# COMMISSION
# FOR
# CULTURAL CENTERS AND HISTORIC PRESERVATION

# GRANT MANUAL

## GENERAL ADMINISTRATIVE GUIDELINES
## Fiscal Year 2021-2022

NEVADA
STATE HISTORIC
PRESERVATION OFFICE

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  *(Commission for Cultural Centers and Historic Preservation at page 100; 383.500)

# INTRODUCTION

In 1991, the Nevada Legislature created the Commission for Cultural Affairs (Commission or CCA) to encourage preservation and development of cultural resources throughout the State by creating a network of cultural centers and activities. The Commission awarded its first grants in 1993. In 2015, the Nevada Legislature replaced the Commission for Cultural Affairs with its successor Commission for Cultural Centers and Historic Preservation (Commission or CCCHP).

The Commission is composed of the chairs (or designees) from the Nevada Arts Council, the Board of Museums and History, the State Library and Literacy Council, and the Nevada Humanities Committee. In addition, the Governor appoints a second member from the Board of Museums and History representing historic preservation and an "at-large" Commissioner with knowledge of Nevada's tourism industry. The commitment of these volunteers includes hundreds of hours spent touring cultural sites, reviewing applications, and working with staff and grant recipients.

The Commission serves as an advisory board for the Department of Conservation and Natural Resources, which implements the grant program, relying on State bond sales for funding of grants and subsequent rehabilitation of historic buildings to be used as cultural centers. When awarding grants to historic preservation projects, the Commission considers the following:

- Accessibility to the community; and
- Promotion of tourism; and
- Promotion of preservation of some historic feature of Nevada; and
- Project sustainability after Commission support has ended; and
- Successful incorporation of the various disciplines directly associated with supplement training in classrooms in the arts and humanities; and
- Preserving and developing Nevada's cultural resources; and
- Quality; and
- Multiple uses for many types of cultural organizations.

Staff from the State Historic Preservation Office (SHPO), the Nevada State Library, Archives and Public Records, the Division of Museums and History, and the Nevada Arts Council is available individually and as teams to assist in development of projects and applications. We encourage you to use the expertise available. Contact information is listed below.

Division of Museums and History
401 North Carson Street
Carson City, Nevada 89701
Phone: 775-687-4340
Fax: 775-687-4333

Nevada State Library, Archives and Public Records
100 North Stewart Street
Carson City, NV 89701
Archives: 775-684-3310
Library: 775-684-3360
Fax: 775-684-3311

Nevada Arts Council
716 North Carson Street, Suite A
Carson City, NV 89701
Phone: 775-687-6680
Fax: 775-687-6688

State Historic Preservation Office
901 South Stewart Street, Suite 5004
Carson City, NV 89701
Phone: 775-684-3448
Fax: 775-684-3442

# ADMINISTRATION

The purpose of this manual is to provide general grant management guidance for applicants considering this grant program and recipients of CCCHP grants. It defines both fiscal and programmatic responsibilities and requirements.

To meet generally accepted accounting practices, an organization receiving CCCHP funding must comply with provisions of the State Administrative Manual (SAM). This manual highlights many of the applicable requirements for easier understanding. In addition, the Nevada Revised Statutes (NRS) governing purchasing (NRS 332) is located in Appendix III. Other grant management resources include all applicable rules and regulations within your local jurisdiction or community. Grantees can also refer to the "National Park Service Historic Preservation Grants Manual" if they have other questions.

Grantees are also required to adhere to the Rehabilitation Standard found in The Secretary of the Interior's Standards for the Treatment of Historic Properties (Standards) for proposed work on historic buildings.

The SHPO administers the day-to-day operations of the CCCHP grant program. Fiscal and project reviews are done by staff familiar with state fiscal requirements and historic preservation techniques. The SHPO encourages potential applicants and Grantees to contact staff at any time for answers or discussion regarding the program. If you have any questions regarding this manual or the management of your CCCHP grant, please do not hesitate to contact the CCCHP Manager:

Carla Hitchcock, CCCHP Manager
State Historic Preservation Office
901 S. Stewart Street, Suite 5004
Carson City, NV 89701-5247
(775) 684-3441 Phone
(775) 684-3442 Fax
Email: chitchcock@shpo.nv.gov

Kristen Brown
Architectural Historian
(775) 684-3439
Email: knbrown@shpo.nv.gov

Estie Meckes
Administrative Services Office (ASO)
(775) 684-3446
Email: e.meckes@shpo.nv.gov

# QUALIFYING FOR A CCCHP GRANT

The CCCHP has developed criteria by which to judge applications for grants. These are based on NRS 383, rulings by the Nevada State Attorney General, and the Commission's own planning efforts.

To qualify, an Applicant should consider the following:

1. The Applicant must be a governmental agency or a 501(c) non-profit corporation formed for educational or charitable purposes. Private property owned by an individual is not eligible. Properties owned by non-profit religious organizations are eligible if they are already listed on the National Register of Historic Places.

2. The project must involve rehabilitation or pre-development work (planning documents or rehabilitation construction work) related to a historic building and/or a prehistoric and historic feature.

3. For new potential applicants, a Letter of Intent must be completed--See Application Process section below for instructions.

4. The project must produce a cultural center that will add to a network of cultural centers and activities.

5. The Applicant must clear the application with all of its internal approval entities (e.g., entities or offices that process fiscal requests, approve changes to properties or that track grants).

6. The proposed project must produce a final report. See pages 22-24 for reporting requirements and page 63 for final report format.

7. The proposed project must be completed within a reasonable amount of time in such a way that the State can comply with laws related to the bond sale. Applicants should be prepared to complete the funded phases of a project within 15-18 months from the date of the bond sale.

8. The Applicant must be able to manage the grant and account for the expenditure of funds according to the SHPO's fiscal requirements (e.g., have adequate accounting system and auditing procedures in place to provide effective accountability and control of property, funds, and assets sufficient to meet Grantee needs and Grantee audit requirements).

9. The Applicant should have a satisfactory record of integrity, judgment, and performance, especially with prior performance upon grants and contracts.

10. The Applicant must have a vendor number from the Nevada State Controller's Office. The Applicant can register online: http://controller.nv.gov/Buttons/ElectronicVendorReg/

    Alternatively, the Applicant can complete and mail in with the requested documentation found here: http://controller.nv.gov/uploadedFiles/controllernvgov/Content/VendorDB/KTLVEN-01_Registration_Substitute_IRS_Form-W-9.pdf

If you have any questions or concerns regarding the process, you can contact the Controller's Office at (702) 486-3810.

11. The Applicant will plan to submit reimbursement requests and progress reports (See Appendix II for templates).

12. The complete *CCCHP Grant Application* must be hand-delivered to the SHPO by close of business **Friday, February 25th** or post-marked no later than **February 25th** if mailed.

# EVALUATION CRITERIA

In an open public hearing, each Commissioner will review the applications according to the Evaluation Criteria. The Commission will assign total points for each of the applications. *These scores will not decide, by themselves, distribution or levels of awards*. Each Commissioner may consult his/her scores for evaluation as a guide for distribution of available funds. At the hearing, SHPO staff averages the proposed distribution of funds for each project. The Commission reserves the right to consider subsequent testimony and discussions, after which members discuss and adjust the distribution of funds. **Note:** The Commission will consider projects that are emergencies, and it will look favorably on projects that can be completed in their entirety by the end of the grant cycle. The following criteria are merely a method of initial ranking for purposes of further discussion.

**1. Historic Preservation Issues – 40 points**

Examples of topics to be considered:

a. The project will promote or preserve some historic feature of Nevada.
b. The building or prehistoric feature or historic feature or resource of cultural significance can be realistically saved.
c. The applicant demonstrates an ability to raise or sustain required amounts of financial support from sources other than the State of Nevada, including donations of goods and services (relative to the means and abilities of the applicant).
d. The project will produce a facility that will continue to be used as a cultural center in the future and will be properly maintained according to the Standards.

**2. Community Impact – 30 points**

Examples of topics to be considered:

a. The project will promote tourism in the State.
b. The project will supplement training and education in the classroom, in the arts, and in the humanities.
c. The project incorporates the various disciplines directly associated with cultural resources, such as the museums, arts, and humanities, and will be used by many types of cultural organizations.
d. A broad base of the community will use the facility supported by the project.
e. The facility will assist the Commission as it addresses the needs of geographic and demographic balance.

**3. Accountability – 30 points**

Examples of topics to be considered:

a. The applicant can demonstrate that it can complete a quality project within budget and in a reasonable time.
b. The applicant can manage the grant and can account for expenditure of funds according to the State of Nevada and Commission's fiscal requirements.

# APPLICATION PROCESS

## Letter of Intent

Organizations seeking Commission funding, who are new to the process or with buildings new to the process, must submit a Letter of Intent to apply for a CCCHP grant. New applicants must submit this letter, with original wet signatures, by **Friday, November 5th**, so that the SHPO has sufficient time to work with applicants as they develop their applications. The Commission **will not** consider applications from organizations new to the process, or organizations with buildings new to the process, that have not submitted a letter of intent by this due date.

The Letter of Intent must outline the amount of funding to be requested, the nature of the project, and the nature of the organization's cultural programming. In addition, the letter should address the nature of planning already completed by the organization.

## Application

All hand-delivered applications must be received, with original wet signatures, at the SHPO by close of business on **Friday, February 25th.** Mailed applications must be post-marked by no later than **Friday, February 25th**. There will be no exceptions. The Commission will not accept any late applications either by mail, hand-delivery, or at the time of the hearing. It will only consider written material submitted by **Friday, February 25th** and testimony regarding the application at its grant hearing. SHPO staff will be available until **Tuesday, February 1, 2022** to assist in application technical support. Be sure to plan accordingly with SHPO staff.

Upon completion of SHPO and agency staff review, the SHPO sends applications to the Commissioners who review them individually and independently of one another in advance of the grant award hearing. After the Commission establishes the year's awards at the hearing, the allocated grant funds will total ***$3,800,000.00***.

# PROJECT REQUIREMENTS

Upon acceptance of a Commission grant, Grantees are required to:

1. Comply with the Secretary of Interior's Standard for Rehabilitation found in the Standards (See Appendix III).

2. Report any changes made to the project scope during the duration of the grant by completing a project change request (See Appendix II).

3. Provide the SHPO with financial reports and progress reports on the project.

4. Allow the SHPO full access to all documents necessary for a comprehensive audit.

5. File the recorded covenant, with proof of recording, with the SHPO prior to the submission of any request for reimbursement.

6. Submit a Request for Permission when any visual and/or structural changes are planned for the building in accord with the requirements of the covenant (See Appendix I).

7. Notify the Commission when there are fundamental changes to your organization's programming, structure or leadership.

## SPECIFIC REQUIREMENTS

1. **Requirement: Project Documentation**
   a. A site plan and floor plan with north arrows clearly marked.
   b. City/county map with property clearly labeled.
   c. Plans & specs for the project (if applicable) or a detailed scope of work.
   d. Detailed photographs of all exterior elevations with views, identified & keyed to site plan.
   e. Detailed photographs of all major rooms and project rooms, labeled and keyed to a floor plan. Please include photos of specific elements proposed for modification. For example, if repointing of mortar is requested, please illustrate the current conditions with photos of existing mortar joints.
   f. Any other relevant information to enable a thorough project review such as existing condition drawings, historic photos, Historic Structure Reports, Architectural Studies, Condition Assessments.

2. **Requirement: Covenants**
   A covenant is a legal document executed between the State and the property owner in which the property owner of record encumbers the title of the property with a covenant running with the land, in favor of and legally enforceable by the State. The property owner of record (and, if applicable, the holder of the mortgage) must be the executors of the covenants whether or not the owner is the Grantee. When properly monitored and enforced, the covenants ensure the property's protection from unsympathetic changes and, in the event the property is sold, it is recorded with the deed, and the requirements are passed along to the new owner.

**Please Note:** CCCHP Grantees cannot begin the grant-funded portion of a project until the covenants are officially recorded with the appropriate County Recorder and the proof of recording has been sent to the SHPO along with the original covenants. The SHPO will not honor any request for reimbursement for projects that have not returned the original covenants document with a proof of recording.

By signing the covenants, the property owner agrees to the conditions of the covenants which may include:

1. Maintaining the premises for a minimum term of years to preserve the historical significance and integrity of the features, materials, appearance, workmanship, and environment.

2. Allowing public access to the property.

3. Notifying the SHPO of any proposed structural or visual changes or modifications to both the exterior and the interior of the building ***prior*** to implementation.

The duration of the preservation covenants are determined by the ***cumulative award amount*** applied to the individual building or resource as noted below:

| Cumulative CCCHP award | Covenant Length |
|---|---|
| up to $99,999 | 20 years |
| $100,000 to $174,999 | 30 years |
| $175,000 to $249,999 | 40 years |
| $250,000 to $750,000 | 50 years |
| $750,000 or more | Perpetuity |

Several additional and important items to note regarding covenants:

1. Where there are several phases of development assistance, the term of the covenants must be commensurate with the total (aggregate) grant assistance the building or resource has received.

2. A new covenants document will be prepared for each grant cycle regardless of any prior awards. Covenant lengths run concurrently and independently of any other prior covenants document.

3. The preservation covenants are effective upon execution of the SHPO funding agreement.

# FISCAL REQUIREMENTS

**Funding Agreements**

The SHPO requires Grantees to successfully complete their funding agreements within 180 (one hundred eighty) days of official notice of grant award. If a Grantee goes 180 (one hundred eighty) days without completing their funding agreement, the SHPO will notify the Commission (See Appendix I for a funding agreement template). The Commission may choose to withdraw the entire award from the Grantee. The Commission may then meet to reallocate the funds to another Grantee.

**Progress Reports and Reimbursement Requests**

The SHPO requires Grantees to submit progress reports and reimbursement requests (See Appendix II) based on the terms of the funding agreement. If a Grantee goes two quarters without submitting progress reports and reimbursement requests, the SHPO will notify the Commission of this delinquency.

**Timing of Project Costs**

Project costs for the portion of the project receiving grant funds must be incurred within the approved grant period, as defined in the funding agreement. The SHPO will not honor any requests for reimbursement for any costs incurred, or contributions of services made, or assets acquired prior to or subsequent to the grant period.

**Duration of CCCHP grant**

The duration of a grant is 18 months from the date that the proceeds of the bond sale are deposited into CCCHP account.

**Project Personnel**

Project Director vs. Financial Manager

The project director is the individual who is directly in charge of the project and is familiar with all aspects, financial and programmatic, of the project. He or she shares responsibility with the financial manager for certifying all expenditures are valid and necessary. The project director is responsible for compliance with all regulations, including SHPO review prior to commencing work, and for submitting progress reports.

The financial manager is responsible for all fiscal matters relating to the project and the individual ultimately in charge of accounting, management of funds, verification of expenditures, and grant financial reports. The financial manager should be someone other than the project director.

# ACCOUNTING AND RECORDS REQUIREMENTS

Accounting systems for all CCCHP grant-funded portions of projects must ensure the following:

1. All recipients of CCCHP funding are required to establish and maintain accounting systems and financial records to account for grant funds awarded to them.

2. Grant funds awarded will be expended only for activities and purposes stated in the approved budget and scope of work and within the approved grant period.

3. Grant funds must be obligated before the end date of the grant period. Obligated funds are those funds for which goods or services have been ordered or received, but which have not been disbursed. These obligations and payments include both CCCHP grant funds and matching contributions.

4. That grant funds are NOT commingled with funds from other funding sources. Recipients are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Each award much be accounted for separately.

5. Funds specifically budgeted and/or received for one project cannot be used to support another.

6. Funds shall not be obligated, nor will any requests for reimbursements to be honored, for grant-related expenditures occurring prior to the beginning date established in the funding agreement.

**Accounting System Criteria**

A Grantee must use an adequate accounting system that meets the following criteria:

1. Presents and classifies projected historical cost of the grant as required for budgetary and evaluation purposes.

2. Controls funds and other resources to assure expenditures of funds and property use are in conformance with any general or special conditions that apply to the recipient.

3. Meets the prescribed requirement for period financial reporting of operations.

4. Provides financial data for planning, control, measurement, and evaluation of direct and indirect costs.

5. Maintains all required records for three years from the date of the final report or until all questions arising from an audit have been resolved.

# NON-SUPPLANTING REQUIREMENT

State funds must be used to supplement existing funds for program activities and may not replace (supplant) existing funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, recoupment of monies provided under this grant, and civil and/or criminal penalties.

(Example: If a purchase of equipment is necessary for the project; however, the agency involved already has budgeted for this purchase, use of state funds for that same equipment would reduce the agency's budget. This would be supplanting. However, if that same agency purchased the equipment in their original budget for use by that agency and used the state funds to purchase additional equipment for the project, the state funds have supplemented the agency's budget.)

# NON-GRANT SHARE

**Non-Grant Share (aka Matching Share)**
This represents that portion of the total project or program costs not borne by CCCHP grant funds. *Match for Commission-funded projects is encouraged but not required*. A lack of match will not hurt a project, but documenting match helps the program in general and may help a Grantee's applications in the future. The Commission will consider match in evaluating applications, but, at the same time, may consider the fact that not all communities are able to produce match as well as others. The Commission would prefer to see as much documentation of match as possible to demonstrate that projects are supported by a wide variety of sources.

Matching share can consist of 'Cash Contributions.' 'Cash' represents the applicant's proposed cash outlay, including the outlay of money contributed to the Grantee by third parties.

The following may be used as "hard" cash match:

1. Local appropriations from governmental agencies.

2. Funds contributed from private sources.

3. Salaries of existing personnel who are transferred to grant activities only if the original positions are filled with new personnel and the salaries are not claimed for reimbursement.

***NOTE***: The agency must prove additional staffing was hired to do the original assignments at a comparable salary rate.

Matching share can also consist of 'In-kind (aka non-cash) Contributions.' This represents the value of non-cash contributions provided by the applicant or third parties. In-kind contributions may consist of charges for real property, non-expendable personal property, and the value of goods and services directly benefiting and specifically identifiable to approved objectives of the grant-supported program.

Examples of cash or in-kind (non-cash) matching share can include:

1. Proposed charges incurred by the applicant as costs during the grant period.

2. Costs financed with cash contributed or donated to the applicant by third parties.

3. Costs represented by services and real and personal property, or use of these, contributed or donated by non-federal third parties during the grant period.

4. Donations of expendable equipment, office supplies, workshop or classroom materials or workspace. (Please use appropriate form included in Appendix II). The value placed on loaned or donated equipment may not exceed its fair rental value.

5. The monetary value of time contributed by professional and technical personnel and other skilled and unskilled labor if the services they provide are an integral and necessary part of the funded project. The value placed on donated services must be consistent with the rate of

compensation paid for similar work in the organization or labor market. Fringe benefits may be included by the recipient organization for its own employees.

Time records signed by both the volunteer and supervisor must document all volunteer services claimed as the non-state portion of the matching grant. Time accounting for project volunteers is identical to that required for paid personnel. Such records must show the actual hours worked and the basis for determining the volunteer's contribution rate. (Please use Donated Labor form included in Appendix II.)

a. Rates charged for volunteers serving within their profession must be consistent with rates paid in state government for comparable activities and cannot exceed the hourly rate of $82.57 per hour.
b. If a volunteer performs services outside his profession, that labor must be assessed at Nevada minimum wage (In 2021, this is $9.75 per hour).
c. In-kind contributions for items other than personnel services must reflect fair market value and must be of such nature that if the state share were used to pay for the contribution, the Grantee would have incurred an allowable cost. The non-state share is subject to audit, along with the state share.

The matching share must be obligated by the end of the period for which the grant funds have been made available.

