COLLEGE SAVINGS TRUST	KIRVIN DOAK COMMUNICATIONS	OTHER: TRANSFER FROM ENDOWMENT ACCOUNT	\$589,000	
	Contract Description:	This is a new contract to provide advertising, marketing and media services.				
		Term of Contract:	01/15/2020 - 01/31/2022	Contract # 22643		

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	CARPENTER SELLERS DEL GATTO ARCHITECTS, PC	BONDS 90% OTHER: AGENCY FUNDS 10%	\$207,850	Professional Service
	Contract Description:		This is a new contract to provide professional architectural/engineering services for the Nevada State College - Education Academic Building CIP project, to include design, construction and bid documents associated with limited fixtures, furnishing, and equipment for the building: CIP Project No. 19-C19; SPWD Contract No. 11253.			
		Term of Contract:	Upon Approval - 06/30/2023	Contract # 22600		
6.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - HEALTH AND HUMAN SERVICES CIP PROJECTS - NON-EXEC	JVC ASSOCIATES, INC.	BONDS	\$71,700	Professional Service
	Contract Description:		This is a new contract to provide professional architectural/engineering services for the Caliente Youth Center - Flooring Replacement CIP project, to include design, construction and bid documents and construction administration services to replace flooring in the multi-purpose building, install new bleachers and paint the interior of the gymnasium: CIP Project No. 19-M20; SPWD Contract No. 113049.			
		Term of Contract:	Upon Approval - 06/30/2023	Contract # 22596		
7.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF CORRECTIONS CIP PROJECTS - NON-EXEC	AINSWORTH ASSOCIATES MECHANICAL ENGINEERS	BONDS	\$635,000	Professional Service
	Contract Description:		This is a new contract to provide professional architectural/engineering services for the Ely State Prison - Boiler Replacement CIP project, to include design, construction and bid documents and construction administration services to replace three hot water boilers for building 10 and the underground medium temperature hot water system for all connecting buildings except buildings 8 and 12: CIP Project No. 19-M09; SPWD Contract No. 113179.			
		Term of Contract:	Upon Approval - 06/30/2023	Contract # 22648		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
8.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF CORRECTIONS CIP PROJECTS - NON-EXEC	VERUS ASSOCIATES NEVADA, LLC	GENERAL	\$298,765	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Ely State Prison - Replace Door Locks & Controls CIP project, to include design, construction and bid documents and construction administration services to replace the intercoms, locks and controls in the following housing units; numbers 3, 4, 9-12 and 14: CIP Project No. 19-M35; SPWD Contract No. 113038.				
		Term of Contract:	Upon Approval - 06/30/2023	Contract # 22634		
9.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - STATEWIDE CIP PROJECTS - NON-EXEC	PURCELL ELECTRICAL PROFESSIONAL CROP., DBA PK ELECTRICAL, INC.	GENERAL	\$918,000	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Northern Nevada Correctional Center (NNCC) - Electrical Distribution Upgrade Advance Planning CIP project, to include design construction and bid documents for the advance planning of NNCC building 10 electrical distribution system upgrades: CIP Project No. 19-P06; SPWD Contract No. 113190.				
		Term of Contract:	Upon Approval - 06/30/2023	Contract # 22646		
10.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - VETERAN'S CIP PROJECTS - NON-EXEC	HERSHENOW & KLIPPENSTEIN ARCHITECTS, INC.	BONDS 53% FEDERAL 47%	\$52,000	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Nevada Army Guard - Replacement of the Overhead Coiling Doors, Seals and Operators CIP project, to include design construction and bid documents as well as construction administration services to replace doors and door components at various Guard locations throughout the state: CIP Project No. 19-M34; SPWD Contract No. 113050.				
		Term of Contract:	Upon Approval - 06/30/2023	Contract # 22598		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
11.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF ADMINISTRATION CIP PROJECTS - NON-EXEC	JVC ASSOCIATES, INC. DBA JVC ARCHITECTS	GENERAL	\$55,100	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Desert Regional Center - ADA Upgrades CIP project, to include design, construction and bid documents and construction administration services for the upgrade/modification of the kitchen area and three bathrooms in Building 1301: CIP Project No. 19-S02-(2); SPWD Contract No. 113176.				
		Term of Contract:	Upon Approval - 06/30/2023	Contract # 22647		
12.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - TELE-COMMUNICATIONS	VOX NETWORK SOLUTIONS	FEE: USER	\$200,000	
	Contract Description:	This is a new contract to provide emergency 911 identification and routing applications for the statewide telephone voice communication system.				
		Term of Contract:	Upon Approval - 12/31/2023	Contract # 22575		
13.	300	DEPARTMENT OF EDUCATION - OTHER STATE EDUCATION PROGRAMS	JOBS FOR NEVADA GRADUATES, INC.	GENERAL	\$612,500	
	Contract Description:	This is the second amendment to the original contract which supports the Jobs for America's Graduates program in Nevada for the 2017-2021 school years. This program provides training to improve outcomes of public education, work opportunities for high school students, or increase college enrollment and completion rates for high-risk youth populations. This amendment increases the maximum amount from \$15,281,580 to \$15,894,080 to expand the number of sites and restore supportive services.				
		Term of Contract:	07/01/2017 - 06/30/2021	Contract # 18985		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
14.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - CHRONIC DISEASE	ACCESS TO HEALTHCARE NETWORK, INC.	FEDERAL	\$6,250,000	
	Contract Description:	This is a new contract to provide ongoing management of Nevada's Breast and Cervical Cancer Early Detection Program, titled the Nevada Women's Health Connection Program.				
		Term of Contract:	01/01/2020 - 06/30/2022	Contract # 22566		
15.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - YOUTH PAROLE SERVICES	WASHOE COUNTY	GENERAL 50% OTHER: COUNTY REIMBURSEMENT 50%	\$360,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide a sober living environment with supportive services to young adults (ages 18-21) supervised by the Youth Parole Bureau.				
		Term of Contract:	Upon Approval - 10/31/2023	Contract # 22424		
16.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD AND ADOLESCENT SERVICES	NEVADA P.E.P., INC.	GENERAL 72% OTHER: HEALTHY NEVADA 28%	\$1,475,038	
	Contract Description:	This is a new contract to provide ongoing family to family support services to children with severe emotional disabilities and their families.				
		Term of Contract:	01/01/2020 - 12/31/2023	Contract # 22590		
17.	440	DEPARTMENT OF CORRECTIONS - PRISON DAIRY	PECK, GERALD R DBA ALL CREATURES	FEDERAL	\$55,000	
	Contract Description:	This is the second amendment to the original contract which provides ongoing veterinary services for the wild horses boarded by the department for the Bureau of Land Management. This amendment extends the termination date from April 11, 2020 to June 11, 2021 and increases the maximum amount from \$49,000 to \$104,000 due to the continued need for these services.				
		Term of Contract:	06/11/2017 - 06/11/2021	Contract # 18786		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
18.	550	DEPARTMENT OF AGRICULTURE - NUTRITION EDUCATION PROGRAMS	SOLLIANCE, INC.	FEDERAL	\$97,500	Sole Source
	Contract Description:	This is a new contract to provide programming services for a user authentication tool to support the direct certification match system that identifies student eligibility for participation in the free and reduced cost lunch programs.				
		Term of Contract:	12/16/2019 - 04/30/2020	Contract # 22592		
19.	702	DEPARTMENT OF WILDLIFE - GAME MANAGEMENT	U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT	OTHER: REVENUE	\$54,225	
	Contract Description:	This is a new revenue interlocal agreement to provide monitoring of wildlife movement, behavior changes, habitat use and genetic health.				
		Term of Contract:	Upon Approval - 09/22/2020	Contract # 22487		
20.	705	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - WATER RESOURCES - USGS CO-OP - NON-EXEC	U.S. DEPARTMENT OF THE INTERIOR, U.S. GEOLGICAL SURVEY	OTHER: REIMBURSEMENT 63% FEDERAL 37%	\$398,660	
	Contract Description:	This is a new joint funding agreement to provide monitoring services of water resources in southern and eastern Nevada.				
		Term of Contract:	10/01/2019 - 09/30/2020	Contract # 22672		
21.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WASTE MANAGEMENT AND CORRECTIVE ACTION	BEC ENVIRONMENTAL, INC.	FEDERAL	\$267,000	
	Contract Description:	This is the third amendment to the original contract which provides ongoing support services for the Nevada Brownfields Program by conducting site-specific assessment, cleanup and other redevelopment activities at eligible sites. This amendment increases the maximum amount from \$657,000 to \$924,000 due to the increased need for these services.				
		Term of Contract:	07/01/2017 - 06/30/2021	Contract # 18715		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
22.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WASTE MANAGEMENT AND CORRECTIVE ACTION	MCGINLEY & ASSOCIATES	FEDERAL	\$267,000	
	Contract Description:	This is the third amendment to the original contract which provides ongoing support services for the Nevada Brownfields Program by conducting site-specific assessment, cleanup and other redevelopment activities at eligible sites. This amendment increases the maximum amount from \$657,000 to \$924,000 due to the increased need for these services.				
	Term of Contract:	07/01/2017 - 06/30/2021	Contract # 18713			
23.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WASTE MANAGEMENT AND CORRECTIVE ACTION	TERRAPHASE ENGINEERING, INC.	OTHER: MITIGATION FUNDS	\$700,000	
	Contract Description:	This is the second amendment to the original contract which provides support services for the Abandoned Mine Lands Program at the Anaconda Copper Mine Site by conducting specific review and assessment of clean-up activities. This amendment extends the termination date from May 7, 2020 to May 7, 2022 and increases the maximum amount from \$700,000 to \$1,400,000 due to the continued need for these services.				
	Term of Contract:	05/08/2018 - 05/07/2022	Contract # 19872			
24.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REVOCATIONAL REHABILITATION	SAN DIEGO STATE UNIVERSITY RESEARCH FOUNDATION	GENERAL 21.3% FEDERAL 78.7%	\$59,883	
	Contract Description:	This is a new contract to provide technical assistance for the completion of Nevada's comprehensive statewide needs assessment per the Federal Rehabilitation Service Administration's Vocational Rehabilitation Needs Assessment Guide.				
	Term of Contract:	Upon Approval - 03/31/2021	Contract # 22455			

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
25.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - VOCATIONAL REHABILITATION	WMK, LLC DBA MOBILITY WORKS	GENERAL 21.3% FEDERAL 78.7%	\$55,000	
	Contract Description:	This is the first amendment to the original contract which provides ongoing modifications and conversions of new and used vehicles for vocational rehabilitation clients. This amendment extends the termination date from June 30, 2020 to March 31, 2022 and increases the maximum amount from \$45,000 to \$100,000 due to the continued need for these services.				
		Term of Contract:	04/20/2018 - 03/31/2022	Contract # 19868		
26.	B011	LICENSING BOARDS AND COMMISSIONS - CONTRACTORS	JILL I. GREINER, ESQ.	FEE: LICENSURE	\$160,000	Exempt
	Contract Description:	This is a new contract to provide hearing officer services for contested matters.				
		Term of Contract:	Upon Approval - 12/09/2021	Contract # 22562		

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **19504** Amendment Number: **1**

Agency Name: **GOVERNOR'S FINANCE OFFICE** Legal Entity Name: **THE INSTITUTE DBA THE JFA INSTITUTE**

Agency Code: **015** Contractor Name: **THE JFA INSTITUTE**

Appropriation Unit: **1340-10** Address: **720 KEARNEY STREET**

Is budget authority available?: **Yes** City/State/Zip: **DENVER , CO 80220-5326**

If "No" please explain: **Not Applicable** Contact/Phone: **Wendy Ware 303-399-3218**

Vendor No.: **T27021400**

NV Business ID: **NV20121464306**

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.

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

Agency Reference #: **015**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/15/2018**

Anticipated BOE meeting date **01/2020**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **02/28/2020**

Contract term: **4 years and 14 days**

4. Type of contract: **Contract**

Contract description: **Prison Population**

5. Purpose of contract:

This is the first amendment to the original contract which provides projections of inmate and offender populations at specific intervals to coordinate with the various phases of the state budget process. This amendment extends the termination date from February 28, 2020 to February 28, 2022 and increases the maximum amount from \$94,668 to \$193,122 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:	\$94,668.00	\$94,668.00	\$94,668.00	Yes - Action
2. Amount of current amendment (#1):	\$98,454.00	\$98,454.00	\$98,454.00	Yes - Action
3. New maximum contract amount:	\$193,122.00			
and/or the termination date of the original contract has changed to:	02/28/2022			

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 176.0129 the State of Nevada is required to contract for services to review sentences imposed in this State and the practices of the State Board of Parole Commissioners. The JFA Institute will project annually the number of persons who will be in a facility of the Department of Corrections, on probation, on parole and serving a term of residential confinement. Projections will be completed on or before April 5, October 5 of even numbered years and February 5 of the odd numbered year to correspond with the State's budgetary time frames.

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

NRS 176.0129 stipulates that this work be performed by an independent contractor.

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 #3508, and in accordance with NRS 333, the selected vendor was the only vendor to submit a proposal and the using agency did an internal review.

d. Last bid date: 10/24/2017 Anticipated re-bid date: 10/01/2022

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

Dept. of Administration, Budget Division, 1994-2017
Dept. of Public Safety, Parole Division, 2017
Governor's Finance Office, Budget Division 2018-2019
Attorney General's Office, 2008,
They have been verified as satisfactory.

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?

No b. If "No", please explain:

THE INSTITUTE IS DOING BUSINESS AS THE JFA INSTITUTE.

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	ddav12	12/17/2019 12:58:53 PM
Division Approval	ddav12	12/17/2019 12:59:00 PM
Department Approval	ddav12	12/17/2019 12:59:07 PM
Contract Manager Approval	ddav12	12/17/2019 12:59:15 PM
Budget Analyst Approval	cbrekken	12/18/2019 09:57:01 AM
BOE Agenda Approval	cbrekken	12/18/2019 09:57:06 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21544	Amendment Number: 1
Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: PISANELLI BICE, PLLC
Agency Code: 030	Contractor Name: PISANELLI BICE, PLLC
Appropriation Unit: 1031-12	Address: 400 South 7th Street Suite 300
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89101
If "No" please explain: Not Applicable	Contact/Phone: Jordon T. Smith 702-214-2101
	Vendor No.: T27042674
	NV Business ID: NV20101270555

To what State Fiscal Year(s) will the contract be charged? **2019-2021**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2019**

Anticipated BOE meeting date: 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2020**

Contract term: **2 years and 149 days**

4. Type of contract: **Contract**

Contract description: **Outside Counsel**

5. Purpose of contract:

This is the first amendment to the original contract which continues outside counsel services for ongoing litigation involving the Department of Energy or actions before the U.S. Nuclear Regulatory Commission. This amendment extends the termination date from June 30, 2020 to June 30, 2021 and increases the maximum amount from \$450,000 to \$550,000 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:	\$450,000.00	\$450,000.00	\$450,000.00	Yes - Action
2. Amount of current amendment (#1):	\$100,000.00	\$100,000.00	\$100,000.00	Yes - Action
3. New maximum contract amount:	\$550,000.00			
and/or the termination date of the original contract has changed to:	06/30/2021			

II. JUSTIFICATION

7. What conditions require that this work be done?

Assistance to the state involving issues relating to Yucca Mountain and the proposed storage of weapons grade plutonium at NNSS.

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 needed for this type of work

9. Were quotes or proposals solicited? No

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

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

Not Applicable

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

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

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	cschon1	11/22/2019 16:43:20 PM
Division Approval	cschon1	11/22/2019 16:43:23 PM
Department Approval	cschon1	11/22/2019 16:43:26 PM
Contract Manager Approval	cschon1	11/22/2019 16:43:28 PM
Budget Analyst Approval	hfield	11/25/2019 15:36:13 PM
BOE Agenda Approval	jrodrig9	11/26/2019 16:40:25 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22632**

Agency Name: **ATTORNEY GENERAL'S OFFICE**
Agency Code: **030**
Appropriation Unit: **1038-10**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **GARY ROBINSON AND ASSOCIATES**
Contractor Name: **GARY ROBINSON AND ASSOCIATES INC**
Address: **537 EDINDREW CIR**
City/State/Zip: **MURRAY, UT 84107-6527**
Contact/Phone: **GARY ROBINSON 801/262-5742**
Vendor No.: **T27028838**
NV Business ID: **NV20111620125**

To what State Fiscal Year(s) will the contract be charged? **2020-2024**

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

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

Agency Reference #: 17140

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/13/2019**

Anticipated BOE meeting date 01/2020

Retroactive? **Yes**

If "Yes", please explain

The contract requires a retroactive start date due to the late arrival of a request for a new contract. It was not brought to my attention until after the contract expired.

3. Termination Date: **01/15/2024**

Contract term: **4 years and 64 days**

4. Type of contract: **Contract**

Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide expert witness and technical professional services to the Bureau of Consumer Protection in analyzing matters pertaining to electric, gas and water utilities.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$175,000.00**

Payment for services will be made at the rate of \$100.00 per hour maximum

II. JUSTIFICATION

7. What conditions require that this work be done?

Statute requires representation for consumers' interests in matters before the Public Utilities Commission and any legislature, board or commission with jurisdiction over Nevada regulated public utilities.

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

Based on this contractor's broad and extensive experience of 30 plus years with a gas utility company, he can provide assistance and credibility on issues that the Bureau of Consumer Protection cannot cover.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

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

This contract was chosen based on his expertise, availability and reasonable rates.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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 is currently engaged under contract with the Bureau of Consumer Protection and the quality of 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:

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:

Paul Stuhff, Sr Deputy Attorney General Ph: 702-486-3490

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	hrobinso	12/03/2019 11:57:23 AM
Division Approval	hrobinso	12/06/2019 14:17:35 PM
Department Approval	cschonl1	12/09/2019 11:39:41 AM
Contract Manager Approval	hrobinso	12/09/2019 11:42:22 AM
Budget Analyst Approval	hfield	12/12/2019 13:52:53 PM
BOE Agenda Approval	jrodrig9	12/24/2019 10:31:25 AM
BOE Final Approval	Pending	



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL
BUREAU OF CONSUMER PROTECTION

100 No. Carson Street
Carson City, Nevada 89701

AARON D. FORD
Attorney General

ERNEST D. FIGUEROA
*Consumer Advocate
Chief Deputy Attorney General*

INTEROFFICE MEMORANDUM

TO: Heather Field, Executive Branch Budget Officer
Governor's Finance Office
FROM: Ernest Figueroa, Consumer Advocate / Helene Robinson, ASO
DATE: December 5, 2019
SUBJECT: Approval of Retroactive Contract Date Regarding Contract #22632 for Gary Robinson and Associates, Inc.

The contract requires a retroactive start date due to a delayed request for a new contract. The need for the services of Gary Robinson and Associates, Inc. (whose contract expired on November 12, 2019) became evident on December 5, 2019 after meeting with the staff of Great Basin Water Company¹ (GBWC) regarding its notification to the Bureau of Consumer Protection (BCP) that it intends to file an application for an adjustment of its rates that will affect ratepayers. As part of its requirement before its filing, GBWC was required to meet with staff from the BCP and the Public Utilities Commission of Nevada (PUCN) to provide notice on issues the application will contain. Mr. Gary Robinson will be assisting the BCP and will prepare for the application filing which is anticipated to take place on December 30, 2019. Mr. Robinson has previously testified on behalf of the BCP on numerous GBWC cases and is familiar with the issues.

NRS 228 requires representation for consumers' interests in matters before the PUCN and any legislature, board or commission with jurisdiction over Nevada regulated public utilities. Based on Mr. Gary Robinson's broad and extensive experience of 30 plus years, he can provide assistance and credibility on issue that the BCP cannot cover. This contract is a continuation of ongoing professional services to the BCP in matters pertaining to utility analysis involving electric, gas and water utilities, as well as, testifying before the PUCN.

¹Great Basin Water Company is an investor-owned, regulated water utility company licensed by the Public Utilities Commission of Nevada (PUCN).

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22643**

Agency Name: TREASURER - COLLEGE SAVINGS TRUST	Legal Entity Name: KIRVIN DOAK COMMUNICATIONS
Agency Code: 051	Contractor Name: KIRVIN DOAK COMMUNICATIONS
Appropriation Unit: 1092-20	Address: 5230 W PATRICK LN
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89118-2851
If "No" please explain: Not Applicable	Contact/Phone: LYNN WETZEL 702/737-3100
	Vendor No.: T27041943
	NV Business ID: NV19991143853

To what State Fiscal Year(s) will the contract be charged? **2020-2022**

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 %	X Other funding	100.00 % Transfer from Endowment Account

Agency Reference #: **RFP # 05TO-S867**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/15/2020**

Anticipated BOE meeting date **01/2020**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/31/2022**

Contract term: **2 years and 17 days**

4. Type of contract: **Contract**

Contract description: **Marketing**

5. Purpose of contract:

This is a new contract to provide advertising, marketing and media services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$589,000.00**

Other basis for payment: As invoiced by the Contractor and approved by the State. Year 1 - \$70,500 for Professional Service, \$5,500 for photography/videography, \$165,000 in media buys. Year 2 - \$105,000 for Professional Services, \$11,000 for photography/videography, \$232,000 in media buys.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 353B.370 authorizes the College Savings board to contract with qualified entities for the day to day operations of the Nevada College Savings Programs as the program administrator for the management of the marketing of the program(s).

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

The State Treasurer's office is seeking the services of a professional marketing firm which is outside the scope of the expertise of staff members.

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 #05TO-S867, 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: 10/03/2019 Anticipated re-bid date: 09/01/2021

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:

Nevada Department of Public Safety
Dec 2017; November 2021
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	thagan	12/18/2019 16:41:40 PM
Division Approval	thagan	12/18/2019 16:41:43 PM
Department Approval	thagan	12/18/2019 16:41:46 PM
Contract Manager Approval	thagan	12/18/2019 16:41:49 PM
Budget Analyst Approval	dbaughn	12/24/2019 11:16:41 AM
BOE Agenda Approval	cbrekken	12/24/2019 14:12:59 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22600**

Agency Name:	ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name:	CARPENTER SELLERS DEL GATTO ARCHITECTS, PC
Agency Code:	082	Contractor Name:	CARPENTER SELLERS DEL GATTO ARCHITECTS, PC
Appropriation Unit:	1510-73	Address:	8882 SPANISH RIDGE AVE.
Is budget authority available?:	Yes	City/State/Zip:	LAS VEGAS, NV 89148-1303
If "No" please explain:	Not Applicable	Contact/Phone:	702-251-8896
		Vendor No.:	T80997582
		NV Business ID:	NV19871041301

To what State Fiscal Year(s) will the contract be charged? **2020-2023**

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.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	90.00 %
Highway Funds	0.00 %	X Other funding	10.00 % Agency Funds

Agency Reference #: 112953

2. Contract start date:

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

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2023**

Contract term: **3 years and 180 days**

4. Type of contract: **Contract**

Contract description: **Arch / Engin**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the Nevada State College - Education Academic Building CIP project, to include design, construction and bid documents associated with limited fixtures, furnishing, and equipment for the building: CIP Project No. 19-C19; SPWD Contract No. 11253.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$207,850.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2019 Leg. approved CIP

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

Capital Improvement Program. Consultants are selected based on their ability to provide design and Professional Architectural / Engineering are provided by SPWD to support the State 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:

Pang, Justus, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lwildes	11/07/2019 14:15:09 PM
Division Approval	lwildes	11/07/2019 14:15:12 PM
Department Approval	lwildes	11/07/2019 14:15:16 PM
Contract Manager Approval	lwildes	11/07/2019 14:15:19 PM
Budget Analyst Approval	kshe1	11/14/2019 10:06:19 AM
BOE Agenda Approval	jrodrig9	11/26/2019 17:18:07 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22596**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: JVC ASSOCIATES, INC.
Agency Code: 082	Contractor Name: JVC ASSOCIATES, INC.
Appropriation Unit: 1535-47	Address: dba JVC ARCHITECTS 5385 CAMERON ST., STE, 15
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89118-6257
If "No" please explain: Not Applicable	Contact/Phone: 702-871-3416
	Vendor No.: T27007825
	NV Business ID: NV19931066659

To what State Fiscal Year(s) will the contract be charged? **2020-2023**

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.

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

Agency Reference #: 113049

2. Contract start date:

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

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2023**

Contract term: **3 years and 180 days**

4. Type of contract: **Contract**

Contract description: **Arch / End**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the Caliente Youth Center - Flooring Replacement CIP project, to include design, construction and bid documents and construction administration services to replace flooring in the Multi-Purpose Building, install new bleachers, and paint the interior of the gymnasium: CIP Project No. 19-M20; SPWD Contract No. 113049.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$71,700.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2019 leg. approved CIP

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

Capital Improvement Program. Consultants are selected based on their ability to provide design and Professional Architectural / Engineering are provided by SPWD to support the State 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:
Lewis, Wilfred, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lwildes	11/07/2019 12:17:19 PM
Division Approval	lwildes	11/07/2019 12:17:23 PM
Department Approval	lwildes	11/07/2019 12:17:26 PM
Contract Manager Approval	lwildes	11/07/2019 12:17:29 PM
Budget Analyst Approval	kshe1	11/14/2019 10:06:02 AM
BOE Agenda Approval	jrodrig9	11/26/2019 17:08:00 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22648**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION Agency Code: 082 Appropriation Unit: 1550-76 Is budget authority available?: Yes If "No" please explain: Not Applicable	Legal Entity Name: AINSWORTH ASSOCIATES MECHANICAL ENGINEERS Contractor Name: AINSWORTH ASSOCIATES MECHANICAL ENGINEERS Address: 1420 HOLCOMB AVE. SUITE 201 City/State/Zip: RENO, NV 89502-8003 Contact/Phone: 775-329-9100 Vendor No.: T27012245A NV Business ID: NV19751005286
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To what State Fiscal Year(s) will the contract be charged? **2020-2023**

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.

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

Agency Reference #: 113179

2. Contract start date:

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

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2023**

Contract term: **3 years and 180 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 Ely State Prison - Boiler Replacement CIP project, to include design, construction and bid documents and construction administration services to replace three hot water boilers for building 10 and the underground medium temperature hot water system for all connecting buildings except buildings 8 and 12: CIP Project No. 19-M09; SPWD Contract No. 113179.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$635,000.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2019 Leg. Approved CIP's

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

Capital Improvement Program. Consultants are selected based on their ability to provide design and Professional Architectural/Engineering are provided by SPWD to support the State 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:
Marshall, Benton, Project Manager Ph: 775-684-4141

20. Contract Status:
Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lwildes	12/03/2019 09:42:31 AM
Division Approval	lwildes	12/03/2019 09:42:35 AM
Department Approval	lwildes	12/03/2019 09:42:38 AM
Contract Manager Approval	lwildes	12/03/2019 09:42:41 AM
Budget Analyst Approval	jrodrig9	12/12/2019 21:27:16 PM
BOE Agenda Approval	jrodrig9	12/12/2019 21:27:21 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: **22634**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: VERUS ASSOCIATES NEVADA, LLC
Agency Code: 082	Contractor Name: VERUS ASSOCIATES NEVADA, LLC
Appropriation Unit: 1550-83	Address: 9210 PROTOTYPE DRIVE SUITE 101
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89521
If "No" please explain: Not Applicable	Contact/Phone: 775-870-1004
	Vendor No.: T29038999A
	NV Business ID: NV20161620968

To what State Fiscal Year(s) will the contract be charged? **2020-2023**

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.

