



**REQUEST FOR PROPOSAL NO. 457-PW
COLLECTION AGENCY SERVICES**

RELEASE DATE: **March 17, 2008**

LAST DAY FOR QUESTIONS : **March 28, 2008, 5:00 PM Local Time**

LAST DAY FOR ADDENDA : **April 2, 2008, 5:00 PM Local Time**

OPENING DATE, TIME and LOCATION : **April 9, 2008, 3:00 PM Local Time**
University of Nevada, Las Vegas
4505 S. Maryland Parkway
Campus Services Building, Room 235
Las Vegas, NV 89154-1033

Sealed proposals, **one original and four (4) copies**, subject to the terms, conditions and scope of services, herein stipulated and/or attached hereto, will be received at the University of Nevada, Las Vegas Purchasing Department and will be publicly opened at the date and time indicated above. Only the names of the Proposers will be recorded; no other information will be disclosed at that time.

All proposals must be received on or before the date and time indicated to be considered. Proposals may be mailed to:

University of Nevada, Las Vegas
Campus Services Building, (CSB 235)
Purchasing Department
4505 Maryland Parkway
Las Vegas, Nevada 89154-1033

Or hand delivered to UNLV Purchasing Department located in the Campus Services Building, Room 235, on UNLV main campus. Please go to <http://maps.unlv.edu/to> view a map of UNLV campus.

The envelope(s) shall be marked RFP #457-PW Collection Agency Services

If necessary an addenda will be issued for any matters regarding submittal of Proposal or technical issues that will affect all proposers. The University of Nevada, Las Vegas reserves the right to waive informalities or reject any or all proposals.

If you should have any questions regarding this Request for Proposal, fax your questions directly to:
Pamela Wortham, Contract Administrator
Fax: (702) 895-3859
Phone: (702) 895-2560

TABLE OF CONTENTS

- I. INTRODUCTION
 - A. Purpose of Request
 - B. The University
 - C. Terminology

- II. TERMS AND CONDITIONS OF PROPOSAL
 - A. Acceptance Period
 - B. Award of Contract
 - C. Evaluation of Proposals
 - D. Late Proposals and Modifications
 - E. Preparation and Submission of Proposal
 - F. Disclosure Restrictions
 - G. Questions Concerning Proposal
 - H. Withdrawal of Proposal

EXHIBIT A – Scope of Work

EXHIBIT B – Fees Rate Form

EXHIBIT C – RFP Response Form

EXHIBIT D – Sample Contract

EXHIBIT E – Sample HIPPA CONTRACT

EXHIBIT F – Vendor Application

I. INTRODUCTION

A. Purpose of Request

The Board of Regents and the Nevada System of Higher Education, Business Center South Purchasing Department on behalf of the University of Nevada Las Vegas (UNLV) invites interested parties to submit an RFP response for Collection Agency Services. The successful proposer shall provide UNLV with a solution capable of collecting on unpaid accounts.

B. The University

The University of Nevada, Las Vegas, located in the vibrant and dynamic city of Las Vegas and surrounded by the Mojave Desert, is emerging as a premier urban university. The University, which has over 220 undergraduate, masters and doctoral degree granting programs and serves over 28,000 students. Additionally, there are approximately 3,000 faculty and staff. The University's 340-acre campus is located in the southeast part of the city, near the McCarran International Airport and the Las Vegas Strip.

C. Terminology

RFP	The term "RFP" as used throughout this document will mean Request for Proposal.
PROPOSER	The terms "Proposer" as used throughout this document will mean the respondents to this Request for Proposal
CONTRACTOR	Successful Proposer(S)
CONTRACT DOCUMENTS	The Request for Proposal documents, Proposer's proposal and any mutually agreed upon written modifications
CONTRACT	Agreement
DIRECTOR	The term "Director" as used throughout this document will mean the University of Nevada Las Vegas Director of Purchasing and Contracts.
REQUEST	Request for Proposal, RFP
UNLV	University of Nevada, Las Vegas
NSHE	The Nevada System of Higher Education. NSHE is Nevada's public higher education system. It is comprised of four community colleges, one state college, two universities and one research institute.
BOARD OF REGENTS	The elective body that has been vested by the Constitution of the State of Nevada to have exclusive control and administration of NSHE. The Board of Regents is the contracting party for any NSHE contract. The Board of Regents acts on behalf of UNLV.

II. TERMS AND CONDITIONS OF PROPOSAL

A. Acceptance Period

The proposer agrees to a minimum of 120 calendar day acceptance period from the date of public opening.

