

CLARK COUNTY, NEVADA
COLLECTION AGENCY SERVICES
RFP NO. 606296-22

HARRIS & HARRIS, LTD.

NAME OF FIRM

Vince LoBianco, Director of Business Development

DESIGNATED CONTACT, NAME AND TITLE
(Please type or print)

111 West Jackson Boulevard, Suite 400
Chicago, Illinois 60604-4135

ADDRESS OF FIRM
INCLUDING CITY, STATE AND ZIP CODE

(312) 251-2300

(AREA CODE) AND TELEPHONE NUMBER

(312) 802-0020

(AREA CODE) AND FAX NUMBER

Vlobianco@HarrisCollect.com

E-MAIL ADDRESS

COLLECTION AGENCY SERVICES

This Contract is made and entered into this _____ day of _____ 2023, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and HARRIS & HARRIS, LTD. (hereinafter referred to as PROVIDER), for Collection Agency Services (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT; and

WHEREAS, PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from date of award through December 31, 2023 with the option to renew for 4, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for up to an additional three (6) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) in accordance with Exhibit A1 – Fee Schedule, incorporated herein by this reference. COUNTY'S obligation to pay PROVIDER cannot exceed the percentage amounts noted therein. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Progress

PROVIDER will be entitled to periodic payments for work completed in accordance with the completion of tasks indicated in the Scope of Work (Exhibit A).

C. Terms of Payments

1. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY.
2. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
3. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.

4. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
5. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
6. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
7. Invoices shall be submitted to: Las Vegas Justice Court, 200 Lewis Avenue, 2nd Floor, Las Vegas, Nevada 89155, Attention: Finance Division.
8. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.

D. COUNTY'S Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COUNTY'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to PROVIDER.

SECTION III: SCOPE OF WORK

Services to be performed by PROVIDER for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time, by written amendment, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in PROVIDER'S cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of PROVIDER for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.
- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER will follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by PROVIDER, without prior written approval of COUNTY.
- B. Approval by COUNTY of PROVIDER'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER'S subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY'S approval of PROVIDER'S request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Las Vegas Justice Court Administrator, Las Vegas Justice Court telephone number (702)671-3100 or email LVJCAAdministration@clarkcountynv.gov or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.
- B. If PROVIDER'S performance of services is delayed or if PROVIDER'S sequence of tasks is changed, PROVIDER shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.
- C. In the event that PROVIDER fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted in writing by COUNTY or fails to execute the work, or any separable part thereof, with such diligence as will ensure its completion within the time specified in the Contract or any extensions thereof, PROVIDER shall pay to COUNTY as liquidated damages the sum of **\$100** for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by COUNTY in completing the work.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) business days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than ten (10) calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after PROVIDER is given:
 - i. not less than ten (10) calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY'S convenience, COUNTY shall pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of PROVIDER'S default.
 - b. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
 - c. If after termination for failure of PROVIDER to fulfill contractual obligations it is determined that PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of PROVIDER assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER'S control.

SECTION X: INSURANCE

- A. PROVIDER shall obtain and maintain the insurance coverage required in Exhibit D incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Exhibit D and shall include the cost of the insurance coverage in their prices.
- B. If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: Las Vegas Justice Court
Attn: Court Administrator
200 Lewis Avenue, 2nd floor
Las Vegas, NV 89101

TO PROVIDER: Harris & Harris, Ltd.
Government Service Division
111 West Jackson Boulevard, Suite 400
Chicago, IL 60604-4135

SECTION XII: MISCELLANEOUS

A. Independent Contractor

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

B. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, PROVIDER agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. Non-Discrimination/Public Funds

The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.

D. Assignment

Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and their employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of PROVIDER or the employees or agents of PROVIDER in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by PROVIDER or any agent or representative of PROVIDER to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against PROVIDER as it could pursue in the event of a breach of this Contract by PROVIDER; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by PROVIDER in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this Contract by PROVIDER is subject to review by COUNTY to ensure contract compliance. PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract.

I. Covenant

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

J. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

K. ADA Requirements

All work performed or services rendered by PROVIDER shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by PROVIDER is for COUNTY'S information only.

M. Disclosure of Ownership Form

PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

N. Authority

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

O. Force Majeure

PROVIDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. PROVIDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

P. Severability

If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.