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

Agency Reference #: 113038

2. Contract start date:

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

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2023**

Contract term: **3 years and 180 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 Ely State Prison - Replace Door Locks & Controls CIP project, to include design, construction and bid documents and construction administration services to replace the intercoms, locks and controls in the following housing units; numbers 3, 4, 9-12 and 14: CIP Project No. 19-M35; SPWD Contract No. 113038.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$298,765.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2019 Leg. approved CIP

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

Capital Improvement Program. Consultants are selected based on their ability to provide design and Professional Architectural / Engineering are provided by SPWD to support the State 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:
Foster, Jon, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lwildes	11/25/2019 09:25:23 AM
Division Approval	lwildes	11/25/2019 09:25:26 AM
Department Approval	lwildes	11/25/2019 09:25:29 AM
Contract Manager Approval	lwildes	11/25/2019 09:25:32 AM
Budget Analyst Approval	jrodrig9	11/26/2019 16:14:55 PM
BOE Agenda Approval	jrodrig9	11/26/2019 16:14:58 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22646**

Agency Name:	ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name:	PURCELL ELECTRICAL PROFFESIONAL CROP., dba PK ELECTRICAL, INC.
Agency Code:	082	Contractor Name:	PURCELL ELECTRICAL PROFFESIONAL CROP., dba PK ELECTRICAL, INC.
Appropriation Unit:	1558-65	Address:	681 SIERRA ROSE DR. SUIT B
Is budget authority available?:	Yes	City/State/Zip:	RENO, NV 89511-2060
If "No" please explain:	Not Applicable	Contact/Phone:	775-826-9010
		Vendor No.:	T81016802
		NV Business ID:	NV19961128650

To what State Fiscal Year(s) will the contract be charged? **2020-2023**

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.

<input checked="" type="checkbox"/>	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 113190

2. Contract start date:

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

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2023**

Contract term: **3 years and 180 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 (NNCC) - Electrical Distribution Upgrade Advance Planning CIP project, to include design construction and bid documents for the advance planning of NNCC building 10 electrical distribution system upgrades: CIP Project No. 19-P06; SPWD Contract No. 113190.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$918,000.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2019 Leg. Approved CIP

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

Capital Improvement Program. Consultants are selected based on their ability to provide design and Professional Architectural/Engineering are provided by SPWD to support the State 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.La

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:

Aviles, Jason, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lwildes	12/03/2019 08:50:54 AM
Division Approval	lwildes	12/03/2019 08:50:57 AM
Department Approval	lwildes	12/03/2019 08:51:01 AM
Contract Manager Approval	lwildes	12/03/2019 08:51:05 AM
Budget Analyst Approval	jrodrig9	12/12/2019 21:14:06 PM
BOE Agenda Approval	jrodrig9	12/12/2019 21:14:09 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: **22598**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: HERSHENOW & KLIPPENSTEIN ARCHITECTS, INC.
Agency Code: 082	Contractor Name: HERSHENOW & KLIPPENSTEIN ARCHITECTS, INC.
Appropriation Unit: 1577-42	Address: dba H&K ARCHITECTS
Is budget authority available?: Yes	5485 RENO CORPORATE DR STE 100
If "No" please explain: Not Applicable	RENO, NV 89511-2262
	Contact/Phone: 775-332-6640
	Vendor No.: T80984709
	NV Business ID: NV19941047730

To what State Fiscal Year(s) will the contract be charged? **2020-2023**

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.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	47.00 %	X Bonds	53.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 113050

2. Contract start date:

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

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2023**

Contract term: **3 years and 180 days**

4. Type of contract: **Contract**

Contract description: **Arch / Engin**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the Nevada Army Guard - Replacement of the Overhead Coiling Doors, Seals and Operators CIP project, to include design construction and bid documents as well as construction administration services to replace doors and door components at various Guard locations throughout the state: CIP Project No. 19-M34; SPWD Contract No. 113050.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$52,000.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2019 leg. approved CIP

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

Capital Improvement Program. Consultants are selected based on their ability to provide design and Professional Architectural / Engineering are provided by SPWD to support the State 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	lwildes	11/07/2019 13:07:19 PM
Division Approval	lwildes	11/07/2019 13:07:23 PM
Department Approval	lwildes	11/07/2019 13:07:27 PM
Contract Manager Approval	lwildes	11/07/2019 13:07:31 PM
Budget Analyst Approval	jrodrig9	11/26/2019 16:58:46 PM
BOE Agenda Approval	jrodrig9	11/26/2019 17:00:21 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: **22647**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: JVC ASSOCIATES, INC. dba JVC ARCHITECTS
Agency Code: 082	Contractor Name: JVC ASSOCIATES, INC. dba JVC ARCHITECTS
Appropriation Unit: 1585-54	Address: 5385 CAMERON ST. SUITE 15
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89118-6257
If "No" please explain: Not Applicable	Contact/Phone: 702-871-3416
	Vendor No.: T27007825
	NV Business ID: NV19931066659

To what State Fiscal Year(s) will the contract be charged? **2020-2023**

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.

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

Agency Reference #: 113176

2. Contract start date:

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

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2023**

Contract term: **3 years and 180 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 Desert Regional Center - ADA Upgrades CIP project, to include design construction and bid documents as well as construction administration services for the upgrade/modification of the kitchen area and three bathrooms in Building 1301: CIP Project No. 19-S02-(2); SPWD Contract No. 113176.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$55,100.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2019 Leg. Approved CIP

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

Capital Improvement Program. Consultants are selected based on their ability to provide design and Professional Architectural / Engineering are provided by SPWD to support the State 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.w

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, Mike, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lwildes	12/03/2019 09:21:02 AM
Division Approval	lwildes	12/03/2019 09:21:07 AM
Department Approval	lwildes	12/03/2019 09:21:27 AM
Contract Manager Approval	lwildes	12/03/2019 09:21:55 AM
Budget Analyst Approval	jrodrig9	12/16/2019 16:41:39 PM
BOE Agenda Approval	jrodrig9	12/16/2019 16:41:42 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: **22575**

Agency Name: ADMIN - ENTERPRISE IT SERVICES	Legal Entity Name: VOX NETWORK SOLUTIONS
Agency Code: 180	Contractor Name: VOX NETWORK SOLUTIONS
Appropriation Unit: 1387-22	Address: 8000 MARINA BLVD STE 130
Is budget authority available?: Yes	City/State/Zip: BRISBANE, CA 94005-1882
If "No" please explain: Not Applicable	Contact/Phone: 650-989-1026
	Vendor No.: T29037701
	NV Business ID: NV20151706142
To what State Fiscal Year(s) will the contract be charged?	2019-2024

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

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

Agency Reference #: **RFP #08DOA-S811**

2. Contract start date:

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

Anticipated BOE meeting date **01/2019**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2023**

Contract term: **5 years**

4. Type of contract: **Contract**

Contract description: **911 Support Telephon**

5. Purpose of contract:

This is a new contract to provide emergency 911 identification and routing applications for the statewide telephone voice communication system.

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?

A 911 system is necessary for the Avaya phone system.

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

This is a specialized system that must be provided by a communications company.

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):

Vox Network Solutions
Verizon
AT&T
Centurylink

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #08DOA-S811, 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: 08/22/2019 Anticipated re-bid date: 07/01/2023

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:

Statewide Avaya Aura Communications System. This vendor is satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	12/02/2019 14:43:36 PM
Division Approval	ssands	12/02/2019 14:43:39 PM
Department Approval	ssands	12/02/2019 14:43:42 PM
Contract Manager Approval	ssands	12/02/2019 14:43:46 PM
EITS Approval	tgalluzi	12/03/2019 09:04:54 AM
Budget Analyst Approval	cmurph3	12/04/2019 12:40:44 PM
BOE Agenda Approval	cmurph3	12/04/2019 12:41:09 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Enterprise I.T. Services Division

100 N. Stewart Street, Suite 100 | Carson City, NV 89701
Phone: (775) 684-5800

Patrick Cates
Director

Michael Dietrich
State CIO

David Haws
EITS Administrator

DATE: September 6, 2018

TO: Fred Springer, ITM 2, DOA, EITS
Jon Mathews, ITM 2, DOA, EITS

CC: David Haws, Administrator, DOA, EITS

FROM: Tim Lewis, Technical Investment Administrator, DOA, EITS

SUBJECT: TIN Review: E911 Additional License

We completed the review of the *E911 Additional License* TIN. As its understood, this TIN documents the need for additional licensing for an enterprise-wide, enhanced 911 system to accommodate agency demand.

If I can be of further assistance, please feel free to contact me.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 18985	Amendment Number: 2	
Agency Name: NDE - DEPARTMENT OF EDUCATION	Legal Entity Name: JOBS FOR NEVADA GRADUATES, INC.	Contractor Name: JOBS FOR NEVADA GRADUATES, INC.
Agency Code: 300	Address: 4050 S BUFFALO DR	STE A101-128
Appropriation Unit: 2699-25	City/State/Zip: LAS VEGAS, NV 89145	
Is budget authority available?: Yes	Contact/Phone: Rene Cantu 702/810-3068	
If "No" please explain: Not Applicable	Vendor No.: T32002801A	
	NV Business ID: NV20131697401	

To what State Fiscal Year(s) will the contract be charged? **2018-2021**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2017**

Anticipated BOE meeting date 12/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2021**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **NV JAG**

5. Purpose of contract:

This is the second amendment to the original contract which supports the Jobs for America's Graduates program in Nevada for the 2017-2021 school years. This program provides training to improve outcomes of public education, work opportunities for high school students, or increase college enrollment and completion rates for high-risk youth populations. This amendment increases the maximum amount from \$15,281,580 to \$15,894,080 to expand the number of sites and restore supportive services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$7,173,290.00	\$7,173,290.00	\$7,173,290.00	Yes - Action
a. Amendment 1:	\$8,108,290.00	\$8,108,290.00	\$8,108,290.00	Yes - Action
2. Amount of current amendment (#2):	\$612,500.00	\$612,500.00	\$612,500.00	Yes - Action
3. New maximum contract amount:	\$15,894,080.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Jobs for America's Graduates (JAG) is a state-based national non-profit organization dedicated to preventing dropouts among young people who are not at-risk. This contract will enable the Department of Education to fulfill its obligation to this program.

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

The Jobs for America's Graduates model requires the state to contract with a qualified non-profit organization to administer this program. Jobs for America's Graduates operates in school districts throughout the state and includes funding from private partnerships.

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 170603
Approval Date: 07/13/2017

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Department of Employment, Rehabilitation and Training - 7/1/14-6/30/15 - work was satisfactory
Department of Education CETS #15700 - 7/1/14-7/31/17 - work was satisfactory

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

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

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:
Non-profit Corporation

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

Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amccalla	10/14/2019 08:08:41 AM
Division Approval	amccalla	10/14/2019 08:08:45 AM

Department Approval	amccalla	10/14/2019 08:08:50 AM
Contract Manager Approval	amccalla	10/15/2019 07:42:49 AM
Budget Analyst Approval	cbrekken	10/23/2019 10:04:56 AM
BOE Agenda Approval	tgreenam	10/28/2019 11:47:22 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **22566**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	Access to Healthcare Network, INC.
Agency Code:	406	Contractor Name:	Access to Healthcare Network, INC.
Appropriation Unit:	3220-21	Address:	4001 S. Virginia St., Suite F
Is budget authority available?:	Yes	City/State/Zip:	Reno, NV 89502
If "No" please explain:	Not Applicable	Contact/Phone:	Sherri Rice 775-284-1904
		Vendor No.:	T29014671
		NV Business ID:	NV20061133335

To what State Fiscal Year(s) will the contract be charged? **2020-2022**

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

Agency Reference #: RFP 40DHHS-S590/ C 17502

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2020**

Anticipated BOE meeting date 01/2020

Retroactive? **Yes**

If "Yes", please explain

The negotiations for this RFP and contract were complicated by federal requirements pertaining to the grant. In addition, Nevada State Purchasing Division had a change in personnel that further delayed the award and the draft of the contract for the selected vendor. Once presented to the selected vendor additional time was needed due to insurance coverage required by Nevada State Risk Management.

3. Termination Date: **06/30/2022**Contract term: **2 years and 180 days**4. Type of contract: **Contract**Contract description: **Women's Health**

5. Purpose of contract:

This is a new contract to provide ongoing management of Nevada's Breast and Cervical Cancer Early Detection Program, titled the Nevada Women's Health Connection Program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$6,250,000.00**

Payment for services will be made at the rate of \$2,500,000.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

To improve access to screening, Congress passed the Breast and Cervical Cancer Mortality Prevention Act of 1990, Public Law 101-354, and the Centers for Disease Control and Prevention (CDC) created the National Breast and Cervical Cancer Early Detection Program (NBCCEDP). The NBCCEDP funds all 50 states, the District of Columbia, 6 U.S. territories, and 13 tribes or tribal organizations to provide screening services for breast and cervical cancer. This contract will help DPBH implement this Act.

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 skills or expertise to perform these services.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

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

Access to Healthcare Network

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #40DHHS-S590, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

125 individual bidders were solicited through NevadaEPro.com. Access to Healthcare was the only proposer.

d. Last bid date: 04/08/2019 Anticipated re-bid date: 12/01/2021

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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 to DPBH since 2014 - satisfactory

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

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

Not Applicable

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

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	rmorse	12/03/2019 14:51:31 PM
Division Approval	rmorse	12/03/2019 14:51:34 PM
Department Approval	mwinebar	12/10/2019 08:13:38 AM
Contract Manager Approval	rmorse	12/10/2019 09:45:20 AM
Budget Analyst Approval	afrantz	12/23/2019 09:05:21 AM
BOE Agenda Approval	bwooldri	12/23/2019 09:28:55 AM
BOE Final Approval	Pending	



DATE: December 9, 2019

MEMORANDUM

TO: Aaron Frantz
*Budget Officer
Governor's Finance Office*

THROUGH: Christina Hadwick
*Administrative Services Officer IV
Division of Public and Behavioral Health*

FROM: Karissa Loper
*Deputy Bureau Chief
Bureau of Child, Family and Community Wellness*

SUBJECT: REQUEST FOR RETROACTIVE START DATE OF CONTRACT –Access to Healthcare Network (CETS #22566)

This memorandum requests that the following contract be approved for a retroactive start.

The following information is required:

- Name of Vendor: Access to Healthcare Network (AHN)
- Services to be provided: This is a new contract to provide direct client services in support of the Women's Health Connection program.
- Funding source and expenditure category: BA 3220 - CAT 21
- Requested start date of work: January 1, 2020
- Expected execution date of agreement (IFC approvals): January 14, 2020
- Detailed explanation as to why a retroactive agreement is necessary, including:
 - Reason(s) why the agreement was not submitted timely:
 - The negotiations for this RFP and contract were complicated by federal requirements pertaining to the grant. In addition, Nevada State Purchasing Division had a change in personnel that further delayed the award and the draft of the contract for the selected vendor. Once presented to the selected vendor additional time was needed due to insurance coverage required by Nevada State Risk Management.
 - Describe the impact to the program/services if this work is not started prior to the execution of the agreement: The current contract will expire on December 31, 2019. If this request is not approved there will be a lapse in services to the selected group.
 - Explain how the program/bureau will prevent future retroactive requests: The division and program were proactive in their pursuit of this contract. The unforeseen circumstances led to insurmountable obstacles that led to the need for this short retractive request.

If you have any questions, please contact Kristi Robusto at (775) 684-4253 or krobusto@health.nv.gov.

cc: Contract Unit
Division of Public and Behavioral Health

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22424**

Agency Name: DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name: Washoe County
Agency Code: 409	Contractor Name: Washoe County
Appropriation Unit: 3263-36	Address: Crossroads Program PO Box 11130
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89502
If "No" please explain: Not Applicable	Contact/Phone: Steve McBride 775-785-8600
	Vendor No.: T40283400
	NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2020-2024**

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

X General Funds	50.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	50.00 % County Reimbursement

2. Contract start date:

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

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2023**

Contract term: **3 years and 303 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Sober Living Service**

5. Purpose of contract:

This is a new interlocal agreement to provide a sober living environment with supportive services to young adults (ages 18-21) supervised by the Youth Parole Bureau.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$360,000.00**

Payment for services will be made at the rate of \$375.00 per month/per youth

II. JUSTIFICATION

7. What conditions require that this work be done?

Youth under the supervision of the Youth Parole Board, who are in transition to adulthood (ages 18-21), often do not have the living skills or resources to become independent. Crossroads provides a tiered/modified housing first approach, through effective programming, services and community collaboration. This program works to identify, intervene and stabilize highly complex individuals who are generally homeless and may be suffering from substance use disorder, and/or mental health condition.

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

Currently, there is not a state agency that can provide these services.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

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

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

NRS 277.180

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

Washoe County

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

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

Not Applicable

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Stephanie Lee, Unit Mgr. Youth Parole Ph: 775-687-2263

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dander16	09/27/2019 08:19:36 AM
Division Approval	knielsen	11/19/2019 15:37:57 PM
Department Approval	sjohnso9	11/19/2019 15:38:49 PM
Contract Manager Approval	sknigge	11/19/2019 16:12:58 PM
Budget Analyst Approval	laaron	12/06/2019 12:38:45 PM
BOE Agenda Approval	bwooldri	12/12/2019 09:35:41 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22590**

Agency Name: DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name: NEVADA P.E.P., INC.
Agency Code: 409	Contractor Name: NEVADA P.E.P., INC.
Appropriation Unit: 3646-04	Address: 7211 W. Charleston Blvd.
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89117-1638
If "No" please explain: Not Applicable	Contact/Phone: Karen Taycher 702-388-8899
	Vendor No.: T80975409
	NV Business ID: NV19931063169

To what State Fiscal Year(s) will the contract be charged? **2020-2024**

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

<input checked="" type="checkbox"/> General Funds	72.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	28.00 % Healthy Nevada

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2020**

Anticipated BOE meeting date 01/2020

Retroactive? **Yes**

If "Yes", please explain

The Division began the process in what it believed to be a sufficient amount of time to allow for the Request for Proposal process to take place. Due to unforeseen contract negotiation delays, the Purchasing Division was unable to complete the contract and route for signatures to meet the deadline for the December BOE.

3. Termination Date: **12/31/2023**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Family Support Svcs.**

5. Purpose of contract:

This is a new contract to provide ongoing family to family support services to children with severe emotional disabilities and their families.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,475,038.16**

Payment for services will be made at the rate of \$368,759.54 per year

Other basis for payment: 8,000 hrs. annually at \$46.09/hour

II. JUSTIFICATION

7. What conditions require that this work be done?

This contracts provides support for families in need of assistance that have not yet been assigned to a DCFS program. These services include providing direct parent support, parent mentoring, family and consumer leadership training, joint parent/staff training, informing parents of the services available for their children and being the parents advocate while they work to obtain the appropriate services and support for their children.

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

State and Division employees do not provide family counseling.

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):

Frontier Community Action Agency
Prevention and Strengthening Solutions Inc.
Nevada P.E.P. Inc.

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #40DHHS-S858, 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: 09/19/2019 Anticipated re-bid date: 06/01/2023

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 (CETS #12810) and has been since 2012. 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:

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	knielsen	11/26/2019 15:29:11 PM
Division Approval	knielsen	11/26/2019 15:29:14 PM
Department Approval	mwinebar	12/03/2019 13:01:17 PM
Contract Manager Approval	sknigge	12/06/2019 08:56:11 AM
Budget Analyst Approval	laaron	12/09/2019 14:18:20 PM
BOE Agenda Approval	bwooldri	12/09/2019 15:42:29 PM
BOE Final Approval	Pending	

Steve Sisolak
Governor

Richard Whitley, MS
Director



**DEPARTMENT OF
HEALTH AND HUMAN SERVICES**
Division of Child and Family Services
Helping people. It's who we are and what we do.



Ross Armstrong
Administrator

MEMORANDUM

TO: Lynnette Aaron, Executive Branch Budget Officer
Governor's Finance Office, Budget Division

THROUGH: Mark Winebarger, Admin Services Officer IV
Department of Health and Human Services, Director's Office

FROM: Katrina Nielsen, Admin Services Officer IV
Division of Child and Family Services *KN*

DATE: December 4, 2019

SUBJECT: Retroactive Contract Request – CETS #22590 Nevada PEP, Inc.

The Division of Child and Family Services respectfully requests a retroactive effective date of January 1, 2020 for the contract with Nevada PEP, Inc. resulting from Request for Proposal 40DHHS-S858 in order to continue services without interruption. The Division began the process in what it believed to be ample time to allow for the Request for Proposal process to take place. Due to unforeseen contract negotiation delays, the Purchasing Division was unable to complete the contract and route for signatures in time to meet the deadline for the December Board of Examiners' meeting. We are requesting a retroactive start date of January 1, 2020 to prevent a lapse in Family to Family Supportive Services.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18786** Amendment Number: **2**

Agency Name: **DEPARTMENT OF CORRECTIONS** Legal Entity Name: **Peck, Gerald R DBA All Creatures**

Agency Code: **440** Contractor Name: **Peck, Gerald R DBA All Creatures**

Appropriation Unit: **3727-35** Address: **Mobile Veterinary Hospital**

Is budget authority available?: **Yes** City/State/Zip: **Carson City, NV 89705-6903**

If "No" please explain: **Not Applicable** Contact/Phone: **Gerald Peck, DVM 775/690-0632**

Vendor No.: **T29002966**

NV Business ID: **NV20171707009**

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/11/2017**

Anticipated BOE meeting date: **01/2020**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **04/11/2020**

Contract term: **4 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Veterinary Services**

5. Purpose of contract:

This is the second amendment to the original contract which provides ongoing veterinary services for the wild horses boarded by the department for the Bureau of Land Management. This amendment extends the termination date from April 11, 2020 to June 11, 2021 and increases the maximum amount from \$49,000 to \$104,000 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:	\$49,000.00	\$49,000.00	\$49,000.00	Yes - Info
a. Amendment 1:	\$0.00	\$0.00	\$49,000.00	No
2. Amount of current amendment (#2):	\$55,000.00	\$55,000.00	\$104,000.00	Yes - Action
3. New maximum contract amount:	\$104,000.00			
and/or the termination date of the original contract has changed to:	06/11/2021			

II. JUSTIFICATION

7. What conditions require that this work be done?

The Prison Ranch boards approximately 1500 wild horses for the Bureau of Land Management (BLM). The Ranch's agreement with the BLM is that the BLM reimburses the Ranch for the cost of wild horse veterinary services.

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

The department ranch staff do not have the expertise nor the qualifications to perform professional veterinary services. No other state agency performs this service.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

Gerald Peck DVM was the only veterinary to respond.

d. Last bid date: 05/01/2017 Anticipated re-bid date: 03/01/2019

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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 Prison Ranch. We are highly satisfied with Dr. Peck's performance.

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

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

Not Applicable

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

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

Yes

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

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ddastal	11/12/2019 12:46:16 PM
Division Approval	amonro1	11/15/2019 14:17:06 PM
Department Approval	sewart	11/18/2019 09:42:15 AM
Contract Manager Approval	aroma2	12/06/2019 11:31:04 AM

Budget Analyst Approval
BOE Agenda Approval

bmacke1
jrodrig9

12/09/2019 13:27:54 PM
12/24/2019 10:38:24 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **22592**Agency Name: **DEPARTMENT OF AGRICULTURE**Agency Code: **550**Appropriation Unit: **2691-31**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Solliance, Inc.**Contractor Name: **Solliance, Inc.**Address: **315 S Coast Hwy 101, # U-241**City/State/Zip: **Encinitas, CA 92024**Contact/Phone: **Michele Leroux Bustamante 619-517-6288**

Vendor No.:

NV Business ID: **NV20191646797**To what State Fiscal Year(s) will the contract be charged? **2020**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/16/2019**

Anticipated BOE meeting date 01/2020

Retroactive? **Yes**

If "Yes", please explain

Since the project must be completed and the grant fully obligated by March 31, 2020 time is of the essence. The project is at risk of not being completed and a loss of grant funding is likely if the contract is not approved prior to the January 14, 2020 BOE meeting. The enclosed retro memo and waiver have additional project specifics and timeline information for this project.

3. Termination Date: **04/30/2020**Contract term: **135 days**4. Type of contract: **Contract**Contract description: **Authentication Tool**

5. Purpose of contract:

This is a new contract to provide programming services for a user authentication tool to support the direct certification match system that identifies student eligibility for participation in the free and reduced cost lunch programs.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$97,500.00**

Other basis for payment: Deposit and progressive payments based on proposed deliverables and payment due dates as outlined in Scope of Work under Payment Schedule.

II. JUSTIFICATION

7. What conditions require that this work be done?

The implementation of this project will achieve our goal to decrease administrative errors in local education agencies and schools.
The project includes a statewide direct certification match system that consolidates SNAP and TANF eligibility data for the free and reduced lunch program.

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

Due to staffing time constraints and the complexity of this single sign-on application, no state employees have this expertise.