B. Award

1. Award will be made to the most responsible and responsive Proposer(s). The basis of award will be determined by evaluation of items as listed in "**C. Evaluation of Proposals**" section and any other established purchasing methods that are applicable.
2. The University reserves the right to award on a multi year basis and, if in the best interest of the University, to award to multiple vendors.
3. The initial term of the contract will be one (1) year with the option to extend, at UNLV's sole discretion, for an additional three (3), one (1) year renewals by mutual agreement of both parties.
4. The Proposer is solely responsible for the content of its proposal that best meets the evaluation criteria set forth in the Request for Proposal. Previously published data in support of experience, financial or performance capability will be evaluated if such data reflects a current position and such data is submitted as a part of the response to the Request for Proposal.
5. The University reserves the right to reject any or all proposals or any part of the proposal and to waive informalities and minor irregularities in the proposals received.
6. A formal Contract will be signed by each successful Proposer and the Board of Regents of the Nevada System of Higher Education to perform this service.
7. The terms and conditions contained in the attached Agreement (ref. **Exhibit D**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit a specific list of the exceptions as part of its response to this RFP. Proposer's exceptions will be reviewed by University and may result in disqualification of Proposer's offer as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's response, then University may consider Proposer's exceptions when University evaluates the Proposer's response.
8. The Director of Purchasing reserves the right to enter into discussions with any one or all of the Proposers after proposals have been initially reviewed by the University. Such discussions will be limited to clarifications of proposal content contained in a responsive proposal and may, at the option of the Director of Purchasing, result in request for a "Best and Final" offer from Proposer(s). Any response to a "Best and Final" request shall be limited to the item(s) discussed and/or direct responses to specific questions. Such responses shall be subject to all provisions, terms and conditions as set forth in the Request for Proposal, unless otherwise modified.
9. Any governmental, state, or public entity within the State of Nevada may utilize this RFP at their option to obtain equipment or services at the RFP price throughout the term of this contract.

C. Evaluation of Proposals

At the date and time stated in this Request, all proposals will be opened publicly and the name of the respondents will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process.

An evaluation committee shall evaluate proposals based on the criteria listed below. The University reserves the right to create a “short list” of firms to be interviewed. The firms invited to interview will be evaluated again using the same criteria, but the second scoring will be based on each respondent’s presentation and discussion. At the conclusion of the evaluation, the committee will recommend firm(s) for award.

A contract will be awarded on the basis of which proposal UNLV deems best suited to fulfill the requirements of the RFP. UNLV also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirements of this RFP.

UNLV will be the sole judge as to the acceptability, for our purposes, of any and all proposals.

Proposals will be evaluated according to the evaluation criteria stated below:

Weighted Evaluation Criteria

Possible Points

1. Experience, Reliability & Stability	25 Points Possible
2. References	10 Points Possible
3. Operating Approach/Method of Performance	25 Points Possible
4. Fee Rate Form	40 <u>Points Possible</u>
	100 Total Points Possible

1. Experience, Reliability & Stability

25 Points Possible

The Proposer should provide the following information about his/her company so that the University can evaluate the Proposer’s stability and ability to support the commitments set forth in response to the RFP. The University, at its option, may require the Proposer to provide additional documentation to support and/or clarify the requested information. The Proposer’s outline of the company’s background should include:

- a) How long the company has been in business, and how long the company has been in the business of providing collection agency to public and/or higher education institutions.
- b) A brief description of the company (e.g., past history, present status, future plans, etc.). Identify the number of employees in your firm, the ownership and if the company has ever filed bankruptcy, been in loan default, or if there are any pending liens, claims or lawsuits against the firm. List companies with which you have “partnership” arrangements.
- c) Provide a statement of qualifications describing your firms’ knowledge and experience in providing collection agency services.
- d) Describe if your firm has had a contract terminated for default in the last five years. Termination for default is defined as notice to stop performance due to the Proposer’s non-performance or

poor performance or if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of their terms for default including the other parties' name, address, and telephone number. Present the Proposer's position on the matter. The University will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. Indicate if no such termination for default has been experienced by the Proposer in the past five years.

- e. Attach an annual report, 10K or other certified statement of financial condition such as a recent audited financial statement.

2. References

10 Points Possible

The Proposer should provide three (3) client references that are public and/or higher education institutions similar in size and scope to the University and requirements are similar to those specified herein. The information provided should, as a minimum, include:

Name and location of institution
Name and title of contact at institution
Telephone number of contact

Furnishing incorrect or incomplete reference information may lead to Proposer's elimination from consideration for award. The decision to eliminate a Proposer from consideration for poor reference checks, or for incorrect and/or incomplete reference information shall be at the sole discretion of UNLV and shall not be subject to appeal.

3. Operating Approach/Method of Performance

25 Points Possible

Proposals will be evaluated based on the Proposer's distinctive plan for performing the requirements of the Scope of Work. Therefore, it is extremely important that the Proposer present a detailed written narrative which demonstrates the method or manner in which the Proposer proposes to satisfy the requirements of the Scope of Work.