Q. Non-Endorsement

As a result of the selection of PROVIDER to supply goods or services, COUNTY is neither endorsing nor suggesting that PROVIDER'S service is the best or only solution. PROVIDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

R. Public Records

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.

S. Companies that Boycott Israel

PROVIDER certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, 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 Israel; or 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. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or 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.

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

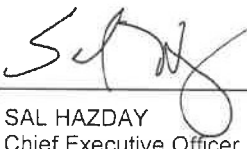
COUNTY:

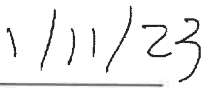
CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

DATE

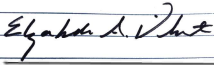
PROVIDER:
HARRIS & HARRIS, LTD./

By: 
SAL HAZDAY
Chief Executive Officer



DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: 
ELIZABETH A. VIBERT
Deputy District Attorney

Feb 13, 2023

DATE

EXHIBIT A COLLECTION AGENCY SERVICES SCOPE OF WORK

1. Definitions

Agency	The licensed Collection Agency providing collection services for COUNTY.
Court	Las Vegas Justice Court
Court Project Manager	Las Vegas Justice Court Administrator is designated to act on behalf of Court regarding routine matters arising under or relating to the performance of this Contract.
Deliverable	Any report, software, hardware, data, documentation, or other tangible item that the Agency is required to provide to COUNTY under the terms of a Contract.
Odyssey	Odyssey is the Courts Case Management System (CMS).
First Party Debt	Receivables management services on assigned delinquent cases
Non-Exclusive Contract	A Contract under which COUNTY agrees to use an Agency to fulfill all or part of COUNTY'S total requirement for Collection Services.
Primary Collections	Collection on receivables not previously placed with other agencies.
Secondary Collections	Collection on receivables that have been previously placed with an outside Agency.
Third Party Collections	Collection services on assigned delinquent defendant cases and credit bureau reporting of assigned delinquent defendant cases on behalf of COUNTY.

2. First Party Debt Receivables Management

- A. Agency shall provide first party receivables management service for traffic cases. Court, at its sole discretion, may require Agency to provide services for delinquent misdemeanor criminal and civil penalties, credit card chargebacks for fine and fees, and for returned checks for the Justice Court. The cases assigned to the Agency will be identified by the Court as delinquent. The Court reserves the right to request first party debt receivable management services on any misdemeanor criminal or traffic case regardless of warrant status. Such services shall be provided in accordance with all the terms and conditions of this Contract. The services to be performed by the Agency include, but are not limited to:
 - i. Appropriate data related to cases assigned to the Agency will be transmitted securely and entered into the Agency's database system within 12 hours of transmission from the Court. Agency will have an automated process in place to load cases received.
 - ii. Maintain a historical and transactional database, which is timely, accurate and can easily be audited by the Court. Agency will grant Court secure online access to Agency case information.
 - iii. Adhere to all Federal requirements including but not limited to the Fair Debt Collection Practices Act (FDCPA).
 - iv. Adhere to all state requirements as found in Nevada Revised Statutes (NRS).
 - v. Adhere to nationally accepted professional standards for customer service and collection services professionals.
 - vi. Agency will describe process of collection efforts, timing of letters sent, number of calls attempted and timing of the calls. Agency will describe process of collection efforts, including types of letters sent to the customer, frequency of letters sent, number of calls attempted from when the case is first received to when case is paid in full. Court reserves the right to approve all correspondence sent by the Agency.
 - vii. Make multiple attempts to contact each debtor with a valid phone number during the first week of assignment of the cases to the Agency. Thereafter, telephone attempts will be made as frequently as is necessary to obtain case resolution. All calls made by the Agency will be scripted to the satisfaction of the Court. All telephone contact attempts must be documented along with the results and outcome of such attempts.
 - viii. Agency to describe in detail skip tracing procedure methodology. Agency will notify court of contact attempts on assigned cases through a combination of automated and manual tools, and data enhancement services available to the Agency.
- B. Collections shall be defined as any payment received by the Court.
- C. Agency may be assigned to those cases of unsuccessful prior collection attempts by the Court or previous agencies.
- D. Agency will not have the power to negotiate for the Court with a client beyond any guidelines provided by the Court.