All Grantees must maintain records that clearly show the source, amount, and timing of all match contributions.

# ALLOWABLE/UNALLOWABLE COSTS

CCCHP grants have certain fiscal and project requirements. The following are guidelines for allowable and unallowable costs, as well as examples and in-progress and post-project requirements. All costs must be necessary to the success of the project. If you have any questions as to whether your proposed match, costs, etc. are allowable, please do not hesitate to contact the CCCHP grant manager with any questions.

Allowable Costs – Bricks and Mortar Work (i.e. physical improvements to the building)

1. Roofing.
2. Electrical.
3. Plumbing.
4. HVAC systems.
5. Window rehabilitation.
6. ADA ramps.
7. Railing.
8. Refinishing.
9. Sound systems (permanently hardwired within the building).
10. Flooring.
11. Light fixtures.
12. Seismic retrofit.
13. Construction documents, Historic Structure Reports, and reports critical to the architectural assessment of the building.
14. Contractor Travel (See Appendix II for Travel Claim form).

Unallowable Costs

1. Landscape improvements unless the work is needed to make the building safely accessible (ADA).
2. Reports, unless they are critical to the assessment, rehabilitation, and/or construction of the building.
3. Purchase of a historic building.
4. Mortgage notes, insurance policies, and other similar instruments.
5. Programming.
6. Administrative costs, including travel. (Only Contractor Travel is allowed)
7. Furnishings or anything that can be easily removed from the building (e.g., curtains, speaker systems, chairs, tables, and portable chalkboards).

# REQUESTS FOR REIMBURSEMENT

**Timely Reimbursement Requests:**
The Grantee must be aware that timely reimbursement requests are a requirement of this grant.

Claims for reimbursement of expenditures must be submitted on a "CCCHP Reimbursement Request 2021-2022" form as included in Appendix II. Unless an exception is made for your particular project, the following guidelines apply:

1. The Grantee or contractor may be required to incur project expenses and adequately document payment prior to reimbursement with CCCHP grant funds.

2. Reimbursement will only be made for actual cash expenditures or reimbursable services rendered. No "in-kind" contributions will be reimbursed with CCCHP grant funds.

3. Reimbursement will be made only on authorized items listed in Scope of Work in the funding agreement, attachment A-1.

4. All claims must have supporting documentation that balances to the amounts being claimed for each category. Supporting documentation includes but is not limited to:
   a. Clear photocopies of invoices for all items charged to the project. Invoices must contain the company name or individual providing service, the date, a description of the item or service purchased, and a unit price for the item or service.
   b. Proof of payment may be required (clear copies of cancelled check [front and back]) for the total amount of the reimbursement request. The same documentation must be provided for the matching portion of the grant. Each check must be cross-referenced with the invoice.
   c. If payments are made in cash, they must not exceed $10 per invoice. No cash expenses will be accepted without prior arrangements with the SHPO.
   d. If payment is made by credit card, a copy of the statement must be submitted.
   e. Payments made by other electronic formats (e.g., electronic funds transfers) require a hard copy print out from the Grantee's system.

5. Claims for reimbursement must identify the project number assigned by the SHPO. The number should be written or typed on each page of correspondence and supporting material.

6. All expenditures must be obligated within the approved project period. All grant-funded project work must be completed within the period specified in the funding agreement.

7. Reimbursement payments will be adjusted to correct previous overpayments and disallowances resulting from non-supported expenditures, audit, or project review.

# CONTRACTUAL PROFESSIONAL SERVICES

**Contractual Professional Services**
Independent contractor services must follow state and federal regulations. NRS 333.700(2) defines an independent contractor as "a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished."

The SHPO will accept flat rates for professional consulting services (up to a maximum rate of $82.57). In addition, architects, engineers, and related professionals, and members of trades may be paid at recognized rates established by the industry or by demonstrated previous practices not to exceed $82.57per hour. The contractor may enter into a fixed-fee contract not based upon an hourly rate.

The consultant is required to prepare an invoice for professional services. The consultant will not exceed the rate for professional services established in consultation with the SHPO prior to beginning work. The SHPO does not require an itemized time sheet for project consultants but does require proof of payment and a signed statement of the hourly rate charged to the project and hours billed to the project.

Transportation and subsistence costs for travel may not exceed the state travel rates and regulations.

Dual compensation is not allowed.

Consultants employed by state and local governments will only be allowed when the unit of government will not provide their services without cost. In these cases, the rate of compensation is not to exceed the daily salary rate paid by the unit of government.

**Contract Review**
All Grantees must ratify contracts. NRS 332 is the governing legislation in the State of Nevada for local governments.

# PROCUREMENT OF GOODS OR SERVICES

The primary objective is to obtain materials, supplies, qualified services, and equipment at the most reasonable cost to the taxpayer, to supply the agency as quickly as possible, and to afford vendors competitive opportunity. All procurement transactions will be conducted in a manner to provide, to the maximum extent practical, open and free competition. To ensure maximum open and free competition, bidders' lists should be maintained and updated as required. Advertising of competitive requirements in local newspapers and trade publications is important in order to achieve more effective competition. Procurement of all goods and services shall be documented in accordance with existing statutes. State preference laws/ordinances have always required special attention by the awarding agency.

Also, prior to procurement of goods/materials, the project director should get approval from the SHPO that those good/materials meet the Standards, the approved scope of work, and can be used on the project.

**Established methods of procurement include:**

1. **Competitive Sealed Bidding** – bids that are publicly solicited and a firm fixed-price contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. This method is recognized as the preferred method of procurement and is properly used when the following conditions exist:
    a. The requirement can be described and is finite and specific in detail, with no unknowns or contingencies.
    b. There is good likelihood that competition is readily available among interested contractors that could satisfy the requirement.
    c. There is enough time available to issue the solicitation, conduct a public bid opening, and award the contract to the lowest responsive and responsible bidder.

2. **Interdepartmental Transfer of Funds** – normally applies to state and local governments. In certain instances, a viable method to satisfy a requirement is funds transfer to another unit of the organization where the capability exists. This can be accomplished under the following conditions:
    a. Another part of the organization has the in-house capability to satisfy the requirement; or
    b. The organization has in existence a contractor currently performing that could effectively satisfy the requirement. This action, however, requires the SHPO to consent to a sole-source justification.

3. **Small Purchases** – are those relatively simple and informal procurement methods for securing services, supplies, or other property that does not cost more than $25,000 overall. Simplified informal procedures to cut down procurement lead-time for day-to-day support items should be used and documented. (Please use the Competitive Negotiation and Small Purchases Contracting Documentation form included in Appendix II.)

4. **Competitive Negotiation** – is the method of procurement when the prerequisite for competitive sealed bidding cannot be met. The technique of competitive proposals is usually conducted with more than one source submitting an offer, and either a fixed price or cost

reimbursement-type contract is awarded. The procedures involve developing a performance "Statement of Work" (SOW) listing requisite requirements to accomplish the contract. The performance Statement of Work should be written in a straightforward manner and, as a minimum, should contain the following:

a. Background providing necessary introductory information or evolution of the requirement.
b. Objective/scope of work detailing broad parameters that are requisite for contract performance or effectively satisfy the requirement.
c. Tasks with accompanying deliverables should be indicated in a logical sequence, as the Grantee perceives the requirement.
d. A delivery schedule in increments as required satisfying the requirement.
e. Acceptance and approval procedures should be indicated.

This method requires a Request for Proposal (RFP). Develop an RFP containing at least the basic elements specified above, and before release, advertise the solicitation in accordance with state or local preferences.

5. **Sole-Source Contracting** – recipients are mandated to complete contractual requirements. There are, however, exceptions to this cardinal rule of competition. These exceptions result in "sole-source" contracting. Procurement by noncompetitive proposals is procurement through the solicitation from only one source, or if after solicitation of a number of sources the competition is determined inadequate. NRS 332 is quite clear regarding necessity to have open and free competition to satisfy contractual requirements. Recipients may make the final determination that competition is not feasible if one of the following circumstances exists:

   a. The item of service is available only from a single source.
   b. The public exigency or emergency of the requirement will not permit a delay resulting from a competitive solicitation.
   c. After solicitation of a number of sources, competition is considered inadequate.

   In any event, documentation reflecting actions taken and the position of the Grantee is extremely important in order to establish an audit trail. A justification of non-competitive (sole source) procurement must include the following:

   a. A brief description of the program and the services being contracted.
   b. Explanation of why it is necessary to contract noncompetitively, to include the following: (a) expertise of the contractor, (b) management, (c) responsiveness, (d) knowledge of the program, (e) experience of contractor personnel, (f) results of a market survey to determine competition availability or, if one was not conducted, explain why.
   c. Time constraints: (a) when contractual coverage is required and why, (b) how constraints would affect the program if dates are not met, (c) length of time it would take another contractor to reach the same level of competence. (Equate to dollars, if desired).
   d. Uniqueness.
   e. Other points that should be covered to "sell the case."
   f. A declaration that this action is in the "best interest" of the agency.

# CONTRACT PROVISIONS

Grantees must maintain copies of written contracts on file for all cooperative working agreements and professional services for three years after the close of the project.

Contracts should contain the clauses as enumerated below. Grantees may develop language suited to accommodate a specific contractual situation, providing such clauses meet the intent of these clauses.

1. **Disputes** – this clause should provide a contractor recourse procedure in the event there is a contractual dispute. The dispute submitted by the contractor shall be in writing to the contracting officer (person signing the contract for the Grantee). Procedures will provide at least one additional upper management level for review. The reply from the recipient will be in writing and include general counsel concurrence (optional).

2. **Reporting** – any applicable reporting requirements affecting contractual activity to comply with a requirement of the award should be included as a special contract clause developed by the recipient. Of particular importance are progress/status/performance reports (usually on a regular basis) required for contracts for research and development, studies, surveys, analyses, etc. Progress reports also play an important role in equating progress to payments or cost reimbursement.

3. **Patents** – any discovery or invention that arises during the contract will be reported to the awarding agency. This clause should require the contractor to disclose inventions to the contracting officer within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The clause should also contain and identify provisions identifying the Grantee against liability, including costs for infringement of any United States patent.

4. **Rights in Data and Copyrights** – as a rule, contracts that require data to be produced, furnished, acquired or specifically used in meeting contract requirements, must contain terms that delineate respective rights of the awarding agency and the contractor regarding use, duplication, and disclosure of such data.

5. **Examination of Records** – this clause shall state the CCCHP and the grant recipient, or any of their representatives, will have access to any books, documents, papers, and records of the contractor that are directly pertinent to the contract for making audit, examination, excerpts, and transcriptions. The clause will further state that the contractor shall retain all required records for three years after the recipient or sub recipients make final payments and all other pending matters are closed.

6. **Termination** – only the awarding agency has the right to terminate the contract. There are two types of termination:

a. Termination for convenience – contract is terminated due to reasons known to the Grantee, i.e., program changes, insufficient funding, etc. This type of termination is used when the contractor is not in violation of the contract.
b. Termination for cause – a contract is terminated due to actions by the contractor, i.e., failure to perform, slipped schedules, etc.

The awarding agency has the option of tailoring the termination to fit the type of contract. The awarding agency, by written notice, may terminate the contract, in whole or in part, when it is in the awarding agency interest. Termination settlements will be accommodated by negotiations carefully planned to achieve an equitable resolution.

7. **Contracting with Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area Firms** – recipients and sub recipients will take all necessary affirmative steps to assure that the following firms are used, when possible:
    a. Small Business Firms – designated by the Small Business Administration.
    b. Minority Business Firms – 51% minority-owned/operated.
    c. Women's Business Enterprises – small business that is at least 51% owned by a woman or women.
    d. Labor Surplus Area Firms – firms geographically located in distressed labor surplus areas designated by the Secretary of Labor.

8. **Protests –** in accordance with sound administrative practice and sound business judgment, recipients alone will be responsible for settlement of all contractual and administrative issues arising out of procurement.

# PROJECT CHANGE REQUESTS

The Grantee must secure prior written approval from the SHPO for any revision to their funding agreement. Project Change Requests must be submitted with an original signature. Emailed or faxed copies will not be accepted. A "Project Change Request" form, as well as a written justification for the change, must be submitted to the SHPO. (Please use Project Change form included in Appendix II). The Grantee must receive a signed, approved copy of the "Project Change Request" from the SHPO before implementing a requested change.

A Project Change Request shall be submitted under the following circumstances:

a. Change in scope of work.
b. Changing the amount of an approved category. Funds may be moved from one approved category to another with proper justification.
c. Requests for moving funds into a previously non-approved category. Funds may be moved into a previously non-approved category if it is essential for the success of the project. Please note, funds may not be increased; they must be taken from approved categories.
d. When a project director is changed. Please submit vitae for new project director along with Project Change Request.
e. When requesting a project period extension.

Changes within the same category do not require submission of the Project Change Request form. However, a justification explaining any significant changes from the approved budget should be submitted to the SHPO for prior approval.

If the project cannot be completed within the period specified in the funding agreement, the Grantee must submit to the SHPO a written request (with a Project Change Request form) explaining the programmatic reason for extension of the grant period. **This should be submitted at least 60 days prior to the expiration date of the project**. The request should state the reason for the excess time and the effect denial of the request would have on the project.

If a grant extension is allowed, monthly progress reports (see next section) shall be submitted on progress report forms no later than ten calendar days from the preceding month.

If an extension request is not submitted prior to the project's expiration date, the original project expiration date stands. **Any remaining grant funds will be forfeit**.

# PROGRESS REPORT REQUIREMENTS

All grants require submission of "Progress Reports" on each individual project. This is the responsibility of the project director. The purpose of the report is to evaluate the progress of planned activity. Failure to meet this requirement will result in suspension of payment on submitted financial reports. After notification, if further noncompliance persists, it will be cause to terminate funding of the project. The following should be observed in preparation and submission of progress reports:

1. **Due Date** – reports are due 15 days after the close of each calendar quarter, or deadline as agreed upon with the SHPO. The final report is due 30 days following the close of the grant period or any extension thereof.

2. **Submission** – Grantees shall submit progress reports and a cumulative final report, including an inventory list, if applicable. (Please use Progress Report form included in Appendix II).

3. **Reporting Requirements** – reporting requirements noted in this section are designed to provide sufficient information to monitor grant implementation and goal achievement. To support effective monitoring, progress reports must be keyed to the grant implementation plan provided in the grant application. Specifically, the report must include the following:
    a. Indicate the overall status of the project. Have the goals and/or objectives been achieved during the report period? Be specific and detailed.
    b. Indicate in quantitative terms the results achieved, both during the reporting period and cumulative-to-date. Explanatory and descriptive statements of activities will be helpful, especially if project objectives' change.
    c. State the status of goals and/or objectives that were due for completion during a previous report, but carried over due to late implementation or other problems.
    d. If the project is not meeting its goals and objectives, state the corrective action planned to resolve the problems. State the effect of these problems on the remaining schedule for achieving the project's remaining goals and/or objectives.
    e. If appropriate, identify changes needed in accomplishing the project. Changes that alter plans and/or goals of the original application require prior approval and issuance of appropriate amendments.
    f. State if technical or other assistance is needed during the coming quarter to help resolve implementation problems. If technical assistance has been provided to resolve implementation problems, state the problems addressed and results of the assistance provided.
    g. Provide photographs depicting project number and showing completed work to date. Each photograph must represent work completed for the reporting period. Photographs should include a descriptive caption, date taken and source/taken by. They can be digital as long as they are clear and clearly printed. Photographs can be submitted via flash drive, CD/DVD, or sent via e-mail as long as they have the required identifying information. Otherwise, send in captioned hard copies.
    h. The Grantee and/or contractor must notify the SHPO immediately by telephone and/or letter of any project progression problems or changes to the approved scope of work. Telephone calls may be accepted if confirmations are made in writing.

4. **Monthly Reports -** If a project period extension was granted, monthly reports are required for the duration of the extension. The monthly reports should have the same format and content as the progress reports.

# GRANT CLOSEOUT PROCEDURES

**Final Report** – is due no later than 30 days after the close of the original or extended grant period. Information to be provided after each grant cycle is as follows:

1. The final report must reflect compliance with the Secretary of Interior's Standard for Rehabilitation as found here: Standards and any special conditions agreed to by the Grantee and the Commission at the time of the grant award.

2. Final Report (See Appendix II) for the project to be considered complete and to receive final payment. The Report includes:
    a. Part I: Property and Ownership Identification
    b. Part II: Fiscal Report
    c. Part III: Certification of Public Benefit
    d. Part IV: Case Study Narrative with Illustrations
    e. Part V: Photographic Index
        1. Photographs with project number showing completed work. Each photograph must be tied to the project and the line items funded in Attachment A-1 and A-2 of the funding agreement. Photographs should include a descriptive caption, date taken and source/taken by. They can be digital as long as they are clear and clearly printed. Photographs can be submitted via CD or disk or sent via e-mail as long as they have the required identifying information. Otherwise, send in captioned hard copies.

If the CCCHP grant-funded building is open to the public, the final report must include an approximate number of individuals visiting the facility during the grant period.

Other products as negotiated with the SHPO may be required, including inventory reports and site/building forms, data entry, photographs, videos or CDs, brochures, maps, etc.

All CCCHP grant-funded projects will be requested to provide annual estimates of the numbers of visitors for the life of the covenants.

The SHPO may retain ten (10) percent of the total grant award until it receives and approves the final project product.

At the expiration date of the funding agreement, all remaining costs incurred up to the last day of the grant period must be accumulated and submitted for reimbursement on a final "CCCHP Reimbursement Request 2021-2022" form. The final financial claim should be submitted no later than 30 days after the grant period's expiration date.

This claim, along with the final report to ensure work has been completed satisfactorily in accordance with the terms of the funding agreement, along with a possible inspection by the SHPO or other state representatives, will serve to close out the grant.

# PUBLIC ACKNOWLEDGMENT

Appropriate credit must be given to the Commission in all news releases, publicity, or printed material describing or promoting the grant. The final product (report, brochure, publication, or any other funded item) must clearly state that it was "funded with assistance of the Commission for Cultural Centers and Historic Preservation."

An acknowledgement of Commission support must be made in connection with publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, a result of the grant award.

Please contact SHPO staff for appropriate guidance with reference to signage at the site and/or acknowledgment plaques.

## SUSPENSION OF FUNDING

The Commission may suspend or terminate CCCHP grant funding of a project for the following reasons:

1. Default by the Grantee.

2. Failure by the Grantee and/or contractor to observe the covenants, conditions, and warranties of the grant funding agreement and its incorporated provisions.

3. Failure by the Grantee and/or contractor to demonstrate progress on the grant.

4. Unsatisfactory financial conditions by the Grantee and/or contractor, which endangers the grant's performance.

5. Delinquency by the Grantee and/or contractor in payment of taxes or the costs of performance of the grant in the ordinary course of business.

6. Appointment of a trustee, receiver, or liquidation for all or a substantial part of the Grantee's and/or contractor's property, or institution of bankruptcy, reorganizations arrangements, or liquidation proceedings by or against the Grantee and/or contractor.

7. Commission of an act of bankruptcy.

# CONFLICT OF INTEREST

The Grantee will establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give appearance of being, motivated by the desire for private gain for themselves or others with whom they have ties, such as, family or business, etc.

# APPENDICES

# APPENDIX I


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**COMMISSION FOR CULTURAL CENTERS AND HISTORIC PRESERVATION**

**FUNDING AGREEMENT (Agreement)**

This Agreement is made and entered into between the State of Nevada, acting through the office of historic preservation as staff assistance to the Commission for Cultural Centers and Historic Preservation (STATE), , hereinafter referred to as "STATE" and, **GRANTEE NAME** hereinafter referred to as "GRANTEE". This Agreement is entered into pursuant to the authority contained in NRS 383.520.