- 1) Explain all work and requirements necessary to accomplish the Scope of Work identified in this RFP and the anticipated level of effort. Include a complete description of the proposed approach and methodology for the services requested, all requirements, and the tasks required to accomplish the services as requested. Provide sufficient detail to convey to the evaluation committee the firms' knowledge of the subjects and skills necessary to perform the requested services.
- 2) Discuss the information and support required from UNLV to accomplish the requirements of the Scope of Work.
- 3) Identify any subcontractors or affiliates which would be used during the term of this agreement and describe their roles. Provide names, addresses and contact information.
- 4) Describe the types of services that would be provided during this agreement. Specifically address the specifications and requirements listed in the Scope of Work. The Proposer's

response should be organized into separate sections which correspond with the section titles identified in the Scope of Work.

- 5) Describe your experience in providing these types of services. Give specific examples.
- 6) Provide any other information deemed relevant by the Proposer which should be considered in evaluating the proposers operating approach/method of performance.
- 7) Provide the name, title or position, and telephone number of the individual who would have primary responsibility for the agreement resulting from this RFP.
- 8) Describe your commitment and approach to customer service for UNLV and our customers which include students.
- 9) Provide any other information deemed relevant by the Proposer which should be considered in evaluating the proposers operating approach/method of performance.

4. Fee Rate Form (In separate sealed envelope)

40 Points Possible

Proposers are instructed to provide their fees on the Fee Rate Form, Exhibit B. **Only one (1) copy of the cost proposal is needed. Please provide in a separate marked envelope and include with the original copy of the bid.**

D. Late Proposals and Modifications

Each proposal response will be date and time stamped upon arrival. Any proposals received after that date and time will not be considered and will be returned, unopened, only upon request by, and at the expense of the Proposer.

E. Preparation and Submission of Proposal

1. The proposal submitted should not exceed 25 pages. Other attachments may be included with no guarantee of review.
2. All proposals shall be typed in a font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested. **Cost MUST be submitted in a separate sealed envelope.**
3. The Proposer shall submit one (1) clearly labeled original and four(4) copies of their proposal. The name of the Proposers' firm shall be indicated on the spine and/or cover of each binder submitted.
4. All proposals must be submitted in a sealed envelope plainly marked with the name and address of the Proposer, the RFP No. and the RFP title. No responsibility will be attached to UNLV or any official or employee thereof, for the pre-opening of, post-opening of, or failure to open a proposal not properly addressed and identified.
5. Any clarification of instructions, terms and conditions, insurance or offer preparation shall be made only by the Director of Purchasing or the Purchasing Representative listed on page one of this Request for Proposal. Verbal clarifications will not be binding. Written clarifications will be by addenda and posted on the UNLV Website: www.unlv.edu/depts/purchasing/available_bids

and/or faxed to all prospective Proposers who received a copy of the RFP. Proposers who have registered with the Purchasing Desk will be notified via fax as well.

Any irregularities or lack of clarity in the RFP should be brought to the attention of the Purchasing Department Purchasing Analyst as soon as possible so an addendum may be furnished to all Proposers.

All addenda must be acknowledged on the **Proposal Response Form**. Proposal may be considered non-responsive in the event Addenda is not acknowledged.

6. Persons or firms submitting an offer for this Request are certifying that they have had no contact with an employee or member of the Nevada System of Higher Education (NSHE), in any manner which would give that company or person submitting such an offer, any advantage over any other company or person submitting an offer. Employees and members of the Nevada System of Higher Education (NSHE) shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public.

A violation of the above shall be just cause for rejection of that particular offer without further consideration.

7. All Proposers, by signing the **Proposal Response Form**, certify that they agree to the terms and conditions set forth in this RFP and attached sample contract unless otherwise stated.
8. All Proposers, by signing the **Proposal Response Form**, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

Proposals, attachments and **Proposal Response Form** shall be enclosed in sealed envelopes and addressed to:

University of Nevada, Las Vegas
Purchasing Department
4505 Maryland Parkway
Box 451033
Las Vegas NV 89154-1033.

The name and address of the Proposer and the RFP No. shall be clearly marked on the face of the envelope. If Proposer has already submitted the initial Request for Proposal response prior to receiving the addendum, addenda must be submitted in a sealed envelope and marked in the same manner as the original Request for Proposal.

9. UNLV accepts no responsibility or liability for any costs incurred by a responding firm prior to the execution of the contract.

UNLV reserves the right to contract for less than all of the services identified herein.

FAXED PROPOSALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

F. Disclosure Restrictions

1. The University acknowledges that the contents of your proposal or other information submitted to the University are subject to public release, upon request, after the Contract award.
2. The Proposer shall mark as "proprietary" those parts of its proposal that it deems confidential and proprietary. However, the Proposer is alerted that this marking is advisory only and not binding on the University. If there is a request from the public to inspect any part of the proposal so marked,

the University will advise the Proposer and request further justification in support of the "proprietary" marking. If the University determines, after receipt of the justification, that the material is releasable, the Proposer will be notified immediately.