- E. Agency will contact Court designated staff for assistance on disputed cases if resolution of the issue cannot be obtained.
- F. Agency will make available within 3 business days any audio/recordings of conversations between defendants or third parties for any case/account when requested by the Court Project Manager.
- G. Agency will allow court staff, at the discretion of the Court Project Manager, to monitor conversations between Agency staff and defendants or third parties regarding assigned cases for quality assurance to assure Court requirements and guidelines are being followed.
- H. Agency understands and accepts that defendants maintain their right to appear in Court subsequent to any assignment of their case to the Agency and the Court maintains its inherent right to adjudicate and exercise judicial discretion over any case assigned to the Agency and the Court may resolve any case assigned to the Agency as the Court deems appropriate.
- I. Agency shall have read-only access to the Court Case Management System and then only such access that is necessary to resolve assigned cases.
- J. Once all first party receivables management services have been completed or within 121 days from transmission of the assigned cases, all resolution efforts have been exhausted, and the Court determines the cases to be non-resolvable under the first party receivable management program, the case can be transferred to third party receivables.

3. Third Party Collection Agency Services

- A. Agency shall provide third party Collection Agency Services for the Las Vegas Justice Court for traffic cases. Court, at its sole discretion, may require Agency to provide services for delinquent misdemeanor criminal and civil penalties, credit card chargebacks for fine and fees, and for returned checks for the Justice Court. Generally, cases assigned to the Agency will be a minimum of 121 days delinquent. The Court reserves the right to request third party debt receivable management services on any delinquent outstanding traffic and/or criminal cases. This includes cases where customer was making monthly payments on case in 1st party but is 90 days delinquent from last payment due date. Such services shall be provided in accordance with all the terms and conditions of this Contract. The services to be performed by the Agency include, but are not limited to:
 - i. Appropriate data related to cases assigned to the Agency will be transmitted securely and entered into the Agency's database system within 12 hours of transmission from the Court. Agency will have an automated process in place to load cases received.
 - ii. Maintain a historical and transactional database, which is timely, accurate and can easily be audited by the Court. Agency will grant Court secure online access to Agency case information.
 - iii. Adhere to all Federal requirements including but not limited to the Fair Debt Collection Practices Act (FDCPA).
 - iv. Adhere to all state requirements as found in Nevada Revised Statutes (NRS).
 - v. Adhere to nationally accepted professional standards for customer service and collection services professionals.
 - vi. Agency will describe process of collection efforts, timing of letters sent, number of calls attempted and timing of the calls. Agency will describe process of collection efforts, including types of letters sent to the customer, frequency of letters sent, number of calls attempted from when the case is first received to when case is paid in full. Court reserves the right to approve all correspondence sent by the Agency.
 - vii. Make multiple attempts to contact each debtor with a valid phone number during the first week of assignment of the cases to the Agency. Thereafter, telephone attempts will be made as frequently as is necessary to obtain case resolution. All calls made by the Agency will be scripted to the satisfaction of the Court. All telephone contact attempts must be documented along with the results and outcome of such attempts.
 - viii. Agency to describe in detail skip tracing procedure methodology. Agency will notify court of contact attempts on assigned cases through a combination of automated and manual tools, and data enhancement services available to the Agency.
- B. Collections shall be defined as any payment received by the Court.
- C. Agency may be assigned to those cases of unsuccessful prior collection attempts by the Court or previous agencies.
- D. Agency will not have the power to negotiate for the Court with a client beyond any guidelines provided by the Court.
- E. Agency will contact Court designated staff for assistance on disputed cases if resolution of the issue cannot be obtained.
- F. Agency will make available within 3 business days any audio/recordings of conversations between defendants or third parties for any case/account when requested by the Court Project Manager.
- G. Agency will allow court staff, at the discretion of the Court Project Manager, to monitor conversations between Agency staff and defendants or third parties regarding assigned cases for quality assurance to assure Court requirements and guidelines are being followed.

- H. Agency understands and accepts that defendants maintain their right to appear in Court subsequent to any assignment of their case to the Agency and the Court maintains its inherent right to adjudicate and exercise judicial discretion over any case assigned to the Agency and the Court may resolve any case assigned to the Agency as the Court deems appropriate.
- I. Agency shall have read-only access to the Court CMS and then only such access that is necessary to resolve assigned cases.
- J. Agency will provide continuing coverage of associates at windows during normal Court hours.
- K. Once all third-party Agency services have been exhausted pursuant to the Agency collection methodology and guidelines set by the Court, the cases shall be closed and returned to the Court as impossible or impracticable to collect.