9. Were quotes or proposals solicited?

No

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

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

Not Applicable

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

Approval #: 191202

Approval Date: 12/03/2019

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

Solliance is the source of the coding used in IdentityServer4 Open Source ID platform. They have in-depth knowledge and familiarity with the system and source code. Through our extensive research this vendor emerged as the leading authority on the IdentityServer4 technology.

d. Last bid date: 10/15/2019 Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other

NT7 Business License Other

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	12/10/2019 09:27:47 AM
Division Approval	bbel1	12/10/2019 09:27:49 AM
Department Approval	bbel1	12/10/2019 09:27:52 AM
Contract Manager Approval	melli2	12/10/2019 09:45:42 AM
EITS Approval	tgalluzi	12/10/2019 14:03:50 PM
Budget Analyst Approval	mlynn	12/16/2019 15:46:56 PM
BOE Agenda Approval	cmurph3	12/23/2019 13:42:13 PM

Steve Sisolak
Governor



Deonne E. Contine
Director

Robin Hager
Deputy Director

Kevin D. Doty
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Purchasing Division

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

Purchasing Use Only:	
Approval#:	191202 (CD)

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:			
	State Agency Name:	Department of Agriculture		
		<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
		Andre Urruty	775-353-3602	a.urruty@agri.nv.gov

1b	Vendor Information:	
	Identify Vendor:	Solliance
	Contact Name:	Michele Leroux Bustamante
	Complete Address:	315 S. Coast Hwy 101, Suite U-241, Encinitas, CA 92024
	Telephone Number:	(858)212-0112
	Email Address:	michelebusta@solliance.net

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	
	Professional Service Exemption:	X

1d	Contract Information:			
	Is this a new Contract?	Yes	X	No
	Amendment:	#		
	CETS:	#		

1e	Term:				
	One (1) Time Purchase:				
	Contract:	Start Date:	12/10/2019 (Dec BOE)	End Date:	03/31/2020

1f	Funding:	
	State Appropriated:	
	Federal Funds:	X
	Grant Funds:	
	Other (Explain):	

Revised Submission Rec'd 3PM 11/25/19

<i>Purchasing Use Only:</i>	
Approval #:	191202①

1g	Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase:
	\$97,500.00

2	Provide a description of work/services to be performed or commodity/good to be purchased:
	<p>Nevada Dept of Agriculture, Food and Nutrition Services Program received an extension to utilize 2016 ART Grant funds through March 31, 2019 for the purpose of a project to decrease administrative errors in those local educational agencies (LEAs) and schools identified by State agencies that are experiencing or likely to experience, Program administrative errors. The project includes a statewide direct certification match system that consolidates SNAP and TANF eligibility data for the free and reduced lunch program into a single source. Currently only three LEAs out of 22 in Nevada who use direct certification are using an electronic matching system related to certification of students who are receiving SNAP and TANF benefits to be eligible for free and reduced lunch (FRL). The Dept. of Agriculture was able to obtain a copy of the eligibility certification workflow application developed by the State of Arizona to use as the student lookup tool. This application did not include the user authentication tool which is proprietary and not able to be shared with Nevada. A user authentication tool is necessary as the student lookup application will be used by individuals outside of NDA and non-State employees and is not included in the Arizona student look up workflow application. NDA identified an open source identity server programming platform that uses .NET framework structure similar to what is already used in NDA's environment called IdentityServer 4 as an inexpensive option that can be better maintained once in place by the NDA in-house programmers. The open source platform was developed by a programmer working for Solliance. NDA is seeking implementation services from Solliance to expeditiously assist NV NDA programmers with the implementation of the IdentityServer4 and integration within the student look up tool. Solliance is highly knowledgeable about IdentityServer4 as their programmer(s) developed the original open source code.</p> <p>Approximately, \$97,500 of the grant extension funding is needed for the user identity server infrastructure (user authentication tool) and vendor supported installation and configuration. The IdentityServer 4 authentication tool will allow for the authentication of non-state users into the student search system. The current state-wide authentication system, Active Directory Federation Services (ADFS), does not support non-state users nor is there in-house expertise readily available to configure IdentityServer4 at a level high enough to meet the project's extremely short implementation schedule. Expertise to hit the ground running and install, configure and connect to the student look up tool is needed due to the fast-tracked project timeline. The server will be placed on equipment that is already housed in the EITS Computing Facility. The department has already conducted a successful test of the methodology that will be employed with this solution and to meet the established deadlines needs to contract with Solliance as soon as possible and start the installation and configuration process.</p>

3	What are the unique features/qualifications required for this service or good that are not available from any other vendor:
	<p>Solliance is the source of the coding used in IdentityServer4 Open Source ID platform. They have in-depth knowledge and familiarity with the system and source code. Through our extensive research this vendor emerged as the leading authority on the IdentityServer4 technology needed to meet NDA's project implementation requirements and for troubleshooting any issues with integration to the new student lookup application.</p>

4	<p>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</p>
	<p>The ART 16 Grant was extended by the USDA to the end of March 2020. The extension was received by NV NDA the last week of Sept. 2019, leaving little time to implement the project and research coding necessary to set up the IdentityServer tool without contracting with a vendor with an existing high level of expertise with the IdentityServer 4 platform. NDA must utilize the highest authority on this open source tool to meet the implementation fast-track timeline or risk losing the grant funding.</p> <p>IdentityServer4 is an open source platform, due to the complexity of our requirements, the time frame we have been given by USDA to complete the project, and the importance of maintaining application security, we reached out to the authors of the code for their development support as they are the only company that specifically offers development support for this application architecture. Solliance is the company behind the open source code so they are the only company to have the complete knowledge and expertise that can help us complete this project to our specifications and within the timeframe of the grant requirements.</p> <p>NDA must act quickly to get a vendor under contract to assist with the user authentication of portion of this project. Nevada Dept. of Administration Technology Investment Notification (TIN) to move forward with this project was received by NV EITS on October 9, 2019 and NDA IT was notified that a contract to utilize Solliance was necessary the next week. NDA is seeking a waiver to utilize the expert knowledge of Solliance as the original source of the IdentityServer4 open source coding with the best ability to complete the complex work within the short timeframe dictated by the project requirements and the grant funding end date of March 31, 2020.</p> <p>The authentication piece (quoted by Solliance) is estimated to take two months, NDA's portion is estimated to take three to four months. Funding was approved by USDA at the end of September 2019 and must be used by March 31, 2020. There is insufficient time to locate another vendor with this expertise and complete the project on time without the risk of losing current and future grant funding. Both the Solliance and NDA programming teams will need to work together to compress the estimated timeframe in order to meet the funding deadline set by the federal grant funder, USDA. The NDA is also requesting permission from the Governor's Finance Office (GFO) and Board of Examiners (BOE) to process a retro-active contract and start work immediately.</p>

5	<p>Were alternative services or commodities evaluated? Check One.</p>	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>	
	<p>a. <i>If yes, what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.</i></p>					
	<p>NDA received source code from Arizona Department of Education which lacks authentication (user sign-on) because their application security came from a separate single sign-on system that they do not have rights to share. Due to staffing time constraints and the complexity of a single sign-on application, we are seeking to contract the authentication portion of the solution. The single sign-on application that we chose to use is IdentityServer4 because it uses the same .NET framework structure as our other applications, it can also be used to increase security of our existing API's, it is open source so we are able to modify and maintain the code after implementation as needed, and other platforms that we researched are monthly subscriptions based on the number of users. There is no ongoing funding for subscription services after this grant expires in March 2020.</p>					
<p>b. <i>If not, why were alternatives not evaluated?</i></p>						
<p> </p>						

Purchasing Use Only:

Approval #:

191202 (2)

6	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers MUST accompany this request.			Yes:		No:	X
	a. If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:						
	Term Start and End Dates		Value	Short Description	Type of Procurement (RFP#, RFQ#, Waiver #)		
			\$				
			\$				
			\$				

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?	
	<ul style="list-style-type: none"> The State would risk losing the opportunity to reduce administrative errors in identifying children eligible to take part in reduced or paid lunch programs. Currently, there are 800 to 1,000 children in Washoe County alone for whom school staff must manually match eligibility for nutrition assistance programs. The work performed in this contract will allow the automation of the data matching function of the assistance program, which will increase accuracy and more efficiently determine eligibility. NDA would be at risk of losing these grant funds and future grant funding if this project is not completed by the due date established by USDA. The system may not be implemented in a secure manner, may be written in outdated formats, and may not be able to perform all our requested tasks. Other vendors may require an annual maintenance contract. Lack of familiarity with the system would slow down the process past the grant deadline. 	

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?	
	After conducting extensive research for this service, this vendor was identified to perform the requested implementation with the expertise needed to meet the project requirements and meet the grant funded project deadlines.	

9	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>			Yes:	X	No:	
	a. If yes, please provide details regarding future obligations or needs. In the event the new system is updated sometime in the future or if the USDA allows another ART 2016 Grant extension past 3/31/2020, this vendor may be needed to update or continue work on the system.						

Purchasing Use Only:

Approval #:

191202 (10)

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.

H. An

Agency Representative Initiating Request

Homa Anoushehpour

Print Name of Agency Representative Initiating Request

11/22/19

Date

[Signature]

Signature of Agency Head Authorizing Request

11/22/19

ANDRE URRUTY

Print Name of Agency Head Authorizing Request

11/22/19

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:

TIN Approved by EITS 10/09/19

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 or 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.

Approved by:

Kevin D. Doty

Administrator, Purchasing Division or Designee

12/3/19

Date

Steve Sisolak
Governor



Deonne E. Contine
Director

David Haws
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Enterprise IT Services Division
100 N. Stewart Street, Suite 100 | Carson City, Nevada 89701
Phone: (775) 684-5800 | www.it.nv.gov | Fax: (775) 687-9097

M E M O R A N D U M

TO: Jennifer Ott, Director, NDA
Andre Urruty, Fiscal Administrator, NDA
Gayle Willmoth, ITM II, NDA
Jay Ludlow, ITP II, NDA

CC: David Haws, Administrator, EITS, DOA
David Axtell, Chief Enterprise Architect, EITS, DOA

FROM: Timothy Galluzi, Technology Investment Administrator, DOA, EITS

SUBJECT: TIN Review Completed: NDA – *ART 16 Grant Extension Student Lookup tool Authentication* - TIN: T550190918152415

DATE: October 9, 2019

We completed the review of Nevada Department of Agriculture's – *ART 16 Grant Extension Student Lookup tool Authentication* TIN.

The submitted TIN, for the estimated investment of \$97,500, supports the implementation of an authentication tool to support the student search application that has been received by the department. This tool will allow for the authentication of non-state users into the student search system. The current state-wide authentication system, Active Directory Federation Services (ADFS), does not support non-state users. The selected solution, IdentityServer, will be placed on equipment that is already housed in the EITS Computing Facility. The department has already conducted a successful test of the methodology that will be employed with this solution.

The Office of Information Security (OIS) is available for pre and post-implementation security review so that potential security risks can be mitigated to ensure the safety of the login data and mitigation of any potential threat vectors. Furthermore; The Open Systems Group in EITS looks forward to continuing to collaborate with the Department of Agriculture to successfully implement this solution.

A copy of this completion memo has also been attached to the TIN.

If I can be of further assistance, please feel free to contact me.



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Enterprise IT Services Division

100 N. Stewart Street, Suite 100 | Carson City, Nevada 89701
Phone: (775) 684-5800 | www.it.nv.gov | Fax: (775) 687-9097

M E M O R A N D U M

TO: Jennifer Ott, Director, NDA
Andre Urruty, Fiscal Administrator, NDA
Gayle Willmoth, ITM II, NDA
Jay Ludlow, ITP II, NDA

CC: David Haws, Administrator, EITS, DOA
David Axtell, Chief Enterprise Architect, EITS, DOA

FROM: Timothy Galluzi, Technology Investment Administrator, DOA, EITS

SUBJECT: TIN Review Completed: NDA – *ART 16 Grant Extension Student Lookup tool Authentication* - TIN: T550190918152415

DATE: October 9, 2019

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A copy of this completion memo has also been attached to the TIN.

If I can be of further assistance, please feel free to contact me.

STEVE SISOLAK
Governor

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



JENNIFER OTT
Director

Elko Office:
4780 East Idaho St.
Elko, NV 89801-4672
Telephone (775) 738-8076
Fax (775) 738-2693

STATE OF NEVADA
DEPARTMENT OF AGRICULTURE
405 South 21st St.
Sparks, Nevada 89431-5557
Telephone (775) 353-3601 Fax (775) 353-3661
agri.nv.gov

December 4, 2019

To: Susan Brown, Director
Governor's Finance Office

Through: Matthew Tuma
Executive Branch Budget Officer

From: Andre Urruty
Fiscal Administrator, Nevada Department of Agriculture

Subject: Request for Contract Retroactive Start Date, Contract #22592, Solliance, Inc.

This memo serves to request that Nevada Department of Agriculture (NDA) retroactively contract with Solliance Inc. to perform programming services to add a user authentication tool (known as IdentityServer4) to its direct certification match system for the purpose of identifying student eligibility to participate in free and reduced-cost lunch programs. This project will be funded by a federal grant which is set to expire on March 31, 2020. This work has been pre-approved by the U.S. Department of Agriculture as an allowable and necessary expenditure.

In September 2019, the NDA was granted an extension through March 31, 2020, for the 2016 Administrative Review Training (ART) Grant with no increase in funding or change in purpose. The original amount of the grant was \$380,751.00. As of November 25, 2019, the balance of the grant funding remaining was approximately \$236,077. Grand funds must be fully encumbered by that date or will be forfeited. The amount of the Solliance contract is \$97,500.

In October 2019, NDA received approval from EITS for TIN: T550190918152415 for this project. This project is estimated to take four to six months to complete. It should be noted that we now have less than four months to complete the project to ensure full federal funding.

Additionally, Solicitation Waiver #191202 was approved by State Purchasing on December 3, 2019.

Due to the timeline above, it is necessary to contract with a vendor with an existing high level of expertise with the IdentityServer 4 platform. NDA must utilize the highest authority on this open source tool to meet the implementation fast-track timeline or risk losing the grant funding. Solliance Inc. is the author of this open source code and has the expertise needed to meet our project requirements including the grant funded project deadlines.

Since the project must be completed and the grant fully obligated by March 31, 2020, time is of the essence. The project is at risk of not being completed and a loss of grant funding is likely if the contract is not approved prior to the January 14, 2020 meeting of the Board of Examiners. NDA therefore requests approval for a retroactive start date for this contract of December 16, 2019, to permit the required work to begin immediately and to meet project and grant funding deadlines.

Your approval of this request would be very much appreciated. Please feel free to contact me if you have further questions.

2300 East St. Louis Ave.
Las Vegas, NV 89104
Telephone (702) 668-4590
Fax (702) 668-4567

405 South 21st St.
Sparks, Nevada, 89431
Telephone (775) 353-3601
Fax (775) 353-3661

4780 East Idaho St.
Elko, NV 89801
Telephone (775) 738-8076
Fax (775) 738-2693

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22487**

Agency Name: DEPARTMENT OF WILDLIFE	Legal Entity Name: U.S. Department of the Interior, Bureau of Land Management
Agency Code: 702	Contractor Name: U.S. Department of the Interior, Bureau of Land Management
Appropriation Unit: 4464-15	Address: 3900 East Idaho Street
Is budget authority available?: Yes	City/State/Zip: Elko, NV 89801
If "No" please explain: Not Applicable	Contact/Phone: Sherri Ferguson 775-861-6441
	Vendor No.:
	NV Business ID: Government Entity

To what State Fiscal Year(s) will the contract be charged? **2020-2021**

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

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

Agency Reference #: 20R-01

2. Contract start date:

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

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/22/2020**

Contract term: **264 days**

4. Type of contract: **Revenue Contract**

Contract description: **Wildlife Monitoring**

5. Purpose of contract:

This is a new revenue interlocal agreement to provide monitoring of wildlife movement, behavior changes, habitat use and genetic health.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$54,225.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Monitor migration patterns to perform habitat restoration services.

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?

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:

BLM contracts statewide with the State of Nevada.

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:

Cody Schroeder, Wildlife Staff Specialist Ph: 775-688-1659

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nroble1	10/08/2019 14:54:22 PM
Division Approval	tdoucett	10/16/2019 10:25:36 AM
Department Approval	eobrien	11/06/2019 16:31:31 PM
Contract Manager Approval	nroble1	12/04/2019 11:08:02 AM
Budget Analyst Approval	mlynn	12/04/2019 13:29:00 PM
BOE Agenda Approval	cmurph3	12/09/2019 14:20:18 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: **22672**

Agency Name: DCNR - DIVISION OF WATER RESOURCES	Legal Entity Name: U.S. Department of the Interior, U.S. Geological Survey
Agency Code: 705	Contractor Name: U.S. Department of the Interior, U.S. Geological Survey
Appropriation Unit: 4157 - All Categories	Address: U.S. Geological Survey 2730 Deer Run Road
Is budget authority available?: Yes	City/State/Zip: Carson City, NV 89701
If "No" please explain: Not Applicable	Contact/Phone: Steven Berris 775-887-7600
	Vendor No.: T80838030
	NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2020-2021**

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	37.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	63.00 % Reimbursement

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2019**
Anticipated BOE meeting date 01/2020

Retroactive? **Yes**

If "Yes", please explain

Documents necessary for the processing of this joint funding agreement were received well after the September BOE deadline submission. Receipt of the documents prior to processing the joint funding agreement was necessary as they are the authorization instruments approved by the contributing parties. The Division of Water Resources received confirmation of Southern Nevada Water Authority's agreement to provide funding on December 10, 2019.

3. Termination Date: **09/30/2020**

Contract term: **1 year**

4. Type of contract: **Other (include description): Joint Funding Agreement**

Contract description: **Hydrology Monitoring**

5. Purpose of contract:

This is a new joint funding agreement to provide monitoring services of water resources in southern and eastern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$398,660.00**

Payment for services will be made at the rate of \$99,665.00 per quarter

II. JUSTIFICATION

7. What conditions require that this work be done?

This is an on-going data collection program instituted to provide information regarding hydrologic conditions in the region. This information is necessary for the administration of the region's water resources.

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

The U.S. Geological Survey has the scientists, equipment and expertise to provide the products and services.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

The U.S. Geological Survey (USGS) has the necessary equipment in place and the experience in delivering the desired product, and the State Engineer is authorized to enter into agreements with the USGS under NRS 532.170.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Division has executed many agreements with the U.S. Geological Survey that have resulted in products widely used by governmental agencies and the public. The results have been satisfactory.

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Levi Kryder, Hydrology Section Chief Ph: 775-684-2866

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bre00	12/10/2019 16:08:23 PM
Division Approval	bre00	12/10/2019 16:08:27 PM
Department Approval	kwilliam	12/10/2019 16:10:28 PM
Contract Manager Approval	bre00	12/10/2019 16:16:34 PM
Budget Analyst Approval	mtum1	12/18/2019 10:08:15 AM
BOE Agenda Approval	cmurph3	12/23/2019 09:36:37 AM
BOE Final Approval	Pending	



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

901 South Stewart Street, Suite 2002

Carson City, Nevada 89701-5250

(775) 684-2800 • Fax (775) 684-2811

<http://water.nv.gov>

MEMORANDUM

December 10, 2019

To: Matt Tuma, Budget Analyst, Governor's Finance Office

From: Brandi Re, Management Analyst III, Division of Water Resources

Through: Tim Wilson, P.E., Acting State Engineer

Re: Retroactive Request - Joint Funding Agreement with the U.S. Geological Survey for the ongoing cooperative data-monitoring program in the Carlin Trend area – Contract# 22672

Accompanying this memorandum is the proposed Joint Funding Agreement (JFA) for the Eastern and Southern Nevada Hydrology Monitoring Program and associated documents. The contract start date is October 1, 2019 with expiration on September 30, 2020. Documents necessary for the processing of the JFA were received well after the September BOE submission deadline from the third-party included in the JFA; Southern Nevada Water Authority (SNWA). Receipt of these documents prior to processing the JFA was necessary as they are the authorizing instruments approved by the third-party entity. Funding for this program comes from B/A 4157 along with pass through money from SNWA.

Please contact me at 684-2863 with any questions or comments you may have regarding this matter.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18715** Amendment Number: **3**

Agency Name: **DCNR - ENVIRONMENTAL PROTECTION** Legal Entity Name: **BEC ENVIRONMENTAL, INC.**

Agency Code: **709** Contractor Name: **BEC ENVIRONMENTAL, INC.**

Appropriation Unit: **3187-54** Address: **7660 WEST SAHARA AVENUE SUITE 150**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89117-2786**

If "No" please explain: **Not Applicable** Contact/Phone: **Eileen Christensen 702/304-9830**

Vendor No.: **T32000808**

NV Business ID: **NV20021197371**

To what State Fiscal Year(s) will the contract be charged? **2018-2021**

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

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

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 **01/2020**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2021**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Brownfields Program**

5. Purpose of contract:

This is the third amendment to the original contract which provides ongoing support services for the Nevada Brownfields Program by conducting site-specific assessment, cleanup and other redevelopment activities at eligible sites. This amendment increases the maximum amount from \$657,000 to \$924,000 due to the increased need for these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$300,000.00	\$300,000.00	\$300,000.00	Yes - Action
a. Amendment 1:	\$283,364.00	\$283,364.00	\$283,364.00	Yes - Action
b. Amendment 2:	\$73,636.00	\$73,636.00	\$73,636.00	Yes - Action
2. Amount of current amendment (#3):	\$267,000.00	\$267,000.00	\$267,000.00	Yes - Action
3. New maximum contract amount:	\$924,000.00			

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. The total program contract maximum is listed for each vendor and assigned per ability to complete each task.

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)?

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	kbradle1	11/26/2019 12:29:45 PM
Division Approval	jcollin5	12/04/2019 10:56:42 AM
Department Approval	jcollin5	12/04/2019 10:56:47 AM
Contract Manager Approval	kvalde1	12/04/2019 12:37:31 PM
Budget Analyst Approval	mtum1	12/17/2019 18:02:24 PM
BOE Agenda Approval	cmurph3	12/24/2019 12:22:00 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: **18713** Amendment Number: **3**
 Agency Name: **DCNR - ENVIRONMENTAL PROTECTION** Legal Entity Name: **MCGINLEY & ASSOCIATES**
 Agency Code: **709** Contractor Name: **MCGINLEY & ASSOCIATES**
 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? **2018-2021**

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

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

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 **01/2020**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2021**
 Contract term: **4 years**

4. Type of contract: **Contract**
 Contract description: **Brownfields Program**

5. Purpose of contract:
This is the third amendment to the original contract which provides ongoing support services for the Nevada Brownfields Program by conducting site-specific assessment, cleanup and other redevelopment activities at eligible sites. This amendment increases the maximum amount from \$657,000 to \$924,000 due to the increased need for these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$300,000.00	\$300,000.00	\$300,000.00	Yes - Action
a. Amendment 1:	\$283,364.00	\$283,364.00	\$283,364.00	Yes - Action
b. Amendment 2:	\$73,636.00	\$73,636.00	\$73,636.00	Yes - Action
2. Amount of current amendment (#3):	\$267,000.00	\$267,000.00	\$267,000.00	Yes - Action
3. New maximum contract amount:	\$924,000.00			

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. The total program contract maximum is listed for each vendor and assigned per ability to complete each task.

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	kbradle1	11/26/2019 12:30:58 PM
Division Approval	jcollin5	12/04/2019 10:59:46 AM
Department Approval	jcollin5	12/04/2019 10:59:50 AM
Contract Manager Approval	kvalde1	12/04/2019 12:39:29 PM
Budget Analyst Approval	mtum1	12/17/2019 18:05:21 PM
BOE Agenda Approval	cmurph3	12/24/2019 12:21:15 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: **19872** Amendment Number: **2**
 Agency Name: **DCNR - ENVIRONMENTAL PROTECTION** Legal Entity Name: **TERRAPHASE ENGINEERING, INC.**
 Agency Code: **709** Contractor Name: **TERRAPHASE ENGINEERING, INC.**
 Appropriation Unit: **3187-75** Address: **610 SW Broadway, Suite 407**
 Is budget authority available?: **Yes** City/State/Zip: **Portland, OR 97205**
 If "No" please explain: **Not Applicable** Contact/Phone: **James Farrow, PG, RG, LHg 503/889-0367**
 Vendor No.: **T27042197**
 NV Business ID: **NV20181232189**

To what State Fiscal Year(s) will the contract be charged? **2018-2022**

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

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

Agency Reference #: **RFP #3518 / DEP #18-018**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/08/2018**

Anticipated BOE meeting date **01/2020**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **05/07/2020**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Abandoned Mine Lands**

5. Purpose of contract:

This is the second amendment to the original contract which provides support services for the Abandoned Mine Lands Program at the Anaconda Copper Mine Site by conducting specific review and assessment of clean-up activities. This amendment extends the termination date from May 7, 2020 to May 7, 2022 and increases the maximum amount from \$700,000 to \$1,400,000 due to the continued need for these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$500,000.00	\$500,000.00	\$500,000.00	Yes - Action
a. Amendment 1:	\$200,000.00	\$200,000.00	\$200,000.00	Yes - Action
2. Amount of current amendment (#2):	\$700,000.00	\$700,000.00	\$700,000.00	Yes - Action
3. New maximum contract amount:	\$1,400,000.00			
and/or the termination date of the original contract has changed to:	05/07/2022			

II. JUSTIFICATION

7. What conditions require that this work be done?

To provide technical reviews, content verification and comments to the State on required reports generated by the company responsible for the environmental cleanup.

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):

Broadbent & Associates, Inc.
Geo-Logic Associates, Inc.
Terrpahase Engineering, Inc.

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3518, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 02/07/2018 Anticipated re-bid date: 09/07/2021

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:

The vendor has provided services to NDEP since May 2018. 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:

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

kbradle1

11/26/2019 12:27:10 PM

Division Approval	jcollin5	12/04/2019 11:00:35 AM
Department Approval	jcollin5	12/04/2019 11:00:39 AM
Contract Manager Approval	kvalde1	12/04/2019 12:36:31 PM
Budget Analyst Approval	mtum1	12/18/2019 09:32:26 AM
BOE Agenda Approval	cmurph3	12/24/2019 10:48:04 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22455**

Agency Name: DETR - REHABILITATION DIVISION	Legal Entity Name: San Diego State University Research Foundation
Agency Code: 901	Contractor Name: San Diego State University Research Foundation
Appropriation Unit: 3265-17	Address: 5250 Campanile Dr
Is budget authority available?: Yes	City/State/Zip: San Diego, CA 92182-1901
If "No" please explain: Not Applicable	Contact/Phone: Sandra Nordahl 619-594-4172
	Vendor No.: T81037053
	NV Business ID: NV20161368948

To what State Fiscal Year(s) will the contract be charged? **2020-2021**

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

X	General Funds	21.30 %	Fees	0.00 %
X	Federal Funds	78.70 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 3348-21-REHAB

2. Contract start date:

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

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **03/31/2021**

Contract term: **1 year and 89 days**

4. Type of contract: **Contract**

Contract description: **2020 Needs Assessmen**

5. Purpose of contract:

This is a new contract to provide technical assistance for the completion of Nevada's comprehensive statewide needs assessment per the Federal Rehabilitation Service Administration's Vocational Rehabilitation Needs Assessment Guide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$59,883.00**

Other basis for payment: Personnel/Fringe: \$34,792; Travel: \$5,656; Independent Contractors: \$6,300; Operating: \$8,699; Indirect: \$4,436. The total contract not to exceed \$59.883.

II. JUSTIFICATION

7. What conditions require that this work be done?

Per 34 CFR 361.29, the State plan is required to include results of a comprehensive, statewide assessment every 3 years describing the rehabilitation needs of individuals with diasabilities residing within the State.

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

The Comprehensive Statewide Needs Assessment requires the assistance of skilled technical experts. State employees are not technically skilled in this manner.

9. Were quotes or proposals solicited? **Yes**

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

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

University of Arkansas
University of Nevada, Reno
San Diego State University
George Washington University

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP# REHAB-1-2020 and in accordance with NRS 333, the selected vendor was the highest scorer proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 06/28/2019 Anticipated re-bid date: 06/01/2022

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

Yes If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

8%

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 satisfactory services to Rehabilitation since 1999.

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	mjohns43	12/06/2019 08:56:38 AM
Division Approval	kdesoci1	12/06/2019 10:07:31 AM
Department Approval	kdesoci1	12/06/2019 10:07:34 AM
Contract Manager Approval	mjohns43	12/13/2019 14:52:35 PM
Budget Analyst Approval	dbaughn	12/13/2019 15:00:55 PM
BOE Agenda Approval	cbrekken	12/18/2019 13:31:44 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 19868	Amendment Number: 1
Agency Name: DETR - REHABILITATION DIVISION	Legal Entity Name: WMK LLC DBA MOBILITY WORKS
Agency Code: 901	Contractor Name: WMK LLC DBA MOBILITY WORKS
Appropriation Unit: 3265-09	Address: 2100 S DECATUR BLVD
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89102-8505
If "No" please explain: Not Applicable	Contact/Phone: GEORGE NOHRA 702/876-9606
	Vendor No.: T32004343A
	NV Business ID: NV20161464693

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.

X	General Funds	21.30 %	Fees	0.00 %
X	Federal Funds	78.70 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 3230-20-REHAB

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/20/2018**
Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2020**

Contract term: **3 years and 346 days**

4. Type of contract: **Contract**

Contract description: **Mobility Works-South**

5. Purpose of contract:

This is the first amendment to the original contract which provides ongoing modifications and conversions of new and used vehicles for vocational rehabilitation clients. This amendment extends the termination date from June 30, 2020 to March 31, 2022 and increases the maximum amount from \$45,000 to \$100,000 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:	\$45,000.00	\$45,000.00	\$45,000.00	Yes - Info
2. Amount of current amendment (#1):	\$55,000.00	\$55,000.00	\$100,000.00	Yes - Action
3. New maximum contract amount: and/or the termination date of the original contract has changed to:	\$100,000.00 03/31/2022			

II. JUSTIFICATION

7. What conditions require that this work be done?

The Rehabilitation Act of 1973 as amended (section 7(30) and 29 U.S.C. 705 (30)), 34 CFR Part 361, The Americans With Disabilities Act as amended, The Workforce Investment Act of 1998 as amended (Section 188), 29 CFR Part 37, Title VI and VII of the Civil Rights Act of 1964 as amended.