G. Questions Concerning Proposal

Any questions regarding preparation of this proposal or submittal of information required shall be directed to:

Pamela Wortham, Contract Administrator
University of Nevada, Las Vegas
Campus Services Building, Room 235
4505 Maryland Parkway
Las Vegas NV 89154-1033
Telephone No. (702) 895-2560
Fax No. (702) 895-3859

H. Withdrawal of Proposal

Proposer(s) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening date and time, provided the request for withdrawal is submitted to the Contract Administrator in writing and in person with proper identification. Proposals must be resubmitted and time stamped in accordance with the RFP document in order to be accepted.

EXHIBIT A

SCOPE OF WORK-COLLECTION AGENCY SERVICES

Contractor will provide the following services to University:

Contractor agrees to accept for collection, upon the terms and conditions prescribed in the Agreement all unpaid accounts that the University may choose to refer to the Contractor for collection. The number and origin of these accounts and the means by which Contractor shall receive the accounts shall be determined solely by, and may be altered at the discretion of the University. These may include but not be limited to:

- National Direct Student Loan (NDSL)
- Federal Perkins Loan accounts
- Nursing Student Loan accounts (NSL)
- Health Profession Student Loan accounts (HPSL)
- Institutional loans and tuition receivable accounts
- Medical accounts (medical and dental related services)
- Miscellaneous departmental accounts receivables (parking fines, fees, bookstore charges, housing, box office etc)

Contractor shall acknowledge to the Office of Student Accounts, the receipt of all accounts referred to Contractor for collection. Contractor shall transmit this acknowledgment in a form acceptable to the University no later than seven (7) calendar days after accounts are referred to Contractor.

Contractor shall promptly undertake, through proper and lawful means, the collection of every account referred by the University without regard to the amount. Contractor agrees and warrants that all collection activities will be in conformity to existing federal, state or local laws and regulations. Contractor agrees to indemnify the University for any costs of whatever kind and nature incurred by the University as a result of any legal action against the University from the collection practices or methods of Contractor's officers, agents or employees.

Contractor shall implement thorough collection procedures in its attempt to achieve a maximum recovery of debts. Such procedures shall include telephone calls, mail efforts and skip tracing procedures whenever necessary.

Federal Loans Only – Upon request by the debtor, or as required by University, Contractor will thoroughly explain the benefits of the Perkins Rehabilitation program with the debtor and

determine a reasonable and affordable monthly payment based on the debtor's financial ability to repay. Contractor will follow the minimum payment guidelines as determined by University. Contractor will recover a completed and signed Rehabilitation Application and Agreement from the debtor. Debtors that make 12 consecutive, voluntary, on-time, monthly payments under the terms of the new agreement are considered rehabilitated. On-time payments are defined as those payments made within 15 days from their due date.

Contractor shall provide Asset Investigation / Pre-litigation review on all accounts placed for collection. Contractor shall provide University a written recommendation to forward the account to a specified attorney who will handle the litigation along with all asset collection. Once approved by University, all legal claims will be handled on a contingency fee basis. Unless otherwise agreed upon by both parties, Contractor agrees to advance the predetermined filing fee and court costs where applicable. These advanced costs will be returned to Contractor from the initial collection.

Contractor shall report delinquency status to all National Credit Reporting Agencies and be responsible for updating the status of all such accounts to the appropriate agencies on a monthly basis. University will determine the statutory date of first delinquency and provide that data to said Agency for all accounts.

Contractor shall maintain sufficient safeguards to prevent unauthorized access to information, such as secure handling and storage of all data and security password protection on any computer equipment.

Contractor shall furnish to the Office of Student Accounts, the following reports:

- A monthly Debtor Status Report detailing all active accounts
- A monthly Placement Analysis Report
- A Schedule of Aged Accounts Receivables of all active accounts submitted monthly.
- A Summary analysis (roll-up) for all active accounts on a monthly basis.
- Other reports as necessary to properly review collection efforts.
- A monthly report of accounts returned to the University which have not been converted to regular repayment status by the end of twelve (12) consecutive calendar months.

These reports shall be in a form acceptable to the University, shall include information required by the University, and be furnished at times prescribed by the University. The University requires that all reports submitted to the University list L numbers as the University account number and not individual's social security numbers unless otherwise requested. However, the website should include both L number and social security numbers since the website should be a secure site.

Contractor shall provide a monthly accounting remittance statement. This statement will reflect the previous month's collections and should be received by University no later than the 15'th working day of the following month. Such remittance should be for the entire amount collected, less Contractors fees.

Contractor shall be responsible for ensuring that the accounts are updated to reflect the amount actually past due. Contractor shall return an account to the University as soon as the delinquency has been paid. Contractor shall exercise special care to ensure that the entire principal with interest and penalties assessed and collection fees, as authorized by the Debtor's signed agreement or as otherwise authorized by law, have been paid before informing the borrower or debtor that the debt is paid in full.

Contractor shall reimburse the University for any amount which becomes uncollectible which is lost due to any act or omission of the Contractor or its officers, agents, or employees. Such acts or omissions may include, but are not limited to, accepting a compromise settlement for less than the total amount due without authorization of the University, acknowledging that a payment constitutes payment in full when in fact the loan or account is not paid in full, and failing to immediately refer any Notice of Bankruptcy to the University.