Affixed to and made a part hereof are the following attachments.

/**X**/ ATTACHMENT A - Scope of Work/Budget

/**X**/ ATTACHMENT B - Covenants

/**X**/ ATTACHMENT C – Assurances

WHEREAS, the STATE will administer a State Bond Grant-in-Aid "Grant" in an amount of **AWARD $** to assist in the **PROJECT NAME**. NOW, THEREFORE, the GRANTEE in undertaking this project agrees to:

1. Duly and faithfully comply with the terms and conditions of this Agreement, all applicable federal and State laws.
2. At all times during regular business hours or at an agreed to time and as often as the STATE requires, permit authorized representatives of the State Historic Preservation Office full and free access to the project and to the accounts, records, and books of the GRANTEE relative hereto, including the right to make transcripts from such accounts, records, and books. The GRANTEE must retain such accounts, records, and books for three (3) years after the completion of the project.
3. Indemnify, save, and hold the State Historic Preservation Office , its agents and

employees harmless from all claims, causes of action or liability arising from the performance of this Agreement, subject to NRS Chapter 41.

4. Consult with State Historic Preservation Office if buried or previously unidentified cultural resources are located during these project activities. If this occurs, the GRANTEE will immediately cease all ground-disturbing work in the vicinity, protect the discovery, and contact the State Historic Preservation Office within 24 hours of the discovery.

5. Ensure that a project sign is displayed in a prominent location at each project site while project work is in progress. The project sign will be provided by the State Historic Preservation Office for the duration of the project and will be returned to the State Historic Preservation Office upon project completion. If any damage occurs to the project sign during the project, the GRANTEE will be responsible for replacement of the project sign.

6. Provide the STATE with progress and financial reports in a format prescribed by the STATE during the term of the Grant. Due dates for progress reports are **PUT DATES HERE**. The first progress report is due **DATE HERE**. Required progress reports are to be submitted on or before the due dates above. If the GRANTEE fails to provide the required progress reports during the ***first 180 days*** (one hundred and eighty) from execution of this Agreement, the STATE reserves the right to revert the ***entire*** Grant amount from the GRANTEE. If the GRANTEE allows ***two quarters*** to pass without contacting the STATE to submit a reimbursement request and/or required progress reports, the STATE reserves the right to revert any ***remaining*** grant funds from the GRANTEE.

7. Submit a final report in a format prescribed by the STATE within ***sixty (60)*** days of the

completion of the project named herein or by **DATE HERE**, whichever comes first.

8. Maintain:

a) An accurate record of all expenditures related to the project. Records must be supported by source documentation. All volunteer services claimed as nonfederal share must be documented through timecards or records signed by both the volunteer and project supervisor. The State Historic Preservation Office may require audits of all project-related records. Such audits shall be at the expense of the GRANTEE.

b) A special account for the project so that an exact itemization of project expenditures can be submitted by check number along with copies of canceled checks, itemized invoices, and properly documented time sheets.

c) A comparison of actual expenditures with budgeted amounts for the Agreement.

9. Notify the State Historic Preservation Office immediately in writing of problems or changes in scope of work, budget, product, and performance reporting. No changes can be made without prior written approval from the State Historic Preservation Office.

10. Following the notification of the Grant award and before work begins, the GRANTEE will attend a project meeting with the State Historic Preservation Office's grants manager.

11. Adhere to all of the policies and procedures described in the *Grants Manual Project General Administrative Guidelines* (2021-2022) provided by the STATE to the GRANTEE upon execution of this Agreement.

THEREFORE, the parties to this Agreement acknowledge and will comply with the following general terms:

1. Payment of the Grant shall be made upon compliance with the terms of this Agreement, including but not limited to:

   a. An inspection by the STATE to ensure that the GRANTEE has completed all project work satisfactorily in accordance with the terms of this Agreement.

   b. The submission of satisfactory progress reports as referred to above. Reimbursement requests shall not be processed until such reports are received.

   c. The submission of a Financial Report that must be executed by the person in charge of the project. The request shall be accompanied by copies of all original bills from contractors, suppliers, and vendors, and proof of payment of those bills to assure evidence of compliance prior to reimbursement.

   d. The State Historic Preservation may, at its discretion, retain ten percent (10%) of the STATE'S contribution to the project. When the STATE has received and approved the final report and proof of payment of all bills and canceled checks, the STATE shall pay the funds retained to the GRANTEE and issue an official letter to the GRANTEE to close out the Grant.

   e. Progress payments may be made at the discretion of the State Historic Preservation Office upon the completion of distinct phases of work provided that the above-mentioned conditions have been met for each phase of work.

   f. Any progress payment made by the STATE shall not constitute nor be construed as a waiver by the STATE of any breach of covenants or any default which may exist on the part of the GRANTEE, nor shall any such breach or default impair or prejudice any right or remedy available to the STATE.

2. In any news release or printed material describing or promoting the project or any material produced as a result of the Grant, appropriate credit shall be given to the STATE by including the phrase "this project has been funded with the assistance of the Commission for Cultural Centers and Historic Preservation".

3. Both parties understand that a funding-out provision is required by NRS 244.320 and NRS 354.626. Continuation of this Grant is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. Reservation of funds based upon budget reductions is included herein. The State Historic Preservation Office may reduce or terminate this Grant, and GRANTEE waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if, for any reason, the State Historic Preservation Office's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

4. The State Historic Preservation Office or the GRANTEE may terminate this Agreement in whole, or in part, when both parties agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds. The State Historic Preservation Office and the GRANTEE must both agree in writing upon the termination condition, including the effective date, and in the case of partial termination, the portion to be terminated.

5. If the GRANTEE fails to comply with any of the terms of this Agreement, the State Historic Preservation Office shall have the right to cancel this Agreement without the consent of the GRANTEE and to file suit, in law or equity. The purpose of the suit shall be to cause the GRANTEE to cure said violations or to obtain the return of funds granted to the GRANTEE by the STATE. The STATE shall bring such suit in the

District Court of the county in which the property is located.

6. The commencement date for all work to be performed under this Agreement is **DATE HERE**. The termination or end date is **DATE HERE**. The State Historic Preservation Office shall not consider any work performed at any time other than described in this paragraph as an eligible activity for reimbursement purposes. All requests for reimbursement must be submitted to the State Historic Preservation Office no later than **DATE HERE**. The STATE shall not pay any requests received at the office of the State Historic Preservation office after this date pursuant to this Agreement. Upon receiving reimbursement requests, the State Historic Preservation Office will review the request for completeness and accuracy. If complete and accurate, the reimbursement request will be processed within fifteen (15) business days of receipt.

7. The GRANTEE shall submit a Financial Report reimbursement request totaling at least **INSERT MINIMUM AMOUNT HERE** by no later than **DATE HERE**. This Financial Report must be executed by the person in charge of the project. The request shall be accompanied by copies of all original bills from contractors, suppliers, and vendors, and proof of payment of those bills to assure evidence of compliance prior to reimbursement.

8. This Agreement shall be construed and interpreted according to the laws of the State of Nevada.

9. All work conducted by the GRANTEE shall be assessed by the State Historic Preservation Office for adequacy of performance and conformance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties*. If work does not meet the terms of this Agreement, the GRANTEE shall remedy the work even if that requires the expenditure of funds other than those contributed to the project by the

Commission for Cultural Centers and Historic Preservation.

10. The GRANTEE agrees to revert to the State Historic Preservation Office all funds contributed to the project by the Commission for Cultural Centers and Historic Preservation if the GRANTEE does not meet the terms of this Agreement or if the GRANTEE violates any section of NRS.

11. Under the terms of this Agreement, the GRANTEE warrants that it shall not discriminate nor allow discrimination against any employee based on race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin. The GRANTEE shall permit the STATE access to its records of employment, advertisements, and other pertinent data relative to this provision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby entered into this_____day of_____, 2022.

**GRANTEE**

By: _____

Name *(print):*_____

Title *(print*):_____

Date *(print):*_____

**STATE-COMMISSION FOR CULTURAL CENTERS AND HISTORIC PRESERVATION**

By:_____

Robert Ostrovsky, Commission Chair Date*:*_____**REVIEWED AS TO FORM ONLY:**

Aaron Ford, Attorney General

By:_____, Date:_____,

Senior Deputy Attorney General

**ATTACHMENT A-1**

**SCOPE OF WORK**

Project Scope:

This project shall support the completion of the following:

Stipulations:

1. All work shall conform to the *U.S. Secretary of the Interior's Standards for Rehabilitation* unless otherwise approved by the State Historic Preservation Office.
2. The GRANTEE is required to submit drawings and specifications (or the equivalent) for State Historic Preservation Office review prior to the start of construction. All work shall conform to visual and/or written specifications submitted to and approved by the State Historic Preservation Office before work begins.
3. The GRANTEE is required to submit the contractor's itemized budget including a break-down for materials and labor with the finalized drawings and specifications described in Item #2 for State Historic Preservation's review before work begins.
4. If any changes are made to the project, the GRANTEE must submit updated visual and/or written specifications for the proposed work before any work commences and wait for written approval from the State Historic Preservation Office before work commences/resumes. All completed work shall conform to visual and/or written specifications submitted to and approved by the State Historic Preservation Office <u>before</u> work begins.
5. The GRANTEE shall provide the State Historic Preservation Office with updates on project progress.
6. The GRANTEE shall provide the STATE with full access to all documents necessary for a comprehensive audit. Should the STATE find costs that are not allowed by State accounting practices or that are outside the terms of this agreement; the GRANTEE shall refund the amount to the STATE.
7. The GRANTEE agrees to notify the Commission for Cultural Centers and Historic Preservation (Commission) when there are fundamental changes to its programming,

to its structure as an organization, or to its leadership, and the Commission may consider these changes in future funding decisions.

| ATTACHMENT A-2<br>BUDGET | | |
|---|---|---|
| **Participant:**<br><br>**Project Title:**<br><br>**Termination Date:**<br><br>**Project ID #**<br><br>**Itemized Budget** | **CCCHP Share** | $ |
| | **Subtotal CCCHP Share:** | $ |
| | **Non-CCCHP Share (if applicable)** | $<br>$ |
| | **Subtotal Non-CCCHP Share:** | $ |
| | | |
| | **Total Project Costs:** | $ |

# COMMISSION FOR CULTURAL CENTERS AND HISTORIC PRESERVATION (CCCHP-PROJECT NUMBER) COVENANTS

These covenants are made and entered into between the State of Nevada, acting through the office of historic preservation as staff assistance to Commission for Cultural Centers and Historic Preservation (STATE), hereinafter referred to as "STATE" and **NAME OF PROPERTY OWNER** hereinafter referred to as "PROPERTY OWNER", for the purpose of the property known as the **PROPERY NAME**, which is owned in fee simple by the PROPERTY OWNER.

The property is comprised essentially of grounds, collateral, appurtenances, and improvements. The property is more particularly described as follows:

**COUNTY ASSESSOR'S PARCEL NUMBER AND LEGAL DESCRIPTION**

In consideration of the sum of **$GRANT AWARD** received in grant-in-aid assistance from the STATE, the PROPERTY OWNER hereby agrees to the following for a period of time ending on **TERMINATION DATE OF COVENANTS**.

1. The PROPERTY OWNER agrees to assume the cost of the continued maintenance and repair of said property so as to preserve the architectural, historical, cultural or archaeological integrity of the same, in order to protect and enhance those qualities which make it historically significant as determined by the STATE.
2. The PROPERTY OWNER agrees that no visual or structural alterations to either the interior or exterior of the property will be made without prior written permission of the STATE.

3. The PROPERTY OWNER agrees that the STATE, its agents and designees, shall have the right to inspect the property at all reasonable times, in order to ascertain whether or not the conditions of these Covenants are being observed.
4. The PROPERTY OWNER agrees that when the property is not clearly visible from a public right of-way or includes interior work assisted with State of Nevada, Commission for Cultural Centers and Historic Preservation grant funds, the property will be open to the public not less than twelve (12) days a year on an equitable spaced basis and at other times by appointment. Nothing in these Covenants will prohibit the PROPERTY OWNER from charging a reasonable, non-discriminatory admission fee, comparable to fees charged at similar facilities in the area.
5. The PROPERTY OWNER further agrees that when the property is not open to the public on a continuing basis, and when the improvements assisted with State of Nevada Commission for Cultural Centers and Historic Preservation grant funds are not visible from the public right-of-way, notification will be published for three consecutive working days, no less than one week prior to the opening date in one newspaper of general circulation in the community area in which the property is located. The advertisement shall give the dates and times when the property will be open. Documentation of such notice will be furnished annually to the STATE during the term of these Covenants.
6. The PROPERTY OWNER agrees to comply with Title VI of the Civil Rights Act of 1964 (U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C.

12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the STATE.

7. The agreement shall be enforceable in specific performance by a court of competent jurisdiction.

8. SEVERABILITY CLAUSE - It is understood and agreed by the parties thereto that if any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

9. These restraints shall run with the property and are binding upon the PROPERTY OWNER and any and all successors, heirs, assignees, or lessees.

10. The STATE shall have the right to file suit in law or equity, if the PROPERTY OWNER violates any of the restraints of these Covenants. The purpose of the suit shall be to cause the PROPERTY OWNER to cure said violations or to obtain the return of funds granted to the PROPERTY OWNER by the STATE.

11. The PROPERTY OWNER shall record these Covenants in the Recorder's Office of the County in which the subject property is located. The STATE'S

obligations with regard to the subject property shall not become effective until the PROPERTY OWNER has furnished the STATE satisfactory proof of the aforementioned recordation.

[Remainder of Page Intentionally Blank]

These CCCHP Covenants are entered into this_____day of_____, 2022.

**PROPERTY OWNER -**

_____

Signature

_____

Name and Title (print)

Witnessed by Notary Public

State _____

County of _____

On _____

_____, personally appeared before me, _____ a Notary Public in and for said County and State. They are known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that _____executed the same freely and voluntarily and for the uses and purposes therein mentioned.

_____

Notary Public

**STATE-COMMISSION FOR CULTURAL CENTERS AND HISTORIC PRESERVATION**

_____

Robert Allan Ostrovsky, Chair

**REVIEWED AS TO FORM ONLY**:

Aaron Ford, Attorney General

By: _____ Date:_____

Senior Deputy Attorney General

**ATTACHMENT C**

**CIVIL RIGHTS ASSURANCE**

As the authorized representative of the GRANTEE, I certify that the GRANTEE agrees that, as a condition to receiving any public financial assistance from the State of Nevada, it will comply with all Federal and State laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the GRANTEE. The GRANTEE hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the GRANTEE's operations including those parts that have not received or benefited from public financial assistance.

If any real property or structure thereon is provided or improved with the aid of public financial assistance extended to the GRANTEE by the Commission for Cultural Centers and Historic Preservation, this assurance shall obligate the GRANTEE, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the public financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the GRANTEE for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the GRANTEE for the period during

which the public financial assistance is extended to it by the State of Nevada.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all publicly funded grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the GRANTEE by the State of Nevada, including installment payments after such date on account of GRANTEEs for public financial assistance which were approved before such date.

The GRANTEE recognizes and agrees that such public financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the GRANTEE, its successors, transferees, assignees, and sub recipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the GRANTEE.

_____ _____

Signature of Authorized Certifying Official Title

_____ _____

Authorized Certifying Official *(print name)* Date Submitted

_____

GRANTEE/Organization

_____

GRANTEE /Organization Mailing Address

**COMMISSION FOR CULTURAL CENTERS AND HISTORIC PRESERVATION**

**FUNDING AGREEMENT AMENDMENT # 1**

Project:

Date:

Grant Number:

GRANTEE:

On approval by the parties, this amendment shall become a part of the original agreement, and shall incorporate the proposed revision below:

GRANTEE:

Signature: _____

Name (print):_____

Title (print): _____

Date (print):_____

APPROVED BY STATE:

State Historic Preservation Office

_____

Rebecca Lynn Palmer

State Historic Preservation Officer

Date: _____

# Sample
# Detailed Contractor Estimate

## ENTRY PORCH WATERPROOFING & PRINT ROOM CEILING REWORK

| | |
|---|---|
| DEMO | $5,000.00 |
| NEW UNDERLAYMENT/WATERPROOFING L&M | $9,000.00 |
| NEW WOOD DECK L&M | $9,500.00 |
| REWORK STAIRS L&M | $3,000.00 |
| MISC TRIM REWORK/REINSTALL L&M | $3,100.00 |
| PAINT NEW DECK AND TRIM L&M | $2,200.00 |
| INSULATION/DRYWALL/PAINT AT PRINT RM L&M | $6,650.00 |
| NEW/ADDED ELECTRICAL (BUDGET ALLOWANCE) | $2,500.00 |
| o TOTAL | $40,950.00 |

## EAST SIDE WINDOW/DOOR RESTORATION

| | |
|---|---|
| REMOVE AND TRANSPORT TO CSCI SHOP | $4,400.00 |
| SHOP RESTORATION L&M | $19,400.00 |
| REINSTALL LABOR | $2,200.00 |
| WINDOW FRAME RESTORATION L&M | $8,800.00 |
| REPAINT INSIDE AND OUT L&M | $4,025.00 |
| RESTORE 2 DOORS AND FRAMES L&M | $2,800.00 |
| LIFT RENTAL | $2,875.00 |
| o TOTAL | $44,500.00 |

## CHIMNEY REPOINTING

| | |
|---|---|
| MASONRY L&M | $4,025.00 |
| LIFT RENTAL | $1,150.00 |
| SHEETMETAL CAP | $825.00 |
| o TOTAL | $6,000.00 |

## OUTBUILDING STABILIZATION

| | |
|---|---|
| CARPENTRY MATERIALS | $2,300.00 |
| CARPENTRY LABOR | $4 400.00 |
| o TOTAL | $6,700.00 |

## ADA RAMP AT NORTH SIDE

| | |
|---|---|
| EXCAVATION/PREP | $1,150.00 |
| CONCRETE FOOTINGS | $3,450.00 |
| CARPENTRY DECK L&M | $11,500.00 |
| RAILS | $2,875.00 |
| ADA HARWARE | $1 025.00 |
| o TOTAL | $20,000.00 |

# Sample
# Budget Forms
# Related to Detailed Contractor Estimate

**GRANT APPLICATION FOR2019-2020**
**PART III BUDGET FORM**

**Applicant:**

**1. Personnel:**

| | Position Title | Hours | Hourly Rate (HR) | ✓ifHR includes Fringe Benefits | %ofHR that is a fringe benefit | Amount of fringe benefit | Total Amt | State Share | Non-State Share |
|---|---|---|---|---|---|---|---|---|---|
| **a.NIA** | | | | | | 0.00 | 0.00 | | |
| b. | | | | | | 0.00 | 0.00 | | |
| c. | | | | | | 0.00 | 0.00 | | |
| d. | | | | | | 0.00 | 0.00 | | |
| e. | | | | | | 0.00 | 0.00 | | |
| f. | | | | | | 0.00 | 0.00 | | |
| g. | | | | | | 0.00 | 0.00 | | |
| | | | | | | **Sub-total:** | **$0.00** | **$0.00** | **$0.00** |