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

No state agencies or employees have the equipment or the experience 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):

WMK LLC
Ability Center
Better Life Mobility Center
Advanced Technology

b. Solicitation Waiver: **Not Applicable**

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

Only vendor to submit a proposal.

d. Last bid date: Anticipated re-bid date: 09/01/2021

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:

The vendor, and its predecessor, has been performing satisfactory service since March 2007 for the Department of Employment, Training and Rehabilitation.

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	kdesoci1	12/03/2019 13:43:11 PM
Division Approval	kdesoci1	12/03/2019 13:43:15 PM

Department Approval	kdesoci1	12/03/2019 13:43:18 PM
Contract Manager Approval	mjohns43	12/03/2019 14:55:59 PM
Budget Analyst Approval	dbaughn	12/12/2019 11:38:23 AM
BOE Agenda Approval	cbrekken	12/13/2019 08:07:51 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22562**

Agency Name:	BDC LICENSING BOARDS & COMMISSIONS	Legal Entity Name:	Jill I. Greiner, Esq.
Agency Code:	BDC	Contractor Name:	Jill I. Greiner, Esq.
Appropriation Unit:	B011 - All Categories	Address:	2915 Sagittarius Drive
Is budget authority available?:	Yes	City/State/Zip:	Reno, NV 89509
If "No" please explain:	Not Applicable	Contact/Phone:	Jill Greiner 775-742-2814
		Vendor No.:	
		NV Business ID:	NV20191614044

To what State Fiscal Year(s) will the contract be charged? **2020-2022**

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

2. Contract start date:

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

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/09/2021**

Contract term: **1 year and 343 days**

4. Type of contract: **Contract**

Contract description: **Legal - Hearing Ofcr**

5. Purpose of contract:

This is a new contract to provide hearing officer services for contested matters.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$160,000.00**

Payment for services will be made at the rate of \$200.00 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

The Board periodically finds it necessary to engage attorneys, investigators and other professional consultants pursuant to NRS 624.115.

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

Legal services provided by the Contractor requires a specific area of knowledge and there is also a need for continuity of services.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

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

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

[Empty 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: 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	dlumbert	10/29/2019 10:26:28 AM
Division Approval	dlumbert	10/29/2019 10:26:30 AM
Department Approval	dlumbert	10/29/2019 10:26:34 AM
Contract Manager Approval	dlumbert	10/29/2019 10:26:36 AM
Budget Analyst Approval	lfree1	12/09/2019 10:20:53 AM
BOE Agenda Approval	lfree1	12/09/2019 10:20:57 AM
BOE Final Approval	Pending	

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.		VARIOUS STATE AGENCIES	RENO PSYCHOLOGICAL SERVICES, LLC	OTHER: VARIOUS AGENCIES	\$250,000	
	Contract Description:	This is a new contract to provide standardized behavioral assessments and early intervention services statewide.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 22636		
2.		VARIOUS STATE AGENCIES	AMERIGAS PROPANE, L.P.	OTHER: VARIOUS AGENCIES	\$118,500,000	
	Contract Description:	This is a new contract to provide ongoing bulk fuel purchase and delivery services statewide on an as-needed basis for state-owned tanks.				
		Term of Contract:	02/01/2020 - 01/31/2024	Contract # 22656		
3.		VARIOUS STATE AGENCIES	CARLY COUGHLIN DBA COUGHLIN VOCATIONAL COUNSELING	OTHER: VARIOUS AGENCIES	\$200,000	
	Contract Description:	This is a new contract to provide job development services statewide.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 22579		
4.		VARIOUS STATE AGENCIES	FERRELLGAS, LP	OTHER: VARIOUS AGENCIES	\$118,500,000	
	Contract Description:	This is a new contract to provide ongoing bulk fuel purchase and delivery services statewide on an as-needed basis for state-owned tanks.				
		Term of Contract:	02/01/2020 - 01/31/2024	Contract # 22657		
5.		VARIOUS STATE AGENCIES	FLYERS ENERGY, LLC	OTHER: VARIOUS AGENCIES	\$118,500,000	
	Contract Description:	This is a new contract to provide ongoing bulk fuel purchase and delivery services statewide on an as-needed basis for state-owned tanks.				
		Term of Contract:	02/01/2020 - 01/31/2024	Contract # 22659		
6.		VARIOUS STATE AGENCIES	M D DEVELOPMENTAL AGENCY, LLC	OTHER: VARIOUS AGENCIES	\$400,000	
	Contract Description:	This is a new contract to provide applied behavioral analysis services statewide.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 22635		
7.		VARIOUS STATE AGENCIES	NVOHC, LLC DBA NEVADA OCCUPATIONAL HEALTH AND INJURY CARE CENTER	OTHER: VARIOUS AGENCIES	\$7,000,000	
	Contract Description:	This is a new contract to provide occupational health services to employees. Primary services include annual physical exams for law enforcement officers and firefighters; cardiac/pulmonary evaluations; audiology consultations; and hepatitis inoculations and screening.				
		Term of Contract:	01/01/2020 - 12/31/2023	Contract # 22589		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
8.		VARIOUS STATE AGENCIES	OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A.	OTHER: VARIOUS AGENCIES	\$7,000,000	
	Contract Description:	This is a new contract to provide occupational health services to employees. Primary services include: annual physical exams for law enforcement officers and firefighters; cardiac/pulmonary evaluations; audiology consultations; and hepatitis inoculations and screening.				
		Term of Contract:	01/01/2020 - 12/31/2023	Contract # 22588		
9.		VARIOUS STATE AGENCIES	REBEL OIL COMPANY, INC.	OTHER: VARIOUS AGENCIES	\$118,500,000	
	Contract Description:	This is a new contract to provide ongoing bulk fuel purchase and delivery services statewide on an as-needed basis for state-owned tanks.				
		Term of Contract:	02/01/2020 - 01/31/2024	Contract # 22658		
10.		VARIOUS STATE AGENCIES	THE SPRINGFIELD GROUP, LLC	OTHER: VARIOUS AGENCIES	\$400,000	
	Contract Description:	This is a new contract to provide job development services statewide.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 22661		
11.		VARIOUS STATE AGENCIES	THOMAS PETROLEUM, LLC DBA PILOT THOMAS LOGISTICS	OTHER: VARIOUS AGENCIES	\$118,500,000	
	Contract Description:	This is a new contract to provide ongoing bulk fuel purchase and delivery services statewide on an as-needed basis for state-owned tanks.				
		Term of Contract:	02/01/2020 - 01/31/2024	Contract # 22666		
12.		VARIOUS STATE AGENCIES	UHS OF SAVANNAH, LLC DBA COASTAL HARBOR TREATMENT CENTER	OTHER: VARIOUS AGENCIES	\$600,000	
	Contract Description:	This is a new contract to provide behavioral health services statewide.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 22539		

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **22636**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	RENO PSYCHOLOGICAL SERVICES, LLC
Agency Code:	MSA	Contractor Name:	RENO PSYCHOLOGICAL SERVICES, LLC
Appropriation Unit:	9999 - All Categories	Address:	645 PLUMAS ST.
Is budget authority available?:	Yes	City/State/Zip	RENO, NV 89509
If "No" please explain:	Not Applicable	Contact/Phone:	JOHN CRUM 775-697-9597
		Vendor No.:	T27043184
		NV Business ID:	NV20191570480

To what State Fiscal Year(s) will the contract be charged? **2020-2022**

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 %	X Other funding	100.00 % VARIOUS AGENCIES

Agency Reference #: **S167-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **01/2020**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **2 years and 180 days**4. Type of contract: **MSA**Contract description: **NonMedical Services**

5. Purpose of contract:

This is a new contract to provide standardized behavioral assessments and early intervention services statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide 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?

This vendor was selected as part of a multi award solicitation 99SWC-S167 for behavioral and community based related services

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

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	jthom17	12/03/2019 11:02:22 AM
Division Approval	jthom17	12/03/2019 11:02:24 AM
Department Approval	gdavi6	12/03/2019 14:45:42 PM
Contract Manager Approval	rvradenb	12/06/2019 11:14:07 AM
Budget Analyst Approval	stilley	12/16/2019 15:30:47 PM
BOE Agenda Approval	lfree1	12/17/2019 09:58:17 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: **22656**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: AmeriGas Propane, L.P.
Agency Code: MSA	Contractor Name: AmeriGas Propane, L.P.
Appropriation Unit: 9999 - All Categories	Address: 460 N. Gulph Road
Is budget authority available?: Yes	City/State/Zip: King of Prussia, PA 19406
If "No" please explain: Not Applicable	Contact/Phone: Dawn Stevenson 610-768-3601
	Vendor No.: PUR0001251
	NV Business ID: NV19951024549

To what State Fiscal Year(s) will the contract be charged? **2020-2024**

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

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

Agency Reference #: **RFQ 99SWC-S818**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2020**

Anticipated BOE meeting date **01/2020**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/31/2024**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Bulk Fuel Purchase**

5. Purpose of contract:

This is a new contract to provide ongoing bulk fuel purchase and delivery services statewide on an as-needed basis for state-owned tanks.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$118,500,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

State Agencies have the need for bulk fuel and delivery services.

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

The State does not employ bulk fuel purchase and delivery services for the state.

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):

**River City
Ferrellgas
Rebel Oil**

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFQ 99SWC-S818 and in accordance with NRS 333, this vendor met the qualifications of the RFQ and is one of 11 vendors selected by the appointed evaluation committee.

d. Last bid date: 08/19/2013 Anticipated re-bid date: 10/18/2023

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:

Amerigas is contracted under the previous RFQ 3064 for Bulk Fuel Purchase and Delivery.

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: LP

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: Nancy Feser, Purchasing Officer Ph: 775-684-0175

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	12/05/2019 13:51:22 PM
Division Approval	gdavi6	12/09/2019 09:49:32 AM
Department Approval	gdavi6	12/09/2019 09:52:37 AM
Contract Manager Approval	nfese1	12/09/2019 10:04:07 AM
Budget Analyst Approval	stilley	12/17/2019 11:29:36 AM
BOE Agenda Approval	lfree1	12/19/2019 13:09:47 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: **22579**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	CARLY COUGHLIN DBA COUGHLIN VOCATIONAL COUNSELING
Agency Code:	MSA	Contractor Name:	CARLY COUGHLIN DBA COUGHLIN VOCATIONAL COUNSELING
Appropriation Unit:	9999 - All Categories	Address:	333 MARSH AVE # 1E
Is budget authority available?:	Yes	City/State/Zip:	Reno, NV 89509
If "No" please explain:	Not Applicable	Contact/Phone:	Carly Coughlin 775/682-1599
		Vendor No.:	T29038491
		NV Business ID:	NV20121500408

To what State Fiscal Year(s) will the contract be charged? **2020-2022**

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 %	X Other funding	100.00 % VARIOUS AGENCIES

Agency Reference #: S165-TB

2. Contract start date:

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

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2022**

Contract term: **2 years and 180 days**

4. Type of contract: **MSA**

Contract description: **Job Development**

5. Purpose of contract:

This is a new contract to provide job development services statewide.

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?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide 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?

This vendor was selected as part of a multi award solicitation 99SWC-S165 for Job Development and related services.

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	jthom17	11/04/2019 15:34:19 PM
Division Approval	jthom17	11/04/2019 15:34:22 PM
Department Approval	ldeloach	11/04/2019 15:54:44 PM
Contract Manager Approval	rvradenb	11/08/2019 09:07:12 AM
Budget Analyst Approval	stilley	12/16/2019 15:18:11 PM
BOE Agenda Approval	lfree1	12/17/2019 09:59:43 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: **22657**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: Ferrellgas, LP
Agency Code: MSA	Contractor Name: Ferrellgas, LP
Appropriation Unit: 9999 - All Categories	Address: One Liberty Plaza
Is budget authority available?: Yes	City/State/Zip: Liberty, MO 64068
If "No" please explain: Not Applicable	Contact/Phone: Tori Davis 888-337-7355
	Vendor No.: T27000002
	NV Business ID: NV19861019337

To what State Fiscal Year(s) will the contract be charged? **2020-2024**

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

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

Agency Reference #: **99SWC-S818 NF**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2020**

Anticipated BOE meeting date **01/2020**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/31/2024**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Bulk Fuel Purchase**

5. Purpose of contract:

This is a new contract to provide ongoing bulk fuel purchase and delivery services statewide on an as-needed basis for state-owned tanks.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$118,500,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

State Agencies have the need for bulk fuel and delivery services.

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

The State does not employ bulk fuel and delivery services for the State.

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):

**Amerigas
River City Petroluem
Rebel Oil**

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFQ 99SWC-S818 and in accordance with NRS 333, this vendor met the qualifications of the RFQ and is one of 11 vendors selected by the appointed evaluation committee.

d. Last bid date: Anticipated re-bid date: 10/18/2023

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:

Nancy Feser, Purchasing Officer Ph: 775-684-0175

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	12/05/2019 13:53:02 PM
Division Approval	jthom17	12/05/2019 13:53:05 PM
Department Approval	mstar2	12/05/2019 17:01:01 PM
Contract Manager Approval	mstar2	12/05/2019 17:01:09 PM
Budget Analyst Approval	stilley	12/17/2019 11:28:32 AM
BOE Agenda Approval	lfree1	12/19/2019 13:10:48 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: **22659**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: Flyers Energy, LLC
Agency Code: MSA	Contractor Name: Flyers Energy, LLC
Appropriation Unit: 9999 - All Categories	Address: 655 South Stanford Way
Is budget authority available?: Yes	City/State/Zip: Sparks, NV 89431
If "No" please explain: Not Applicable	Contact/Phone: Bob Prary 775-689-1234
	Vendor No.: PUR0000041
	NV Business ID: NV20111608326

To what State Fiscal Year(s) will the contract be charged? **2020-2024**

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

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

Agency Reference #: **RFQ SWC99-S818 NF**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2020**

Anticipated BOE meeting date **01/2020**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/31/2024**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Bulk Fuel Purchase**

5. Purpose of contract:

This is a new contract to provide ongoing bulk fuel purchase and delivery services statewide on an as-needed basis for state-owned tanks.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$118,500,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

State Agencies have the need for bulk fuel and delivery services.

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

The State does not employ bulk fuel purchase and delivery services for the state.

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):

**Amerigas
Ferrellgas
Rebel Oil**

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFQ 99SWC-S818 and in accordance with NRS 333, this vendor met the qualifications of the RFQ and is one of 11 vendors selected by the appointed evaluation committee.

d. Last bid date: 08/19/2013 Anticipated re-bid date: 10/18/2023

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:

Flyers Energy, LLC is contracted under the previous RFQ 3064 for Bulk Fuel Purchase and Delivery.

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:
Nancy Feser, Purchasing Officer Ph: 775-684-0175

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	12/05/2019 13:53:43 PM
Division Approval	gdavi6	12/09/2019 09:51:17 AM
Department Approval	gdavi6	12/09/2019 09:52:21 AM
Contract Manager Approval	nfese1	12/09/2019 10:05:22 AM
Budget Analyst Approval	stilley	12/17/2019 11:27:41 AM
BOE Agenda Approval	lfree1	12/19/2019 13:06:01 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: **22635**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	M D DEVELOPMENTAL AGENCY, LLC
Agency Code:	MSA	Contractor Name:	M D DEVELOPMENTAL AGENCY, LLC
Appropriation Unit:	9999 - All Categories	Address:	2520 St. Rose Parkway
Is budget authority available?:	Yes	City/State/Zip:	Henderson, NV 89074
If "No" please explain:	Not Applicable	Contact/Phone:	Monique Robinson 773-407-7558
		Vendor No.:	T32008619
		NV Business ID:	NV20191306565

To what State Fiscal Year(s) will the contract be charged? **2020-2022**

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 %	X Other funding	100.00 % Various Agencies

Agency Reference #: S167-RV

2. Contract start date:

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

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2022**

Contract term: **2 years and 180 days**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide applied behavioral analysis services statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$400,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide 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?

This vendor was selected as part of a multi award solicitation 99SWC-S167 for Behavioral and community based related services.

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

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 current MSA contracts for early childhood development and for speech therapy and early intervention services statewide.

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	jthom17	12/03/2019 11:03:59 AM
Division Approval	jthom17	12/03/2019 11:04:03 AM
Department Approval	gdavi6	12/03/2019 14:46:21 PM
Contract Manager Approval	rvradenb	12/06/2019 11:13:35 AM
Budget Analyst Approval	stilley	12/17/2019 14:03:21 PM
BOE Agenda Approval	lfree1	12/18/2019 14:14:50 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **22589**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	NVOHC, LLC DBA Nevada Occupational Health and Injury Care Center
Agency Code:	MSA	Contractor Name:	NVOHC, LLC DBA Nevada Occupational Health and Injury Care Center
Appropriation Unit:	9999 - All Categories	Address:	3488 Goni Rd Suite 141
Is budget authority available?:	Yes	City/State/Zip:	Carson City, NV 89706
If "No" please explain:	Not Applicable	Contact/Phone:	Toni Corbiere 775/887-5030
		Vendor No.:	T32003874
		NV Business ID:	NV20151476247
To what State Fiscal Year(s) will the contract be charged?	2020-2024		

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

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

Agency Reference #: 99SWC-S653 GB

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2020**

Anticipated BOE meeting date 01/2020

Retroactive? **Yes**

If "Yes", please explain

It is imperative that we have Occupational Health Services available without any contract lapse. This contract is for the physical fit for duty exams for law enforcement officers, correctional officers and firefighters including cardiac, pulmonary, audiology consultations and evaluations and hepatitis inoculations and screening. Unfortunately we experienced a lengthy negotiation period and the vendor did not sign the contract until after the deadline for the December BOE (November 5th).

3. Termination Date: **12/31/2023**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Occupational Health**

5. Purpose of contract:

This is a new contract to provide occupational health services to employees. Primary services include: annual physical exams for law enforcement officers and firefighters; cardiac/pulmonary evaluations; audiology consultations; and hepatitis inoculations and screening.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$7,000,000.00**

Other basis for payment: As invoiced by the contractor and accepted by the State

II. JUSTIFICATION

7. What conditions require that this work be done?

Requirements are mandated in NRS 617, 455, 457 and NAC 617.010-617.100

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

State employees do not have the expertise to perform these 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):

Concentra
ARC Health and Wellness
Carson Tahoe Regional Medical Center

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP 99SWC0S653 and in accordance with NRS 333, the selected vendor was one of the two highest scoring proposers as determined by an independently appointed evaluation committee to provide Statewide services.

d. Last bid date: 05/22/2019 Anticipated re-bid date: 05/01/2023

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 contractor currently has a valid contract for Occupational Health Services. This is a Statewide contract and the performance 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:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	11/21/2019 15:16:50 PM
Division Approval	jthom17	11/21/2019 15:16:53 PM
Department Approval	ldeloach	11/22/2019 09:06:17 AM
Contract Manager Approval	gburchet	11/22/2019 09:48:57 AM
Budget Analyst Approval	stilly	12/17/2019 13:59:40 PM
BOE Agenda Approval	lfree1	12/18/2019 14:25:19 PM
BOE Final Approval	Pending	

Steve Sisolak
Governor



Peter Long
Interim Director

Robin Hager
Deputy Director

Kevin D. Doty
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

November 20, 2019

Governor's Finance Office:

Please accept this correspondence as a request for the attached contract, 99SWC-S653 for Occupational Health Services to be retroactive to January 1, 2020.

The reason this is being requested is that it is imperative for the Occupational Health Services contracts to not experience a lapse. This contract is for the physical exams for law enforcement officers and firefighters including cardiac, pulmonary, audiology consultations and evaluations and hepatitis inoculations and screening. This contract also is used to conduct new hire physical exams. The current contract terminates on December 31, 2019.

Unfortunately, we experienced a prolonged negotiation period that ended with the vendor not signing the contract in time to be submitted to the GFO by November 5, 2019 for the December BOE.

Thank you for your consideration,

Gail Burchett, Purchasing Officer II
Nevada State Purchasing

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **22588**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	Occupational Health Centers of the Southwest, P.A.
Agency Code:	MSA	Contractor Name:	Occupational Health Centers of the Southwest, P.A.
Appropriation Unit:	9999 - All Categories	Address:	DBA Concentra Medical Centers 5080 Spectrum Dr, Suite 1200W Addison, TX 75001
Is budget authority available?:	Yes	City/State/Zip	Addison, TX 75001
If "No" please explain:	Not Applicable	Contact/Phone:	Andrew Klein 702-575-0847
		Vendor No.:	T81102374
		NV Business ID:	NV19931094327

To what State Fiscal Year(s) will the contract be charged? **2020-2024**

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

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

Agency Reference #: 99SWC-S653 GB

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2020**

Anticipated BOE meeting date 01/2020

Retroactive? **Yes**

If "Yes", please explain

It is imperative that we have Occupational Health Services available without any contract lapse. This contract is for the physical fit-for-duty exams for law enforcement officers, correctional officers and firefighters, and new hire physical exams. Due to a lengthy negotiation period the vendor did not sign the contract until after the deadline for the December BOE (November 5th).

3. Termination Date: **12/31/2023**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Occupational Health**

5. Purpose of contract:

This is a new contract to provide occupational health services to employees. Primary services include: annual physical exams for law enforcement officers and firefighters; cardiac/pulmonary evaluations; audiology consultations; and hepatitis inoculations and screening.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$7,000,000.00**

Other basis for payment: As invoiced by the vendor and accepted by the State

II. JUSTIFICATION

7. What conditions require that this work be done?

Requirements are mandated in NRS 617, 455, 457 and NAC 617.010-617.100

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

State employees do not have the expertise to perform these 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):

Carson Tahoe Regional Medical Center
Nevada Occupational Health Centers
ARC Health and Wellness

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP 99SWC-S653 and in accordance with NRS 333, the selected vendor was one of the two highest scoring proposers as determined by an independently appointed evaluation committee to provide Statewide services.

d. Last bid date: 05/22/2019 Anticipated re-bid date: 05/01/2023

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 contractor currently has a valid contract for Occupational Health Services. This is a Statewide contract. The performance is satisfactory

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

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

Not Applicable

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

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

Yes

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

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	11/21/2019 15:15:38 PM
Division Approval	jthom17	11/21/2019 15:15:41 PM
Department Approval	ldeloach	11/22/2019 08:41:41 AM
Contract Manager Approval	gburchet	11/22/2019 09:48:31 AM
Budget Analyst Approval	stilley	12/17/2019 13:47:35 PM
BOE Agenda Approval	lfree1	12/18/2019 14:30:28 PM
BOE Final Approval	Pending	

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

November 20, 2019

Governor's Finance Office:

Please accept this correspondence as a request for the attached contract, 99SWC-S653 for Occupational Health Services to be retroactive to January 1, 2020.

The reason this is being requested is that it is imperative for the Occupational Health Services contracts to not experience a lapse. This contract is for the physical exams for law enforcement officers and firefighters including cardiac, pulmonary, audiology consultations and evaluations and hepatitis inoculations and screening. This contract also is used to conduct new hire physical exams. The current contract terminates on December 31, 2019.

Unfortunately, we experienced a prolonged negotiation period that ended with the vendor not signing the contract in time to be submitted to the GFO by November 5, 2019 for the December BOE.

Thank you for your consideration,

Gail Burchett, Purchasing Officer II
Nevada State Purchasing

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22658**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: Rebel Oil Company, Inc.
Agency Code: MSA	Contractor Name: Rebel Oil Company, Inc.
Appropriation Unit: 9999 - All Categories	Address: 2200 S. Highland Drive
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89102
If "No" please explain: Not Applicable	Contact/Phone: Christi Case 702-382-5866
	Vendor No.: PUR0000046
	NV Business ID: NV19541000076

To what State Fiscal Year(s) will the contract be charged? **2020-2024**

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

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

Agency Reference #: RFQ 99SWC-S818 NF

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2020**

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/31/2024**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Bulk Fuel Purchase**

5. Purpose of contract:

This is a new contract to provide ongoing bulk fuel purchase and delivery services statewide on an as-needed basis for state-owned tanks.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$118,500,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

State Agencies have the need for bulk fuel and delivery services.

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

The State does not employ bulk fuel purchase and delivery services for the state.

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):

Amerigas
Ferrellgas
River City

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFQ 99SWC-S818 and in accordance with NRS 333, this vendor met the qualifications of the RFQ and is one of 11 vendors selected by the appointed evaluation committee.

d. Last bid date: 08/19/2013 Anticipated re-bid date: 10/18/2023

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?

Yes If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Rebel Oil is contracted under the previous RFQ 3064 for Bulk Fuel Purchase and Delivery.

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:

Nancy Feser, Purchasing Officer Ph: 775-684-0175

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	12/05/2019 13:53:20 PM
Division Approval	jthom17	12/05/2019 13:53:24 PM
Department Approval	mstar2	12/05/2019 17:48:42 PM
Contract Manager Approval	mstar2	12/05/2019 17:48:45 PM
Budget Analyst Approval	stilley	12/17/2019 11:30:34 AM
BOE Agenda Approval	lfree1	12/19/2019 13:08:03 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: **22661**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	THE SPRINGFIELD GROUP, LLC
Agency Code:	MSA	Contractor Name:	THE SPRINGFIELD GROUP, LLC
Appropriation Unit:	9999 - All Categories	Address:	4220 S MARYLAND PKWY STE 202
Is budget authority available?:	Yes	City/State/Zip:	LAS VEGAS, NV 89119
If "No" please explain:	Not Applicable	Contact/Phone:	RODNEY WILLIAMS 520-431-7141
		Vendor No.:	T29042122
		NV Business ID:	NV20191348588

To what State Fiscal Year(s) will the contract be charged? **2020-2022**

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 %	X Other funding	100.00 % VARIOUS AGENCIES

Agency Reference #: S165-TB

2. Contract start date:

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

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2022**

Contract term: **2 years and 180 days**

4. Type of contract: **MSA**

Contract description: **Job Development**

5. Purpose of contract:

This is a new contract to provide job development services statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$400,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide 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?

This vendor was selected as part of a multi award solicitation, 99SWC-S165 for job development related services.

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	jthom17	12/09/2019 13:36:17 PM
Division Approval	jthom17	12/09/2019 13:36:39 PM
Department Approval	ldeloach	12/09/2019 15:31:48 PM
Contract Manager Approval	rvradenb	12/10/2019 09:08:53 AM
Budget Analyst Approval	stilley	12/16/2019 15:43:11 PM
BOE Agenda Approval	lfree1	12/17/2019 09:56:44 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 CONTRACT1. Contract Number: **22666**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Thomas Petroleum, LLC DBA Pilot Thomas Logistics

Contractor Name: **Thomas Petroleum, LLC DBA Pilot Thomas Logistics**Address: **995 South McCarran Blvd, Suite**City/State/Zip **Sparks, NV 89431**

Contact/Phone: Paul Anderson 775-848-0834

Vendor No.: PUR0004763

NV Business ID: NV20091301224

To what State Fiscal Year(s) will the contract be charged? **2020-2024**

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

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

Agency Reference #: RFQ 99SWC-S818 NF

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2020**

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2024**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Bulk Fuel Purchase**

5. Purpose of contract:

This is a new contract to provide ongoing bulk fuel purchase and delivery services statewide on an as-needed basis for state-owned tanks.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$118,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

State Agencies have the need for bulk fuel purchase and delivery services.

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

The State does not employ bulk fuel purchase and delivery services for the state.

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):

Rebel Oil
Ferrellgas
River Cityb. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFQ 99SWC-S818 and in accordance with NRS 333, this vendor met the qualifications of the RFQ and is one of 11 vendors selected by the appointed evaluation committee.

d. Last bid date: 08/19/2013 Anticipated re-bid date: 10/18/2023

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:

Thomas Petroleum, LLC is contracted under the previous RFQ 3064 for Bulk Fuel Purchase and Delivery.