Contractor agrees to suspend action either temporarily or permanently on any account referred for collection upon notification of Bankruptcy filing and to return those accounts to the University only upon request.

No collection fees shall be paid to Contractor on accounts that are referred for collection, but on which the University receives payment prior to any collection efforts being performed by Contractor.

No collection fee shall be paid to Contractor on accounts that are deferred, postponed or canceled.

Contractor agrees to promptly cancel and return to the University all accounts on which collection activity has ceased or accounts which are requested to be returned by the University. Contractor agrees to return accounts with a record of any contacts made with the borrower including current address, telephone number, and other information that will aid in the future collection of the account. The transmission of such information is part of the service to the University that Contractor agrees to perform.

Contractor shall appoint one or two specially designated representatives who will have primary responsibility and authority for the University's accounts.

Contractor will maintain records as they pertain to said accounts in such a manner as to be auditable by the University during normal business hours. The University shall have the right to conduct such audits upon reasonable notice to Contractor. Contractor will not destroy any of the records and documents' relating to University accounts until it has received written permission to do so from the University.

Contractor shall promptly respond to complaints or inquiries transmitted to Contractor by the University which arise out of Contractor's performance of the resulting Agreement, and shall remove from any and all University accounts any of Contractor's officers, employees or agents who are engaged in questionable tactics.

Upon the termination of any resulting agreement, Contractor shall return all accounts to the University and any payments received by the Contractor after such termination date shall be sent to the University without a fee charge.

All money received for an account after the date that the account was required to be returned to the University under any provisions of any resulting Agreement shall be returned in full by Contractor to the University.

Should Contractor either fail or refuse to return an account to the University as required by any provision of any resulting Agreement, Contractor shall cease any further collection effort on the account and shall consider the account under the control of the University. Contractor shall be responsible for all costs, fees, and expenses incurred by the University in its efforts either in or out of court to obtain the return of accounts. Contractor shall also be responsible for any claims or damages that may arise from its failure or refusal to return accounts in a timely fashion.

Contractor, pursuant to Federal Regulations, agrees to comply with all applicable statutory provisions of or applicable to Title IV of the Higher Education Act of 1965.

Contractor, pursuant to Federal Regulations, agrees to comply with all applicable statutory provisions of and the Health Insurance Accountability and Portability Act of 1996 for medical related accounts sent to Contractor.

Contractor shall return to the University all accounts not converted to regular repayment status by the end of twelve (12) consecutive calendar months from date of placement with Contractor. Contractor shall provide the borrower or debtor a printed statement of account at least monthly.

All correspondence regarding addenda required due to regulatory changes should be forwarded to Office of Students Accounts.

Contractor shall not, under any circumstances, use any threats, intimidation, harassment, or any unfair collection practices in the collection of accounts or violate any guidelines established by federal, state, and local laws, regulations, and rules affecting the work and shall maintain all required protection for property, employees, and public.

Contractor shall provide collection services in accordance with the most recent applicable federal regulations. The personnel of the contractor who handle collection efforts shall be knowledgeable of and comply with the most recent applicable federal regulations, guidelines, and policy interpretations governing the federal and institutional loan programs.

EXHIBIT B
FEE RATE FORM

A. Please provide the fees to be charged the students as follows:

1st Placement: _____ %

2nd Placement: _____ %

3RD Placement: _____ %

Contingency Fee for litigation: _____ %

Percentage for other charges (not included above): _____ %

PROPOSER (Name of Company) _____

BY: _____
(Authorized Signature for Proposer)

Name: _____
(Print Name Above)

Title: _____
(Print Title Above)

Date: _____

**EXHIBIT C
PROPOSAL RESPONSE FORM**

ACKNOWLEDGMENT OF ADDENDA:

The undersigned acknowledges receipt of the following addenda:

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____
Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

The undersigned, as an authorized representative for the Company named below, acknowledges that he/she has examined this Request for Proposal including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices stated.

COMPANY NAME: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME AND TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL ADDRESS: _____ FEDERAL TAX ID NO: _____

Please check the appropriate box below.

MINORITY BUSINESS TYPE:

Minority Business Enterprise Women-Owned Business Enterprise
Physically Challenged Business Enterprise Veteran/Disabled Veteran Business Enterprise

Small Business Enterprise

Not Applicable

DEBARMENT/SUSPENSION STATUS

1. The vendor/contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.
2. The vendor/contractor agrees to provide immediate notice to UNLV's Purchasing department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this bid but prior to the award of the purchase order/contract.

LIST OF SUBCONTRACTOR(S) (if applicable)

Subcontractor Name: _____

Contact Person _____ Telephone Number _____

Description of Work _____

EXHIBIT D – SAMPLE CONTRACT

CONTRACT NO.