**2. Travel:** *(see GSA rates in the application document)*

| | | Rate | Miles/#of days | Total Amount | State Share | Non-State Share |
|---|---|---|---|---|---|---|
| a. | **Mileage** | | | | | |
| | **I. Person #1-** | | | 0.00 | | |
| | 2. Person #2- | | | 0.00 | | |
| b. | **Per Diem** (Breakfast) | | | 0.00 | | |
| | **Per Diem** (Lunch) | | | 0.00 | | |
| | **Per Diem** (Dinner) | | | 0.00 | | |
| c. | **Transportation costs (parking fees, taxi, etc.)** | | | 0.00 | | |
| d. | **Lodging** | | | | | |
| | **I. Weeknight (Sun-Th)** | | | 0.00 | | |
| | **2. Weekend (Fri-Sat only)** | | | 0.00 | | |
| e. | **Other:** | | | 0.00 | | |
| f. | **Other:** | | | 0.00 | | |
| | | | **Sub-total:** | **$0.00** | **$0.00** | **$0.00** |

**GRANT APPLICATION FOR2019-2020**
**PART III BUDGET FORM**

3. Contractual Services: Attach itemized lists or contractor quotes showing the breakdown of materials and labor costs for all proposed work items

| | Contractual Service | Total Amount | State Share | Non-State |
|---|---|---|---|---|
| | **Materials - break out by type** | | | |
| | **Labor - define specific activities** | | | |
| **a. Porch & Print Room Labor** | **Demolition** | 4,500.00 | 4,050.00 | 450.00 |
| | **New Underlayment/Waterproofing Labor** | 4,000.00 | 3,600.00 | 400.00 |
| | **New Wood Deck** | 4,500.00 | 4,050.00 | 450.00 |
| | **Rework Stairs** | 2,000.00 | 1,800.00 | 200.00 |
| | **Miscellaneous Trim Rework/Reinstallation** | 2,500.00 | 2,250.00 | 250.00 |
| | **Paint New Deck and Trim** | 2,000.00 | 1,800.00 | 200.00 |
| | **Insulation/Drywall/ aint at Print Room** | 3,650.00 | 3,285.00 | 365.00 |
| | **New/Added Electrical in Print Room** | 1,000.00 | 900.00 | 100.00 |
| **b. Porch & Print Room Materials** | **Demolition** | 500.00 | 450.00 | 50.00 |
| | **New Underlayment/Waterproofing Labor** | 5,000.00 | 4,500.00 | 500.00 |
| | **New Wood Deck** | 5,500.00 | 4,950.00 | 550.00 |
| | **Rework Stairs** | 1,000.00 | 900.00 | 100.00 |
| | **Miscellaneous Trim Rework/Reinstallation** | 600.00 | 540.00 | 60.00 |
| | **Paint New Deck and Trim** | 200.00 | 180.00 | 20.00 |
| | **Insulation/Drywall/Paint at Print Room** | 3,000.00 | 2,700.00 | 300.00 |
| | **New/Added Electrical in Print Room** | 1,500.00 | 1,350.00 | 150.00 |
| **c. East Side Window/Door Restoration Labor** | **Remove and Transport to Shop** | 4,400.00 | 3,960.00 | 440.00 |
| | **Shop Restoration** | 14,400.00 | 12,960.00 | 1,440.00 |
| | **Window Frame Restoration** | 8,000.00 | 7,200.00 | 800.00 |
| | **Repaint Inside and Out** | 3,625.00 | 3,262.50 | 362.50 |
| | **Restore 2 Doors and Frames** | 2,300.00 | 2,070.00 | 230.00 |
| **c. East Side Window/Door Restoration Materials** | **Remove and Transport to Shop** | 0.00 | 0.00 | 0.00 |

| | | | | |
|---|---|---|---|---|
| | Shop Restoration | 5,000.00 | 4,500.00 | 500.00 |
| | Window Frame Restoration | 800.00 | 720.00 | 80.00 |
| | Repaint Inside and Out | 400.00 | 360.00 | 40.00 |
| | Restore 2 Doors and Frames | 100.00 | 90.00 | 10.00 |
| d. East Side Window/Door Restoration Equipment | Lift Rental | 2,875.00 | 2,587.50 | 287.50 |
| e. Chimney Repointing Labor | Masonry | 3,025.00 | 2,722.50 | 302.50 |
| | Sheetmetal Cap | 400.00 | 360.00 | 40.00 |
| d. Chimney Repointing Materials | Masonry | 1,000.00 | 900.00 | 100.00 |
| | Sheetmetal Cao | 425.00 | 382.50 | 42.50 |
| f. Chimney Repointing Equipment | Lift Rental | 1,150.00 | 1,035.00 | 115.00 |
| g. Outbuilding Stabilization Labor | Carpentry Labor | 2,300.00 | 2,070.00 | 230.00 |
| h. Outbuilding Stabilization Materials | Carpentry Materials | 4,400.00 | 3,960.00 | 440.00 |
| i. ADA Ramp Labor | Excavation/Prep | 900.00 | 810.00 | 90.00 |
| | Concrete Footings | 2,000.00 | 1,800.00 | 200.00 |
| | Carpentry Deck | 7,000.00 | 6,300.00 | 700.00 |
| | Rails | 1,000.00 | 900.00 | 100.00 |
| | ADA Hardware | 400.00 | 360.00 | 40.00 |
| j. ADA Ramp Materials | Excavation/Prep | 250.00 | 225.00 | 25.00 |
| | Concrete Footings | 1,450.00 | 1,305.00 | 145.00 |
| | Carpentry Deck | 4,500.00 | 4,050.00 | 450.00 |
| | Rails | 1,875.00 | 1,687.50 | 187.50 |
| | ADA Hardware | 625.00 | 562.50 | 62.50 |
| k. Engineering Consulting | Engineering - Allowance | 2,000.00 | 1,800.00 | 200.00 |
| | Sub-total: | $118,050.00 | $106,245.00 | $11,805.00 |

4. Operating: List estimated operating expenses relating to the proposed project.

| | | #of | Rate | Flat Rate | Amount | State Share | Non-State |
|---|---|---|---|---|---|---|---|
| a. | Photocopying | 2 | | 50 | 50.00 | 0 | 50 |
| b. | Film and Processing | | | | | | |
| c. | Maps | | | | | | |
| d. | Postage | | | | | | |
| e. | Telephone | | | | | | |
| f. | Utilities | | | | | | |
| g. | Supplies (specify): | | | | | | |
| h. | Other (specify): Blueprints for Pennit | 2 | | 200 | 200.00 | 200 | |
| i. | Other (specify): | | | | | | |
| | | | | Sub-total: 225.00 | $250.00 | $200.00 | $50.00 |

5. Other (please specify or attach detailed budget):

| | | Rate | Amount | State Share | Non-State |
|---|---|---|---|---|---|
| a. | | | | | |
| b. | | | | | |
| c. | | | | | |
| d. | | | | | |
| e. | | | | | |
| f. | | | | | |
| g. | | | | | |
| h. | | | | | |
| | | Sub-total: | $0.00 | $0.00 | $0.00 |

GRANT APPLICA TION FOR2019-2020
PART III BUDGET FORM

**6. Section #1-5 Subtotals:**

| | | Amounts | State Share | Non-State Share |
|---|---|---|---|---|
| **1.** | Personnel | 0.00 | 0.00 | 0.00 |
| 2. | Travel | 0.00 | 0.00 | 0.00 |
| 3. | Contractual Services | 118,050.00 | 106,245.00 | 11,805.00 |
| 4. | Operating | 250.00 | 200.00 | 50.00 |
| | Other | 0.00 | 0.00 | 0.00 |
| | **Sub-total:** | **$118,300.00** | **$106,445.00** | **$11,855.00** |

*5*

**7.** **Requested State Share Total:** **Subtotal:** **$106,445.00**

**8.** **Potential Non-State Share:** **Subtotal:** **$11,855.00**

**9.** **Actual Non-State Share:** **Subtotal:** **$0.00**

**10.** **Proposed Project Costs Grand Total:** **$118,300.00**

NEVADA
STATE HISTORIC PRESERVATION OFFICE

Department of Conservation and Natural Resources

Steve Sisolak, Governor
Bradley Crowell, Director
Rebecca L. Palmer, Administrator, SHPO

# State of Nevada
# Commission for Cultural Centers and Historic Preservation

## Request for Permission to Undertake Structural or Visual Alterations

In accordance with current Covenants (Stipulation 2) in effect on the property below, _____(*name of owner/organization*) is requesting written permission to undertake visual or structural alterations as described below:

**Building Name:**

**Building Address:**

**Building's Date of Construction:**

**Expiration Date of Covenants:**

**Supplementary Information:**
Please indicate if you have submitted the following–

- ☐ Written description of proposed work (***required; see second page***)
- ☐ Photographs of existing conditions (***required; please attach***)
- ☐ Sketches, plans, or architectural drawings depicting the proposed work
- ☐ Sketch or site plan of project location
- ☐ Specs of materials to be used
- ☐ Historic photographs depicting past condition or design
- ☐ Other

**Request Submitted by:**

_____

*Print name* *Signature*

**Organization -**
**Title -**
**Email address -**
**Phone number -**

**Date of Request:**
Please allow up to 14 business days for this form to be processed. Proposed work must not begin until this form has been reviewed and approved by the State Historic Preservation Office.

*Please submit request form and supplementary materials to the State Historic Preservation Office, 901 S. Stewart St., Ste. 5004, Carson City, NV 89701-5248 or by email to knbrown@shpo.nv.gov.*

---

**Description of Proposed Work:**
Please provide a thorough written description of the proposed work, including–

- Location on building
- Approximate size of area affected
- Existing conditions
- Materials to be used
- Proposed methods (must follow the *Secretary of the Interior's Standards*)

*(Use as many pages as needed)*

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# CCCHP FY2021-2022 Important Dates

| | |
|---|---|
| Project Commencement Date***** | TBD |
| Progress Report #1 Due | TBD |
| Progress Report #2 Due | TBD |
| Progress Report #3 Due | TBD |
| Project Termination Date****** | TBD |
| Final Product Due | TBD |
| Final Reimbursement Due | TBD |
| Reimbursement Processing timeline*** | 15 business days upon receipt |

*. Reimbursements will not be granted for work that has started or completed before this date.

** Reimbursement requests will not be honored for work completed after this date.

***All reimbursement requests are reviewed for completeness upon receipt. If everything is in order, reimbursement requests will be processed within 15 business days.

NEVADA STATE HISTORIC PRESERVATION OFFICE

# CCCHP REIMBURSMENT REQUEST

| Report Period (mm/dd/yy) | |
|---|---|
| From: | To: |

| | |
|---|---|
| **Grantee:** _____ | **Grant No.** _____ |
| **Project Title:** _____ | **Request No.** _____ |
| **State Vendor Number:** _____ | |

## BUDGET SUMMARY--GRANT SHARE (Please include backup documentation)

| Category | Budgeted Amounts | Previously Reimbursed (Cumulative) | Funds to be Reimbursed This Period | Balance Remaining |
|---|---|---|---|---|
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| Total | - | - | - | - |
| **Total Funds Requested for Reimbursment on this Claim** | | | | - |

## BUDGET SUMMARY--MATCH SHARE (Please include backup documentation)

| Category | Budgeted Amounts | Previously Claimed (Cumulative) | Funds Spent This Period | Balance Remaining |
|---|---|---|---|---|
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| Total | - | - | - | - |
| **Total Match Reported in this Claim** | | | | - |

| *Fill out both budget summaries to autopopulate this section. | TOTAL* |
|---|---|
| 1. Total project funds | - |
| 2. Total project funds spent this period (Grant & Match) | - |
| 3. Revenues earned in this report period | - |
| 4. Total project funds previously spent. (Grant and Match) | - |
| 5. Total Grant funds spent to date | - |
| 6. Total match claimed to date (Cash and in-kind) | - |
| 7. Remaining balance of match | - |
| 8. Remaining balance of Grant funds | - |

I certify that to the best of my knowledge and belief, this report is correct and complete and that all expenditures and unpaid obligations are for the purposes set forth under the terms of the approved project.

Signature of Authorized Official | Date | Title

**Backup Documentation**

- ☐ Have you included documentation that shows payment was made for each of the approved budget categories you are requesting reimbursement for?

For the Grant and Match shares, the following documentation is considered necessary backup. Be sure to clearly label each invoice with what is applied to the Grant and what is Match. If a portion is covered by another grant, be sure to make note of that as well.

**Personnel (Timesheets)**

- ☐ Have you or other staff working on the project and the appropriate supervisor signed and dated the timesheets?
- ☐ Do they clearly identify the day, month, and hours spent on the grant project?
- ☐ Have you identified the hourly rate (including benefits) at which the work is being charged?
- ☐ Have you submitted documentation to justify the hourly rate? Is the hourly rate at or below the rate of $82.57?
- ☐ Was the work completed during the grant period?

**Consultant/contractor Services**

- ☐ Have you enclosed the invoice from the consultant/contractor? A copy or original is fine.
- ☐ Does the invoice clearly indicate the time in which the work was performed?
- ☐ Was the work performed during the grant period?
- ☐ Did you include all necessary copies of cancelled checks, bank statements, receipts, etc. to prove payment?

**Travel Claims**

- ☐ Were travel expenditures identified in your original project budget?
- ☐ Has each individual completed the travel form if necessary?
- ☐ Are the original signatures on the travel form for both the individual and the project director?
- ☐ Was the travel completed during the grant period?
- ☐ Is the requested travel reimbursement at or below the allowable federally approved GSA rate?
- ☐ Tips or gratuities are not reimbursable. Have you adjusted your travel claim(s) accordingly?
- ☐ Did you include receipts for lodging, airfare and/or car rentals?

**Supplies/Operating**

- ☐ Were these expenditures identified in your original project budget?
- ☐ Were these expenditures within the grant period?
- ☐ Have you included copies of all receipts/invoices? Are they clearly identified?
- ☐ If a receipt includes items not reimbursable with grant funds, are the items being claimed highlighted?
- ☐ Were the supplies purchased during the grant period?

- ☐ Were the operating expenses performed during the grant period?

**Donated Equipment/Material Forms**

- ☐ If necessary, have you completed the "**Value of Donated Equipment**" form?
  - Is the supervisor's original signature on the "Value of Donated Equipment" form?
  - Is the hourly rate identified? Is the hourly rate at or below the rate of $82.57?
  - Are the equipment operator's original signature(s) and the volunteer's supervisor's original signature on the form?
  - Was the use of the donated equipment done during the grant period?
- ☐ If necessary, have you completed the "**Value of Donated Material**" form?
  - Is the supervisor's original signature on the "Value of Donated Material" form?
  - Is the current fair market value identified and justified?
  - Is the date of the donation identified on the form?
  - Was the donation made during the grant period?

**Donated Labor Forms**

- ☐ Has each volunteer completed a "Value of Donated Labor" form if necessary?
- ☐ Are the original signatures on the "Value of Donated Labor" form from both the volunteer and the volunteer's supervisor?
- ☐ Is the wage rate identified and justified? Is the hourly rate at or below the rate of $82.57?
- ☐ Are the month, day and hours worked identified on the form?
- ☐ Was the work performed during the grant period?

**Other Expenditures**

- ☐ Were these expenditures identified in your original project budget?
- ☐ Were these expenditures within the grant period?
- ☐ Have you included copies of all receipts/invoices? Are they clearly identified?
- ☐ If a receipt includes items not reimbursable with grant funds, are the items being claimed highlighted?

**Final Reimbursement Checklist Items**

- ☐ Did you double check your math?
- ☐ Do the invoice totals and the reimbursement request totals match up?

***If any of your answers are "NO", the reimbursement request may be denied. Please contact the grant manager with any questions or concerns.**

**AUTHORIZED SIGNATORIES CERTIFICATION LETTER**

This form authenticates the individuals authorized to sign requests for reimbursement and/or quarterly progress reports. Please complete this form, stating whom the **project manager**, **financial manager**, and **alternate person** will be, along with their signatures and date.

CCCHP Grant #:_____

Organization Name: _____

Mailing Address: _____

Phone Number(s): _____

Authorized Signatories* (please include up to three):

X_____ X_____
Authorized Official Project Manager (print) Signature of Authorized Project Manager

X_____
Title (print)

X_____ X_____
Authorized Official Financial Manager (print) Signature of Authorized Financial Manger

X_____
Title (print)

X_____ X_____
Authorized Official Alternate (print) Signature of Authorized Alternate

X_____
Title (please print)

This is to certify that the above individuals are authorized to sign the CCCHP Reimbursement Request form, the Quarterly Progress Report form and the Project Change Request forms.

_____ _____
Signature of Authorizing Official Title (print) Date

NEVADA
STATE HISTORIC
PRESERVATION OFFICE

CCCHP GRANT PROGRAM

# VALUE OF DONATED MATERIAL

| | |
|---|---|
| **Grantee:** _____<br>**Address:** _____<br>**Project Title:** _____ | **Grant No.** _____<br>**Report Period**<br>From:_____To:_____ |

| DESCRIPTION OF MATERIAL DONATED | DATE OF DONATION | CURRENT FAIR MARKET VALUE | BASIS OF VALUE |
|---|---|---|---|
| | | | |
| | | | |
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| | | - | |

I certify that to the best of my knowledge and belief, this report is correct and complete for the purposes set forth under the terms of the approved project.

Signature of Authorizing Grantee Official Date Title

NEVADA STATE HISTORIC PRESERVATION OFFICE

CCCHP GRANT PROGRAM

# VALUE OF DONATED EQUIPMENT

| | |
|---|---|
| **Grantee:** _____<br>**Address:** _____<br>**Project Title:** _____ | **Grant No.** _____<br>**Report Period**<br>From:_____To:_____ |

| DATE | TYPE AND SIZE OF EQUIPMENT | TOTAL HOURS OF USE | HOURLY RATE | VALUE OF DONATION (HOURS OF USE X HOURLY RATE) | EQUIPMENT OPERATOR'S SIGNATURE |
|---|---|---|---|---|---|
| | | | | - | |
| | | | | - | |
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| | | | | - | |
| | | | | - | |

TOTAL VALUE OF DONATION _____ -

I certify that to the best of my knowledge and belief, this report is correct and complete for the purposes set forth under the terms of the approved project.

Signature of Authorizing Grantee Official Date Title

NEVADA STATE HISTORIC PRESERVATION OFFICE

CCCHP GRANT PROGRAM

# VALUE OF DONATED LABOR

| | |
|---|---|
| **Grantee:** _____ | **Grant No.** _____ |
| **Address:** _____ | **Report Period** |
| **Project Title:** _____ | From:_____ To: _____ |

NAME OF PERSON CONTRIBUTING DONATED TIME

TYPE OF WORK PERFORMED (LABORER, PLUMBER, MASON, ETC.)

HOURLY RATE

BASED ON

A person donating time to a project will be paid at the federal minimum wage unless he/she is professionally skilled in the work they are performing on the project (i.e., plumber doing work on pipes, mason doing work on a brick building). When this is the case, the wage rate this individual is normally paid for performing this service may be charged to the project.

| DATE | TIME OF WORK | | | | TOTAL WORK HOURS | HOURLY RATE | VALUE (DONATED HOURS X RATE) |
|---|---|---|---|---|---|---|---|
| | START | END | START | END | | | |
| | | | | | - | - | - |
| | | | | | - | - | - |
| | | | | | - | - | - |
| | | | | | - | - | - |
| | | | | | - | - | - |
| | | | | | - | - | - |
| | | | | | - | - | - |
| | | | | | - | - | - |
| | | | | | - | - | - |
| | | | | | - | - | - |
| | | | | | - | - | - |
| | | | | | - | - | - |
| | | | | | - | - | - |
| | | | | | - | - | - |
| | | | | | - | - | - |

**TOTAL VALUE OF DONATION** _____ -

I certify that to the best of my knowledge and belief, this report is correct and complete for the purposes set forth under the terms of the approved project.

Signature of Person Donating Time Date

Signature of Supervisor Date

NEVADA STATE HISTORIC PRESERVATION OFFICE

# PROPERTY RECORD

Grantee: _____ Grant No.: _____

Project Title: _____

Property listed herein has been assigned to the Grantee for use as set forth in above project number.