4. Deliverables

- A. Agency shall provide a monthly activity report of cases referred by the Court by Collection type, showing amounts due, recovery rates, amounts collected, current status (active or closed), aging of receivables and the date the case was received by the Agency. The Agency shall transmit the report electronically to the Court Project Manager by the 15thth of the month following the month reported.
- B. Agency will provide Court with reporting services including detailed information on cases including transaction history on cases. Agency will also provide daily reconciliation files containing all active cases, balance on cases and current collection status on case. Agency to describe online reporting capabilities on your secure site available to the Court.
- C. Agency's management and staff shall meet periodically with court personnel, upon request, to discuss the services performed under the Contract. The Agency and the Court shall mutually establish routine written procedures, within the general scope of work, for handling the collection services. The Court retains the right of final approval for any written procedures developed by the Agency and training materials prior to their initiation. The procedure shall include, but not limited to, a copy of the Agency's procedures, a written plan for the flow of each type of case, Court guidelines and options for case resolution, defendant telephone attempts, defendant contacts and any other correspondence. At a minimum, the Agency shall maintain a file on each delinquent account containing a record or any and all telephone calls, letters and any other contracts made with the debtor or a third party regarding the delinquent account(s) available to the Court upon request.

5. Administrative Requirements

- A. Agency shall keep all resulting contract records separate and make them available for audit to the Court personnel or any of its duly authorized agents upon request. The Agency shall make available to the Court all records pertaining to the resolution of cases immediately upon receipt of written request, and such records shall remain available to the Court. The Agency shall also provide the Court complete access, with or without prior notification, to any facilities including any subcontractors, or any portion of the Agency's work is being performed under this Agreement.
- B. Agency's officers, partners, associates and employees will cooperate with the Court in the performance of services under this Contract and will be available for consultation with the Court at such reasonable times with advanced notice so as to not conflict with their other responsibilities.

6. Performance and Quality Requirements

- A. Agency shall be responsible for the professional quality, technical quality, timely completion, and coordination of the services furnished by the Agency subcontractors, consultants, their principals, the Agency's officers, employees and agents.
- B. Adhere to all Federal requirements including but not limited to the Fair Debt Collection Practices Act (FDCPA) and Federal Information Security Modernization Act (FISMA).
- C. All state requirements as found in Nevada Revised Statutes (NRS), including but not limited to, NRS 649 – Collection Agencies.
- D. Licensed in all 50 states and US Territories.
- E. Standards of quality customer service and respect for human dignity will be maintained at all times when dealing with Court's Customers.
- F. Adhere to nationally accepted professional standards for customer service and collection services professionals.
- G. Agency will conduct business in a manner that supports the organization's mission, vision and core values
- H. Court's assigned collection accounts shall not be co-mingled with other clients and will not be outsourced to a third party collection agency or to a foreign country.
- I. Agency's uses of demographics for any purpose other than to collect a Court's account is prohibited.
- J. Agency does not have the authority to assess any additional fees other than those approved by the Courts
- K. Agency Training:

- i. Throughout the terms of the contract, the agency will be responsible for the initial and quarterly training of all representatives associated with the collection of Court accounts. Mandatory training must include all applicable laws, policies and regulations governing collection practices.
- L. Concerns and Disputes Registered by Guarantor:
 - i. Agency will be responsible for resolving customer concerns/disputes presented to them in written form, within 5 business days from date concern/dispute.
 - ii. Response to the concern/dispute will be in like form with copy to Court.
 - iii. Agency's failure to respond to written concerns/disputes in the prescribed time could place Court at risk. Should this transpire, the offending agency will be considered non-responsive voiding the contract.