CONTRACT FOR PROVIDING COLLECTION SERVICES FOR THE UNIVERSITY OF NEVADA, LAS VEGAS (UNLV) CAMPUS WIDE

This CONTRACT is made and entered into on the _____ day of _____, 2008 , by and between the Board of Regents of the Nevada System of Higher Education (NSHE), on behalf of the University of Nevada, Las Vegas, (hereinafter called "UNLV") and **(INSERT NAME OF FIRM)**(hereinafter called "Contractor"), for the providing of Collection Services.

WITNESSETH:

WHEREAS, Contractor submitted a Proposal in response to UNLV's Request for Proposal No. **(INSERT NUMBER)**, and;

WHEREAS, UNLV has accepted the Contractors Request for Proposal as the one best suiting the interest of the University, and;

WHEREAS, UNLV requires the services of Contractor capable of providing Collection Services, and;

WHEREAS, Contractor is qualified to provide such services;

NOW, THEREFORE, in consideration of the premises and mutual covenants, terms, conditions, obligations, and Contracts contained herein, and other good and valuable consideration, the parties agree as follows:

The following are incorporated herein by reference and made a part of this Contract:

Enumeration:

- A. Request for Proposal No. 457-PW and all addenda issued
- B. Contractor's response to Request for Proposal No. 457-PW dated **(INSERT DATE)**

In the event of conflict among any of the preceding documents, such documents shall govern in the following order of precedence: (1) this Contract, (2) NSHE's Request for Proposal No. 457-PW, (3) **(INSERT NAME)** Request for Proposal response along with the Best and Final Offer **(IF APPLICABLE)**.

**ARTICLE I
TERM**

A. INITIAL TERM:

The term of this contract shall be one year from date of written above.

B. CONTRACT RENEWAL:

The contract may be renewed after the initial term for an additional period of three, one-year period(s) on negotiated terms and if agreed to in writing by both parties.

C. CONTRACT EXTENSION:

UNLV reserves the option to temporarily extend this Contract for up to 90 calendar days from its expiration date for any reason.

**ARTICLE II
SCOPE OF CONTRACT**

This Contract, together with all attachments, proposal documents, Appendixes, Exhibits and other appendices thereto, constitutes the entire Contract between the parties and supersedes all previous Contracts, whether written or oral between the parties with respect to the subject matter hereof, whether expressed or implied and shall bind the parties unless the same be in writing and signed by the parties. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to this Contract, except as in this Contract expressly set forth.

**ARTICLE III
AMOUNT OF CONTRACT**

The fees to be paid to Contractor for work performed under this contract shall not exceed \$_____.

All payments shall be made within thirty days of acceptance of the related invoice. Should the acceptance of such invoices be in doubt, Contractor shall not be due any interest or penalty on any unpaid amounts.

**ARTICLE IV
DEFAULT**

In case of default by the Contractor, the UNLV reserves the right to hold the Contractor responsible for any actual, consequential or incidental damages.

**ARTICLE V
LIABILITY & INDEMNIFICATION**

A. OFFICIAL, AGENT AND EMPLOYEES OF OWNER NOT PERSONALLY LIABLE

It is agreed by and between UNLV and Contractor that in no event shall any official, officer, employee, or agent of UNLV in any way be personally liable or responsible for any covenant or Contract therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

B. INDEMNIFY

Contractor, shall indemnify, defend and hold harmless Board of Regents of the Nevada System of Higher Education, its officers, employees, and agents from and against any and all liabilities, claims, losses, lawsuits, judgments and or expenses, arising either directly or indirectly from any act or failure to act by the Contractor or any of its officers or employees, which may occur during or which may arise out of the performance of this Contract.

ARTICLE VI MISCELLANEOUS PROVISIONS

A. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of this Contract. If sufficient appropriations and authorizations are not made by UNLV, this Contract shall terminate, without penalty, upon written notice being given by UNLV to the Contractor. UNLV's decision as to whether sufficient appropriations are available shall be accepted by Contract and shall be final.

B. ASSIGNS AND SUCCESSORS

The Contractor shall neither assign, transfer, nor delegate any rights, obligations, or duties under this Contract without the prior written consent of the UNLV.

C. COMPLIANCE

Vendors are required to comply with all OSHA, EPA, ADA, HIPAA, FERPA, NCAA and other relevant state and federal standards, codes and regulations that may apply.

In order that the UNLV may determine whether the Contractor has complied with the requirements of the Contract Documents, the Contractor shall, at any time when requested, submit to the UNLV, properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

D. CONFIDENTIALITY

Contractor acknowledges that it is to keep all confidential information secure and is not to disseminate or use any materials and/or data that belongs to UNLV, whether originals or copies. Contractor acknowledges that UNLV would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without UNLV prior written approval.

E. DEBARMENT/SUSPENSION STATUS

By signing the Contract, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body. Contractor agrees to provide immediate notice to UNLV's Purchasing department in the event of being suspended,

debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment during the term of this Contract.

F. EQUAL EMPLOYMENT OPPORTUNITY

By signing this Contract, Contactor certifies that it and/or its Subcontractors does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, gender, sexual orientation, age, national origin, or disability, and that it complies with all applicable Federal, State and local laws and executive orders regarding employment.