REMINDER: SHPO MUST BE NOTIFIED PRIOR TO ACTION WHICH WOULD RESULT IN PROPERTY DISPOSITION

| DATE RECEIVED | PROPERTY DESCRIPTION | SERIAL NO. OR OTHER I.D.# | SOURCE OF PROP. (VENDOR) | TITLE HOLDER | COST | % OF GRANT | LOCATION OF PROPERTY | USEFUL LIFE |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
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| | | | | | | | | |
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| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

I certify that to the best of my knowledge and belief, the information contained herein is true and correct.

Signature of Project Director Date

Name (Please Print)

NEVADA
STATE HISTORIC
PRESERVATION OFFICE

# CCCHP GRANT PROGRAM
# COMPETITIVE NEGOTIATION AND SMALL PURCHASES
# CONTRACTING DOCUMENTATION

| | |
|---|---|
| **Subgrantee:** _____ | **Subgrant No.** _____ |
| **Address:** _____ | |
| **Project Title:** _____ | |

Purpose of Contract: _____

Type of Contract:
Professional Services _____
Printing _____
Equipment/Supplies _____
Other _____

Contact Information:

1
Name of Person or Company: _____
Address: _____
City, State, Zip Code: _____
Telephone/Fax Number: _____
Date Contacted: _____
Bid: _____

2
Name of Person or Company: _____
Address: _____
City, State, Zip Code: _____
Telephone/Fax Number: _____
Date Contacted: _____
Bid: _____

3
Name of Person or Company: _____
Address: _____
City, State, Zip Code: _____
Telephone/Fax Number: _____
Date Contacted: _____
Bid: _____

I certify that to the best of my knowledge and belief, this report is correct and complete for the purposes set forth under the terms of the approved project.

_____
Signature of Certifying Officer for Grantee Date

STATE OF NEVADA
Commisson For Cultural Centers and Historic Preservation

# CONTRACTOR CLAIM FOR TRAVEL EXPENSE

(SEE STATE ADMINISTRATIVE MANUAL 0200 FOR TRAVEL REGULATIONS)

**Name & Title:**

**Employee ID #:**

**Official Station:**

*I declare under penalties of perjury that to the best of my knowledge this is a true and correct claim in conformance with the governing statutes and the State Administrative Manual and its updates.*

*Signature of Traveler* *Date*

| DATE | DETAIL | TIME | | | | DAILY EXPENSES | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | DESTINATION AND PURPOSE OF EACH TRIP | ENTER TRAVEL | LEAVE TRAVEL | MILEAGE | TOTAL VEHICLE COSTS | B | Meals L | D | ncidenta 5.00 Per day | Lodging | PER DIEM TOTAL | CLAIM TOTAL |
| | ("NO ACR0NYMNS") | | | | | See GSA Website for Rates | | | | | | |
| | | | | | | | | | | | | |
| | | | | | $ - | | | | | | $ - | $ - |
| | | | | | $ - | | | | | | $ - | $ - |
| | | | | | $ - | | | | | | $ - | $ - |
| | | | | | $ - | | | | | | $ - | $ - |
| | | | | | $ - | | | | | | $ - | $ - |
| | | | | | $ - | | | | | | $ - | $ - |
| | | | | | $ - | | | | | | $ - | $ - |
| | | | | | $ - | | | | | | $ - | $ - |
| | | | | | $ - | | | | | | $ - | $ - |
| | | | | | $ - | | | | | | $ - | $ - |
| | | | | | $ - | | | | | | $ - | $ - |
| | | | | | $ - | | | | | | $ - | $ - |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | Other Costs: ATM Fees, etc… | | | | | | | | | | | $ - |
| | AIRPORT PARKING: Personal Vehicle TRANSPORTATION: Other (i.e. Taxi, Rental, | | | | | | | | | | | $ - |
| | Shuttle) TRANSPORTATION: Public (i.e. Subway, City Bus) | | | | | | | | | | | $ - $ - |

Claimant is:

Independent Contractor Whose Contract Provides for Travel

***Receipts are required for:**
Hotel and Transportation Charges
ATM and bank transactions
Airfare

| | | |
|---|---|---|
| TOTAL CLAIM | | $ - |
| **Travel Claim Total Summary** | | |
| **Transportation** | = | $ - |
| **Personal Vehicle** | = | $ - |
| **Per Diem** | = | $ - |
| **Other Costs** | = | $ - |
| **Total Claim:** | | $ - |

This form is used for the State to reimburse the contracted traveler and must be submitted within one month of completion of travel unless prohibited by exceptional circumstances (SAM 0220.0).

NEVADA STATE HISTORIC PRESERVATION OFFICE

# PROJECT CHANGE REQUEST

| | |
|---|---|
| **Grantee:** _____ | Grant No. _____ |
| **Project Title:** _____ | Report No. _____ |
| **State Vendor Number:** _____ | |

## BUDGET REVISION SUMMARY

| Category | Current Budget (list full approved budget) | Request Budget | Net Change |
|---|---|---|---|
| | | | - |
| | | | - |
| | | | - |
| | | | - |
| | | | - |
| | | | - |
| | | | - |
| | | | - |
| **TOTAL** | - | - | - |

**OTHER CHANGES:**

❑ *See Continuation Sheet*

**Change Project Director:** From:_____To: _____

**Change Grant Period:** From:_____To: _____

**Revise Scope of Work:** □ *See Continuation Sheet*

The Grantee must provide a written explanation of what the requested changes are and why money needs to be shifted (increased/decreased) among other budget categories. Ordinarily, shifting of funds should not change the scope of the project. The Grantee will receive a copy of the request and cannot act upon the request until it has been approved in writing.

| | | |
|---|---|---|
| Signature of Project Director | Date | Signature of SHPO Date |

NEVADA
STATE HISTORIC
PRESERVATION OFFICE

CCCHP GRANT PROGRAM

# PROJECT CHANGE REQUEST

(Continuation Sheet)

| | |
|---|---|
| **Grantee:** _____ | Grant No. _____ |
| **Project Title:** _____ | Request No. _____ |
| **State Vendor Number:** _____ | |

## REVISION SUMMARY

*(Describe proposed changes)*

NEVADA STATE HISTORIC PRESERVATION OFFICE

CCCHP GRANT PROGRAM

# PROGRESS REPORT

| | |
|---|---|
| **Grantee:** | **Grant No.** |
| **Address:** | **Report No.** |
| **Project Title:** | **Report Period** |
| | **From:** **To:** |

Column A: List **all** project Categories (Refer to Attachment A of your Funding Agreement.)
Column B: Indicate the anticipated completion date for that particular category
Column C: Indicate the percentage (%) of phase/project complete at the time of this report.
*See page 22 of grant Manual for Reporting Requirements

| A. Project Category | B. Anticipated Completion Date | C. Percentage (%) of grant-funded project completed at this time. |
|---|---|---|
| **EX: Replace Roof** | **05/01/2025** | **75%** |
| **1.** | | |
| **2.** | | |
| **3.** | | |

## Project Activity

*Commence Narrative Report of Project Here - Attach photographs showing work completed to date, if applicable. Be sure to report **all** project activity during this reporting period.*

Signature of Project Director

Date

# FINAL REPORT FORMAT (EXAMPLE)

The following material will form the basis for the final project report for each CCCHP rehabilitation project. Please make sure to label and include the following sections:

**PART I: PROPERTY and OWNERSHIP IDENTIFICATION**

1. Grant project number
2. Property name and address
3. Name and address of the property owner
4. Name and address of architectural/engineering firm, if applicable
5. Name and address of general contractor, if applicable
6. Name and address of specialist contractor, if applicable
7. Dates of project work (including development of plans and specifications)

**PART II: FISCAL REPORT**

1. Total project cost, including CCCHP share
2. Final work cost breakdown (see example below)

**A. Final work-cost breakdown example:**

| | |
|---|---|
| Architectural Fees | $3,125.00 |
| Scaffolding | 5,000.00 |
| Demolition | 4,000.00 |
| Replace steel lintels | 3,902.00 |
| Glass and glazing | 2,500.00 |
| Carpentry | 0.00 |
| Window repair | 10,263.00 |
| Door repair | 1,000.00 |
| Painting | 3,700.00 |
| **TOTAL** | **$33,490.00** |
| CCCHP Grant monies expended: | $11,000.00 |
| Grant Match expended: | $22,490.00 |

**B. List by donor, source, kind, and amount for each of the other funding sources example:**

| | |
|---|---|
| Donor: | Local Non-Profit |
| Source: | Revenue |
| Kind: | Cash |
| Amount: | $22,490.00 |

3. Brief narrative explaining any differences between original work cost estimates and final costs

**PART III: CASE STUDY NARRATIVE**

1. Brief (one to two pages) narrative of preservation or restoration needs prior to grant award
2. Brief (one to two pages) narrative of completed project work, including reference to consultants' reports, test results, products, and materials used to accomplish the preservation or restoration objective(s)
3. A proposed maintenance schedule based upon the particular problems encountered and addressed

# FINAL REPORT FORMAT (EXAMPLE)

4. Brief (one to two pages) narrative of preservation problems that still need to be addressed

**PART IV: PHOTOGRAPHIC INDEX (see example below)**
Please use the example format below and be sure to include:
1. At least two photographs of the condition of each work category prior to grant funded work
2. At least two photographs of work in progress for each work category
3. At least two photographs of work completed for each work category

**Photographic Index Example:**

**Before Work**

| Index # | View | Date Taken |
|---|---|---|
| B1 | South Elevation overview (typical) | 5/20/2005 |
| B2 | Detail of South entry door | 5/20/2005 |
| B3 | Detail of typical wood window | 5/20/2005 |
| B4 | Detail of typical metal window | 5/20/2005 |
| B5 | Detail of stucco condition above window | 5/20/2005 |
| B6 | Termite damage at window trim | 5/20/2005 |

**During Work**

| Index # | View | Date Taken |
|---|---|---|
| D1 | South Elevation showing work on doors and windows | 1/15/2006 |
| D2 | Detail showing mortise and tenon joinery and hardware being stripped | 1/15/2006 D3 |
| Detail showing reglazing of wood window | | 1/15/2006 |
| D4 | Detail of paint preparation and condition of wood at window | 1/15/2006 |
| D5 | Detail of paint preparation at metal window | 1/15/2006 |
| D6 | Detail of exposed deteriorated steel lintel | 1/15/2006 |
| D7 | Detail of replacement lintel being installed | 1/15/2006 |
| D8 | Profile of new wood trim compared with original wood trim | 1/15/2006 |

**After Work**

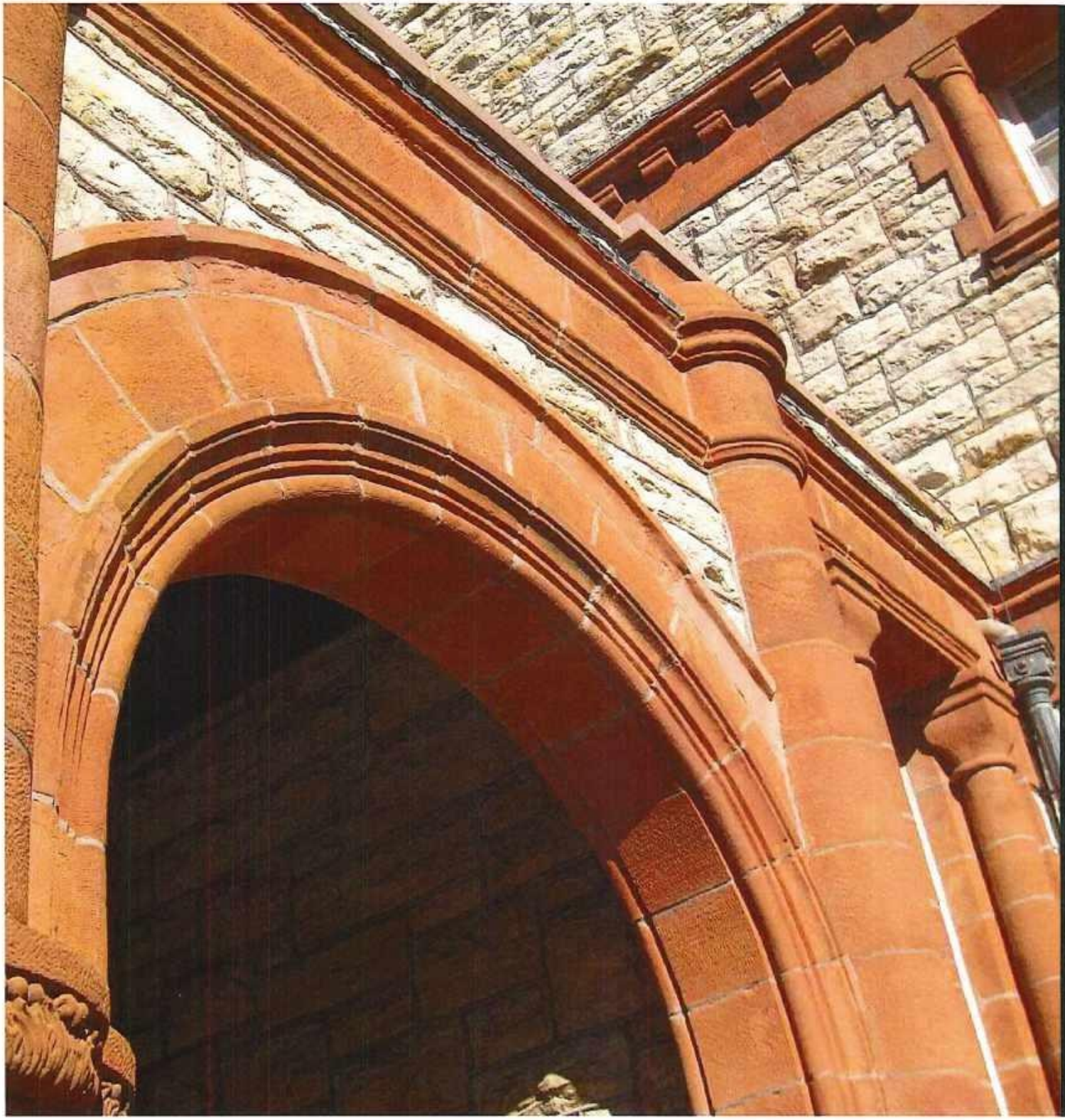
| Index # | View | Date Taken |
|---|---|---|
| A1 | South Elevation showing completed work | 6/1/2006 |
| A2 | Wood door and hardware now restored | 6/1/2006 |
| A3 | Wood window now restored | 6/1/2006 |
| A4 | Metal window now restored | 6/1/2006 |
| A5 | Stucco and brick work at lintel now repaired | 6/1/2006 |
| A6 | Wood trim replaced at limited interior window frames | 6/1/2006 |

# APPENDIX III


- SECRETARY OF INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES AND 36 CFR 68 76
- NRS 332: PURCHASING: LOCAL GOVERNMENTS 80
- NRS 383: HISTORIC PRESERVATION AND ARCHEOLOGY 99

(Commission for Cultural Centers and Historic Preservation at page 100; 383.500)

Please go to https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf to see the full 252-page document



# THE SECRETARY OF THE INTERIOR'S **STANDARDS** FOR THE TREATMENT OF HISTORIC PROPERTIES

WITH

# **GUIDELINES** FOR PRESERVING, REHABILITATING, RESTORING & RECONSTRUCTING HISTORIC BUILDINGS

U.S. Department of the Interior
National Park Service
Technical Preservation Services

Under the National Historic Preservation Act (NHPA), the Secretary of the Interior is responsible for establishing professional standards and for providing guidance on the preservation of the nation's historic properties. The Secretary of the Interior's Standards for the Treatment of Historic Properties apply to all grants-in-aid projects assisted through the Historic Preservation Fund (authorized by the NHPA) and are intended to be applied to a wide variety of resource types, including buildings, sites, structures, objects, and districts. The Standards address four treatments: preservation, rehabilitation, restoration, and reconstruction. The treatment Standards, developed in 1992, were codified as 36 CFR Part 68 in the July 12, 1995, Federal Register (Vol. 60, No. 133). They replaced the 1978 and 1983 versions of 36 CFR Part 68, entitled The Secretary of the Interior's Standards for Historic Preservation Projects. The revised Guidelines herein replace the Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings, published in 1995 to accompany the treatment Standards. The Secretary of the Interior's Standards for the Treatment of Historic Properties are regulatory only for projects receiving Historic Preservation Fund grant assistance and other federally-assisted projects. Otherwise, these Guidelines are intended to provide general guidance for work on any historic building. Another regulation, 36 CFR Part 67, focuses on "certified historic structures" as defined by the Internal Revenue Service Code of 1986. The Standards for Rehabilitation cited in 36 CFR Part 67 should always be used when property owners are seeking certification for federal tax benefits.

# THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES WITH GUIDELINES FOR PRESERVING, REHABILITATING, RESTORING & RECONSTRUCTING HISTORIC BUILDINGS

Revised by Anne E. Grimmer

from *The* Secretary *of the Interior's Standards for* the treatment of /-historic *Properties with Guidelines for Preserving, Pehabilitatinq, Restoring a e »structing Historic Buildings*
Kay D. Weeks and Anne E. Grimmer g995)

U.S. Department of the Interior
National Park Service
Technica1 Preservation Services
Washington, D.C.

2017

# CHAPTER 332 - PURCHASING: LOCAL GOVERNMENTS

## GENERAL PROVISIONS

NRS 332.005 Short title.

NRS 332.015 “Local government” defined.

NRS 332.025 Other terms defined.

NRS 332.027 Application of chapter to local school precincts.

## PROCEDURES FOR LOCAL GOVERNMENT PURCHASING

### Procedures for Solicitations

NRS 332.039 Advertisements or requests for bid on contract. [Repealed.]

NRS 332.043 Solicitation: Required contents.

NRS 332.045 Advertisement of contract: Publication; contents.

NRS 332.047 On-line solicitation.

NRS 332.061 Limitation on disclosure of proprietary information and of solicitation containing provision requiring negotiation or evaluation.

NRS 332.063 Contracts for which estimated annual amount required to perform is more than $50,000 but not more than $100,000: Solicitation of responses; permissive advertisement; award.

NRS 332.065 Contracts for which estimated annual amount required to perform is more than $100,000: Advertisement required; permissive solicitation; award; prohibition on entering without certification relating to certain boycotts of Israel.

NRS 332.066 Contract for which estimated annual amount required to perform is more than $100,000: Preference given to recycled products if method of solicitation is invitation to bid.

NRS 332.068 Contract for which estimated annual amount required to perform is more than $100,000: Filing and contents of protest of award; posting and disposition of bond or security; stay of action; immunity of governing body from liability to person who submits response.

NRS 332.075 Contract for which estimated annual amount required to perform is more than $100,000: Rejection of response.

NRS 332.085 Determination of bidder’s responsibility. [Repealed.]

NRS 332.091 Maintenance of records of solicitations and responses.

NRS 332.095 Assignment of contracts.

NRS 332.105 Bonds.

Exceptions to Requirements for Competitive Solicitations

NRS 332.112 Emergency contracts.

NRS 332.115 Contracts not adapted to award by competitive solicitation; purchase of certain equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.

NRS 332.117 Award of certain contracts to nonprofit organization or agency whose primary purpose is training and employment of persons with mental or physical disabilities.

NRS 332.135 Contracts with carriers; solicitation of informal rate quotations; contracts with Purchasing Division of Department of Administration.

NRS 332.146 Purchase or acquisition at auction, closeout and bankruptcy sales, sale of merchandise left after exhibition or other similar sale.