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:

Nancy Feser , Purchasing Officer Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	12/10/2019 16:06:28 PM
Division Approval	jthom17	12/10/2019 16:06:31 PM
Department Approval	ldeloach	12/10/2019 16:17:41 PM
Contract Manager Approval	nfese1	12/10/2019 16:19:55 PM
Budget Analyst Approval	stilley	12/17/2019 13:00:14 PM
BOE Agenda Approval	lfree1	12/19/2019 13:11:50 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22539**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	UHS of Savannah, LLC dba Coastal Harbor Treatment Center
Agency Code:	MSA	Contractor Name:	UHS of Savannah, LLC dba Coastal Harbor Treatment Center
Appropriation Unit:	9999 - All Categories	Address:	1150 Cornell Ave
Is budget authority available?:	Yes	City/State/Zip:	Savannah, GA 31406
If "No" please explain:	Not Applicable	Contact/Phone:	Jennifer Carruthers 912-354-3911
		Vendor No.:	T27043110
		NV Business ID:	Not Applicable

To what State Fiscal Year(s) will the contract be charged? **2020-2022**

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 %	X Other funding	100.00 % Various Agencies

Agency Reference #: S167-RV

2. Contract start date:

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

Anticipated BOE meeting date 12/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2022**

Contract term: **2 years and 211 days**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide behavioral health services statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$600,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals 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):

b. Solicitation Waiver: **Not Applicable**

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

This vendor was selected as part of a multi award solicitation 99SWC-S167 for Behavioral and community based related services to provide behavioral health services.

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

15. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

LLC

The vendor is located in Georgia and provides inpatient behavioral health services. They do not provide any services within the state of Nevada.

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

Yes

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

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

The vendor is located in Georgia and provides inpatient behavioral health services. They do not provide any services within the state of Nevada.

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

The vendor is located in Georgia and provides inpatient behavioral health services. They do not provide any services within the state of Nevada.

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	10/21/2019 10:24:22 AM
Division Approval	jthom17	10/21/2019 10:24:28 AM
Department Approval	ldeloach	10/21/2019 11:03:17 AM
Contract Manager Approval	chipp1	10/21/2019 14:04:12 PM
Budget Analyst Approval	stilley	11/08/2019 15:29:19 PM
BOE Agenda Approval	lfree1	12/13/2019 15:21:08 PM
BOE Final Approval	Pending	

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	011	GOVERNOR'S OFFICE - STATE ENERGY OFFICE - RENEWABLE ENERGY ACCOUNT	GROWING ENERGY LABS, INC.	OTHER: NON-ABATED PROPERTY TAX	\$32,880	
	Contract Description:	This is a new contract to provide a software platform to manage energy storage for a battery located at the Grant Sawyer Building in Las Vegas.				
		Term of Contract:	12/20/2019 - 06/05/2025	Contract # 22317		
2.	030	ATTORNEY GENERAL'S OFFICE - ADMINISTRATIVE BUDGET ACCOUNT	SOROKAC LAW OFFICE, PLLC	GENERAL	\$10,000	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides outside counsel for representation in conjunction with deposition preparation, deposition attendance and response to request for records related to an employee of the Department of Taxation. This amendment extends the termination date from December 31, 2019 to June 30, 2020 and increases the maximum amount from \$10,000 to \$20,000 due to changes in the scope of work and the continued need for these services.				
		Term of Contract:	10/01/2019 - 06/30/2020	Contract # 22537		
3.	030	ATTORNEY GENERAL'S OFFICE - TORT CLAIMS FUND	EKAY ECONOMIC CONSULTANTS, INC.	OTHER: TORT FUND	\$30,000	Professional Service
	Contract Description:	This is a new contract which provides expert witness testimony.				
		Term of Contract:	12/20/2019 - 11/01/2020	Contract # 22697		
4.	040	SECRETARY OF STATE'S OFFICE - SECRETARY OF STATE	CARSON CITY	GENERAL	\$33,600	
	Contract Description:	This is a new interlocal agreement to provide for voter registration database changes in order to implement the automatic voter registration.				
		Term of Contract:	08/28/2019 - 05/01/2020	Contract # 22614		
5.	040	SECRETARY OF STATE'S OFFICE - SECRETARY OF STATE	DOUGLAS COUNTY	GENERAL	\$33,600	
	Contract Description:	This is a new interlocal agreement to provide voter registration database changes in order to implement automatic voter registration.				
		Term of Contract:	08/28/2019 - 05/01/2020	Contract # 22615		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
6.	040	SECRETARY OF STATE'S OFFICE - SECRETARY OF STATE	WASHOE COUNTY	GENERAL	\$49,786	
	Contract Description:	This is a new interlocal agreement to provide voter registration database changes in order to implement automatic voter registration, as well as changes to Nevada's online voter registration portal.				
	Term of Contract:	07/01/2019 - 04/01/2020	Contract # 22613			
7.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	WW WILLIAMS COMPANY, LLC	OTHER: BUILDING RENT INCOME	\$32,608	
	Contract Description:	This is a new contract to provide ongoing maintenance and repair services for automatic transfer switches, generators and fire pumps in state-owned buildings in southern Nevada.				
	Term of Contract:	12/12/2019 - 10/01/2023	Contract # 22454			
8.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF ADMINISTRATION CIP PROJECTS - NON-EXEC	TANEY ENGINEERING, INC.	HIGHWAY	\$13,950	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Decatur DMV - Pavement Maintenance & Site Improvements CIP project to includes design, construction and bid documents, construction administration services for the construction of concrete pads for the parallel parking test site, removable bollards for the motorcycle test course, and the reseal of the motorcycle test course: CIP Project No. 19-S05h; SPWD Contract No. 113048.				
	Term of Contract:	11/27/2019 - 06/30/2023	Contract # 22630			
9.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF ADMINISTRATION CIP PROJECTS - NON-EXEC	TANEY ENGINEERING, INC.	HIGHWAY	\$25,050	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Henderson DMV - Pavement Maintenance and Parking Addition CIP project to include design, construction and bid documents and construction administration services for the repair and maintenance of various parking lots at the Henderson DMV site: CIP Project No. 19-S05h (1&4); Contract No. 113180.				
	Term of Contract:	12/13/2019 - 06/30/2023	Contract # 22650			

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
10.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - 2013 DEPARTMENT OF ADMINISTRATION CIP PROJECTS - NON-EXEC	ENGINEERING PARTNERS, LLC	HIGHWAY	\$19,500	Professional Service	
		Contract Description: This is a new contract to provide professional architectural/engineering services for the Donovan Way DMV - HVAC Replacement CIP project to include design, construction and bid documents and construction administration services to replace the facility's rooftop heating ventilation and air conditioning units: SPWD Project No.19-M57; Contract No. 112944.					
		Term of Contract:	11/26/2019 - 06/30/2023	Contract # 22629			
11.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - 2013 DEPARTMENT OF ADMINISTRATION CIP PROJECTS - NON-EXEC	FARR WEST ENGINEERING, DBA FARR WEST CHILTON ENGINEERING	BONDS	\$23,480	Professional Service	
		Contract Description: This is the second amendment to the original contract which provides professional architectural/engineering services for the Stewart Facility - Domestic Fire and Water Main Replacement CIP project: This amendment increases the maximum amount from \$289,298 to \$312,778 due to the need for additional backflow preventers for building #57 and additional construction administration services. CIP Project No. 17-M36; SPWD Contract No. 112437.					
		Term of Contract:	05/14/2019 - 06/30/2021	Contract # 21629			
12.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - CULTURAL AFFAIRS CIP PROJECTS - NON-EXEC	PAUL CAVIN ARCHITECT, LLC	HIGHWAY 10% BONDS 90%	\$21,550	Professional Service	
		Contract Description: This is a new contract to provide professional architectural/engineering services for the Indian Hills Curatorial Center - Storage Facility Addition CIP project to include design, construction and bid documents and construction administration services to add a 2,600 square foot storage facility to the site: CIP Project No. 19-C17; SPWD Contract No.113201.					
		Term of Contract:	12/12/2019 - 06/30/2023	Contract # 22665			

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
13.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - NETWORK TRANSPORT SERVICES	CITY OF CARLIN	OTHER: REVENUE	\$14,039	
		Contract Description: This is a new revenue interlocal agreement to provide ongoing microwave channels at Mary's Mountain. Term of Contract: 07/01/2019 - 06/30/2023 Contract # 22670				
14.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - NETWORK TRANSPORT SERVICES	EUREKA COUNTY TELEVISION DISTRICT	OTHER: REVENUE	\$15,068	
		Contract Description: This is a new revenue interlocal agreement to provide ongoing rack space at Mary's Mountain. Term of Contract: 07/01/2019 - 06/30/2023 Contract # 22607				
15.	300	DEPARTMENT OF EDUCATION - OFFICE OF EARLY LEARNING AND DEVELOPMENT	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION OBO - UNIVERSITY OF NEVADA, LAS VEGAS	FEDERAL	\$35,760	
		Contract Description: This is a new interlocal agreement to provide oral health education and dental screenings to children in rural childcare facilities. Additionally, a survey will be administered to all participating childcare facilities to provide an evaluation of the project. Term of Contract: 12/17/2019 - 03/31/2021 Contract # 22479				
16.	332	DEPARTMENT OF ADMINISTRATION - NEVADA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS - STATE LIBRARY	IO30, LLC	FEDERAL	\$16,800	
		Contract Description: This is a new contract to provide the licenses and services that monitor and count the number of devices on a wireless network of individual public libraries. Term of Contract: 12/05/2019 - 12/01/2020 Contract # 22585				

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
17.	400	DEPARTMENT OF HEALTH AND HUMAN SERVICES - DIRECTOR'S OFFICE - GRANTS MANAGEMENT UNIT	MONEY MANAGEMENT INTERNATIONAL	OTHER: HEALTHY NEVADA 87% FEDERAL 13%	\$35,663	
	Contract Description:	This is the seventh amendment to the original contract which provides the management and operation of the 2-1-1 information and referral center. This amendment increases the maximum amount from \$5,255,352 to \$5,291,015 due to the increased need for these services.				
	Term of Contract:	07/01/2015 - 06/30/2021	Contract # 16458			
18.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	CASHMAN EQUIPMENT COMPANY	GENERAL	\$43,868	
	Contract Description:	This is a new contract to provide scheduled maintenance services for backup generators.				
	Term of Contract:	12/01/2019 - 11/30/2022	Contract # 22313			
19.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	THOMPSON GARAGE DOORS, INC.	GENERAL	\$24,928	
	Contract Description:	This is a new contract to provide replacement and maintenance of three garage doors.				
	Term of Contract:	11/22/2019 - 06/30/2021	Contract # 22298			
20.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - CHILDREN, YOUTH AND FAMILY ADMINISTRATION	WAYPOINT OF NEW HAMPSHIRE	FEDERAL	\$10,978	
	Contract Description:	This is a new contract to provide services that will assist in fulfilling adoption requirements placed on an adoption by the New Hampshire Interstate Compact for the Placement of Children.				
	Term of Contract:	12/18/2019 - 06/30/2020	Contract # 22642			

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
21.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - CALIENTE YOUTH CENTER	ANALISAS BEAUTY SALON	GENERAL	\$40,176	
		Contract Description:	This is a new contract to provide ongoing barber services for youth in residence.			
		Term of Contract:	11/19/2019 - 10/31/2023	Contract # 22582		
22.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	IVA, INC.	GENERAL	\$29,167	Sole Source
		Contract Description:	This is a new contract to provide ongoing training and hosting of the Smart Random Moment Sampling system, which enables the automated generation, delivery, collection and analysis of random moment samples used for the allocation of costs.			
		Term of Contract:	12/01/2019 - 06/30/2020	Contract # 22627		
23.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	PIERCE PERFORMANCE GROUP, LLC	FEDERAL	\$11,964	
		Contract Description:	This is a new contract to provide the review, revision and publication of a standardized, professional training curriculum for prospective foster parents.			
		Term of Contract:	12/16/2019 - 12/31/2020	Contract # 22660		
24.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	SOCIAL CHANGE PARTNERS, LLC	GENERAL	\$45,000	
		Contract Description:	This is a new contract to provide for the establishment of a workgroup, collection and analysis of data and creation of a report on child welfare and juvenile justice regarding the improvement of outcomes for persons who leave the custody of an agency which provides child welfare services.			
		Term of Contract:	12/18/2019 - 09/30/2020	Contract # 22564		
25.	440	DEPARTMENT OF CORRECTIONS - NORTHERN NEVADA CORRECTIONAL CENTER	B&L BACKFLOW TESTING	GENERAL	\$27,840	
		Contract Description:	This is a new contract to provide backflow testing and certification services for Lovelock Correctional Center, Nevada State Prison, Northern Nevada Correctional Center, Northern Nevada Transitional Housing, Stewart Conservation Camp and Warm Springs Correctional Center.			
		Term of Contract:	12/04/2019 - 09/30/2023	Contract # 22546		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
26.	550	DEPARTMENT OF AGRICULTURE - COMMODITY FOODS DISTRIBUTION PROGRAM	SOURCE REFRIGERATION & HVAC, INC.	FEDERAL	\$15,568	
	Contract Description:	This is a new contract to provide preventative maintenance for warehouse freezers.				
		Term of Contract:	12/13/2019 - 09/30/2023	Contract # 22295		
27.	611	GAMING CONTROL BOARD	SECRETARY OF STATE	GENERAL	\$49,600	
	Contract Description:	This is a new interlocal agreement for the Nevada Gaming Control Board to review and analyze any electronic or computerized features of a voting system or device for the Nevada Secretary of State.				
		Term of Contract:	12/19/2019 - 02/01/2023	Contract # 22690		
28.	651	DEPARTMENT OF PUBLIC SAFETY - NEVADA HIGHWAY PATROL DIVISION	JIMMEY CARDENAS DBA CENTRAL NEVADA MAINTENANCE	HIGHWAY	\$18,920	
	Contract Description:	This is a new contract that continues ongoing janitorial services for the Tonopah office.				
		Term of Contract:	01/01/2020 - 12/31/2023	Contract # 22602		
29.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS - FACILITY AND GROUNDS MAINTENANCE-NON-EXEC	THE DUBE GROUP, INC. DBA DUBE GROUP ARCHITECTURE	OTHER: STATE PARKS MAINTENANCE	\$34,650	
	Contract Description:	This is a new contract to provide architecture services for phase three of the Red House site complex at Lake Tahoe Nevada State Park.				
		Term of Contract:	12/13/2019 - 11/30/2021	Contract # 22641		
30.	740	DEPARTMENT OF BUSINESS AND INDUSTRY - PRIVATE ACTIVITY BONDS	PLATT LAW GROUP	FEE: BONDS	\$45,000	Professional Service
	Contract Description:	This is a new contract to provide bond issuer counsel services, including without limitation, reviewing draft bond documents for the issuance of bonds.				
		Term of Contract:	12/16/2019 - 06/30/2021	Contract # 22662		
31.	810	DEPARTMENT OF MOTOR VEHICLES - CENTRAL SERVICES	HIGH SIERRA BUSINESS SYSTEMS	HIGHWAY	\$24,750	
	Contract Description:	This is a new contract to provide ongoing scanner maintenance services.				
		Term of Contract:	12/05/2019 - 06/30/2021	Contract # 22633		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
32.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	ROYAL REFRIGERATION, INC.	OTHER: BUSINESS ENTERPRISE SET-ASIDE	\$10,000	
	Contract Description:	This is the third amendment to the original contract which continues ongoing service and repairs of heating, ventilation, and air conditioning units, commercial refrigerators, refrigeration units, freezers, ice makers, reach-ins, and display units at all Business Enterprise of Nevada locations in southern Nevada. This amendment increases the maximum amount from \$65,000 to \$75,000 due to the continued need for these services.				
		Term of Contract:	06/29/2016 - 09/30/2020	Contract # 17905		
33.	B015	LICENSING BOARDS AND COMMISSIONS - MEDICAL EXAMINERS	LAW OFFICES OF KEITH L. LEE	FEE: LICENSURE	\$42,000	
	Contract Description:	This is a new contract to provide lobbying and government affairs services.				
		Term of Contract:	01/01/2020 - 12/31/2020	Contract # 22361		
34.	B015	LICENSING BOARDS AND COMMISSIONS - MEDICAL EXAMINERS	RENO GREEN LANDSCAPING, INC.	FEE: LICENSURE	\$15,000	
	Contract Description:	This is a new contract for snow removal.				
		Term of Contract:	11/25/2019 - 04/30/2020	Contract # 22604		

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22317**

Agency Name: **STATE ENERGY OFFICE**
 Agency Code: **011**
 Appropriation Unit: **4869-11**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: Growing Energy Labs, Inc.
 Contractor Name: **Growing Energy Labs, Inc.**
 Address: **111 New Montgomery Street Suite 500**
 City/State/Zip: **San Francisco, CA 94105**
 Contact/Phone: 415-823-9680
 Vendor No.: T32008617
 NV Business ID: NV20191549064

To what State Fiscal Year(s) will the contract be charged? **2020-2025**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Non-Abated Property Tax

Agency Reference #: ASD 2832250

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/20/2019**

Anticipated BOE meeting date 01/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/05/2025**

Contract term: **5 years and 168 days**

4. Type of contract: **Contract**

Contract description: **Battery Software**

5. Purpose of contract:

This is a new contract to provide a software platform to manage energy storage for a battery located at the Grant Sawyer Building in Las Vegas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$32,880.00**

Other basis for payment: FY20 \$17,940; FY21 \$4,980; FY22 \$4,980 & FY23 \$4,980

II. JUSTIFICATION

7. What conditions require that this work be done?

Annual operations and maintenance needs for a battery storage system at the Gran Sawyer building in Las Vegas.

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

State employees do not have the specialized skillset required to perform this function.

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):

EDF
NRG Energy Inc
Embala
Growing Energy Labs Inc
AMS & STEM
Ameresco

b. Solicitation Waiver: **Not Applicable**

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

This is the vendor that could perform the task for best cost.

d. Last bid date: 07/01/2019 Anticipated re-bid date: 07/01/2025

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other

Non-Title 7 (NT7) business

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:

Mark Brady, MA III Ph: 775-687-1850

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	11/04/2019 12:22:52 PM
Division Approval	ssands	11/04/2019 12:22:55 PM
Department Approval	ssands	11/04/2019 12:22:59 PM
Contract Manager Approval	ssands	11/04/2019 14:09:38 PM
EITS Approval	tgalluzi	11/04/2019 14:48:07 PM
Budget Analyst Approval	mtum1	12/20/2019 17:34:31 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 22537	Amendment Number: 1
Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: SOROKAC LAW OFFICE PLLC
Agency Code: 030	Contractor Name: SOROKAC LAW OFFICE PLLC
Appropriation Unit: 1030-04	Address: 8965 SOUTH EASTERN AVE STE 382
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89123
If "No" please explain: Not Applicable	Contact/Phone: JOSH REISMAN 702-727-6258
	Vendor No.: T27043222
	NV Business ID: NV20091355427

To what State Fiscal Year(s) will the contract be charged? **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.

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2019**
Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2019**

Contract term: **273 days**

4. Type of contract: **Contract**

Contract description: **Outside Counsel**

5. Purpose of contract:

This is the first amendment to the original contract which provides outside counsel for representation in conjunction with deposition preparation, deposition attendance and response to request for records related to an employee of the Department of Taxation. This amendment extends the termination date from December 31, 2019 to June 30, 2020, increases the maximum amount from \$10,000 to \$20,000 and changes the scope of work 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:	\$10,000.00	\$10,000.00	\$10,000.00	Yes - Info
2. Amount of current amendment (#1):	\$10,000.00	\$10,000.00	\$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:	06/30/2020			

II. JUSTIFICATION

7. What conditions require that this work be done?

Preparation and accompaniment to a videotaped deposition.

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 for this matter

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:

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	cschon1	12/03/2019 14:10:50 PM
Division Approval	cschon1	12/03/2019 14:10:56 PM
Department Approval	cschon1	12/03/2019 14:10:58 PM
Contract Manager Approval	cschon1	12/03/2019 14:11:03 PM
Budget Analyst Approval	hfield	12/05/2019 12:27:17 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: **22697**

Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: EKAY ECONOMIC CONSULTANTS INC
Agency Code: 030	Contractor Name: EKAY ECONOMIC CONSULTANTS INC
Appropriation Unit: 1348-15	Address: 550 W PLUMB LN B459
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89509-3503
If "No" please explain: Not Applicable	Contact/Phone: 775-232-7203
	Vendor No.: T27043266
	NV Business ID: NV2010604656

To what State Fiscal Year(s) will the contract be charged? **2020-2021**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/20/2019**

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/01/2020**

Contract term: **316 days**

4. Type of contract: **Contract**

Contract description: **Expert Witness**

5. Purpose of contract:

This is a new contract which provides expert witness testimony in support of an active case.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Dr. Larmore will provide a rebuttal report and expert witness testimony in the case Kuklock v. State of Nevada.

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

State employees do not have the expertise needed for this testimony.

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:

Carrie Parker, DAG Ph: 775-687-2110

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cschon1	12/18/2019 12:31:50 PM
Division Approval	cschon1	12/18/2019 12:31:52 PM
Department Approval	cschon1	12/18/2019 12:31:54 PM
Contract Manager Approval	cschon1	12/18/2019 12:31:55 PM
Budget Analyst Approval	hfield	12/20/2019 14:26:57 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: **22614**

Agency Name: SECRETARY OF STATE'S OFFICE	Legal Entity Name: CARSON CITY, CITY OF
Agency Code: 040	Contractor Name: CARSON CITY, CITY OF
Appropriation Unit: 1050-16	Address: CARSON CITY CLERK RECORDER
Is budget authority available?: Yes	885 E MUSSER ST., STE 1028
If "No" please explain: Not Applicable	City/State/Zip: CARSON CITY, NV 89701
	Contact/Phone: AUBREY ROWLATT 775-887-2260
	Vendor No.: T80990941F
	NV Business ID: GOVERNMENTAL ENTITY
To what State Fiscal Year(s) will the contract be charged?	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	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 040

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/28/2019**

Anticipated BOE meeting date 12/2019

Retroactive? **Yes**

If "Yes", please explain

Carson City and the county's voter registration database vendor have already begun working on the system changes required to implement AVR. Because of the relatively short timeframe in which the Secretary of State is required to implement AVR, work had to begin on the county voter registration database changes before final approval of the interlocal contract.

3. Termination Date: **05/01/2020**

Contract term: **247 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **AVR**

5. Purpose of contract:

This is a new contract to provide for voter registration database changes in order to implement the automatic voter registration (AVR).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$33,600.00**

Other basis for payment: Not to exceed \$33,600.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The voters of Nevada approved the Automatic Voter Registration (AVR) Initiative at the 2018 general election. AB345 from the 2019 legislative session introduced additional requirements related to AVR. In order to comply with the AVR Initiative and AB345, several counties need to make enhancements to their voter registration system. This interlocal contract provides for funding for the counties to make the required system enhancements.

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

The voter registration systems are operated and maintained by the counties through a contact with their voter registration system vendor. The vendor must perform all system enhancements.

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	shudder	11/13/2019 15:55:09 PM
Division Approval	shudder	11/13/2019 15:55:11 PM
Department Approval	shudder	11/13/2019 15:55:14 PM
Contract Manager Approval	adale	11/13/2019 16:13:32 PM
Budget Analyst Approval	dlenzner	11/19/2019 09:56:05 AM

BARBARA K. CEGAVSKE
Secretary of State

STATE OF NEVADA

SCOTT W. ANDERSON
Chief Deputy Secretary of State

GAIL J. ANDERSON
Deputy Secretary for Southern Nevada



DIANA J. FOLEY
Deputy Secretary for Securities

MARK A. WLASCHIN
Deputy Secretary for Operations

KIMBERLEY PERONDI
Deputy Secretary for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

WAYNE THORLEY
Deputy Secretary for Elections

MEMORANDUM

To: David Lenzner, Executive Branch Budget Officer

From: Wayne Thorley, Deputy Secretary of State for Elections *WT*

CC: Mark Wlaschin, Deputy Secretary of State for Operations
Sheri Hudder, Administrative Services Officer III

Date: November 8, 2019

Subject: Retroactive Interlocal Contract with Carson City Clerk

Enclosed for consideration is an interlocal contract between the Nevada Secretary of State and the Carson City Clerk. By law, the Carson City Clerk serves as the local election official for the county. The interlocal contract has a retroactive effective date of August 28, 2019. The contract authorizes the Secretary of State to reimburse the county for voter registration database changes being done in order to implement automatic voter registration (AVR).

This office is requesting approval of a retroactive date of August 28, 2019, since the Carson City Clerk and the county's voter registration database vendor have already begun working on the system changes required to implement AVR. Because of the relatively short timeframe in which the Secretary of State is required to implement AVR, work had to begin on the county voter registration database changes before final approval of the interlocal contract. The scheduled implementation date for AVR is January 1, 2020.

Should you have any questions, please contact me at (775) 684-5720.

Thank you for your consideration.

NEVADA STATE CAPITOL
101 N. Carson Street, Suite 3
Carson City, Nevada 89701-3714

MEYERS ANNEX
COMMERCIAL RECORDINGS
202 N. Carson Street
Carson City, Nevada 89701-4201

LAS VEGAS OFFICE
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, Nevada 89030-5873

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22615**

Agency Name: SECRETARY OF STATE'S OFFICE	Legal Entity Name: DOUGLAS, COUNTY OF
Agency Code: 040	Contractor Name: DOUGLAS, COUNTY OF
Appropriation Unit: 1050-16	Address: DOUGLAS COUNTY CLERK-TREASURER
Is budget authority available?: Yes	PO BOX 218
If "No" please explain: Not Applicable	City/State/Zip: MINDEN, NV 89701
	Contact/Phone: KATHY LEWIS, CLERK 775-782-9013
	Vendor No.: T40174400H
	NV Business ID: GOVERNMENTAL ENTITY

To what State Fiscal Year(s) will the contract be charged? **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	100.00 %	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 #: 040

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/28/2019**

Anticipated BOE meeting date 12/2019

Retroactive? **Yes**

If "Yes", please explain

Douglas County and the county's voter registration database vendor have already begun working on the system changes required to implement AVR. Because of the relatively short timeframe in which the Secretary of State is required to implement AVR, work had to begin on the county voter registration database changes before final approval of the interlocal contract.

3. Termination Date: **05/01/2020**

Contract term: **247 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **AVR**

5. Purpose of contract:

This is a new contract to provide voter registration database changes in order to implement automatic voter registration (AVR).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$33,600.00**

Other basis for payment: Not to exceed \$33,600.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The voters of Nevada approved the Automatic Voter Registration (AVR) Initiative at the 2018 general election. AB345 from the 2019 legislative session introduced additional requirements related to AVR. In order to comply with the AVR Initiative and AB345, several counties need to make enhancements to their voter registration system. This interlocal contract provides for funding for the counties to make the required system enhancements.

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

The voter registration systems are operated and maintained by the counties through a contact with their voter registration system vendor. The vendor must perform all system enhancements.