In the event Contractor or their Subcontractors are found guilty by an appropriate authority to be in violation of any Federal, State, or local law, UNLV may declare the Contractor in breach of the contract and immediately terminate said contract.

G. GOVERNING LAW

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this contract. Any and all disputes arising out of or in connection with the contract shall be litigated only in the 8th Judicial District Court in and for Clark County, State of Nevada, and Contractor hereby expressly consents to the jurisdiction of said court.

H. HEADINGS

The headings in this Contract are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof.

I. INDEPENDENT CONTRACTOR

The Contractor shall be subject to and operate under all applicable Federal, State, City and Municipal Enactment's Codes, and Ordinances and those of the State of Nevada regarding Industrial Insurance and expressly covenants and agrees that the Contractor's employees engaged on the work hereunder are not, and shall not be treated or considered as the servants and employees of the UNLV, it being the intention of the parties hereto that the Contractor shall be and remain an Independent Contractor, and that nothing herein contained shall be construed inconsistent with that status. Contractor hereby covenants and agrees to save and hold harmless the UNLV from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of such enactment's codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said enactment's codes, ordinances or otherwise.

J. MODIFICATION

No alteration, modification, amendment, or supplement to this Contract or any of its provisions shall be effective, enforceable or binding unless made in writing and duly signed by the parties.

K. NOTICES

Written notices required under this Contract shall be sent certified mail, return receipt requested, to:

Director of Purchasing
University of Nevada, Las Vegas
4505 Maryland Parkway
Las Vegas NV 89154-1033

Contractor as follows:

(INSERT NAME AND ADDRESS OF CONTRACTOR)

L. OWNERSHIP OF MATERIALS

By signing this Contract, Contractor acknowledges that any materials and/or data that may result from its efforts, as related to this Contract, are the property of the University of Nevada Las Vegas (UNLV), and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of UNLV. Contractor further acknowledges that it is acting as the Custodian of Record for all materials and/or data that may result from the Contract and that all such materials and/or data must be transmitted, in its/their original and copied form, to UNLV within 72 hours of UNLV request to do so, and that its role as Custodian of Record shall remain as long as it has in its possession any such referenced materials and/or data.

M. TAXES, LICENSES AND PERMITS

It is the Contractor's responsibility for securing all required licenses, permits, franchises, lawful authority and insurance necessary for the proper execution and completion of the work involved.

The Nevada System of Higher Education is exempt from paying state, local and federal excise taxes.

N. TERMINATION

UNLV shall have the right at any time to terminate further performance of this contract, in whole or in part, for any reason. Such termination shall be effected by written notice from UNLV to the Contractor, specifying the extent and effective date of the termination. On the effective date of the termination, the Contractor shall terminate all work and take all reasonable actions to mitigate expenses. The Contractor shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by UNLV. In the event of such termination, UNLV agrees to pay the Contractor within thirty (30) calendar days after acceptance of invoice.

O. SEVERABILITY

In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this Contract unimpaired, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

P. USE OF UNIVERSITY NAME AND/OR LOGO IN ADVERTISING

Contractor acknowledges that it cannot use the name of the Board of Regents of the Nevada System of Higher Education (NSHE), University of Nevada, Las Vegas (UNLV), or Nevada State College (NSC) logo or any other related name in the performance of its services, in its advertising, or in the production of any materials related to this Contract, without the prior written approval of UNLV.

Q. WAIVER

A failure or delay of either party to enforce at any time any of the provisions of this contract shall not be construed to be a waiver of a party's right to enforce strict compliance of such provisions(s) of this Contract.

R. ENTITIES AUTHORIZED TO USE THIS BID

Any governmental entity within the County of Clark, Nevada, may utilize this bid at their option to obtain equipment or services at the bid price throughout the term of this contract. If extensive use is anticipated, this bid will identify the specific entity and their estimated usage.

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

(TYPE IN NAME OF CONTRACTOR)

APPROVED:

BY:

(TYPE IN NAME OF CONTRACTOR) Date
**THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ACTING
ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS**

RECOMMENDED:

BY:

TYPE IN NAME & TITLE OF PERSON FROM DEPARTMENT Date
AUTHORIZED TO SIGN

APPROVED:

BY: _____
Gerry J. Bomotti, Senior Vice President for Finance & Business Date

EXHIBIT E

SAMPLE AGREEMENT

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement is entered into and made part of the contract between the Board of Regents of the Nevada System of Higher Education, for and on behalf of University of Nevada, Las Vegas (hereinafter "School"), and (Contractor), identified as a "Business Associate" in this Agreement, and is effective as of _____. This Agreement shall be considered a part of, or an addendum to, the contract between the parties dated _____ and any modifications, renewals, or extensions of the Contract (the "Contract").