7. Personnel

- A. Agency shall assign a qualified manager to act as Agency Project Manager to oversee the Court's assigned collection accounts. The Agency Project Manager shall be the primary point of contact for all issues involving payments, quality, service complaints, and other matters arising under this Contract. The Agency Project Manager shall be available to meet with the Court Project Manager to discuss Contract status or issues as the need arises. The Agency Project Manager must be a "manager" as defined in NRS 649. The Agency's associates and employees shall serve under the personal supervision of the Agency Project Manager.
- B. Agency shall assign an on-site Agency staff person to process all payments received by the Agency. Agency shall provide continual staffing coverage throughout the entire Court customer service business hours, which are Monday through Friday, excluding County holidays. Failure to comply with the foregoing, Court, at its sole discretion, will recall any customer account from collection and Court will collect any payments due from said customer(s) made on County Property, in the absence of the Agency. Agency will not receive any compensation for payments collected by the Court due to the foregoing circumstances.
- C. Agency will be responsible for providing a Payment Card Industry (PCI) compliant Point of Sale (POS) device. This is the only allowed method for on-site credit card transactions. The Agency shall be responsible for managing and monitoring the device in accordance with PCI standards and will be required to perform the annual audit in accordance with PCI Data Security Standard Self-Assessment Questionnaire B.
- D. Agency shall be responsible for maintaining satisfactory standards of employee competence, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the Agency fails to remove an employee from the work whom the Court deems incompetent, careless or insubordinate, or whose continued employment and the work is deemed by the Court to be contrary to the public interest, the Court reserves the right to require, in writing, such removal as a condition of performance of the Contract.
- E. Agency shall ensure that all personnel performing work under this Contract possess appropriate licenses and/or registrations required under state or local law, for the particular services being performed. The Agency shall provide evidence of such licenses or registrations when requested by the Court, and failure to maintain such licenses or registrations is considered a material breach of this Contract and will subject the Agency to termination.

8. Security Requirements

Agency shall comply with the requirements of the Federal Bureau of Investigation Criminal Justice Information Services Security Policy and shall be subject to routine audits by the Court to ensure compliance. (See attached addendums: Exhibit 2 "Federal Bureau of Investigation Criminal Justice Information Services Security Addendum" and Exhibit 3 "Federal Bureau of Investigation Criminal Justice Information Services Security Addendum Certification").

9. Technical Specifications

- A. Agency will have a representative on-site at a Court designated window to take payments from customers and answer any question the customer has regarding their case in collections.
 - i. All Agency personnel on-site at the Court will be required to submit and successfully pass SCOPE or NCIC fingerprint and background check and any other applicable security requirement deemed necessary by Courts.
- B. Agency shall document what types of automated means of payments accepted. (e.g. Web/IVR)
- C. Standard Odyssey jobs will be utilized for importing of collection agency payments and credits.
 - i. Specified formatting of files.
- D. Cases can be recalled from any collections status at any point at the discretion of the Court.
 - i. Includes below scenarios:
 - a. Recalling cases from 3rd party to 1st party.
 - b. Recalling cases from 1st party collections back to the Court.
 - c. Recalling cases from 3rd party collections back to the Court.
- E. Agency shall provide a secure FTP site for all data transfer between Agency and Court.

- F. Court can send any delinquent case to Agency.
 - i. Send directly to 3rd party collections.
 - ii. Send to 1st party collections.
- G. Agency is responsible for sending 1st and 3rd party collection notices.
 - i. Court given right to review/define notice content for approval.
 - ii. Court will send payment reminder notices when telephone or email contact information is available prior to assignment of case for 1st and 3rd party collections.
- H. Court will define time period cases go into 1st party collection status and when cases move from 1st party to third party collections.
 - i. At time of delinquency as established by the Court, case sent to 1st party collections.
 - ii. At 121 days delinquent, case sent to 3rd party collections if no activity.
 - iii. 1st party cases 90 days delinquent from last payment sent to 3rd party collections.
- I. Agency to provide Court with a daily reconciliation file. File should be reflection of the previous days account balance.
 - i. Information file should contain:
 - a. All active cases.
 - b. Current collection status on each case.
 - c. Current balance on each case.
- J. Daily automated process for Agency to request warrant issues/recalls on cases.
 - i. Agency will send 1 file for warrant issues.
 - ii. Agency will send 1 file for warrant recalls.
 - iii. Court reserves the right to set/change guidelines for reissuing warrants at any point to comply with Nevada law.
- K. Court will define to Agency the 1st and 3rd party collections processes and data exchange requirements. Failure for Agency to comply with the foregoing requirement will result in termination of the Contract.
- L. Court will utilize the standard Odyssey Collections Interfaces to send and receive individual transactions for the previous day.
 - i. From Court to Agency – any changes to existing accounts and any new accounts
 - ii. From Agency to Court
 - a. Any payments to the Court
 - b. Any credits reflecting Agency portion of the collected transaction
- M. Log Successful Contacts
- N. Payment /PCI Information
- O. Remittance of Collections Received
- P. Additional Action Items: Estimated quantity and number of accounts being assigned to Agency