NRS 332.148 Failure to receive responsible responses.

GENERAL POWERS AND DUTIES OF LOCAL GOVERNMENTS

NRS 332.175 Trade-in allowances for personal property.

NRS 332.185 Disposal of personal property of local government; donation of surplus personal property by school district; chapter inapplicable to transactions regarding real property.

NRS 332.195 Entering into contract pursuant to solicitation by other governmental entities or cooperative purchasing organizations; prohibition if contractor's license required for portion of work to be performed.

NRS 332.201 Duty of governing body of certain counties to report to Office of Economic Development concerning local emerging small businesses.

NRS 332.215 Commission to Study Governmental Purchasing: Members; Chair; meetings; duties.

NRS 332.221 Provision of maintenance services for vehicles and purchase of motor vehicle fuel for sale to public agencies or nonprofit corporations that provide transportation to elderly or persons with disabilities; regulations.

NRS 332.223 Use of facilities of local government by nonprofit corporation that provides ambulance services pursuant to franchise agreement.

NRS 332.225 Requirements of chapter unaffected by approval by governing body of application for federal grant.

PERFORMANCE CONTRACTS FOR OPERATING COST-SAVINGS MEASURES

NRS 332.300 Definitions.

NRS 332.310 “Building” defined.

NRS 332.320 “Operating cost savings” defined.

NRS 332.330 “Operating cost-savings measure” defined.

NRS 332.340 “Performance contract” defined.

NRS 332.350 “Qualified service company” defined.

NRS 332.351 Qualification as qualified service company; investigation and determination by local governments; confidentiality of certain information.

NRS 332.352 Criteria for qualification as qualified service company.

NRS 332.353 Additional circumstance in which person may be deemed qualified service company.

NRS 332.357 Duty of Office of Energy to provide information and educational resources; authority of Office of Energy to provide support to local government; fees; administration of account for fees; application for and receipt of other money for account; regulations.

NRS 332.360 Authority of local government to enter into performance contract; purpose of performance contract; operational audits; third-party consultants.

NRS 332.362 Duty of board of trustees of school district to adopt policy concerning performance contracts; requirements for policy; annual report.

NRS 332.370 Financing and structure of performance contract.

NRS 332.371 Requirements for performance contract that guarantees operating cost savings.

NRS 332.380 Period over which payments become due.

NRS 332.390 Prevailing wage requirement; duty of qualified service company to furnish bonds before entering into certain performance contracts.

NRS 332.400 Rights of local government and qualified service company if insufficient money appropriated by local government to make payments.

NRS 332.410 Reinvestment of savings realized under contract.

NRS 332.420 Monitoring of cost savings attributable to operating cost-savings measures.

NRS 332.430 Qualified service company to provide information concerning performance contract to Office of Energy.

NRS 332.431 Duty of local governments to report to Legislature.

NRS 332.440 Financial mechanisms to guarantee operational cost savings are realized.

PROHIBITIONS AND PENALTIES

NRS 332.800 Interest of member of governing body or evaluator in contract prohibited; exception; penalty.

NRS 332.810 Prohibited acts by responding offerors before award of contract; penalty.

NRS 332.820 Effect of collusion among responding offerors or advance disclosures of information.

NRS 332.830 Purchase of information system or system of communication for use by response agency prohibited unless complies with state plan.

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NOTE: The section added to chapter 332 by section 1 of chapter 159, Statutes of Nevada 1995, has been codified as NRS 237.020.

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GENERAL PROVISIONS

NRS 332.005 Short title. This chapter may be cited as the Local Government Purchasing Act.

(Added to NRS by 1975, 1536)

NRS 332.015 "Local government" defined.

1. For the purpose of this chapter, unless the context otherwise requires, "local government" means:

(a) Every political subdivision or other entity which has the right to levy or receive money from ad valorem taxes or other taxes or from any mandatory assessments, including counties, cities, towns, school districts and other districts organized pursuant to chapters 244, 318, 318A, 379, 450, 474, 539, 541, 543 and 555 of NRS.

(b) The Las Vegas Valley Water District created pursuant to the provisions of chapter 167, Statutes of Nevada 1947, as amended.

(c) County fair and recreation boards and convention authorities created pursuant to the provisions of NRS 244A.597 to 244A.655, inclusive.

(d) District boards of health created pursuant to the provisions of NRS 439.362 or 439.370.

(e) A metropolitan police department created pursuant to the provisions of NRS 280.110.

2. The term does not include the Nevada Rural Housing Authority.

(Added to NRS by 1975, 1536; A 1977, 536; 1995, 814; 2003, 2261; 2005, 2478; 2015, 1917, 2229; 2017, 2033, 2718; 2019, 767)

NRS 332.025 Other terms defined. As used in this chapter, unless the context otherwise requires:

1. "Authorized representative" means a person designated by the governing body to be responsible for the development, award and proper administration of all purchases and contracts for a local government or a department, division, agency, board or unit of a local government made pursuant to this chapter.

2. "Chief administrative officer" means the person directly responsible to the governing body for the administration of that particular entity.

3. "Evaluator" means an authorized representative, officer, employee, representative, agent, consultant or member of a governing body who has participated in:

(a) The evaluation of responses;

(b) Negotiations concerning purchasing by a local government; or

(c) The review or approval of the award, modification or extension of a contract.

4. "Governing body" means the board, council, commission or other body in which the general legislative and fiscal powers of the local government are vested. The term includes a local school precinct.

5. "Local school precinct" has the meaning ascribed to it in NRS 388G.535.

6. "On-line solicitation" means a process by which a responding offeror submits a response to a solicitation on a secure website on the Internet or its successor, if any, which is established and maintained for that purpose.

7. "Proprietary information" means:

(a) Any trade secret or confidential business information that is contained in a response submitted to a governing body or its authorized representative on a particular contract; or

(b) Any other trade secret or confidential business information submitted to a governing body or its authorized representative by a responding offeror and designated as proprietary by the governing body or its authorized representative.

➥ As used in this subsection, "confidential business information" means any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost, price, or the customers of a responding offeror which is submitted in support of a response. The term does not include the amount of a response submitted to a governing body or its authorized representative.

8. "Responding offeror" means a person who responds to a solicitation made by a governing body or its authorized representative.

9. "Solicitation" means a written statement which sets forth the requirements and specifications of a contract to be awarded by:

(a) An invitation to bid;

(b) A request for proposals;

(c) A request for a statement of qualifications;

(d) A request for a quotation; or

(e) Any other accepted method of purchasing that complies with the provisions of this chapter.

10. "Trade secret" has the meaning ascribed to it in NRS 600A.030.

(Added to NRS by 1975, 1536; A 1985, 514; 1995, 1731; 2001, 1314; 2017, 57; 2019, 767)

NRS 332.027 Application of chapter to local school precincts.

1. Any action taken by a local school precinct pursuant to this chapter shall not be deemed to be an action by the large school district within which the local school precinct is located for purposes of this chapter and must not be aggregated with any contract of the large school district or any other local school precinct within the large school district.

2. As used in this section, "large school district" has the meaning ascribed to it in NRS 388G.530.

(Added to NRS by 2017, 57)

PROCEDURES FOR LOCAL GOVERNMENT PURCHASING

Procedures for Solicitations

NRS 332.039 Advertisements or requests for bid on contract. Repealed. (See chapter 140, Statutes of Nevada 2019, at page 788.)

NRS 332.043 Solicitation: Required contents. Each solicitation must include, without limitation:

1. The minimum requirements that a successful responding offeror must meet for the awarding of the contract pursuant to the provisions of this chapter;

2. The method by which the contract will be awarded, including, without limitation, on the basis of price or lowest responsive and responsible bidder;

3. Notice of the written certification required pursuant to subsection 4 of NRS 332.065, if applicable; and

4. The period during which a notice of protest regarding the awarding of a contract pursuant to NRS 332.068 may be submitted, if applicable.

(Added to NRS by 2019, 766)

NRS 332.045 Advertisement of contract: Publication; contents.

1. The advertisement authorized by subsection 1 of NRS 332.063 or required by subsection 1 of NRS 332.065 must be published:

(a) In a newspaper qualified pursuant to chapter 238 of NRS that has a general circulation within the county wherein the local government, or a major portion thereof, is situated at least once and not less than 7 days before the opening of responses.

(b) Every day for not less than 7 days before the opening of responses on:

(1) The Internet website of the local government, if the local government maintains an Internet website; or

(2) A secure website on the Internet or its successor, if any, which is established and maintained for the purpose of an on-line solicitation.

2. The advertisement must state:

(a) The nature, character or object of the contract.

(b) If plans and specifications are part of the contract, where the plans and specifications may be seen.

(c) The time and date on which responses will be opened.

(d) That a written certification is a required part of the contract pursuant to subsection 4 of NRS 332.065, if applicable.

(e) Such other matters as may properly pertain to the contract.

(Added to NRS by 1975, 1536; A 1979, 172; 1983, 1659; 1993, 2554; 1999, 1036; 2003, 667; 2005, 2552; 2011, 1863; 2017, 1611; 2019, 140)

NRS 332.047 On-line solicitation.

1. A governing body or its authorized representative may use an on-line solicitation to receive responses to a solicitation. The governing body or its authorized representative shall not use an on-line solicitation as the exclusive means of a solicitation if there is any cost to a responding offeror to submit a response.

2. An on-line solicitation must designate a date and time at which responses may be submitted and may designate a date and time after which responses will no longer be received.

3. A governing body or its authorized representative may require a responding offeror to:

(a) Register for an on-line solicitation before the date and time at which responses may be submitted; and

(b) Agree to terms, conditions or requirements of the solicitation to facilitate the on-line solicitation.

4. The procedures established by a governing body or its authorized representative for the purposes of conducting an on-line solicitation must not conflict with the provisions of this chapter.

(Added to NRS by 2001, 1314; A 2005, 2552; 2019, 769)

NRS 332.061 Limitation on disclosure of proprietary information and of solicitation containing provision requiring negotiation or evaluation.

1. Except as otherwise provided in this subsection and NRS 239.0115, proprietary information does not constitute public information and is confidential. A person shall not disclose proprietary information unless:

(a) The disclosure is made for the purpose of a civil, administrative or criminal investigation or proceeding; and

(b) The person receiving the information represents in writing that protections exist under applicable law to preserve the integrity, confidentiality and security of the information.

2. A solicitation which contains a provision that requires negotiation or evaluation by the governing body or an evaluator may not be disclosed until the response is recommended for the award of a contract.

(Added to NRS by 1995, 1731; A 2001, 1315; 2005, 2553; 2007, 2088; 2019, 769)

NRS 332.063 Contracts for which estimated annual amount required to perform is more than $50,000 but not more than $100,000: Solicitation of responses; permissive advertisement; award.

1. Except as otherwise provided by specific statute, if the estimated annual amount required to perform a contract is more than $50,000 but not more than $100,000, the governing body or its authorized representative:

(a) Shall solicit responses from two or more persons capable of performing the contract, if such persons are available; and

(b) May advertise the contract in the manner prescribed in NRS 332.045.

2. The governing body or its authorized representative shall award such a contract on the basis of price, taking into account the minimum requirements of a responding offeror prescribed in the solicitation pursuant to NRS 332.043 and the method prescribed in that solicitation for awarding the contract.

(Added to NRS by 2019, 767)

NRS 332.065 Contracts for which estimated annual amount required to perform is more than $100,000: Advertisement required; permissive solicitation; award; prohibition on entering without certification relating to certain boycotts of Israel.

1. Except as otherwise provided by specific statute, if the estimated annual amount required to perform a contract is more than $100,000, the governing body or its authorized representative:

(a) Shall advertise the contract in the manner prescribed in NRS 332.045; and

(b) May issue a solicitation for the contract.

2. If the estimated annual amount to perform a contract is more than $100,000 and the method for obtaining the contract designated in the solicitation is an invitation to bid, the governing body or its authorized representative must, except as otherwise provided by specific statute, award the contract to the lowest responsive and responsible bidder. The lowest responsive and responsible bidder may be judged on the basis of:

(a) Price;

(b) Conformance to specifications;

(c) Qualifications of the bidder, including, without limitation:

(1) The possession of or limit on any required license of the bidder;

(2) The financial responsibility of the bidder;

(3) The experience of the bidder; and

(4) The ability of the bidder to perform the contract;

(d) Adequacy of the equipment of the bidder;

(e) Past performance;

(f) Performance schedule or delivery date;

(g) If the contract requires the delivery of goods, the total cost of ownership of the goods;

(h) If the contract requires the delivery of goods, the purpose for which the goods to be supplied are required;

(i) The best interests of the public; and

(j) Such other criteria as may be set forth by the governing body or its authorized representative in the advertisement or solicitation, as applicable, that pertains to the contract.

➥ If after the lowest responsive and responsible bidder has been awarded the contract, during the term of the contract he or she does not perform in accordance with the bid specifications, or if he or she repudiates the contract, the governing body or its authorized representative may reaward the contract to the next lowest responsive and responsible bidder without requiring that new bids be submitted. Reawarding the contract to the next lowest responsive and responsible bidder is not a waiver of any liability of the initial bidder awarded the contract.

3. Except as otherwise provided by specific statute, if the estimated annual amount to perform a contract is more than $100,000 and the method for obtaining the contract designated in the solicitation is a method other than an invitation to bid, the governing body or its authorized representative shall award such a contract taking into account the minimum requirements for a responding offeror prescribed in the solicitation pursuant to NRS 332.043 and the method prescribed in that solicitation for awarding the contract.

4. A governing body or its authorized representative shall not enter into a contract pursuant to this section with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

5. As used in this section:

(a) "Boycott of Israel":

(1) Means, except as otherwise provided in subparagraph (2), refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with:

(I) Israel; or

(II) A person or entity doing business in Israel or in territories controlled by Israel,

➥ if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion.

(2) Does not include an action that is described in subparagraph (1) if the action:

(I) Is based on a bona fide business or economic reason;

(II) Is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or

(III) Is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

(b) "Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

(c) "Total cost of ownership" includes, without limitation:

(1) The history of maintenance and repair of the goods;

(2) The cost of routine maintenance and repair of the goods;

(3) Any warranties provided in connection with the goods;

(4) The cost of replacement parts for the goods; and

(5) The value of the goods as used goods when given in trade on a subsequent purchase.

(Added to NRS by 1975, 1537; A 1991, 375, 1673, 2191; 1999, 1683; 2001, 1315; 2003, 618; 2005, 2553; 2017, 1610, 1611; 2019, 769)

NRS 332.066 Contract for which estimated annual amount required to perform is more than $100,000: Preference given to recycled products if method of solicitation is invitation to bid.

1. If the estimated annual amount required to perform a contract is more than $100,000 and the designated method for awarding the contract specified in the solicitation is an invitation to bid, the governing body or its authorized representative:

(a) Shall give preference to a bid to provide recycled products if:

(1) The products meet the applicable standards;

(2) The products can be substituted for comparable nonrecycled products; and

(3) The products do not cost more than comparable nonrecycled products.

(b) May give preference to a bid to provide recycled products if:

(1) The products meet the applicable standards;

(2) The products can be substituted for comparable nonrecycled products; and

(3) The products do not cost more than 5 percent more than the comparable nonrecycled products.

(c) May purchase recycled paper products if the specific recycled paper product is:

(1) Available at a price which is not more than 10 percent higher than that of the comparable paper product made from virgin material;

(2) Of adequate quality; and

(3) Available to the purchaser within a reasonable amount of time.

2. As used in this section:

(a) "Postconsumer waste" means a finished material which would normally be disposed of as solid waste having completed its life cycle as a consumer item.

(b) "Recycled paper product" means any paper or wood-pulp product containing in some combination comprising at least 50 percent of its total weight:

(1) Postconsumer waste; and

(2) Secondary waste,

➥ but the term does not include fibrous waste generated during the manufacturing process such as fibers recovered from wastewater or trimmings of paper machine rolls, wood slabs, chips, sawdust or other wood residue from a manufacturing process.

(c) "Secondary waste" means fragments of products or finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value.

(Added to NRS 2019, 766)

NRS 332.068 Contract for which estimated annual amount required to perform is more than $100,000: Filing and contents of protest of award; posting and disposition of bond or security; stay of action; immunity of governing body from liability to person who submits response.

1. A person who submits a response to a solicitation for a contract for which the estimated annual amount to perform the contract is more than $100,000 may, after the responses are opened and within the period specified by the governing body or its authorized representative in the solicitation pursuant to NRS 332.043, file with the governing body or its authorized representative a notice of protest regarding the awarding of the contract.

2. A notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.

3. A person filing a notice of protest may be required by the governing body or its authorized representative, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the governing body or its authorized representative, to the governing body or its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:

(a) Twenty-five percent of the total value of the response submitted by the person filing the notice of protest; or

(b) Two hundred fifty thousand dollars.

4. A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the governing body or its authorized representative on the protest.

5. A person who submits an unsuccessful response may not seek any type of judicial intervention until the governing body or its authorized representative has made a determination on the protest and awarded the contract.

6. A governing body or its authorized representative is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a response, whether or not the person files a notice of protest pursuant to this section.

7. If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the governing body or its authorized representative in an amount equal to the expenses incurred by the governing body or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

(Added to NRS by 2005, 2551; A 2019, 772)

NRS 332.075 Contract for which estimated annual amount required to perform is more than $100,000: Rejection of response. Any response to a solicitation for a contract for which the estimated annual amount to perform a contract is more than $100,000 may be rejected by the governing body or its authorized representative if the governing body or its authorized representative determines that the responding offeror is not responsive or responsible or that the quality of the services, supplies, materials, equipment or labor offered does not conform to requirements or if the public interest would be served by such a rejection.

(Added to NRS by 1975, 1537; A 2019, 773)

NRS 332.085 Determination of bidder's responsibility. Repealed. (See chapter 140, Statutes of Nevada 2019, at page 788.)

NRS 332.091 Maintenance of records of solicitations and responses. A governing body or its authorized representative shall maintain a record of each solicitation and response to a solicitation for at least 7 years after the date of execution of the contract.

(Added to NRS by 2019, 766)

NRS 332.095 Assignment of contracts.

1. Except as otherwise provided in subsection 2:

(a) No contract awarded may be assigned to any other person without the consent of the governing body or its authorized representative.

(b) No contract awarded or any portion thereof may be assigned to any person who was declared by the governing body or its authorized representative not to be a responsible person to perform the particular contract.

2. The provisions of this section do not apply to the assignment of a contract by virtue of the acquisition of the person who is a party to the contract by a person that purchases the full assets and liabilities of the person who is a party to the contract.

(Added to NRS by 1975, 1537; A 1999, 1684; 2001, 1316; 2019, 773)

NRS 332.105 Bonds.

1. A performance bond, payment bond or any other bond or combination thereof, with sufficient surety, in such amount as may be determined necessary by the governing body or its authorized representative, may be required of each responding offeror on a particular contract.

2. Any such bonds may be to insure proper performance of the contract and save, indemnify and keep harmless the local government against all loss, damages, claims, liabilities, judgments, costs and expenses which may accrue against the local government in consequence of the awarding of the contract.

3. If a local government requires such a bond, it shall not also require a detailed financial statement from each responding offeror on the contract.

(Added to NRS by 1975, 1537; A 1983, 914; 2019, 773)

Exceptions to Requirements for Competitive Solicitations

NRS 332.112 Emergency contracts.

1. For the purposes of this section, an “emergency” is one which:

(a) Results from the occurrence of a disaster, including, but not limited to, fire, flood, hurricane, riot, power outage or disease; or

(b) May lead to impairment of the health, safety or welfare of the public if not immediately attended to.