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	shudder	11/13/2019 15:54:51 PM
Division Approval	shudder	11/13/2019 15:54:53 PM
Department Approval	shudder	11/13/2019 15:54:55 PM
Contract Manager Approval	adale	11/13/2019 16:13:42 PM
Budget Analyst Approval	dlenzner	11/19/2019 12:49:24 PM

BARBARA K. CEGAUSKE
Secretary of State

STATE OF NEVADA

SCOTT W. ANDERSON
Chief Deputy Secretary of State

GAIL J. ANDERSON
Deputy Secretary for Southern Nevada



DIANA J. FOLEY
Deputy Secretary for Securities

MARK A. WLASCHIN
Deputy Secretary for Operations

**OFFICE OF THE
SECRETARY OF STATE**

KIMBERLEY PERONDI
Deputy Secretary for Commercial Recordings

WAYNE THORLEY
Deputy Secretary for Elections

MEMORANDUM

To: David Lenzner, Executive Branch Budget Officer

From: Wayne Thorley, Deputy Secretary of State for Elections *WT*

CC: Mark Wlaschin, Deputy Secretary of State for Operations
Sheri Hudder, Administrative Services Officer III

Date: November 4, 2019

Subject: Retroactive Interlocal Contract with Douglas County Clerk-Treasurer

Enclosed for consideration is an interlocal contract between the Nevada Secretary of State and the Douglas County Clerk-Treasurer. By law, the Douglas County Clerk-Treasurer serves as the local election official for the county. The interlocal contract has a retroactive effective date of August 28, 2019. The contract authorizes the Secretary of State to reimburse the county for voter registration database changes being done in order to implement automatic voter registration (AVR).

This office is requesting approval of a retroactive date of August 28, 2019, since the Douglas County Clerk-Treasurer and the county's voter registration database vendor have already begun working on the system changes required to implement AVR. Because of the relatively short timeframe in which the Secretary of State is required to implement AVR, work had to begin on the county voter registration database changes before final approval of the interlocal contract. The scheduled implementation date for AVR is January 1, 2020.

Should you have any questions, please contact me at (775) 684-5720.

Thank you for your consideration.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22613**

Agency Name: SECRETARY OF STATE'S OFFICE	Legal Entity Name: WASHOE, COUNTY OF
Agency Code: 040	Contractor Name: WASHOE, COUNTY OF
Appropriation Unit: 1050-16	Address: WASHOE COUNTY LIBRARY
Is budget authority available?: Yes	1001 E 9TH ST
If "No" please explain: Not Applicable	City/State/Zip: RENO, NV 89512
	Contact/Phone: DEANNA SPIKULA 775-328-2510
	Vendor No.:
	NV Business ID: GOVERNMENTAL ENTITY
To what State Fiscal Year(s) will the contract be charged? 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.

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

Agency Reference #: 040

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2019**

Anticipated BOE meeting date 12/2019

Retroactive? **Yes**

If "Yes", please explain

Washoe County and the county's voter registration database vendor have already begun working on the system changes required to implement AVR and accept the changes to Nevada's online voter registration portal. Because of the relatively short timeframe in which the Secretary of State is required to implement AVR, work had to begin on the county voter registration database changes before final approval of the interlocal contract.

3. Termination Date: **04/01/2020**

Contract term: **275 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **AVR**

5. Purpose of contract:

This is a new contract to provide voter registration database changes in order to implement automatic voter registration (AVR), as well as changes to Nevada's online voter registration portal.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,785.75**

Other basis for payment: Not to exceed \$49,785.75

II. JUSTIFICATION

7. What conditions require that this work be done?

The voters of Nevada approved the Automatic Voter Registration (AVR) Initiative at the 2018 general election. AB345 from the 2019 legislative session introduced additional requirements related to AVR. In order to comply with the AVR Initiative and AB345, several counties need to make enhancements to their voter registration system. This interlocal contract provides for funding for the counties to make the required system enhancements.

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

The voter registration systems are operated and maintained by the counties through a contact with their voter registration system vendor. The vendor must perform all system enhancements.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

null, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	shudder	11/13/2019 15:55:25 PM
Division Approval	shudder	11/13/2019 15:55:28 PM
Department Approval	shudder	11/13/2019 15:55:31 PM
Contract Manager Approval	adale	11/13/2019 16:14:27 PM
Budget Analyst Approval	dlenzner	11/19/2019 12:41:56 PM

BARBARA K. CEGAUSKE
Secretary of State

STATE OF NEVADA

SCOTT W. ANDERSON
Chief Deputy Secretary of State

GAIL J. ANDERSON
Deputy Secretary for Southern Nevada



DIANA J. FOLEY
Deputy Secretary for Securities

MARK A. WLASCHIN
Deputy Secretary for Operations

OFFICE OF THE
SECRETARY OF STATE

KIMBERLEY PERONDI
Deputy Secretary for Commercial Recordings

WAYNE THORLEY
Deputy Secretary for Elections

MEMORANDUM

To: David Lenzner, Executive Branch Budget Officer

From: Wayne Thorley, Deputy Secretary of State for Elections *WT*

CC: Mark Wlaschin, Deputy Secretary of State for Operations
Sheri Hudder, Administrative Services Officer III

Date: November 4, 2019

Subject: Retroactive Interlocal Contract with Washoe County

Enclosed for consideration is an interlocal contract between the Nevada Secretary of State and Washoe County. The interlocal contract has a retroactive effective date of July 1, 2019. The contract authorizes the Secretary of State to reimburse the county for voter registration database changes being done in order to implement automatic voter registration (AVR), as well as changes to Nevada's online voter registration portal.

This office is requesting approval of a retroactive date of July 1, 2019, since Washoe County and the county's voter registration database vendor have already begun working on the system changes required to implement AVR and accept the changes to Nevada's online voter registration portal. Because of the relatively short timeframe in which the Secretary of State is required to implement AVR, work had to begin on the county voter registration database changes before final approval of the interlocal contract. The scheduled implementation date for AVR is January 1, 2020.

Should you have any questions, please contact me at (775) 684-5720.

Thank you for your consideration.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22454**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: WW WILLIAMS COMPANY, LLC
Agency Code: 082	Contractor Name: WW WILLIAMS COMPANY, LLC
Appropriation Unit: 1349-12	Address: DEPT L 303
Is budget authority available?: Yes	City/State/Zip: COLUMBUS, OH 43260-9303
If "No" please explain: Not Applicable	Contact/Phone: Daniel Mathis 702-399-1890
	Vendor No.: T29041024
	NV Business ID: NV20161487647

To what State Fiscal Year(s) will the contract be charged? **2020-2024**

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

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

Agency Reference #: **ASD 2833130**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/12/2019**

Anticipated BOE meeting date **01/2020**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/01/2023**

Contract term: **3 years and 293 days**

4. Type of contract: **Contract**

Contract description: **Generator Repair**

5. Purpose of contract:

This is a new contract to provide ongoing maintenance and repair to all automatic transfer switches, generators, and fire pumps for the state-owned buildings in southern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$32,608.25**

Other basis for payment: \$16,360 for scheduled services and \$16,248.25 for extra services.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Buildings and Grounds Section is concerned with the safety, health and working conditions of all State employees. Maintenance duties include carpentry, plumbing, electrical work, heating, ventilating and air conditioning.

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

Lack of manpower

9. Were quotes or proposals solicited? **Yes**

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

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

Cummings

Cashman
WW Williams

b. Solicitation Waiver: **Not Applicable**

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

This is one of several vendors and per SAM0338.0 each contractor will be contacted to submit bids on projects.

d. Last bid date: 09/01/2019 Anticipated re-bid date: 09/01/2023

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:

Martin Fisher, Facility Manager Ph: 702-486-4099

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	12/05/2019 16:42:50 PM
Division Approval	ssands	12/05/2019 16:42:53 PM
Department Approval	ssands	12/05/2019 16:42:56 PM
Contract Manager Approval	ssands	12/05/2019 16:43:26 PM
Budget Analyst Approval	jrodrig9	12/12/2019 20:39:52 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22630**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: TANEY ENGINEERING, INC.
Agency Code: 082	Contractor Name: TANEY ENGINEERING, INC.
Appropriation Unit: 1585-62	Address: 6030 S JONES BLVD., STE. 100
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89118-2659
If "No" please explain: Not Applicable	Contact/Phone: 702-362-8844
	Vendor No.: T32006658
	NV Business ID: NV20001434663

To what State Fiscal Year(s) will the contract be charged? **2020-2023**

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.

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

Agency Reference #: 113048

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/27/2019**
 Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2023**

Contract term: **3 years and 215 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 Decatur DMV - Pavement Maintenance & Site Improvements CIP project, to include design construction and bid documents as well as construction administration services for the construction of concrete pads for the parallel parking test site, removable bollards for the motorcycle test course and the reseal of the motorcycle test course: CIP Project No. 19-S05h; SPWD Contract No. 113048.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$13,950.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2019 leg approved CIP

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

Capital Improvement Program. Consultants are selected based on their ability to provide design and Professional Architectural / Engineering are provided by SPWD to support the State 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	lwildes	11/21/2019 13:42:07 PM
Division Approval	lwildes	11/21/2019 13:42:11 PM
Department Approval	lwildes	11/21/2019 13:42:17 PM
Contract Manager Approval	lwildes	11/21/2019 13:42:19 PM
Budget Analyst Approval	jrodrig9	11/26/2019 17:20:50 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22650**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: TANEY ENGINEERING, INC.
Agency Code: 082	Contractor Name: TANEY ENGINEERING, INC.
Appropriation Unit: 1585-62	Address: 6030 S JONES BLVD. SUITE 100
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89118-2659
If "No" please explain: Not Applicable	Contact/Phone: 702-362-8844
	Vendor No.: T32006658
	NV Business ID: NV20001434663

To what State Fiscal Year(s) will the contract be charged? **2020-2023**

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.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
X Highway Funds	100.00 %	Other funding	0.00 %
Agency Reference #:	113180		

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/13/2019**
Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2023**
Contract term: **3 years and 199 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 - Pavement Maintenance and Parking Addition CIP project, to include design construction and bid documents as well as construction administration services for repair and maintenance of the various parking lots at the Henderson DMV site: CIP Project No. 19-S05h (1&4); Contract No. 113180.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,050.00**
Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2019 Leg. Approved CIP

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

Capital Improvement Program. Consultants are selected based on their ability to provide design and Professional Architectural / Engineering are provided by SPWD to support the State 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.w

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	lwildes	12/03/2019 10:57:13 AM
Division Approval	lwildes	12/03/2019 10:57:16 AM
Department Approval	lwildes	12/03/2019 10:57:19 AM
Contract Manager Approval	lwildes	12/03/2019 10:57:24 AM
Budget Analyst Approval	jrodrig9	12/13/2019 12:00:50 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22629**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: ENGINEERING PARTNERS, LLC
Agency Code: 082	Contractor Name: ENGINEERING PARTNERS, LLC
Appropriation Unit: 1590-25	Address: 4775 W TECO AVE., STE. 255
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89118-4361
If "No" please explain: Not Applicable	Contact/Phone: Manuel F. Galvez 702-931-3000
	Vendor No.: T27032644
	NV Business ID: NV20191460490

To what State Fiscal Year(s) will the contract be charged? **2020-2023**

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.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
X Highway Funds	100.00 %	Other funding	0.00 %
Agency Reference #:	112944		

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/26/2019**
Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2023**

Contract term: **3 years and 216 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 Donovan Way DMV - HVAC Replacement CIP project to include design construction and bid documents as well as construction administration services to replace the facility's rooftop heating ventilation and air conditioning units: SPWD Project No.19-M57; Contract No. 112944.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,500.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2019 leg. approved CIP

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

Capital Improvement Program. Consultants are selected based on their ability to provide design and Professional Architectural / Engineering are provided by SPWD to support the State 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:
Marshall, Benton, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lwildes	11/21/2019 12:53:26 PM
Division Approval	lwildes	11/21/2019 12:53:30 PM
Department Approval	lwildes	11/21/2019 12:53:33 PM
Contract Manager Approval	lwildes	11/21/2019 12:53:39 PM
Budget Analyst Approval	jrodrig9	11/26/2019 15:38:03 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: 21629	Amendment Number: 2
Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: FARR WEST ENGINEERING DBA FARR WEST CHILTON ENGINEERING
Agency Code: 082	Contractor Name: FARR WEST ENGINEERING DBA FARR WEST CHILTON ENGINEERING
Appropriation Unit: 1590-80	Address: 5510 LONGLEY LANE
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89511
If "No" please explain: Not Applicable	Contact/Phone: 775-851-4788
	Vendor No.: T81102795A
	NV Business ID: NV20011242988

To what State Fiscal Year(s) will the contract be charged? **2019-2021**

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 %	X Bonds	100.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 112437

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/14/2019**
Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2021**

Contract term: **2 years and 48 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng**

5. Purpose of contract:

This is the second amendment to the original contract which provides professional architectural/engineering services for the Stewart Facility - Domestic Fire and Water Main Replacement CIP project: CIP Project No. 17-M36; SPWD Contract No. 112437. This amendment increases the maximum amount of \$289,298 to \$312,778 due to the need for additional backflow preventers for building #57 and additional construction administration services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$138,748.00	\$138,748.00	\$138,748.00	Yes - Action
a. Amendment 1:	\$150,550.00	\$150,550.00	\$150,550.00	Yes - Action
2. Amount of current amendment (#2):	\$23,480.00	\$23,480.00	\$23,480.00	Yes - Info
3. New maximum contract amount:	\$312,778.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

2017 CIP Project

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

Capital Improvement Program. Consultants are selected based on their ability to provide design and Professional Architectural/Engineering Services are provided by SPWD to support the State 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	lwildes	12/09/2019 14:20:04 PM
Division Approval	lwildes	12/09/2019 14:20:11 PM
Department Approval	lwildes	12/09/2019 14:20:16 PM
Contract Manager Approval	lwildes	12/09/2019 14:20:22 PM
Budget Analyst Approval	jrodrig9	12/12/2019 19:44:22 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: **22665**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: PAUL CAVIN ARCHITECT, LLC
Agency Code: 082	Contractor Name: PAUL CAVIN ARCHITECT, LLC
Appropriation Unit: 1592-31	Address: 1575 DELUCCHI LANE SUITE 120
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89502
If "No" please explain: Not Applicable	Contact/Phone: 775-842-0261
	Vendor No.: T29033842
	NV Business ID: NV20131182382

To what State Fiscal Year(s) will the contract be charged? **2020-2023**

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.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	90.00 %
X Highway Funds	10.00 %	Other funding	0.00 %
Agency Reference #:	113201		

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/12/2019**
Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2023**

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 Indian Hills Curatorial Center - Storage Facility Addition CIP project, to include design construction and bid documents as well as construction administration services to add a 2,600 square foot storage facility to the site: CIP Project No. 19-C17; SPWD Contract No.113201.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$21,550.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2019 Leg. Approved CIPs

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

Capital Improvement Program. Consultants are selected based on their ability to provide design and Professional Architectural/Engineering are provided by SPWD to support the State 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:

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:

Benjamin, Adrianna, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lwildes	12/09/2019 10:29:30 AM
Division Approval	lwildes	12/09/2019 10:29:33 AM
Department Approval	lwildes	12/09/2019 10:29:38 AM
Contract Manager Approval	lwildes	12/09/2019 10:29:41 AM
Budget Analyst Approval	jrodrig9	12/12/2019 20:12:36 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: **22670**

Agency Name: ADMIN - ENTERPRISE IT SERVICES	Legal Entity Name: CITY OF CARLIN
Agency Code: 180	Contractor Name: CITY OF CARLIN
Appropriation Unit: 1388-00	Address: 151 SOUTH 8TH STREET
Is budget authority available?: Yes	PO BOX 787
If "No" please explain: Not Applicable	City/State/Zip: CARLIN, NV 89822
	Contact/Phone: MADISON MAHON 775 754 6354
	Vendor No.:
	NV Business ID: Not Applicable
To what State Fiscal Year(s) will the contract be charged?	2020-2023

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.

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2019**

Anticipated BOE meeting date 01/2020

Retroactive? **Yes**

If "Yes", please explain

The attached Revenue Interlocal Agreement has been submitted for approval. Due to the necessity of continued public communications coverage, we are asking to retroactively approve this contract back to July 1, 2019.

3. Termination Date: **06/30/2023**

Contract term: **4 years**

4. Type of contract: **Revenue Contract**

Contract description: **Microwave Channel**

5. Purpose of contract:

This is a new revenue interlocal agreement to provide ongoing microwave channels at Mary's Mountain to Elko Dispatch.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,039.36**

Other basis for payment: Microwave Channels FY20 \$3,509.84, FY21 \$3,509.84, FY22 \$3,509.84, FY23 \$3,509.84.

II. JUSTIFICATION

7. What conditions require that this work be done?

Revenue Contract

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

Revenue Contract

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Not Applicable

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

We have had ongoing revenue interlocal agreements with City of Carlin for many years and other mountain top sites, all satisfactory.

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

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

Not Applicable

15. The contractor is 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	ddav12	12/11/2019 08:17:36 AM
Division Approval	ddav12	12/11/2019 08:17:40 AM
Department Approval	ddav12	12/11/2019 08:17:46 AM
Contract Manager Approval	ascott	12/18/2019 08:21:12 AM
Budget Analyst Approval	cmurph3	12/23/2019 09:20:04 AM

Steve Sisolak
Governor



Peter Long
Interim Director

Robin Hager
Deputy Director

David Haws
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Enterprise IT Services Division

100 N. Stewart Street, Suite 100 | Carson City, Nevada 89701
Phone: (775) 684-5800 | it.nv.gov | Fax: (775) 687-9097

December 10, 2019

MEMORANDUM

To: Colleen Murphy, Budget Analyst

From: Ann Scott, Management Analyst
Enterprise Information Technology Services

Purpose: **Request BOE retroactively approve for attached Revenue Contract**

The attached Revenue Interlocal Agreement with City of Carlin has been submitted for the BOE's approval. Due to the necessity of continued public communications coverage, we are asking the Board of Examiners to retroactively approve this contract to July 1, 2019.

The agency takes its contract process serious and with the recent closing of the budget and delay of rates being published, we had a delay in processing revenue contracts and anticipate being timelier in the future.

I appreciate your time and assistance. Should you have questions please call me at (775) 684-5859 or email to annmscott@admin.nv.gov.

Sincerely, Ann Scott

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22607**

Agency Name: ADMIN - ENTERPRISE IT SERVICES	Legal Entity Name: EUREKA COUNTY TELEVISION DISTRICT
Agency Code: 180	Contractor Name: EUREKA COUNTY TELEVISION DISTRICT
Appropriation Unit: 1388-00	Address: EUREKA COUNTY TV DISTRICT PO BOX 163
Is budget authority available?: Yes	City/State/Zip: EUREKA, NV 89316
If "No" please explain: Not Applicable	Contact/Phone: DALE LOTSPEICH 775 738 4055
	Vendor No.: T80975988P
	NV Business ID: Not Applicable

To what State Fiscal Year(s) will the contract be charged? **2020-2023**

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.

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2019**

Anticipated BOE meeting date 01/2020

Retroactive? **Yes**

If "Yes", please explain

The attached Revenue Contract with Eureka County Television District has been submitted for approval. Due to the necessity of continued public communications coverage, we are asking to retroactively approve this contract back to July 1, 2019.

3. Termination Date: **06/30/2023**

Contract term: **4 years**

4. Type of contract: **Revenue Contract**

Contract description: **Rack Space Rental**

5. Purpose of contract:

This is a new revenue interlocal agreement to provide ongoing rack space at Mary's Mountain in Eureka County.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,067.52**

Other basis for payment: Rack Rent FY20 \$3,766.88, FY21 \$3,766.88, FY22 \$3,766.88, FY23 \$3,766.88.

II. JUSTIFICATION

7. What conditions require that this work be done?

Revenue Contract

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

Revenue Contract

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Not Applicable

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

We have had ongoing revenue contracts with Eureka County Television District for many years and other mountain top sites, all satisfactory.

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

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

Not Applicable

15. The contractor is 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	ddav12	11/14/2019 09:06:49 AM
Division Approval	ddav12	11/14/2019 09:06:51 AM
Department Approval	ddav12	11/14/2019 09:06:55 AM
Contract Manager Approval	lwildes	11/25/2019 15:46:39 PM
Budget Analyst Approval	cmurph3	11/25/2019 16:21:05 PM

Steve Sisolak
Governor



Peter Long
Interim Director

Robin Hager
Deputy Director

David Haws
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Enterprise IT Services Division
100 N. Stewart Street, Suite 100 | Carson City, Nevada 89701
Phone: (775) 684-5800 | it.nv.gov | Fax: (775) 687-9097

November 12, 2019

MEMORANDUM

To: Colleen Murphy, Budget Analyst

From: Ann Scott, Management Analyst
Enterprise Information Technology Services

Purpose: **Request BOE retroactively approve for attached Revenue Contract**

The attached Revenue Contract with Eureka County Television District has been submitted for the BOE's approval. Due to the necessity of continued public communications coverage, we are asking the Board of Examiners to retroactively approve this contract to July 1, 2019.

The agency takes its contract process serious and with the recent closing of the budget and delay of rates being published, we had a delay in processing revenue contracts and anticipate being timelier in the future.

I appreciate your time and assistance. Should you have questions please call me at (775) 684-5859 or email to annmscott@admin.nv.gov.

Sincerely, Ann Scott

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22479**

Agency Name: NDE - DEPARTMENT OF EDUCATION	Legal Entity Name: BOARD OF REGENTS-UNLV
Agency Code: 300	Contractor Name: BOARD OF REGENTS-UNLV
Appropriation Unit: 2709-21	Address: SCHOOL OF DENTAL MEDICINE 1001 SHADOW LN
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89106
If "No" please explain: Not Applicable	Contact/Phone: Dr. Antonina Capurro 702/774-2573
	Vendor No.: D35000824
	NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2020-2021**

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

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

Agency Reference #: 300

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/17/2019**
Anticipated BOE meeting date 12/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **03/31/2021**

Contract term: **1 year and 104 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Trng, Dental & Evals**

5. Purpose of contract:

This is a new interlocal agreement to provide oral health education and dental screenings to children in rural child care facilities. Additionally, a survey will be administered to all participating child care facilities to provide an evaluation of the project.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$35,760.00**

Other basis for payment: Three installments based on the following deliverables: Project Planning and Facility Education - \$25,372, Dental Screening and Classroom Education - \$6,406, Technical Assistance and Evaluation Activities - \$3,982.

II. JUSTIFICATION

7. What conditions require that this work be done?

This work is included in the State Child Care Plan that has been submitted as a requirement of the Child Care and Development Fund (CCDF).

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

NDE employees do not have the medical expertise to perform these duties and the UNLV School of Dental Medicine is a government agency.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

In accordance with NRS 277.180 the agency has contracted with the Board of Regents, University of Nevada, Las Vegas.

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

10%

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:

Education-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	bmcdani	10/15/2019 09:47:04 AM
Division Approval	amccalla	10/15/2019 09:50:44 AM
Department Approval	amccalla	10/15/2019 09:50:46 AM
Contract Manager Approval	amccalla	10/15/2019 09:50:48 AM
Budget Analyst Approval	cbrekken	12/17/2019 11:58:51 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22585**

Agency Name: ADMIN - NV ST LIBRARY, ARCHIVES AND PUBLIC RECORDS	Legal Entity Name: IO3O, LLC
Agency Code: 332	Contractor Name: IO3O, LLC
Appropriation Unit: 2891-12	Address: 4005 NW Expressway, Suite 610
Is budget authority available?: Yes	City/State/Zip: Oklahoma City, OK 73116
If "No" please explain: Not Applicable	Contact/Phone: 405-415-0434
	Vendor No.:
	NV Business ID: NV20191602606

To what State Fiscal Year(s) will the contract be charged? **2020-2021**

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

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

Agency Reference #: **ASD 2833152**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/05/2019**

Anticipated BOE meeting date **01/2020**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/01/2020**

Contract term: **362 days**

4. Type of contract: **Contract**

Contract description: **Wireless counter**

5. Purpose of contract:

This is a new contract to provide the licenses and services that monitor and count the number of devices on a wireless network of individual public libraries.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$16,800.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The number of wireless sessions is a required element on the annual statistical report which all public libraries in the state must complete each year.

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

lack of expertise

9. Were quotes or proposals solicited? **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):

Purple
Who Fi
Bloom Intelligence

b. Solicitation Waiver: **Not Applicable**

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

This vendor has the best price

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:
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:

Norma Fowler, Library Consultant Ph: 684-3407

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	12/04/2019 09:48:57 AM
Division Approval	ssands	12/04/2019 09:49:00 AM
Department Approval	ssands	12/04/2019 09:49:03 AM
Contract Manager Approval	ssands	12/04/2019 09:49:05 AM
EITS Approval	tgalluzi	12/05/2019 09:33:42 AM
Budget Analyst Approval	mlynn	12/06/2019 12:25:32 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 16458	Amendment Number: 7
Agency Name: DHHS - HEALTH AND HUMAN SERVICES DIRECTOR'S OFFICE	Legal Entity Name: MONEY MANAGEMENT INTERNATIONAL
Agency Code: 400	Contractor Name: MONEY MANAGEMENT INTERNATIONAL
Appropriation Unit: 3195-18	Address: INC
Is budget authority available?: Yes	14141 SOUTHWEST FWY STE 1000
If "No" please explain: Not Applicable	City/State/Zip: SUGAR LAND, TX 77478-3494
	Contact/Phone: MICHELE JOHNSON 702/3640344
	Vendor No.: T27042153
	NV Business ID: NV20031242278

To what State Fiscal Year(s) will the contract be charged? **2016-2021**

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	13.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	87.00 % HEALTHY NEVADA

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **06/30/2021**

Termination Date:

Contract term: **6 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Information Referral**

5. Purpose of contract:

This is the seventh amendment to the original contract which provides the management and operation of the 2-1-1 information and referral center. This amendment increases the maximum amount from \$5,255,352 to \$5,291,015 due to the increased need for these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,400,000.00	\$1,400,000.00	\$1,400,000.00	Yes - Action
a. Amendment 1:	\$164,702.00	\$164,702.00	\$164,702.00	Yes - Action
b. Amendment 2:	\$94,060.00	\$94,060.00	\$94,060.00	Yes - Action
c. Amendment 3:	\$1,889,389.00	\$1,889,389.00	\$1,889,389.00	Yes - Action
d. Amendment 4:	\$122,081.00	\$122,081.00	\$122,081.00	Yes - Action
e. Amendment 5:	\$0.00	\$0.00	\$0.00	No
f. Amendment 6:	\$1,585,120.00	\$1,585,120.00	\$1,585,120.00	Yes - Action
2. Amount of current amendment (#7):	\$35,663.00	\$35,663.00	\$35,663.00	Yes - Info
3. New maximum contract amount:	\$5,291,015.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 232.359 requires a system to provide nonemergency information and referrals concerning health, welfare, human and social services.

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

The agency does not have the staffing or facilities to run a 24/7, 365 days a year information and referral call center.

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):

HELP of Southern Nevada
Consumer Credit Counseling

b. Solicitation Waiver: **Not Applicable**

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

The vendor scored the highest by the evaluation committee.

d. Last bid date: 12/16/2014 Anticipated re-bid date: 03/01/2023

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contractor currently has a subgrant with the Department of Health and Human Services Director's Office and the 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?