**EXHIBIT A-1
FEE SCHEDULE**

Item No.	Description of Services	Period of Performance				
		Initial Term	1 st Renewal Term	2 nd Renewal Term	3 rd Renewal Term	4 th Renewal Term
1	First Party Collection Fees:					
	Court will pay Agency the following percentage of all recoveries from assigned accounts, as follows:	6.95%	6.95%	6.95%	6.95%	6.95%
2	Any additional costs:					
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$

Item No.	Description of Services	Period of Performance				
		Initial Term	1 st Renewal Term	2 nd Renewal Term	3 rd Renewal Term	4 th Renewal Term
1	Third Party Collection Fees:					
	Court will pay Agency the following percentage of all recoveries from assigned accounts, as follows:	8.25%	8.25%	8.25%	8.25%	8.25%
2	Any additional costs:					
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$

EXHIBIT B - INFORMATION SERVICES SECURITY ADDENDUM
FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority.

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

EXHIBIT C - INFORMATION SERVICES SECURITY ADDENDUM CERTIFICATION
FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE
FEDERAL BUREAU OF INVESTIGATION

CRIMINAL JUSTICE INFORMATION SERVICES

SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

**EXHIBIT D
COLLECTION AGENCY SERVICES
INSURANCE REQUIREMENTS**

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability. PROVIDER'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** PROVIDER'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. ***If the deductible is "zero" it must still be referenced on the certificate.***
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. ***A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- H. **Automobile Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by PROVIDER and **any auto** used for the performance of services under this Contract. ***A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- I. **Professional Liability:** PROVIDER shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.
- J.
- K. **Workers' Compensation:** PROVIDER shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- L. **Failure to Maintain Coverage:** If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract.
- M. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.

- N. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- O. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- P. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- Q. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. PROVIDER'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (G) Policy Number
 - (H) Policy Effective Date
 - (I) Policy Expiration Date
 - (J) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (K) Policy Number
 - (L) Policy Effective Date
 - (M) Policy Expiration Date
 - (N) Aggregate (\$1,000,000)
 8. Description: RFP Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 9. Certificate Holder:
Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
 10. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:	
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.): BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
INSURED 2. PROVIDER'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	3.
	INSURER B:	Company's
	INSURER C:	Best
	INSURER D:	Key Rating
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
4.	GENERAL LIABILITY			(A)	(B)	(C)	EACH OCCURRENCE \$(D) 1,000,000
							PERSONAL & ADV INJURY \$(G) 1,000,000
							GENERAL AGGREGATE \$(H) 2,000,000
							DEDUCTIBLE MAXIMUM \$ 25,000
5.	AUTOMOBILE LIABILITY			(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident) \$(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM \$ 25,000
	<input type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS \$
<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below						OTHER \$	
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT \$
							E.L. DISEASE - E.A. EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE \$(Q) 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

8. RFP NO. 606296-22; COLLECTION AGENCY SERVICES.**9. CERTIFICATE HOLDER**

CLARK COUNTY, NEVADA
C/O PURCHASING AND CONTRACTS DIVISION
GOVERNMENT CENTER, FOURTH FLOOR
500 S. GRAND CENTRAL PARKWAY
P.O. BOX 551217
LAS VEGAS, NV 89155-1217

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

10. AUTHORIZED REPRESENTATIVE

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFP NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,
(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as RFP No. 606296-22, entitled COLLECTION AGENCY SERVICES;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this Contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT E
SUBCONTRACTOR INFORMATION

DEFINITIONS:

- MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.
- DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.
- EMERGING SMALL BUSINESS (ESB): Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with CONTRACT:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
 ☐ DVET ☐ ESB

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
 ☐ DVET ☐ ESB

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
 ☐ DVET ☐ ESB

☐ No MBE, WBE, PBE, SBE, VET, DVET, or ESB subcontractors will be used.