2. If the authorized representative, chief administrative officer or governing body of the local government determines that an emergency exists affecting the public health, safety or welfare, a contract or contracts necessary to contend with the emergency may be let without complying with the requirements of this chapter. If such emergency action was taken by the authorized representative or chief administrative officer, he or she shall report it to the governing body at its next regularly scheduled meeting.

(Added to NRS by 1975, 1537; A 1999, 1682)

NRS 332.115 Contracts not adapted to award by competitive solicitation; purchase of certain equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by a competitive solicitation, including contracts for:

(a) Items which may only be contracted from a sole source;

(b) Professional services;

(c) Additions to and repairs and maintenance of equipment which may be more efficiently added to, repaired or maintained by a certain person;

(d) Equipment which, by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government is compatible with existing equipment;

(e) Perishable goods;

(f) Insurance;

(g) Hardware and associated peripheral equipment and devices for computers;

(h) Software for computers;

(i) Maintenance and support for:

(1) Hardware and associated peripheral equipment and devices for computers; and

(2) Software for computers;

(j) Equipment containing hardware or software for computers;

(k) Books, instructional materials, library materials and subscriptions;

(l) Motor vehicle fuel purchased by a local law enforcement agency for use in an undercover investigation;

(m) Motor vehicle fuel for use in a vehicle operated by a local law enforcement agency or local fire department if such fuel is not available within the vehicle's assigned service area from a fueling station owned by the State of Nevada or a local government;

(n) Purchases made with money in a store fund for prisoners in a jail or local detention facility for the provision and maintenance of a canteen for the prisoners;

(o) Supplies, materials, equipment or services that are available pursuant to an agreement with a vendor that has entered into an agreement with the General Services Administration or another federal governmental agency located within or outside this State;

(p) Items for resale through a retail outlet operated in this State by a local government or the State of Nevada;

(q) Commercial advertising within a recreational facility operated by a county fair and recreation board;

(r) Goods or services purchased from organizations or agencies whose primary purpose is the training and employment of persons with disabilities; and

(s) The design of, and equipment and services associated with, systems of communication,

➥ are not subject to the requirements of this chapter for a competitive solicitation, as determined by the governing body or its authorized representative.

2. The purchase of forensic equipment and supplies used in forensic analysis or other equipment for use by a local law enforcement agency in the course of an undercover investigation is not subject to the requirements of this chapter for a competitive solicitation, as determined by the governing body or its authorized representative, if:

(a) The equipment is an electronic or mechanical device which by design is intended to monitor and document in a clandestine manner suspected criminal activity;

(b) Purchasing the equipment pursuant to such requirements would limit or compromise the use of such equipment by an agency authorized to conduct such investigations; or

(c) The equipment and supplies are:

(1) Used in analysis in such investigations; or

(2) Required to comply with specific forensic standards or quality standards.

3. The purchase of personal safety equipment for use by a response agency or any other local governmental agency is not subject to the requirements of this chapter for a competitive solicitation, as determined by the governing body or its authorized representative, if:

(a) The personal safety equipment will be used by personnel of the response agency or other local governmental agency in preventing, responding to or providing services of recovery or relief in connection with emergencies, acts of terrorism or other natural or man-made disasters in which the health, safety or welfare of those personnel may be compromised, impaired or otherwise threatened; and

(b) The cost of the personal safety equipment is comparable to the cost of similar personal safety equipment that is available for purchase by the public.

4. The purchase of goods commonly used by a hospital, including, without limitation, medical equipment, implantable devices and pharmaceuticals, by the governing body of a hospital or its authorized representative is not subject to the requirements of this chapter for a competitive solicitation. The governing body of the hospital or its authorized representative shall make available for public inspection each such contract and records related to those purchases.

5. This section does not prohibit a governing body or its authorized representative from advertising for or requesting responses.

6. As used in this section:

(a) "Act of terrorism" has the meaning ascribed to it in NRS 239C.030.

(b) "Personal safety equipment" means safety equipment that personnel of a response agency or other local governmental agency:

(1) Use in the course of preventing, responding to or providing services of recovery or relief in connection with emergencies, acts of terrorism or other natural or man-made disasters; or

(2) Wear or otherwise carry on a regular basis.

➥ The term includes, without limitation, firearms, boots, bulletproof vests or other types of body armor, protective garments, protective eyewear, gloves, helmets, and any specialized apparatus, equipment or materials approved or recommended by the United States Department of Homeland Security.

(c) "Response agency" means an agency of a local government that provides services related to law enforcement, firefighting, emergency medical care or public safety.

(Added to NRS by 1975, 1538; A 1987, 296, 1484; 1991, 337, 349, 648, 1934, 1935; 1997, 132; 1999, 889, 1684; 2001, 1317; 2003, 620, 2262; 2005, 226, 2554; 2019, 773)

NRS 332.117 Award of certain contracts to nonprofit organization or agency whose primary purpose is training and employment of persons with mental or physical disabilities.

1. In accordance with the Program to Encourage and Facilitate Purchases by Agencies of Commodities and Services From Organizations established pursuant to NRS 334.025, a governing body or its authorized representative may award, without complying with the requirements for a competitive solicitation set forth in this chapter, a contract for services or for the purchase of supplies, materials, equipment or labor to a nonprofit organization or agency whose primary purpose is the training and employment of persons with a mental or physical disability, including, without limitation, a provider of jobs and day training services certified pursuant to NRS 435.130 to 435.310, inclusive.

2. A nonprofit organization or agency that:

(a) Wishes to submit a response to a solicitation must:

(1) Register with the Purchasing Division of the Department of Administration as required pursuant to NRS 334.025; and

(2) Establish a fair-market price for those services, supplies, materials, equipment or labor by conducting a market survey and must include the survey with the response submitted to the local government.

(b) Is awarded such a contract must report quarterly to the Purchasing Division as required pursuant to NRS 334.025.

3. As used in this section, "nonprofit organization or agency" means an organization or agency that is recognized as exempt pursuant to the provisions of 26 U.S.C. § 501(c)(3).

(Added to NRS by 2001, 1535; A 2007, 2493; 2009, 2237; 2017, 1546; 2019, 775)

NRS 332.135 Contracts with carriers; solicitation of informal rate quotations; contracts with Purchasing Division of Department of Administration.

1. Nothing in this chapter prohibits a governing body or its authorized representative from contracting for interstate or intrastate carriage of persons or property with a certificated common or contract carrier at the rates set forth in the officially approved tariff of such carrier.

2. Nothing in this section prohibits a governing body or its authorized representative from soliciting informal rate quotations.

3. Nothing in this chapter prohibits a governing body or its authorized representative from obtaining supplies, materials, equipment or services on a voluntary basis from the Purchasing Division of the Department of Administration pursuant to NRS 333.470.

(Added to NRS by 1975, 1538; A 1991, 618; 1993, 1564)

NRS 332.146 Purchase or acquisition at auction, closeout and bankruptcy sales, sale of merchandise left after exhibition or other similar sale.

1. Except as otherwise provided by law, if the governing body or its authorized representative determines that the supplies, materials or equipment can be purchased at any public auction, closeout sale, bankruptcy sale, sale of merchandise left after an exhibition, or other similar sale at a reasonable savings over the cost of like merchandise and below the market cost in the community, a contract or contracts may be let or the purchase made without complying with the requirements of this chapter for a competitive solicitation.

2. The documentation for the purchase or acquisition must be summarized for the next regularly scheduled meeting of the governing body, together with written justification showing the savings involved.

(Added to NRS by 1975, 1538; A 1983, 845; 2001, 1318; 2019, 776)

NRS 332.148 Failure to receive responsible responses.

1. Except as otherwise provided in subsection 2, when a governing body or its authorized representative has advertised for or requested responses in letting a contract and no responsible responses are received, the governing body or its authorized representative may let the contract without a competitive solicitation not less than 7 days after it publishes a notice stating that no responses were received on the contract and that the contract may be let without a further solicitation.

2. A governing body or its authorized representative shall entertain any response which is submitted after it publishes such notice and before the expiration of the waiting period.

(Added to NRS by 1977, 463; A 1999, 1685; 2019, 776)

GENERAL POWERS AND DUTIES OF LOCAL GOVERNMENTS

NRS 332.175 Trade-in allowances for personal property. A governing body or its authorized representative may solicit and accept trade-in allowances for personal property of the public entity which has been determined by the governing body or its authorized representative to be no longer required for public use in any manner authorized by law.

(Added to NRS by 1975, 1539; A 1999, 1685; 2001, 1319)

NRS 332.185 Disposal of personal property of local government; donation of surplus personal property by school district; chapter inapplicable to transactions regarding real property.

1. Except as otherwise provided in subsection 2 and NRS 244.1505 and 334.070, if the governing body or its authorized representative determines that the personal property of the local government is no longer required for public use and deems such action desirable and in the best interests of the local government, the governing body or its authorized representative may dispose of personal property of the local government by any manner, including, without limitation, by:

(a) Selling such property at public auction.

(b) Donating such property to another governmental entity or nonprofit organization.

2. The board of trustees of a school district may donate surplus personal property of the school district to any other school district in this State or to a charter school that is located within the school district without regard to:

(a) The provisions of this chapter; or

(b) Any statute, regulation, ordinance or resolution that requires:

(1) The posting of notice or public advertising.

(2) The inviting or receiving of competitive responses.

(3) The selling or leasing of personal property by contract or at a public auction.

3. The provisions of this chapter do not apply to the purchase, sale, lease or transfer of real property by the governing body.

(Added to NRS by 1975, 1539; A 1983, 1248; 1999, 1685, 3320, 3322; 2001, 238, 1319; 2013, 1488; 2015, 3818; 2019, 776, 2017, 2078)

NRS 332.195 Entering into contract pursuant to solicitation by other governmental entities or cooperative purchasing organizations; prohibition if contractor's license required for portion of work to be performed.

1. Except as otherwise provided in this section, a governing body or its authorized representative may enter into a contract pursuant to a solicitation by:

(a) A governmental entity located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which enters into a contract in response to the solicitation in accordance with this paragraph.

(b) The State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which enters into a contract in response to the solicitation in accordance with this paragraph.

(c) A cooperative purchasing organization. A cooperative purchasing organization is not liable for the obligations of the local government which enters into a contract in response to the solicitation in accordance with this paragraph.

2. A governing body or its authorized representative shall not enter into a contract pursuant to this section if a contractor's license issued pursuant to chapter 624 of NRS is required for any portion of the work to be performed under the contract.

3. As used in this section, "cooperative purchasing organization" means an organization that implements a cooperative arrangement to agree to aggregate demand on behalf of public entities for the purpose of obtaining lower prices from certain suppliers to reduce the costs of procurement.

(Added to NRS by 1975, 1539; A 1985, 357; 1999, 1686; 2001, 1320; 2003, 2263; 2005, 2556; 2013, 69; 2019, 777)

NRS 332.201 Duty of governing body of certain counties to report to Office of Economic Development concerning local emerging small businesses.

1. The governing body or its authorized representative in a county whose population is 100,000 or more shall submit a report every 6 months to the Office. The report must include, without limitation, for the period since the last report:

(a) The number of local emerging small businesses that the governing body or its authorized representative solicited to submit a response to the governing body or its authorized representative for a local purchasing contract;

(b) The number of local emerging small businesses that submitted a response to the governing body or its authorized representative for a local purchasing contract;

(c) The number of local purchasing contracts that were awarded by the governing body or its authorized representative to local emerging small businesses;

(d) The total number of dollars' worth of local purchasing contracts that were awarded by the governing body or its authorized representative to local emerging small businesses; and

(e) Any other information deemed relevant by the Office.

2. The report required pursuant to subsection 1 must be submitted within 90 days after:

(a) The end of each fiscal year; and

(b) The end of each calendar year.

3. As used in this section:

(a) "Local emerging small business" has the meaning ascribed to it in NRS 231.1402.

(b) "Local purchasing contract" means a contract awarded pursuant to the provisions of this chapter for which the estimated cost is not more than $100,000. The term does not include a contract for which a procurement card is used.

(c) "Office" means the Office of Economic Development.

(d) "Procurement card" means a charge card issued to a governing body or its authorized representative for the purpose of purchasing goods and services pursuant to the provisions of this chapter.

(Added to NRS by 2013, 3689; A 2019, 778)

NRS 332.215 Commission to Study Governmental Purchasing: Members; Chair; meetings; duties.

1. Each county of this state whose population is 100,000 or more, must be a member of the Commission to Study Governmental Purchasing which is composed of all purchasing agents of the local governments within those counties. Each county whose population is less than 100,000 may participate as a voting member of the Commission. The members shall select a Chair from among their number.

2. The Commission shall meet no less than quarterly or at the call of the Chair to study practices in governmental purchasing and laws relating thereto and shall make recommendations with respect to those laws to the next regular session of the Legislature.

(Added to NRS by 1975, 1540; A 1979, 537; 1985, 358)

NRS 332.221 Provision of maintenance services for vehicles and purchase of motor vehicle fuel for sale to public agencies or nonprofit corporations that provide transportation to elderly or persons with disabilities; regulations.

1. A governing body may provide maintenance services for vehicles which belong to, and may purchase motor vehicle fuel to sell to:

(a) Any public agency or organization which is supported by tax money; and

(b) Any private agency or organization which is incorporated as a nonprofit corporation pursuant to chapter 81 or 82 of NRS,

➥ and which uses the vehicles and fuel in specially providing transportation to the elderly or persons with disabilities.

2. The governing body shall establish regulations for determining the eligibility of applicants for maintenance services and fuel pursuant to this section.

3. The costs of all maintenance services and fuel provided pursuant to this section must be paid for by the agency or organization which receives the service or fuel.

(Added to NRS by 1979, 88; A 1981, 239; 1991, 1313)

NRS 332.223 Use of facilities of local government by nonprofit corporation that provides ambulance services pursuant to franchise agreement. A nonprofit corporation that provides ambulance services pursuant to a franchise agreement with a local government may obtain supplies, materials and equipment on a voluntary basis through the facilities of the local government.

(Added to NRS by 1995, 1731)

NRS 332.225 Requirements of chapter unaffected by approval by governing body of application for federal grant. Approval by a governing body of an application for a federal categorical grant does not dispense with the requirements of this chapter for approval by the governing body of the letting of any contract.

(Added to NRS by 1975, 1540)

PERFORMANCE CONTRACTS FOR OPERATING COST-SAVINGS MEASURES

NRS 332.300 Definitions. As used in NRS 332.300 to 332.440, inclusive, unless the context otherwise requires, the words and terms defined in NRS 332.310 to 332.350, inclusive, have the meanings ascribed to them in those sections.

(Added to NRS by 2003, 3049; A 2009, 965; 2013, 2119)

NRS 332.310 "Building" defined. "Building" means any existing structure, building or facility, including any equipment, furnishings or appliances within the existing structure, building or facility, that is owned or operated by a local government. The term includes, without limitation, occupied and unoccupied existing structures, buildings and facilities, and any other existing improvements owned or operated by a local government that incur operating costs.

(Added to NRS by 2003, 3049; A 2009, 965)

NRS 332.320 "Operating cost savings" defined. "Operating cost savings" means any expenses that are eliminated or avoided on a long-term basis as a result of the installation or modification of equipment, or services performed by a qualified service company. The term does not include any savings that are realized solely because of a shift in the cost of personnel or other similar short-term cost savings.

(Added to NRS by 2003, 3049)

NRS 332.330 "Operating cost-savings measure" defined. "Operating cost-savings measure":

1. Means any improvement, repair or alteration to a building, or any equipment, fixture or furnishing to be added or used in a building that is designed to reduce operating costs, including, without limitation, those costs related to electrical energy and demand, thermal energy, water consumption, waste disposal and contract-labor costs, and increase the operating efficiency of the building for the appointed functions that are cost-effective.

2. Includes, without limitation:

(a) Operational or maintenance labor savings resulting from reduced costs for maintenance contracts as provided through reduction of required maintenance or operating tasks, including, without limitation, replacement of filters and lighting products, and equipment failures.

(b) Investment in equipment, products and materials, and strategies for building operation, or any combination thereof, designed to reduce energy and other utility expenses, including, without limitation:

(1) Costs for materials and labor required to replace old equipment with new, more efficient equipment.

(2) Storm windows or doors, caulking or weather stripping, multiglazed windows or doors, heat-absorbing or heat-reflective glazed or coated windows or doors, reductions in glass area, and other modifications to windows and doors that will reduce energy consumption.

(3) Automated or computerized energy control systems.

(4) Replacement of, or modifications to, heating, ventilation or air-conditioning systems.

(5) Replacement of, or modifications to, lighting fixtures.

(6) Improvements to the indoor air quality of a building that conform to all requirements of an applicable building code.

(7) Energy recovery systems.

(8) Systems for combined cooling, heating and power that produce steam or other forms of energy, for use primarily within the building or a complex of buildings.

(9) Installation of, or modifications to, existing systems for daylighting, including lighting control systems.

(10) Installation of, or modification to, technologies that use renewable or alternative energy sources.

(11) Programs relating to building operation that reduce operating costs, including, without limitation, computerized programs, training and other similar activities.

(12) Programs for improvement of steam traps to reduce operating costs.

(13) Devices that reduce water consumption in buildings, for lawns and for other irrigation applications.

(14) Any additional improvements to building infrastructures that produce energy and operating cost savings, significantly reduce energy consumption or increase the operating efficiency of the buildings for their appointed functions, provided that such improvements comply with applicable building codes.

(15) Trash compaction and waste minimization.

(16) Ground source systems for heating and cooling.

(c) Investment in educational programs relating to the operation and maintenance of any equipment installed to reduce operating costs.

3. Does not include the construction of a new building or any addition to a building that increases the square footage of the building.

(Added to NRS by 2003, 3049; A 2009, 965)

NRS 332.340 "Performance contract" defined. "Performance contract" means a written contract between a local government and a qualified service company for the evaluation, recommendation and implementation of one or more operating cost-savings measures.

(Added to NRS by 2003, 3050; A 2009, 966)

NRS 332.350 "Qualified service company" defined. "Qualified service company" means a person who is qualified to bid on a performance contract pursuant to NRS 332.351 or 332.353.

(Added to NRS by 2003, 3050; A 2009, 966)

NRS 332.351 Qualification as qualified service company; investigation and determination by local governments; confidentiality of certain information.

1. Except as otherwise provided in NRS 332.353, a person who wishes to qualify as a qualified service company and submit a proposal for a performance contract with a local government must file an application with the local government.

2. Upon receipt of an application pursuant to subsection 1, the local government shall:

(a) Investigate the applicant to determine whether the applicant is qualified to bid on a performance contract; and

(b) After conducting the investigation, determine whether the applicant is qualified to bid on a performance contract.

3. The local government shall notify each applicant in writing of its determination.

4. The local government may determine an applicant is qualified to bid:

(a) On a specific project; or

(b) On more than one project over a period of time to be determined by the local government.

5. Except as otherwise provided in NRS 332.353, the local government shall use only the criteria described in NRS 332.352 in determining whether to approve or deny an application.

6. Except as otherwise provided in NRS 239.0115, financial information and other data pertaining to the net worth of an applicant which is gathered by or provided to a local government to determine the financial ability of an applicant to perform a contract is confidential and not open to public inspection.

(Added to NRS by 2009, 962)

NRS 332.352 Criteria for qualification as qualified service company.