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	tmilazz1	11/01/2019 11:24:17 AM
Division Approval	tmilazz1	11/01/2019 11:24:36 AM

Department Approval	mwinebar	11/08/2019 08:35:54 AM
Contract Manager Approval	tmilazz1	11/12/2019 09:26:16 AM
EITS Approval	tgalluzi	11/13/2019 11:59:08 AM
Budget Analyst Approval	bwooldri	11/18/2019 10:17:08 AM

Steve Sisolak
Governor



Deonne Contine
Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Michael Dietrich
State CIO

Enterprise I.T. Services Division

100 N. Stewart Street, Suite 100 | Carson City, NV 89701
Phone: (775) 684-5800

David Haws
EITS Administrator

DATE: April 30, 2019

TO: Jennifer White, Social Services Program Spec 2, DHHS
Lorraine McMullen, ITP III/IT Project Manager, Health
Thomas Milazzo, Management Analyst 4, DHHS
Richard Whitley, Director, DHHS

CC: David Haws, Administrator, DOA, EITS

FROM: David Axtell, Chief Enterprise Architect (Acting Technical Investment Administrator), DOA, EITS

SUBJECT: TIN Review Completed: DHHS Nevada 2-1-1 (T400190416110903)

We completed the review of DHHS's Nevada 2-1-1 TIN.

This TIN documents the Nevada 2-1-1 system that provides non-emergency information and referrals concerning health, welfare, human, and social services as required by NRS 232.359. This 24/7, 365 days a year contracted system began in 2015.

A completion memo is attached to the TIN itself.

If I can be of further assistance, please feel free to contact me.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22313**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	Cashman Equipment Company
Agency Code:	406	Contractor Name:	Cashman Equipment Company
Appropriation Unit:	3162-07	Address:	600 Glendale Ave
Is budget authority available?:	No	City/State/Zip:	Sparks, NV 89431
If "No" please explain: Budget authority is available to meet quarterly payments; however, a work program may be necessary if emergency services are required to meet The Joint Commission's Life Safety standards.		Contact/Phone:	Jered Betancourt 775-386-3611
		Vendor No.:	PUR0000249A
		NV Business ID:	NV19601000406

To what State Fiscal Year(s) will the contract be charged? **2020-2023**

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.

X	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %
Agency Reference #:		C 17426		

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2019**
 Anticipated BOE meeting date 01/2020
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/30/2022**
 Contract term: **3 years**

4. Type of contract: **Contract**
 Contract description: **Backup generators**

5. Purpose of contract:
This is a new contract to provide scheduled maintenance services for backup generators.

6. NEW CONTRACT
 The maximum amount of the contract for the term of the contract is: **\$43,868.00**
 Payment for services will be made at the rate of \$1,989.00 per Quarter
 Other basis for payment: Plus \$20,000 for contingency/emergency expenses.

II. JUSTIFICATION

7. What conditions require that this work be done?
With the new emergency distribution switchboard in place, the backup generators routine maintenance services are recommended by State Public Works Division (SPWD) project manager to ensure the Detroit Diesel generators work 100% with the new switchboard.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
State employees are not licensed or qualified to perform the duties in SOW.

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):

Cashman Equipment Company
Nevada Energy System
Smith Power Product

b. Solicitation Waiver: **Not Applicable**

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

The selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee. Also, a recommendation by SPWD project manager.

d. Last bid date: 07/12/2019 Anticipated re-bid date: 07/13/2022

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 services to DHHS since 7/2007 - satisfactory

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

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

Not Applicable

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

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

Yes

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

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Greg Holcomb, Facility Supervisor III Ph: 775-688-2125

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmorse	09/17/2019 14:07:26 PM
Division Approval	rmorse	09/17/2019 14:07:28 PM
Department Approval	mwinebar	11/08/2019 15:26:00 PM
Contract Manager Approval	rmorse	11/08/2019 15:47:13 PM
Budget Analyst Approval	afrantz	11/25/2019 09:39:48 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22298**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	Thompson Garage Doors, Inc.
Agency Code:	406	Contractor Name:	Thompson Garage Doors, Inc.
Appropriation Unit:	3162-95	Address:	171 S 18TH ST
Is budget authority available?:	Yes	City/State/Zip:	Sparks, NV 89431
If "No" please explain:	Not Applicable	Contact/Phone:	Kenneth Reyman 775-356-6601
		Vendor No.:	T80929952
		NV Business ID:	NV19931038124

To what State Fiscal Year(s) will the contract be charged? **2020-2021**

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

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

Agency Reference #: C 17261

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/22/2019**

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2021**

Contract term: **1 year and 220 days**

4. Type of contract: **Contract**

Contract description: **Garage Door Removal**

5. Purpose of contract:

This is a new contract to provide replacement and maintenance of three garage doors.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,927.95**

II. JUSTIFICATION

7. What conditions require that this work be done?

The facility requires routine maintenance to maximize the lifespan of the building which reduces cost to the State. The garage doors at Bldg. 21 and 22 were original when the buildings were built in 1954. They have reached the end of their useful life. AB520 approved a deferred maintenance project that allows the agency to replace those doors.

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, equipment, and tools to perform this type of work.

9. Were quotes or proposals solicited? Yes

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

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

Overhead Door Company of Sierra-Nevada Reno
Thompson Garage Doors, Inc.
Elite Garage Door Service

b. Solicitation Waiver: **Not Applicable**

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

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: 06/28/2019 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:

Vendor has provided satisfactory services to NNAMHS since FY18

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:

Holcomb, Greg, Facility Supervisor Ph: 775-688-2125

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmorse	11/07/2019 10:33:31 AM
Division Approval	rmorse	11/07/2019 10:33:33 AM
Department Approval	mwinebar	11/08/2019 15:43:45 PM
Contract Manager Approval	rmorse	11/21/2019 14:41:55 PM
Budget Analyst Approval	afrantz	11/22/2019 08:47:15 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: **22642**

Agency Name: DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name: Waypoint of New Hampshire
Agency Code: 409	Contractor Name: Waypoint of New Hampshire
Appropriation Unit: 3145-31	Address: 464 Chestnut Street
Is budget authority available?: Yes	City/State/Zip: Manchester, NH 03105
If "No" please explain: Not Applicable	Contact/Phone: Borja Alvarez de Toledo 603-518-4000
	Vendor No.:
	NV Business ID: Out of State Services

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

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/18/2019**

Anticipated BOE meeting date **02/2020**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2020**

Contract term: **194 days**

4. Type of contract: **Contract**

Contract description: **Adoption Services**

5. Purpose of contract:

This is a new contract to provide services that will assist in fulfilling adoption requirements placed on an adoption by the New Hampshire Interstate Compact for the Placement of Children.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,977.72**

Payment for services will be made at the rate of \$914.81 per Bi-weekly

II. JUSTIFICATION

7. What conditions require that this work be done?

New Hampshire Interstate Compact for the Placement of Children (ICPC) has requirements that must be met for adoption to be finalized. The selected vendor will assist in fulfilling these requirements that include in-home counseling, parent education and practical solutions to daily challenges.

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

The required services are to be provided in New Hampshire by an agency selected from New Hampshire's ICPC.

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):

Lifeshare
Easter Seals of NH
Neurodevelopmental Institute of NH
Waypoint of NH

b. Solicitation Waiver: **Not Applicable**

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

This was the lowest responsible vendor to agree to provide the services.

d. Last bid date: 11/09/2019 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

15. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

All services to be provide in New Hampshire.

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

Yes

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

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

All services to be provide in New Hampshire.

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

All services to be provide in New Hampshire.

19. Agency Field Contract Monitor:

Maria Hickey, Social Services Program Spec. 3 Ph: 775-684-1975

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	hbugg	12/10/2019 09:50:38 AM
Division Approval	knielsen	12/12/2019 10:04:24 AM
Department Approval	mwinebar	12/16/2019 08:14:36 AM
Contract Manager Approval	sknigge	12/16/2019 14:33:16 PM
Budget Analyst Approval	laaron	12/18/2019 11:37:30 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22582**

Agency Name: DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name: JACKSON, ANALISA M
Agency Code: 409	Contractor Name: ANALISAS BEAUTY SALON
Appropriation Unit: 3179-04	Address: 197 A CLOVER ST
Is budget authority available?: Yes	City/State/Zip: CALIENTE, NV 89008
If "No" please explain: Not Applicable	Contact/Phone: Analisa Jackson 775-962-2151
	Vendor No.: T29035420
	NV Business ID: NV20111315990

To what State Fiscal Year(s) will the contract be charged? **2020-2024**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/19/2019**
Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2023**
Contract term: **3 years and 346 days**

4. Type of contract: **Contract**
Contract description: **Barber Services**

5. Purpose of contract:
This is a new contract to provide ongoing barber services for youth in residence at Caliente Youth Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,176.00**
Other basis for payment: \$7.25 per haircut through 10/31/21; \$8.25 per haircut 11/1/2021 - 10/31/2023

II. JUSTIFICATION

7. What conditions require that this work be done?
Youth residing at Caliente Youth Center require routine barber services by a licensed professional barber to maintain appropriate grooming.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Caliente Youth Center has no licensed cosmetologists/barbers on staff.

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

a. List the names of vendors that were solicited to submit proposals (include at least three):
**The Krimper Salon
Cutz by Donna
Analisa Jackson dba Analisa Beauty Salon**

b. Solicitation Waiver: **Not Applicable**

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

The selected vendor was the only vendor to respond to the request to bid.

d. Last bid date: 03/11/2019 Anticipated re-bid date: 03/20/2023

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 the Division since 2007. 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 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:

Sheryl Johnson, Admin Services Officer Ph: 775-726-8203

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dander16	11/12/2019 16:31:43 PM
Division Approval	knielsen	11/13/2019 10:32:33 AM
Department Approval	sjohnso9	11/14/2019 13:47:43 PM
Contract Manager Approval	sknigge	11/14/2019 15:22:00 PM
Budget Analyst Approval	laaron	11/19/2019 10:48:35 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22627**

Agency Name: DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name: Interactive Voice Applications
Agency Code: 409	Contractor Name: IVA Inc.
Appropriation Unit: 3229-04	Address: 5815 Burgundy Road
Is budget authority available?: Yes	City/State/Zip: Dallas, TX 75230-3413
If "No" please explain: Not Applicable	Contact/Phone: John Young 214-361-2686
	Vendor No.: T81072762A
	NV Business ID: NV20101688706

To what State Fiscal Year(s) will the contract be charged? **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.

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2019**
Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2020**

Contract term: **211 days**

4. Type of contract: **Contract**

Contract description: **RMS Sampling System**

5. Purpose of contract:

This is a new contract to provide ongoing training and hosting of the Smart Random Moment Sampling system, which enables the automated generation, delivery, collection and analysis of random moment samples used for the allocation of costs.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$29,167.00**

Payment for services will be made at the rate of \$4,166.67 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal requirements mandate that State agencies collect and analyze random samples when administering, funding, and reporting various federal programs.

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

The Division does not have the staff and/or expertise to perform these services. No other State agency provides 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: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 191101

Approval Date: 11/25/2019

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 current vendor. 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:
Foreign Corporation

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. 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	hbugg	11/20/2019 12:44:35 PM
Division Approval	knielsen	11/25/2019 18:07:54 PM
Department Approval	sjohnso9	11/26/2019 08:58:33 AM
Contract Manager Approval	sknigge	11/26/2019 09:42:22 AM
Budget Analyst Approval	laaron	11/26/2019 12:47:37 PM



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Purchasing Division

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

Purchasing Use Only:	
Approval#:	191101

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:			
	State Agency Name:	Division of Child and Family Services		
		<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
		Mandi Davis, Deputy Administrator	775-684-7942	mandi.davis@dcfs.nv.gov

1b	Vendor Information:	
	Identify Vendor:	Interactive Voice Applications dba IVA Inc.
	Contact Name:	John Young
	Complete Address:	5815 Burgundy Road, Dallas, TX 75230-3413
	Telephone Number:	214-361-2686
	Email Address:	john@ivacsp.com

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	
	Professional Service Exemption:	X

1d	Contract Information:			
	Is this a new Contract?	Yes	X	No
	Amendment:	#		
	CETS:	#		

1e	Term:				
	One (1) Time Purchase:				
	Contract:	Start Date:	December 1, 2019	End Date:	June 30, 2020

1f	Funding:	
	State Appropriated:	100%
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	

Purchasing Use Only:

Approval #:

1g	Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase:
	\$29,167

2	Provide a description of work/services to be performed or commodity/good to be purchased:
	<i>Interactive Voice Applications will continue ongoing training and hosting of the Division of Child and Family Services' Smart Random Moment Sampling system, which enables the automated generation, delivery, collection and analysis of random moment samples used for the Division's allocation of costs.</i>

3	What are the unique features/qualifications required for this service or good that are not available from any other vendor:
	<i>The current proprietary Random Moment Time Study system has been in place for more than 10 years, with changes and improvements made over the last three years to capture employee activities that result in the increased identification of administrative activities eligible for federal funds reimbursement. This system is used in conjunction with the Division's federally approved cost allocation plan that determines the federal program activity through random moment sampling rather than through 100% time tracking of staff activities.</i>

4	Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:
	<i>The Random Moment Sampling system is a proprietary software system with investments made over the past 3 years to make improvements in order to increase the available federal revenues that can be claimed.</i>

5	Were alternative services or commodities evaluated? Check One.	Yes:	<input type="checkbox"/>	No:	<input checked="" type="checkbox"/>
	a. <i>If yes, what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.</i>				
	b. <i>If not, why were alternatives not evaluated?</i>				
	<i>The vendor owns the proprietary software to maintain the current Random Moment Sampling system. The vendor has also recommended and assisted with the implementation of changes to the state's federally approved cost allocation plan in order to document how federal funds can be claimed.</i>				

Purchasing Use Only:

Approval #: _____

6	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers MUST accompany this request.			Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>	
	a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</i>							
	<i>Term Start and End Dates</i>		<i>Value</i>	<i>Short Description</i>	<i>Type of Procurement (RFP#, RFQ#, Waiver #)</i>			
	<i>04/14/09</i>	<i>04/14/13</i>	<i>\$39,750</i>	<i>Implementation and training on RMS system</i>	<i>Informal Solicitation</i>			
	<i>12/01/16</i>	<i>11/30/19</i>	<i>\$2,520,000</i>	<i>Revenue contract for the enhancement to RMS. Payments based on a percentage of the amount of additional revenue received.</i>	<i>Solicitation Waiver #160903</i>			

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid? <i>DCFS Random Moment Time Tracking System access would likely be suspended. Federal revenues would be unclaimed or delayed if the Random Moment Sampling system did not continue due to the need to require staff to conduct 100% time activity tracking.</i>
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8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable? <i>Due to the proprietary software and enhancements made to the system, the state has a significant investment in the current system.</i> <i>By extension of this solicitation waiver, it is intended to allow DCFS ample time to work with the Purchasing Division to conduct an RFP to potentially replace both the Random Moment Time Tracking System as well as the cost allocation system.</i>
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9	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>			Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, please provide details regarding future obligations or needs.</i> <i>Potential ongoing support and maintenance costs.</i>						

<i>Purchasing Use Only:</i>	
<i>Approval #:</i>	

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

Katrina Nielsen

Agency Representative Initiating Request

Katrina Nielsen

Print Name of Agency Representative Initiating Request

11/20/19

Date

Mandi Davis

Signature of Agency Head Authorizing Request

Mandi Davis

Print Name of Agency Head Authorizing Request

11/20/19

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 or 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.

Approved by:

Kevin D. Doty

Administrator, Purchasing Division or Designee

11/25/19

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: **22660**

Agency Name: DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name: Pierce Performance Group LLC
Agency Code: 409	Contractor Name: Pierce Performance Group LLC
Appropriation Unit: 3229-44	Address: 2960 Kimberlite Court
Is budget authority available?: Yes	City/State/Zip: Sparks, NV 89436
If "No" please explain: Not Applicable	Contact/Phone: Jennifer Pierce 775-622-6220
	Vendor No.: T32009053
	NV Business ID: NV20191583481

To what State Fiscal Year(s) will the contract be charged? **2020-2021**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/16/2019**

Anticipated BOE meeting date **02/2020**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2020**

Contract term: **1 year and 16 days**

4. Type of contract: **Contract**

Contract description: **Updating Curriculum**

5. Purpose of contract:

This is a new contract to provide the review, revision and publication of a standardized, professional training curriculum for prospective foster parents.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,964.48**

Payment for services will be made at the rate of \$65.00 per Hour

Other basis for payment: \$0.58 per mile for travel (76 miles round trip from Sparks to Carson City)

II. JUSTIFICATION

7. What conditions require that this work be done?

The current curriculum is very outdated and does not contain important components/elements nor subjects deemed mandatory for foster parents to understand, to include but not limited to: responses to trauma; helping children heal; sexual abuse; common and concerning behaviors, guidelines for safety, sex trafficking; transracial and Lesbian, Gay, Bisexual, Transgender, or Questioning (LGBTQ) youth; shared parenting and pregnant and parenting youth. In order to maintain placements of youth in their home foster parents must have the knowledge of what to expect when parenting to avoid placement disruptions which cause additional trauma to the youth.

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

The State does not have positions that perform these specific duties.

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):

Pierce Performance Group
Denise A. Goodman
University of Nevada, Reno
Becky Richard-Maley

b. Solicitation Waiver: **Not Applicable**

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

This was the lowest responsible vendor that had the expertise and availability to complete the project.

d. Last bid date: 10/14/2019 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:

Maria Hickey, Social Services Program Spec. 3 Ph: 775-684-1975

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	hbugg	12/10/2019 09:33:44 AM
Division Approval	knielsen	12/10/2019 15:58:18 PM
Department Approval	mwinebar	12/12/2019 14:59:29 PM
Contract Manager Approval	sknigge	12/13/2019 09:41:19 AM
Budget Analyst Approval	laaron	12/16/2019 11:28:24 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22564**

Agency Name:	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name:	Social Change Partners, LLC
Agency Code:	409	Contractor Name:	Social Change Partners, LLC
Appropriation Unit:	3229-25	Address:	1450 Taylor Street, #5
Is budget authority available?:	Yes	City/State/Zip:	San Francisco, CA 94133
If "No" please explain:	Not Applicable	Contact/Phone:	Reed Connell 510-387-7518
		Vendor No.:	T32009142
		NV Business ID:	NV20191600944

To what State Fiscal Year(s) will the contract be charged? **2020-2021**

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

<input checked="" type="checkbox"/>	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/18/2019**
Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2020**

Contract term: **286 days**

4. Type of contract: **Contract**

Contract description: **Foster Care Planning**

5. Purpose of contract:

This is a new contract to provide for the establishment of a workgroup, collection and analysis of data and creation of a report on child welfare and juvenile justice regarding the improvement of outcomes for persons who leave the custody of an agency which provides child welfare services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00**

Other basis for payment: \$15,000 for establishment of workgroup; \$15,000 for data collection and analysis; \$15,000 for the report

II. JUSTIFICATION

7. What conditions require that this work be done?

AB150 requires the Division to establish a workgroup to study programs to improve the outcomes for persons who leave the custody of an agency which provides child welfare services upon reaching 18 years of age in this State and other states and possible ways to improve those outcomes.

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

The State does not have any employees with the 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):

Educare Community Living Corp.
Eagle Quest
Youth Advocate Programs
Strategic Client Solutions

b. Solicitation Waiver: **Not Applicable**

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

The selected vendor was the only vendor to respond.

d. Last bid date: 09/19/2019 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	hbugg	11/12/2019 17:17:39 PM
Division Approval	knielsen	11/14/2019 18:11:44 PM
Department Approval	sjohnso9	11/19/2019 10:18:38 AM
Contract Manager Approval	sknigge	11/19/2019 11:29:39 AM
Budget Analyst Approval	laaron	12/18/2019 12:55:58 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: **22546**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: B&L BACKFLOW TESTING
Agency Code: 440	Contractor Name: B&L BACKFLOW TESTING
Appropriation Unit: 3717-09	Address: SPECIALIST LLC
Is budget authority available?: Yes	PO BOX 4867
If "No" please explain: Not Applicable	City/State/Zip: INCLINE VILLAGE, NV 89450-4867
	Contact/Phone: Linda Buxton 775-831-0123
	Vendor No.: T27036732
	NV Business ID: NV20021021494
To what State Fiscal Year(s) will the contract be charged?	2020-2024

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

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

Agency Reference #: 440

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/04/2019**

Anticipated BOE meeting date 11/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2023**

Contract term: **3 years and 300 days**

4. Type of contract: **Contract**

Contract description: **Backflow Testing**

5. Purpose of contract:

This is a new contract to provide backflow testing and certification services for Lovelock Correctional Center, Nevada State Prison, Northern Nevada Correctional Center, Northern Nevada Transitional Housing, Stewart Conservation Camp and Warm Springs Correctional Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$27,840.00**

Other basis for payment: LCC:3759-09/GL-7060 FY20 \$1,650.00- FY21 \$1,650.00 - FY22 \$2,860.00 - FY23 \$2,970 ~ NSP: 3718-49 FY20 \$354.00 - FY21 \$665.00 - FY22 \$700.00 - FY23 \$735.00 ~ NNCC: 3717-09 (authority held for FY20 & FY21 in CAT 29) FY20 \$1,330.00 - FY21 \$1,330.00 - FY22 \$1,400.00 - FY23-24 \$1,470.00 ~ NNTH: 3724-09 FY20 \$236.00 - FY21 \$500.00 - FY22 \$520.00 - FY23 \$540.00 ~ SCC: 3722-09 (For FY20 & FY21 authority is held aside in CAT 07) FY20 \$1,140.00 - FY21 \$1,140.00 - FY22 \$1,200.00 - FY23 \$1,260.00 ~ WSCC: 3716-09 FY20 \$590.00 FY21 \$1,140.00 FY22 \$1,200.00 FY23 \$1,260.00 *In State FY21 additional funding will be needed.*

II. JUSTIFICATION

7. What conditions require that this work be done?

NDOC is required to have all backflow devices inspected and certified annually per the Nevada Administrative Code 445A - Water Controls.

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

Historically, NDOC has outsourced backflow testing and certification services to a vendor with the qualifications and required licenses from the American Water Works Association (AWWA). No other State agency offers this service.

9. Were quotes or proposals solicited?

Yes

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

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

NDI Plumbing Inc.
Summit Plumbing Co., LLC
Master Service Plumbing
Summit Companies
B & L Backflow Testing Specialists, LLC.

Chad Everett Seefeldt DBA Aquaman Hydrant & Backflow
ACE Fire Systems
D & D Plumbing, Inc.
Mesa Energy Systems, Inc. DBA Emcor Services
Savage and Son, Inc.

b. Solicitation Waiver: **Not Applicable**

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

This vendor provided the lowest and most responsive bid.

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:

NDOC had a contract with this vendor since 2015. 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 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	bweisent	11/06/2019 10:36:41 AM
Division Approval	amonro1	11/08/2019 11:16:30 AM
Department Approval	sewart	11/08/2019 13:06:06 PM

Contract Manager Approval
Budget Analyst Approval

aroma2
bmacke1

11/20/2019 09:51:53 AM
12/04/2019 09:23:31 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22295**

Agency Name: DEPARTMENT OF AGRICULTURE	Legal Entity Name: Source Refrigeration & HVAC, Inc.
Agency Code: 550	Contractor Name: Source Refrigeration & HVAC, Inc.
Appropriation Unit: 1362-10	Address: 145 S. State College Blvd Suite 200
Is budget authority available?: Yes	City/State/Zip: Brea, CA 92821
If "No" please explain: Not Applicable	Contact/Phone: Douglas Wolfe 775-250-4047
	Vendor No.:
	NV Business ID: NV20011398549
To what State Fiscal Year(s) will the contract be charged?	2020-2024

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/13/2019**

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2023**

Contract term: **3 years and 291 days**

4. Type of contract: **Contract**

Contract description: **Freezers-PM**

5. Purpose of contract:

This is a new contract to provide preventative maintenance for the freezers in NDA's Washoe County Warehouse.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,568.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Periodic preventative maintenance needs to be performed to assure the freezers continue to operate and avoid sudden down time which would affect the USDA food.

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

The Department of Agriculture staff does not have the expertise to perform this service.

9. Were quotes or proposals solicited? **Yes**

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

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

Ron's Refrigeration
Specialized Refrigeration
Source Refrigeration & HVAC, Inc.
High Country Commercial Refrigeration

b. Solicitation Waiver: **Not Applicable**

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

The selected vendor was the only one to submit a proposal and provided a reasonable cost for the needed services.

d. Last bid date: 07/02/2019 Anticipated re-bid date: 06/30/2023

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	11/19/2019 08:10:19 AM
Division Approval	bbel1	11/19/2019 08:10:22 AM
Department Approval	bbel1	11/19/2019 08:10:25 AM
Contract Manager Approval	melli2	11/19/2019 08:12:04 AM
Budget Analyst Approval	mtum1	12/13/2019 11:21:53 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: **22690**

Agency Name: GCB - GAMING CONTROL BOARD	Legal Entity Name: SECRETARY OF STATE
Agency Code: 611	Contractor Name: SECRETARY OF STATE
Appropriation Unit: 4061-00	Address: 101 N CARSON ST 3
Is budget authority available?: Yes	City/State/Zip: CARSON CITY, NV 89701-4786
If "No" please explain: Not Applicable	Contact/Phone: 775-684-5708
	Vendor No.: D04000000
	NV Business ID: Exempt

To what State Fiscal Year(s) will the contract be charged? **2020-2023**

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.

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/19/2019**

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **02/01/2023**

Contract term: **3 years and 45 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **SOS Technical Review**

5. Purpose of contract:

This is a new interlocal agreement for the Nevada Gaming Control Board to review and analyze any electronic or computerized features of a voting system or device for the Nevada Secretary of State.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,600.00**

Payment for services will be made at the rate of \$155.00 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Secretary of State's office requires the voting systems be reviewed and analyzed every year prior to an election.

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

The Nevada Gaming Control Board has a computer lab and the qualified staff to do these reviews and analysis that the SOS does not.

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? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office 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	klay0	12/16/2019 14:01:12 PM
Division Approval	klay0	12/16/2019 14:01:15 PM
Department Approval	klay0	12/16/2019 14:01:18 PM
Contract Manager Approval	klay0	12/16/2019 14:01:22 PM
EITS Approval	tgalluzi	12/19/2019 11:32:37 AM
Budget Analyst Approval	spower2	12/19/2019 11:39:23 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: **22602**

Agency Name: DPS-HIGHWAY PATROL	Legal Entity Name: JIMMEY CARDENAS, dba CENTRAL NEVADA MAINTENANCE
Agency Code: 651	Contractor Name: JIMMEY CARDENAS, dba CENTRAL NEVADA MAINTENANCE
Appropriation Unit: 4713-04	Address: PO BOX 1255
Is budget authority available?: Yes	City/State/Zip: TONOPAH, NV 89049
If "No" please explain: Not Applicable	Contact/Phone: 775-482-6851
	Vendor No.:
	NV Business ID: NV20171548890

To what State Fiscal Year(s) will the contract be charged? **2020-2024**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2020**

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2023**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Janitorial Service**

5. Purpose of contract:

This is a new contract that continues ongoing janitorial services for the Tonopah Nevada Highway Patrol office.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,920.20**

Payment for services will be made at the rate of \$335.00 per month

Other basis for payment: \$234.24 per carpet cleaning and \$333.80 per floor strip and wax done once a year. Unforeseen additional carpet cleaning as may be needed \$ 234.24. Unforeseen additional floor strip and new wax as may be needed \$333.80.

II. JUSTIFICATION

7. What conditions require that this work be done?

States 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:

There are no state employees in this location that provide this service.

9. Were quotes or proposals solicited? **Yes**

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

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

Jimmy Cardenas, dba Central Nevada Maintenance
D&H Cleaning
Al-Mar Cleaning Services

b. Solicitation Waiver: **Not Applicable**

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

Jimmy Cardenas, dba Central Nevada Maintenance was the only vendor that responded to this bid.

d. Last bid date: 09/23/2019 Anticipated re-bid date: 07/23/2023

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Yes: vendor has been under contract with Nevada Highway Patrol previously and with other state agencies. Services have been verified as satisfactory.