RECITALS

- A. School desires to disclose, or provide access to, certain health information to Business Associate pursuant to the terms of the Contract. This health information may constitute Protected Health Information, which is defined in 45 CFR 164.501 ("PHI"). In this Agreement, PHI is limited to information created or received by Business Associate from or on behalf of School.
- B. School and Business Associate intend to protect the privacy and provide for the security of any PHI disclosed to Business Associate in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated by the U.S. Department of Health and Human Services (the "HIPAA Regulations").
- C. As part of the HIPAA Regulations, the Privacy Rule (defined as that part of the HIPAA Regulations in 45 CFR Parts 160 and 164 and any state laws that provide more stringent standards), requires School to enter into a contract with Business Associate prior to the disclosure of PHI.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement and the consideration flowing from the Contract and its continuation, the parties agree as follows:

1. **Definitions.** To the extent any of the terms used in this Agreement require definition or interpretation, such as the terms "business associate", "hybrid covered entity", "data aggregation", "designated record set", "health care operations"
2. **Obligations of Business Associate.**

- a. **Use and Disclosure of PHI.** Business Associate shall not use or disclose PHI except for the purpose of performing Business Associate's obligations under the Contract and as permitted under the Contract and this Agreement, or where disclosure is required by law. Business Associate shall not use PHI in any manner that would constitute a violation of the Privacy Rule if so used by School. Unless otherwise informed, Business Associate should assume that School intends to use and disclose PHI only for treatment, payment and operations, and is not authorized to use PHI for any other purpose. Business Associate will comply with School's Notice of Privacy Practices, to the extent a copy has been provided to Business Associate.
- b. **Disclosure to Others.** To the extent that it is necessary for Business Associate to disclose PHI to a third party, such as an agent or subcontractor, Business Associate must obtain an agreement with the third party, prior to making any disclosure, that third party will abide by the same restrictions and obligations in this Agreement. This includes, among other things, obligations to maintain confidentiality, to make certain records available in compliance with the Privacy Rule, and to report disclosures in violation of the Privacy Rule.
- c. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of PHI except as permitted by this Agreement.
- d. **Reporting of Improper Use or Disclosure.** Business Associate shall report to School in writing of any use or disclosure of PHI in violation of the Contract or this Addendum within five (5) days of becoming aware of such use or disclosure. Business Associate shall also take measures, to the extent practicable, to mitigate any known harmful effect of such an improper disclosure, or alternatively, if requested by School, will cooperate with School in mitigating any known harmful effects.
- e. **Access to Protected Information and Amendment.** If Business Associate, or its agents or subcontractors, has PHI in a designated record set, Business Associate shall make such information available to School or designated individuals for inspection and copying within fifteen (15) days of a request to enable School to fulfill its obligations under the Privacy Rule, including 45 CFR Section 164.524. In addition, within fifteen (15) days of receipt of a request from School, Business Associate, or its agents or subcontractors, shall make such PHI available to School for amendment and incorporate any such amendment to enable School to fulfill its obligations under the Privacy Rule, including 45 CFR Section 164.526.
- f. **Accounting Rights.** Business Associate agrees to account for all disclosures of PHI as required by the Privacy Rule, commencing on the later of April 14, 2003

or the date of this Agreement, and to maintain such records for at least six (6) years. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. Within fifteen (15) days of notice by School of a request for an accounting of disclosures of PHI, Business Associate, or its agents or subcontractors, shall make available to School the information required to provide an accounting of disclosures to enable School to fulfill its obligations under the Privacy Rule, including 45 CFR Section 164.

- g. **Access to Records.** Business Associate shall make its facilities, systems, policies and procedures, internal practices, books and records relating to the use and disclosure of PHI available to School and to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Business Associate's compliance with the Privacy Rule. In connection with any compliance audit by School or its agents, such records shall be made available within fifteen days (15) of a request.

3. **Termination.**

- a. **Material Breach.** A breach by Business Associate of any material provision of this Agreement shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract. At School's election, Business Associate may be provided with an opportunity to cure the breach.
- b. **Effect of Termination.** Upon termination of the Contract for any reason, Business Associate shall, at the option of School, return or destroy all PHI that Business Associate or its agents or subcontractors still maintain in any form. If return or destruction is not feasible, as determined by School, Business Associate shall continue to extend the protections of this Agreement to such information.

5. **Liability.** To the extent a lawsuit or claim of any type is made against School, alleging violation of HIPAA by Business Associate, or its agents or subcontractors, Business Associate will indemnify, defend and hold harmless School from any damages or costs pertaining to the lawsuit or claim.

6. **Amendment.** The parties agree to amend this Agreement where necessary to comply with HIPAA and any modifications in the Regulations pertaining to Business Associates.

7. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer any right on any person or entity apart from the parties themselves.

8. **Interpretation.** The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule.

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

(Contractor)

APPROVED:

BY:

Date

**THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ACTING
ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS (UNLV)**

RECOMMENDED:

BY:

(AUTHORIZED USER DEPARTMENT) Date

APPROVED:

BY:

Gerry J. Bomotti Senior VP for Business and Finance Date