1. Except as otherwise provided in NRS 332.353, a local government shall use the following criteria for determining whether a person satisfies the requirements to be a qualified service company pursuant to NRS 332.360:

(a) The financial ability of the applicant to perform the work required by the local government;

(b) Whether the applicant possesses a state business license issued pursuant to chapter 76 of NRS;

(c) Whether the applicant possesses a valid contractor's license issued pursuant to chapter 624 of NRS of a class corresponding to the work required by the local government and, if engineering work is required, whether the applicant possesses a valid license as a professional engineer issued pursuant to chapter 625 of NRS;

(d) Whether the applicant has the ability to obtain the necessary bonding for the work required by the local government;

(e) Whether the applicant has successfully completed an appropriate number of projects as determined by the local government, but not to exceed five projects, during the 5 years immediately preceding the date of application of similar size, scope or type as the work required by the local government;

(f) Whether the principal personnel employed by the applicant have the necessary professional qualifications and experience for the work required by the local government;

(g) Whether the applicant has breached any contracts with a public agency or person in this State or any other state during the 5 years immediately preceding the date of application;

(h) Whether the applicant has been disqualified from being awarded a contract by any governing body in the State of Nevada;

(i) Whether the applicant has been convicted of a violation for discrimination in employment during the 2 years immediately preceding the date of application;

(j) Whether the applicant has the ability to obtain and maintain insurance coverage for public liability and property damage within limits sufficient to protect the applicant and all the subcontractors of the applicant from claims for personal injury, accidental death and damage to property that may arise in connection with the work required by the local government;

(k) Whether the applicant has established a safety program that complies with the requirements of chapter 618 of NRS;

(l) Whether the applicant has been disciplined or fined by the State Contractors' Board or another state or federal agency for conduct that relates to the ability of the applicant to perform the work required by the local government;

(m) Whether, during the 5 years immediately preceding the date of application, the applicant has filed as a debtor under the provisions of the United States Bankruptcy Code;

(n) Whether the application is truthful and complete; and

(o) Whether, during the 5 years immediately preceding the date of the application, the applicant has, as a result of causes within the control of the applicant or a subcontractor or supplier of the applicant, failed to perform any contract:

(1) In the manner specified by the contract and any change orders initiated or approved by the person or governmental entity that awarded the contract or its authorized representative;

(2) Within the time specified by the contract unless extended by the person or governmental entity that awarded the contract or its authorized representative; or

(3) For the amount of money specified in the contract or as modified by any change orders initiated or approved by the person or governmental entity that awarded the contract or its authorized representative.

➥ Evidence of the failures described in this subsection may include, without limitation, the assessment of liquidated damages against the applicant, the forfeiture of any bonds posted by the applicant, an arbitration award granted against the applicant or a decision by a court of law against the applicant.

2. Except as otherwise provided in NRS 332.353, in addition to the criteria described in subsection 1, the local government may use any other relevant criteria that are necessary to determine whether a person satisfies the requirements to be a qualified service company pursuant to NRS 332.360.

(Added to NRS by 2009, 963)

NRS 332.353 Additional circumstance in which person may be deemed qualified service company. Notwithstanding the provisions of NRS 332.352, a governing body may deem a person a qualified service company if the person has been determined by:

1. The State Public Works Division of the Department of Administration or a local government pursuant to NRS 338.1379 to be qualified to bid on a public work; or

2. Another local government pursuant to NRS 332.351 to be qualified as a qualified service company.

(Added to NRS by 2009, 964)

NRS 332.357 Duty of Office of Energy to provide information and educational resources; authority of Office of Energy to provide support to local government; fees; administration of account for fees; application for and receipt of other money for account; regulations.

1. The Office of Energy shall:

(a) Provide to local governments information and educational resources relating to operating cost-savings measures and performance contracts.

(b) Include on the Internet website maintained by the Office, if any, information and educational resources relating to operating cost-savings measures and performance contracts.

2. The Office of Energy may, upon receiving a request from a local government for support relating to operating cost-savings measures:

(a) Provide to the local government support relating to operating cost-savings measures; and

(b) Charge and collect a fee from the local government for the provision of any support described in paragraph (a).

3. All fees charged and collected by the Office of Energy pursuant to subsection 2 must be accounted for separately in the State General Fund. The Director of the Office of Energy shall administer the account. Money in the account must be used only to pay the costs incurred by the Office of Energy to provide support to local governments pursuant to subsection 2 and is hereby authorized for expenditure as a continuing appropriation for this purpose.

4. The Director of the Office of Energy may apply for and accept any gift, donation, bequest, grant or other source of money for deposit in the account. The interest and income earned on money in the account, after deducting any applicable charges, must be credited to the account. Money that remains in the account at the end of the fiscal year does not revert to the State General Fund, and the balance in the account must be carried forward to the next fiscal year.

5. A local government may include in a performance contract the amount of any fee charged by the Office of Energy pursuant to subsection 2.

6. The Director of the Office of Energy may adopt regulations to carry out the provisions of this section, including, without limitation, regulations which establish the amount of the fees to be charged and collected by the Office of Energy pursuant to subsection 2.

(Added to NRS by 2013, 2119)

NRS 332.360 Authority of local government to enter into performance contract; purpose of performance contract; operational audits; third-party consultants.

1. Notwithstanding any provision of this chapter and chapter 338 of NRS to the contrary, a local government may enter into a performance contract with a qualified service company for the purchase and installation of an operating cost-savings measure to reduce costs related to energy, water and the disposal of waste, and related labor costs. Such a performance contract may be in the form of an installment payment contract or a lease-purchase contract. Any operating cost-savings measures put into place as a result of a performance contract must comply with all applicable building codes.

2. If a local government is interested in entering into a performance contract, the local government shall notify each appropriate qualified service company and coordinate an opportunity for each such qualified service company to:

(a) Perform a preliminary and comprehensive audit and assessment of all potential operating cost-savings measures that might be implemented within the buildings of the local government, including any operating cost-savings measures specifically requested by the local government; and

(b) Submit a proposal and make a related presentation to the local government for all such operating cost-savings measures that the qualified service company determines would be practicable to implement.

3. The local government shall:

(a) Evaluate the proposals and presentations made pursuant to subsection 2; and

(b) Select a qualified service company,

➥ pursuant to the provisions of NRS 332.300 to 332.440, inclusive.

4. The local government may enter into a contract with the Office of Energy or retain the professional services of a third-party consultant with the requisite technical expertise to assist the local government in evaluating the proposals and presentations pursuant to subsection 3. If the local government retains the professional services of a third-party consultant, the third-party consultant must possess a state business license issued pursuant to chapter 76 of NRS and any other applicable licenses issued by a licensing board in this State in the same discipline in which the consultant will be advising the local government.

5. The qualified service company selected by the local government pursuant to subsection 3 shall prepare a financial-grade operational audit. Except as otherwise provided in this subsection, the audit prepared by the qualified service company becomes, upon acceptance, a part of the final performance contract and the costs incurred by the qualified service company in preparing the audit shall be deemed to be part of the performance contract. If, after the audit is prepared, the local government decides not to execute the performance contract, the local government shall pay the qualified service company that prepared the audit the costs incurred by the qualified service company in preparing the audit if the local government has specifically appropriated money for that purpose.

6. The local government shall enter into a contract with the Office of Energy or retain the professional services of a third-party consultant with the requisite technical expertise to assist the local government in reviewing the operating cost-savings measures proposed by the qualified service company and may procure sufficient funding from the qualified service company, through negotiation, to pay for the costs incurred by the Office of Energy or the third-party consultant. If the local government retains the professional services of a third-party consultant, the third-party consultant must be licensed pursuant to chapter 625 of NRS and certified by the Association of Energy Engineers as a "Certified Energy Manager" or hold similar credentials from a comparable nationally recognized organization. The Office of Energy or a third-party consultant retained pursuant to this subsection shall work on behalf and for the benefit of the local government in coordination with the qualified service company.

(Added to NRS by 2003, 3051; A 2009, 967; 2013, 2120)

NRS 332.362 Duty of board of trustees of school district to adopt policy concerning performance contracts; requirements for policy; annual report.

1. The board of trustees of a school district shall adopt a policy setting forth the process for evaluating whether work to be performed on a building will be performed pursuant to a performance contract. The policy must include, without limitation:

(a) The criteria for determining the work which will be evaluated pursuant to the policy;

(b) The requirement that the board of trustees or its designee evaluate whether the work to be performed:

(1) Consists primarily of one or more operating cost-savings measures;

(2) Qualifies to be performed pursuant to a performance contract with a return on investment that the board of trustees determines would make entering into a performance contract in the best interest of the school district; and

(3) Would be more reasonably included under an existing performance contract rather than a new performance contract; and

(c) The requirement that the board of trustees or its designee, if it determines not to enter into a performance contract, document the reasons for that determination.

2. The board of trustees of a school district shall cause to be prepared an annual report which sets forth the operating cost-savings measures, if any, that:

(a) Were identified in a financial-grade operational audit submitted to the board of trustees pursuant to subsection 5 of NRS 332.360 during the immediately preceding year; and

(b) Were not included in a performance contract during the immediately preceding year.

3. As used in this section, "operating cost-savings measure" means an investment in equipment, products and materials, and strategies for building operation, or any combination thereof, designed to reduce energy and other utility expenses, including, without limitation:

(a) Costs for materials and labor required to replace old equipment with new, more efficient equipment.

(b) Storm windows or doors, caulking or weather stripping, multiglazed windows or doors, heat-absorbing or heat-reflective glazed or coated windows or doors, reductions in glass area, and other modifications to windows and doors that will reduce energy consumption.

(c) Automated or computerized energy control systems.

(d) Replacement of, or modifications to, heating, ventilation or air-conditioning systems.

(e) Replacement of, or modifications to, lighting fixtures.

(f) Improvements to the indoor air quality of a building that conform to all requirements of an applicable building code.

(g) Energy recovery systems.

(h) Systems for combined cooling, heating and power that produce steam or other forms of energy, for use primarily within the building or a complex of buildings.

(i) Installation of, or modifications to, existing systems for daylighting, including lighting control systems.

(j) Installation of, or modification to, technologies that use renewable or alternative energy sources.

(k) Programs relating to building operation that reduce operating costs, including, without limitation, computerized programs, training and other similar activities.

(l) Programs for improvement of steam traps to reduce operating costs.

(m) Devices that reduce water consumption in buildings, for lawns and for other irrigation applications.

(n) Trash compaction and waste minimization.

(o) Ground source systems for heating and cooling.

(Added to NRS by 2013, 2118)

NRS 332.370 Financing and structure of performance contract.

1. A performance contract may be financed through a person other than the qualified service company.

2. A performance contract must be structured to guarantee operating cost savings, which includes, without limitation, the design and installation of equipment, the operation and maintenance, if applicable, of any of the operating cost-savings measures and the guaranteed annual savings which must meet or exceed the total annual contract payments to be made by the

local government, including any financing charges to be incurred by the local government over the life of the performance contract. The local government may require that these savings be verified annually or over a sufficient period that demonstrates savings.

(Added to NRS by 2003, 3052; A 2009, 968)

NRS 332.371 Requirements for performance contract that guarantees operating cost savings. A performance contract that guarantees operating cost savings must identify the specific dollar amount and units or percentages of consumption that the qualified service company anticipates will be eliminated or avoided on a long-term basis as a result of the operating cost-savings measures that the local government is implementing.

(Added to NRS by 2009, 965)

NRS 332.380 Period over which payments become due.

1. A performance contract must provide that all payments, other than any obligations that become due if the contract is terminated before the contract expires, must be made over time.

2. Except as otherwise provided in this subsection, a performance contract, and the payments provided thereunder, may extend beyond the fiscal year in which the performance contract becomes effective for costs incurred in future fiscal years. The performance contract may extend for a term not to exceed 25 years. The length of a performance contract may reflect the useful life of the operating cost-savings measure being installed or purchased under the performance contract.

3. The period over which payments are made on a performance contract must equal the period over which the operating cost savings are amortized. Payments on a performance contract must not commence until the operating cost-savings measures have been installed by the qualified service company.

(Added to NRS by 2003, 3053; A 2015, 1917)

NRS 332.390 Prevailing wage requirement; duty of qualified service company to furnish bonds before entering into certain performance contracts.

1. If a performance contract entered into pursuant to NRS 332.300 to 332.440, inclusive, requires the employment of skilled mechanics, skilled workers, semiskilled mechanics, semiskilled workers or unskilled labor to perform the performance contract, the performance contract must include a provision relating to the prevailing wage as required pursuant to NRS 338.013 to 338.090, inclusive. The local government, the qualified service company, any contractor who is awarded a contract or enters into an agreement to perform the work for the performance contract, and any subcontractor who performs any portion of that work shall comply with the provisions of NRS 338.013 to 338.090, inclusive, in the same manner as if the local government had undertaken the work or had awarded the contract.

2. Before a qualified service company enters into a performance contract pursuant to NRS 332.300 to 332.440, inclusive, that exceeds $100,000, the qualified service company must furnish to the contracting body any bonds required pursuant to NRS 339.025. The provisions of chapter 339 of NRS apply to any performance contract described in this subsection.

(Added to NRS by 2003, 3053; A 2009, 969; 2019, 712)

NRS 332.400 Rights of local government and qualified service company if insufficient money appropriated by local government to make payments. Notwithstanding any provision of NRS 332.300 to 332.440, inclusive, to the contrary, a performance contract entered into pursuant to NRS 332.300 to 332.440, inclusive, must include a clause that sets out the rights of the local government and the qualified service company if the local government does not appropriate sufficient money for payments to be continued under the performance contract.

(Added to NRS by 2003, 3053)

NRS 332.410 Reinvestment of savings realized under contract. A local government may reinvest any savings realized under a performance contract whenever practical into other operating cost-savings measures provided the local government:

1. Is satisfying all its other obligations under the performance contract; and

2. Complies with the requirements of NRS 332.300 to 332.440, inclusive, when reinvesting the savings into other operating cost-savings measures.

(Added to NRS by 2003, 3053; A 2009, 969)

NRS 332.420 Monitoring of cost savings attributable to operating cost-savings measures.

1. During the term of a performance contract, the qualified service company shall monitor the reductions in energy or water consumption and other operating cost savings attributable to the operating cost-savings measure purchased or installed under the performance contract, and shall, at least once a year or at such other intervals specified in the performance contract, prepare and provide a report to the local government documenting the performance of the operating cost-savings measures.

2. A performance contract must identify the methodology that the local government will use to validate the cost savings identified by the qualified service company.

3. A qualified service company and the local government may agree to make modifications in the calculation of savings based on:

(a) Subsequent material changes to the baseline consumption of energy or water identified at the beginning of the term of the performance contract.

(b) A change in utility rates.

(c) A change in the number of days in the billing cycle of a utility.

(d) A change in the total square footage of the building.

(e) A change in the operational schedule, and any corresponding change in the occupancy and indoor temperature, of the building.

(f) A material change in the weather.

(g) A material change in the amount of equipment or lighting used at the building.

(h) Any other change which reasonably would be expected to modify the use of energy or the cost of energy.

(Added to NRS by 2003, 3053)

NRS 332.430 Qualified service company to provide information concerning performance contract to Office of Energy. A qualified service company shall provide to the Office of Energy information concerning each performance contract which the qualified service company enters into pursuant to NRS 332.300 to 332.440, inclusive, including, without limitation, the name of the project, the local government for which the project is being carried out and the expected operating cost savings. The Office of Energy may report any energy savings realized as a result of such performance contracts to the United States Department of Energy pursuant to 42 U.S.C. § 13385.

(Added to NRS by 2003, 3054; A 2009, 1405; 2011, 2078)

NRS 332.431 Duty of local governments to report to Legislature.

1. Each local government that enters into a performance contract pursuant to NRS 332.300 to 332.440, inclusive, shall, on or before February 1 of each year, prepare and submit a report to the Director of the Legislative Counsel Bureau for transmittal to the Legislature if the Legislature is in session, or to the Interim Finance Committee if the Legislature is not in session.

2. The report required pursuant to subsection 1 must include, without limitation:

(a) The status of the construction and financing of the operating cost-savings measures described in the performance contract.

(b) The cumulative amount of operating cost-savings that have resulted from the operating cost-savings measures.

(c) The amount of operating cost-savings that are projected for the future.

(d) Any other information required by the Legislature or Interim Finance Committee.

(Added to NRS by 2009, 965)

NRS 332.440 Financial mechanisms to guarantee operational cost savings are realized. A performance contract must include appropriate financial mechanisms determined to be necessary by the city or county treasurer, as appropriate, to guarantee that operating cost savings are realized by the local government if the actual cost savings do not meet the predicted cost savings.

(Added to NRS by 2003, 3054)

PROHIBITIONS AND PENALTIES

NRS 332.800 Interest of member of governing body or evaluator in contract prohibited; exception; penalty.

1. Except as otherwise provided in NRS 281.230 and 281A.430, a member of the governing body may not be interested, directly or indirectly, in any contract entered into by the governing body, but the governing body may purchase supplies, not to exceed $1,500 in the aggregate in any 1 calendar month, from a member of such governing body when not to do so would be of great inconvenience due to a lack of any other local source.

2. An evaluator may not be interested, directly or indirectly, in any contract awarded by such governing body or its authorized representative.

3. A member of a governing body who furnishes supplies in the manner permitted by subsection 1 may not vote on the allowance of the claim for such supplies.

4. A person who violates this section is guilty of a misdemeanor and, in the case of a member of a governing body, a violation is cause for removal from office.

(Added to NRS by 1975, 1539; A 2001, 1318; 2003, 891; 2013, 3786)

NRS 332.810 Prohibited acts by responding offerors before award of contract; penalty.

1. Before a contract is awarded, a responding offeror or an officer, employee, representative, agent or consultant of such a person shall not:

(a) Make an offer or promise of future employment or business opportunity to, or engage in a discussion of future employment or business opportunity with, an evaluator or member of the governing body offering the contract;

(b) Offer, give or promise to offer or give money, a gratuity or any other thing of value to an evaluator or member of the governing body offering the contract; or

(c) Solicit or obtain from an officer, employee or member of the governing body offering the contract:

(1) Any proprietary information regarding the contract; or

(2) Any information regarding a response to a solicitation submitted by another person, unless such information is available to the general public.

2. A person who violates any of the provisions of subsection 1 is guilty of a gross misdemeanor and shall be punished by imprisonment in the county jail for not more than 364 days, or by a fine of not less than $2,000 nor more than $50,000, or by both fine and imprisonment.

(Added to NRS by 1995, 1731; A 2001, 1318; 2007, 2468; 2013, 982; 2019, 778)

NRS 332.820 Effect of collusion among responding offerors or advance disclosures of information.

1. Any agreement or collusion among responding offerors or prospective responding offerors in restraint of freedom of competition by agreement to respond with a fixed price, or otherwise, shall render the responses of such responding offerors void.

2. Advance disclosures of proprietary information or any other information to any particular responding offeror which would give that particular responding offeror any advantage over any other interested responding offeror in advance of the opening of responses, whether in response to advertising or an informal solicitation, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all responses received in response to that particular solicitation.

(Added to NRS by 1975, 1539; A 2001, 1319; 2005, 2556; 2019, 779)

NRS 332.830 Purchase of information system or system of communication for use by response agency prohibited unless complies with state plan.

1. On and after October 1, 2005, a governing body or its authorized representative shall not purchase an information system or system of communication for use by a response agency unless the system complies with the plan established pursuant to subsection 6 of NRS 239C.160.

2. On and after October 1, 2005, any grant or other money received by a local government from the Federal Government for the purchase of an information system or system of communication for use by a response agency must not be used to purchase such a system unless the system complies with the plan established pursuant to subsection 6 of NRS 239C.160.

3. As used in this section:

(a) "Information system" has the meaning ascribed to it in NRS 239C.060.

(b) "Response agency" has the meaning ascribed to it in NRS 239C.080.

(c) "System of communication" has the meaning ascribed to it in NRS 239C.100.

(Added to NRS by 2003, 2463; A 2005, 932; 2011, 2886)