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

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

Yes

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

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kdefe1	11/25/2019 14:36:03 PM
Division Approval	lgallow1	11/25/2019 14:41:18 PM
Department Approval	cboegle	11/26/2019 12:37:31 PM
Contract Manager Approval	cboegle	11/26/2019 12:37:34 PM
Budget Analyst Approval	jrodrig9	12/12/2019 20:58:48 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **22641**

Agency Name:	DCNR - PARKS DIVISION	Legal Entity Name:	THE DUBE GROUP, INC. DBA DUBE GROUP ARCHITECTURE
Agency Code:	704	Contractor Name:	THE DUBE GROUP, INC. DBA DUBE GROUP ARCHITECTURE
Appropriation Unit:	4604-06	Address:	DUBE GROUP ARCHITECTURE 458 COURT ST
Is budget authority available?:	Yes	City/State/Zip:	RENO, NV 89501-1709
If "No" please explain:	Not Applicable		
		Contact/Phone:	Pete Dube 775/323-1001
		Vendor No.:	T81026981
		NV Business ID:	NV19991421705

To what State Fiscal Year(s) will the contract be charged? **2020-2022**

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 %	X Other funding	100.00 % State Parks Maintenance

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/13/2019**

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/30/2021**

Contract term: **1 year and 353 days**

4. Type of contract: **Contract**

Contract description: **Project Architecture**

5. Purpose of contract:

This is a new contract to provide architecture services for phase 3 of the Red House site complex at Lake Tahoe Nevada State Park.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$34,650.00**

Other basis for payment: Task 1 \$16,350; task 2 \$3,500 and task 3 \$14,800

II. JUSTIFICATION

7. What conditions require that this work be done?

To complete the next phase of the historic Red House complex.

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

State Parks staff does not currently possess the required staff capacity for architecture and construction management of this scale.

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?

Per 333.150 a contract for services of a registered architect does not require bids.

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 worked with State Parks in the past several years with satisfactory compliance.

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

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

Not Applicable

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

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

Yes

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

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Jay Howard, Conservation Staff Specialist Ph: 775-684-2740

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	11/27/2019 12:19:15 PM
Division Approval	sdecrona	11/27/2019 12:19:17 PM
Department Approval	sdecrona	11/27/2019 12:19:19 PM
Contract Manager Approval	sdecrona	11/27/2019 12:19:22 PM
Budget Analyst Approval	mtum1	12/13/2019 11:01:47 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: **22662**

Agency Name: B&I - BUSINESS AND INDUSTRY	Legal Entity Name: Colleen Platt
Agency Code: 740	Contractor Name: Platt Law Group
Appropriation Unit: 4683-10	Address: 11025 Bondshire Drive
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89511
If "No" please explain: Not Applicable	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?	2020-2021

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

General Funds	0.00 %	X	Fees	100.00 %
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 **12/16/2019**

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2021**

Contract term: **1 year and 196 days**

4. Type of contract: **Contract**

Contract description: **Counsel Services**

5. Purpose of contract:

This is a new contract to provide bond issuer's counsel services, including without limitation, reviewing draft bond documents for the issuance of bonds by the Director and any other duties as directed.

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: **Professional Service (As defined in NAC 333.150)**

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 Platt Law Group

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	lfiguero	12/09/2019 15:03:06 PM
Division Approval	lfiguero	12/09/2019 15:03:09 PM
Department Approval	lfiguero	12/09/2019 15:03:12 PM
Contract Manager Approval	lfiguero	12/10/2019 13:44:35 PM
Budget Analyst Approval	dlenzner	12/16/2019 13:46:14 PM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Casey Phenix Stat Farm Insurance Agency 465 South Meadows Parkway, Suite 13 Reno NV 89521	CONTACT NAME: Kat Foley PHONE (A/C No. Ext): 775-433-1603 E-MAIL ADDRESS: Kat@SouthRenoAgent.com	FAX (A/C, No): 775-433-1602
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company	
INSURED Colleen DBA Platt Law Group 11025 Bondshire Drive Reno NV 89511	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 98B9T7213

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			98B9T7213	11/22/2019	11/22/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Personal Property \$ 8,000
<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input type="checkbox"/>	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Nevada Department of Business and Industry 1830 College Parkway Suite 100 Carson City NV 89706	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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Lisa Figueroa

From: Maureen Martinez
Sent: Tuesday, December 10, 2019 12:15 PM
To: Lisa Figueroa
Cc: Colleen Platt; Cherie Reeves
Subject: RE: Expired Platt Contract - Status

Lisa
I don't have an issue waiving the coverage however since this is a short form contract, you will have to contact State Purchasing to unlock the standard form for editing.

Thanks,

Maureen E. Martinez, ARM-P | Insurance and Loss Prevention Specialist
Nevada Department of Administration | Risk Management Division
T: 775 687-1756 - new | F: (775)687-3195 | E: memartinez@admin.nv.gov
www.risk.nv.gov

 Please consider the environment and only print this e-mail if necessary. This communication, including any attachments, may contain confidential information and is intended only for the individual or entity to whom it is addressed. Any review, dissemination, or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender by reply Email, delete and destroy all copies of the original message.

From: Lisa Figueroa <LFiguroa@business.nv.gov>
Sent: Tuesday, December 10, 2019 10:27 AM
To: Maureen Martinez <memartinez@admin.nv.gov>
Cc: Colleen Platt <plattlawgroup@outlook.com>; Cherie Reeves <CR Reeves@business.nv.gov>
Subject: RE: Expired Platt Contract - Status

No. Is it possible to get a waiver, since it is not applicable to the service provided?


Lisa (775) 684-2984

From: Maureen Martinez <memartinez@admin.nv.gov>
Sent: Tuesday, December 10, 2019 9:22 AM
To: Lisa Figueroa <LFiguroa@business.nv.gov>
Cc: Colleen Platt <plattlawgroup@outlook.com>; Cherie Reeves <CR Reeves@business.nv.gov>
Subject: RE: Expired Platt Contract - Status

Lisa
Those are standard ISO GL policy sub-limits thus are included with the State's Standard Contract form. Does the contractor have those limits?

Please advise,

Maureen E. Martinez, ARM-P | Insurance and Loss Prevention Specialist

 Please consider the environment and only print this e-mail if necessary. This communication, including any attachments, may contain confidential information and is intended only for the individual or entity to whom it is addressed. Any review, dissemination, or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender by reply Email, delete and destroy all copies of the original message.

From: Lisa Figueroa <LFiguroa@business.nv.gov>
Sent: Tuesday, December 10, 2019 9:00 AM
To: Maureen Martinez <memartinez@admin.nv.gov>
Cc: Colleen Platt <plattlawgroup@outlook.com>; Cherie Reeves <CR Reeves@business.nv.gov>
Subject: FW: Expired Platt Contract - Status

Good Morning,

An insurance question has risen regarding the attached contract. Is it necessary for the contractor to have coverage for the circled items below, as they do not appear applicable, since the contract is for legal services?

B. Commercial General Liability – Occurrence Form. The Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

C. Automobile Liability. **[Delete if Contract does not involve use of motor vehicle.]** The policy shall cover Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

D. Professional Liability/Errors and Omissions Liability **[Delete if Contract does not involve professional services.]** The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

Mail all required insurance documents to the Contracting Agency identified on page one of the Contract.

Lisa Figueroa

Chief Financial Officer;
(775) 684-2984; lfiguroa@business.nv.gov



**Nevada Department of
Business and Industry**

**This form is to be used if the awarded vendor is a sole proprietor and rejects the State's requirement of
Workers Compensation.**

Contact Risk Management for assistance at (775) 687-1750.

DEPARTMENT OF ADMINISTRATION

RISK MANAGEMENT

AFFIDAVIT OF REJECTION OF INDUSTRIAL INSURANCE COVERAGE

STATE OF Nevada)
Washoe COUNTY) ss.

I, Colleen Pratt, being first duly sworn, depose and state as follows under penalty of perjury, and by my initials on each paragraph, I certify that I have read and understand each paragraph.

1. I make this affidavit for the purpose of rejecting industrial insurance coverage, pursuant to NRS 616B.627 and NRS 617.210, in connection with entering into a Contract with the State of Nevada or political subdivision of the State of Nevada. After reviewing those statutes and the definitions of "sole proprietor" in NRS 616A.310 and NRS 617.145, I believe I qualify to reject industrial insurance coverage, and I covenant that I will not knowingly do anything that would disqualify me from rejecting industrial insurance under those statutes, without first withdrawing this Affidavit of Rejection and obtaining all statutorily required industrial insurance coverage. CP

2. I am a sole proprietor, as defined by NRS 616A.310 and NRS 617.145, who will not use the services of any employees, subcontractors, or independent contractors in the performance of this Contract with the State of Nevada. CP

3. In accordance with the provisions of NRS 616B.659, I have elected to reject the industrial insurance terms, conditions, and provisions of NRS Chapters 616A to 616D inclusive. By doing so I acknowledge that if I incur an industrial injury or occupational disease in the performance of this Contract that I waive and will be disqualified to receive any workers' compensation coverage pursuant to Nevada law or the laws of any other state where I have waived coverage. CP

4. In accordance with the provisions of NRS 617.225, I have elected to reject the workers' compensation terms, conditions, and the provisions of NRS Chapter 617 as it relates to occupational diseases. By doing so, I acknowledge that if I incur an industrial injury or occupational disease in the performance of this Contract that I waive and will be disqualified to receive any workers' compensation or occupational disease benefits pursuant to Nevada law or the laws of any other state where I have waived coverage. CP

5. I acknowledge that the State of Nevada will not be considered to be my employer or the employer of my employees, subcontractors or independent contractors, if any; and that the State of Nevada is not liable as a principal contractor to me or my employees, subcontractors or independent contractors for any compensation or other damages as a result of an industrial injury or occupational disease incurred

in the performance of this Contract. JS

6. I acknowledge that by signing this waiver I am not eligible for any workers' compensation or occupational disease benefits that I may be otherwise eligible, in the performance of this Contract. I acknowledge that should I incur any industrial injury or occupational disease in the performance of this Contract that I will be responsible for any costs, including medical, disability and rehabilitation benefits that I may incur. JS

7. Prior to executing this affidavit, I have had a full and fair opportunity to answer any questions I may have had regarding industrial insurance or occupational disease benefits and liabilities under Nevada law, including the opportunity to consult with counsel of my choice, and this Waiver is made with full knowledge of any liabilities that may incur. JS

8. I have read the provisions of NRS Chapters 616A to 616D, inclusive, and NRS Chapter 617 and I am otherwise in compliance with the terms, conditions and provisions thereof. JS

9. I, Colleen Platt, do hereby swear under penalty of perjury that the assertions of this affidavit are true. JS

NAME _____

SUBSCRIBED and SWORN to before me

by Colleen Platt

this 22nd day of November 2019.

Rebecca M Reyes
Notary Public, in and for said
County and 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: **22633**

Agency Name: DEPARTMENT OF MOTOR VEHICLES	Legal Entity Name: HIGH SIERRA BUSINESS SYSTEMS
Agency Code: 810	Contractor Name: HIGH SIERRA BUSINESS SYSTEMS
Appropriation Unit: 4741-26	Address: 1907 N CARSON ST
Is budget authority available?: Yes	City/State/Zip: CARSON CITY, NV 89701
If "No" please explain: Not Applicable	Contact/Phone: 775-883-6379
	Vendor No.: T81089271
	NV Business ID: NV19991464793

To what State Fiscal Year(s) will the contract be charged? **2020-2021**

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 %
X Highway Funds	100.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/05/2019**

Anticipated BOE meeting date 01/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2021**

Contract term: **1 year and 207 days**

4. Type of contract: **Contract**

Contract description: **Scanner Maintenance**

5. Purpose of contract:

This is a new contract to provide ongoing scanner maintenance for divisional hardware. Preventative maintenance will be performed yearly with on-call services provided.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,750.00**

Payment for services will be made at the rate of \$9,000.00 per year

Other basis for payment: \$75.00 per hour as needed with a not exceed amount of 45 hours per year

II. JUSTIFICATION

7. What conditions require that this work be done?

Scanners require preventative and on call services to maintain high production turn around for DMV scanning.

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

Skills in scanner repair are not available among 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):

Image Access Corp
High Desert MicroImaging

b. Solicitation Waiver: **Not Applicable**

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

Vendor provided the lowest cost.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

15. The contractor is 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:

Morgan Friend, Management Analyst III Ph: null

Marty Elzy, Management Analyst III Ph: null

Debbie Martinez, Management Analyst III Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bmusselm	11/22/2019 13:57:33 PM
Division Approval	bmusselm	11/22/2019 13:57:36 PM
Department Approval	asmit3	11/22/2019 16:33:48 PM
Contract Manager Approval	nlope4	11/22/2019 16:35:50 PM
Budget Analyst Approval	bmacke1	12/05/2019 16:18:57 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: **17905** Amendment Number: **3**

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: **LANDON MCADAMS 702-658-3445**

Vendor No.: **PUR0005227**

NV Business ID: **NV19981376704**

To what State Fiscal Year(s) will the contract be charged? **2016-2021**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Business Enterprise Set-Aside

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 12/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2020**

Contract term: **4 years and 94 days**

4. Type of contract: **Contract**

Contract description: **Refrig Svc - South**

5. Purpose of contract:

This is the third amendment to the contract which continues ongoing service and repairs of HVAC, commercial refrigerators, refrigeration units, freezers, ice makers, reach-ins and display units at all Business Enterprise of Nevada locations in southern Nevada This amendment increases the maximum amounts from \$65,000 to \$75,000 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:	\$24,500.00	\$24,500.00	\$24,500.00	Yes - Info
a. Amendment 1:	\$25,000.00	\$25,000.00	\$49,500.00	Yes - Info
b. Amendment 2:	\$15,500.00	\$15,500.00	\$65,000.00	Yes - Action
2. Amount of current amendment (#3):	\$10,000.00	\$10,000.00	\$10,000.00	Yes - Info
3. New maximum contract amount:	\$75,000.00			

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? Yes

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

Royal Refrigeration
Chill Rite
Ontario Refrigeration

b. Solicitation Waiver: **Not Applicable**

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

Lowest cost

d. Last bid date: 05/12/2016 Anticipated re-bid date: 06/01/2020

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	09/20/2019 11:12:29 AM
Division Approval	mjohns43	11/07/2019 07:31:43 AM
Department Approval	mjohns43	11/07/2019 07:31:49 AM
Contract Manager Approval	mjohns43	11/07/2019 07:31:57 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: **22361**

Agency Name: BDC LICENSING BOARDS & COMMISSIONS	Legal Entity Name: LAW OFFICES OF KEITH L LEE
Agency Code: BDC	Contractor Name: LAW OFFICES OF KEITH L LEE
Appropriation Unit: B015 - All Categories	Address: 1941 ROLLING BROOK LANE
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89519
If "No" please explain: Not Applicable	Contact/Phone: KEITH LEE 775/829-1400
	Vendor No.: T29015405
	NV Business ID: NV19981325577

To what State Fiscal Year(s) will the contract be charged? **2020-2021**

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

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

Agency Reference #: **B015 Board of Medical Examiners**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2020**

Anticipated BOE meeting date **12/2019**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2020**

Contract term: **1 year**

4. Type of contract: **Contract**

Contract description: **Lobbyist**

5. Purpose of contract:

This is a new contract to provide lobbying and government affairs services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$42,000.00**

Payment for services will be made at the rate of \$3,500.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

The Board of Medical Examiners is involved in legislative issues each legislative session and is also involved in interim committees and the promulgation of regulations. All of this work requires special skills, expertise, and knowledge of an experienced legislative liaison to assure optimal results for the Board and the citizens it serves.

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

The employees of the Board lack the expertise and capacity necessary to properly represent the Board at the Legislature and advise on legislative matters.

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):

Tom Clark
Keith Lee
Neena Laxalt
Michael Hillerby

b. Solicitation Waiver: **Not Applicable**

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

Mr. Lee has represented the Board for over 20 years. He has valuable knowledge and skills that are essential to the Board's activities.

d. Last bid date: 08/08/2019 Anticipated re-bid date: 08/08/2020

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?

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:

null, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	5522	11/22/2019 09:52:47 AM
Division Approval	5522	11/22/2019 09:52:50 AM
Department Approval	5522	11/22/2019 09:52:53 AM
Contract Manager Approval	5522	11/22/2019 09:52:57 AM
Budget Analyst Approval	lfree1	12/03/2019 10:27:20 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: **22604**

Agency Name: BDC LICENSING BOARDS & COMMISSIONS	Legal Entity Name: RENO GREEN LANDSCAPING INC
Agency Code: BDC	Contractor Name: RENO GREEN LANDSCAPING INC
Appropriation Unit: B015 - All Categories	Address: PO BOX 19127
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89511-0898
If "No" please explain: Not Applicable	Contact/Phone: 775/852-8952
	Vendor No.: T81100215
	NV Business ID: NV19791004658

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

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

General Funds	0.00 %	X	Fees	100.00 % Licensure
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 **11/25/2019**

Anticipated BOE meeting date 12/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **04/30/2020**

Contract term: **156 days**

4. Type of contract: **Contract**

Contract description: **Snow Removal**

5. Purpose of contract:

This is a new contract for snow removal.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

Other basis for payment: Billed monthly following service

II. JUSTIFICATION

7. What conditions require that this work be done?

Snow removal is required to protect property and the safety of individuals employed by the Board.

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

Board staff does not have the expertise or equipment necessary 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):

All Seasons Lawn
Century Landscapes
Reno Green

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 11/07/2019 Anticipated re-bid date: 11/07/2020

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?

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	5522	11/14/2019 15:14:28 PM
Division Approval	5522	11/14/2019 15:14:32 PM
Department Approval	5522	11/14/2019 15:14:34 PM
Contract Manager Approval	5522	11/14/2019 15:14:38 PM
Budget Analyst Approval	lfree1	11/25/2019 09:11:05 AM

Steve Sisolak
Governor



Susan Brown
Director


Tiffany Greenameyer
Deputy Director

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

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

Date: December 24, 2019

To: Susan Brown, Clerk of the Board
Governor's Finance Office

From: Tiffany Greenameyer, Deputy Director 
Governor's Finance Office, Budget Division

Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

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

GOVERNOR'S FINANCE OFFICE – BUDGET DIVISION

Agenda Item Write-up:

Pursuant to NRS Chapter 353, the Governor's Finance Office, Budget Division presents a reconciled fund balance report for the TORT Claim Fund, Statutory Contingency Account, Stale Claims Account, Emergency Account, Disaster Relief Account, IFC Unrestricted Contingency Funds and IFC Restricted Contingency Funds as of December 24, 2019.

Additional Information:

The TORT Claim Fund is the State Treasury Fund for Insurance Premiums. The Statutory Contingency Account, Stale Claims Account, Emergency Account, Disaster Relief Account, IFC Unrestricted Contingency Funds and IFC Restricted Contingency supplement funding for eligible agencies within statutory authority.

Below is the available balance for each account prior to any projected outstanding claims.

TORT Claim Fund	\$ 6,907,427.74
Statutory Contingency Account	\$ 4,678,870.66
State Claims Account	\$ 1,412,371.86
Emergency Account	\$ 279,841.00
Disaster Relief Account	\$ 11,742,236.33
IFC Unrestricted Contingency Fund General Fund	\$ 26,837,604.81
IFC Unrestricted Contingency Highway Fund	\$ 1,638,068.35
IFC Restricted Contingency Fund General Fund	\$ 54,372,329.00
IFC Restricted Contingency Highway Fund	\$ 2,220,935.00

Statutory Authority:

NRS 331.187, 353.097, 353.263, 353.264, 353.266, 353.268, 353.2735 and AB417, AB499, AB504, AB518, SB187 and SB553 of the 2017 Legislative Session

<p>REVIEWED: <u>JG.</u></p> <p>ACTION ITEM: _____</p>

BA 1348 TORT Claim Fund
NRS 331.187
FY 2020 (as of December 24, 2019)

Beginning Cash	5,612,424.00	
Insurance Premiums - A	102,264.02	
Insurance Premiums	3,678,970.80	
AG Loan Repayment	5,000.00	
	-	
	9,398,658.82	
Total Revenue		\$ 9,398,658.82

<u>Paid Claims:</u>		
Attorney General's Office (Operating)	(90,355.25)	
Tort Claims	(2,400,875.83)	
	-	
	(2,491,231.08)	
Total Payments		\$ 6,907,427.74
Account Balance		\$ 6,907,427.74

Claims Submitted for Payment:

	-	
Submitted for Payment	\$ -	
Account Balance		\$ 6,907,427.74

Projected Outstanding Claims:

Attorney General's Office (projection)	-	
	-	
Total Pending Claims		\$ -
Account Balance		\$ 6,907,427.74

**BA 4892 Statutory Contingency Account
NRS 353.264
FY 2020 (as of December 24, 2019)**

Beginning Cash	4,763,795.00	
	-	
	-	
Total Revenue		\$ 4,763,795.00

Paid Claims:

Post Conviction Stale Claims	(2,460.00)	
DCFS Interstate Compact - 1st Qtr Reimbursement	(2,199.12)	
DCFS Interstate Compact - 2nd Qtr Reimbursement	-	
DCFS Interstate Compact - 3rd Qtr Reimbursement	-	
DCFS Interstate Compact - 4th Qtr Reimbursement	-	
Attorney General's Office (Professional Service)	(80,265.22)	
Little Valley Fire Settlement	-	
	-	
Total Payments	(84,924.34)	
Account Balance		\$ 4,678,870.66

Claims Submitted for Payment:

	0.00	
	-	
Submitted for Payment	\$ -	
Account Balance		\$ 4,678,870.66

Projected Outstanding Claims:

	-	
Total Pending Claims	\$ -	
Account Balance		\$ 4,678,870.66

**BA 4888 State Claims Account
NRS 353.097
FY 2020 (as of December 24, 2019)**

Beginning Cash	2,298,629.00	
Transfer from Interim Finance	-	
Appropriations	-	
Total Revenue	\$ 2,298,629.00	

Paid Claims:

Post Conviction	(138,589.25)	
Library	(1,125.34)	
UNR	(39,182.53)	
Parks	(7,271.66)	
Forestry	(6,590.68)	
Parole & Probation	(4,067.31)	
Youth Parole	(518.65)	
Education	(360,719.18)	
Youth Service Division	(125,717.67)	
DHHS Health Division	(877.50)	
DHHS Child and Family Services	(894.73)	
DHHS Northern NV Mental Health	(8,733.03)	
DHHS Southern NV Mental Health	32.42	
DHHS Southern NV Adult Mental Health	(5,497.62)	
DHHS Mental Health & Development Services	(8,460.00)	
DHHS Mental Health Instance	(3,074.60)	
DHHS Aging Services	(64,792.26)	
DHHS LV Children's Behavioral Service	(961.90)	
Rural Clinics	(11,310.01)	
Department of Corrections	(6,377.62)	
DETR	(1,353.77)	
NDOT	(897.55)	
Controller's Office	(49,138.97)	
Taxation	(150.27)	
Military	(4,035.81)	
DPS Investigation s Division	(35,451.65)	
Board of Examiners	(500.00)	
Total Payments	(886,257.14)	
Account Balance	\$ 1,412,371.86	

Claims Pending BOE Approval

	0.00	
	0.00	
Submitted for Payment	0.00	
Account Balance	\$ 1,412,371.86	

Projected Outstanding Claims :

	0.00	
	0.00	
	0.00	
	0.00	
	0.00	
	0.00	
Total Pending Claims	0.00	
Estimated Account Balance - Including all Claims	\$ 1,412,371.86	

**BA 4889 Emergency Fund
NRS 353.263
FY 2020 (as of December 24, 2019)**

Beginning Cash 279,841.00

Total Revenue **\$ 279,841.00**

Paid Claims:

Payments _____
Account Balance **\$ -**
\$ 279,841.00

Claims Submitted for Payment:

_____ -
Total Submitted Payments **\$ -**
Account Balance **\$ 279,841.00**

Projected Outstanding Claims

_____ -
Total Pending Claims **\$ -**
Estimated Account Balance - Including all Claims **\$ 279,841.00**

**BA 1335 Disaster Relief Account
NRS 353.2735
FY 2020 (as of December 24, 2019)**

Beginning Cash	11,666,800.00
Treasurer's Interest	75,436.33
1st - 3rd Qtr Transfers Per NRS 353.288(4)	-

Total Revenue	\$ 11,742,236.33
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Paid Claims:

-
-
-

Payments	\$ -
Account Balance	\$ 11,742,236.33

Claims Submitted for Payment:

Submitted for Payment	\$ -
Account Balance	\$ 11,742,236.33

Projected Outstanding Claims :

-

Total Pending Claims	\$ -
Estimated Account Balance - Including all Claims	\$ 11,742,236.33

IFC Contingency Fund Unrestricted
NRS 353.266
FY 2020 (as of December 24, 2019)

Unrestricted General Fund

FY 2020 Beginning Cash Balance	24,997,345.89	
Reversion to IFC	3,106,063.00	
Total Revenue		28,103,408.89

Paid Claims:

	Meeting Cost	(22,804.08)	
	Patient Protection Commission	(296,072.00)	Approved @ August IFC 2019
	B&I Labor Commissioner Task Force	(85,841.00)	Approved @ August IFC 2019 request \$146
	Emergency Management	(343,908.00)	Approved @ December IFC 2019
	Department of Education SB 475	(175,000.00)	Approved @ December IFC 2019
	Department of Education SPED Contingency Acct	(342,179.00)	Approved @ December IFC 2019
		0.00	
	Total Payments	(1,265,804.08)	
	Account Balance		26,837,604.81

Pending Reimbursement:

	Total Pending	0.00	
	Account Balance-GF		26,837,604.81

Unrestricted Highway Fund

Beginning Cash	1,620,336.35	
Reversion to IFC	17,732.00	
Total Revenue		1,638,068.35

Paid Claims:

	Total Payments	0.00	
	Account Balance-HWY		1,638,068.35

**IFC Contingency Fund Restricted
NRS 353.266
FY 2020 (as of December 24, 2019)**

Restricted General Fund

Beginning Balance July 1, 2019
2019 Appropriations Effective July 1, 2019

43,373,452.00
19,575,807.00

Total Revenue 62,949,259.00

Paid Claims:

NDE -New Education Funding Model	(386,878.00)	Approved @ August IFC 2019
Taxation	(295,052.00)	Approved @ August IFC 2019
NDE SB467 Implementation for new desk top	(190,000.00)	Approved @ October IFC 2019
NDE SB543 Contracts for New Education Funding Model	(900,000.00)	Approved @ October IFC 2019
SB533 NV Museum of Arts	(5,000,000.00)	Approved @ October IFC 2019
SB501 NV Atomic Testing Museum	(250,000.00)	Approved @ October IFC 2019
SB501 NV Atomic Testing Museum	(55,000.00)	Approved @ December IFC 2019
SB 501 UNLV Harrah College of Hotel Administration	(500,000.00)	Approved @ December IFC 2019
SB 528 DOA Office of Grant Procurement	(1,000,000.00)	Approved @ December IFC 2019
Payments	(8,576,930.00)	
Account Balance		<u>54,372,329.00</u>

Pending Claims IFC Meeting:

Total Pending 0.00
Account Balance 54,372,329.00

Restricted Highway Fund

Beginning Cash:

Governor's Office of Finance - Enterprise Resource Planning Project 2,220,935.00

Total Revenue 2,220,935.00

Paid Claims:

Payments 0.00
Account Balance 2,220,935.00

Pending Claims October, 2018 IFC Meeting:

Total Pending 0.00
Account Balance 2,220,935.00

56,593,264.00