

**CLARK COUNTY
REQUEST FOR PROPOSAL**

**RFP NO. 602418-11
ELECTRONIC PAYMENTS PROCESSOR**



FINANCE DEPARTMENT
Purchasing and Contracts Division

CONFIRMATION FORM
for
RECEIPT OF RFP NO. 602418-11

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.

SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO. RFP NO. 602418-11 RFP PAGES: 88
DESCRIPTION: ELECTRONIC PAYMENTS PROCESSOR

SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

FAX THIS CONFIRMATION FORM TO: (702) 386-4914
TYPE or PRINT CLEARLY



Department of Finance Purchasing and Contracts

500 S Grand Central Pky 4th Fl • Box 551217 • Las Vegas NV 89155-1217
(702) 455-2897 • Fax (702) 386-4914

George W. Stevens, Chief Financial Officer • Yolanda T. King, Director of Budget & Financial Planning
Yolanda C. Jones, C.P.M., CPPO, Purchasing Manager

CLARK COUNTY, NEVADA

REQUEST FOR PROPOSAL

RFP NO. 602418-11
ELECTRONIC PAYMENTS PROCESSOR

The RFP package is available as follows:

- Internet – Visit the Clark County Purchasing and Contracts Division website at <http://www.ClarkCountyNV.gov/Purchasing>. Click on “Current Opportunities” and locate Document No. 602418 in the list of current solicitations.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Pre-Proposal Conference will be held on **March 29, 2012 at 1:00 p.m.**, at the Clark County Government Center, 500 South Grand Central Parkway, Information & Technology Department, Third Floor. Las Vegas, Nevada 89106, in the Canyon Conference Room. If your firm is unfamiliar with the County Request for Proposal (RFP) procedures and would like to obtain training on the submittal process for this RFP, please contact Chetan Champaneri, Purchasing Analyst II, at (702) 455-2729 no later than **Wednesday, March 28, 2012**, and a training session will be provided immediately following the pre-proposal conference referenced above.

Proposals will be accepted at the Clark County Government Center 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, Nevada 89106, on or before **April 30, 2012 at 3:00:00 p.m.**, based on the time clock at the Clark County Purchasing and Contracts front desk.

PUBLISHED:
Las Vegas Review Journal
March 16, 2012

BOARD OF COUNTY COMMISSIONERS
SUSAN BRAGER, Chair • STEVE SISOLAK, Vice-Chair
LARRY BROWN • TOM COLLINS • CHRIS GIUNCHIGLIANI • MARY BETH SCOW • LAWRENCE WEEKLY
DONALD G. BURNETTE, County Manager

GENERAL CONDITIONS
RFP NO. 602418-11
ELECTRONIC PAYMENTS PROCESSOR

1. TERMS

The term "OWNER," as used throughout this document will mean the Clark County (home of Las Vegas) Nevada. The term "BCC" as used throughout this document will mean the Board of County Commissioners which is the Governing Body of Clark County. The term "CHIEF FINANCIAL OFFICER" as used throughout this document will mean the Clark County Chief Financial Officer or his designee responsible for the Purchasing and Contracts Division. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. INTENT

A. **Executive Overview**

Clark County ("County") Nevada seeks an electronic payments processor ("Processor") capable of handling credit and debit cards and electronic checks through multiple payment channels. Those payment channels include websites, Interactive Voice Response (IVR) systems, over-the-counter (card-swipe) terminals, kiosks, and mobile computing devices (MCD), with the ability to adapt to evolving technologies. This Request for Proposal (RFP) details the minimum requirements gathered from interested payment processing departments in the County.

B. **Program Objectives**

Obtain a secure, and low-cost electronic payments Processor to provide merchant services on behalf of participating Clark County Departments. Please note that Clark County does not guarantee processor exclusivity. Payments will pass through to our contracted merchant bank as quickly as possible. It is essential to provide a variety of payment processes at the lowest possible cost to our citizen constituents, customers, and clients (collectively referred to as "Customers").

C. **Clark County Electronic Payments Program Intent**

Clark County intends to broaden the available payment options to all Customers across the participating Departments. We intend to increase the use of websites linked to our departmental business applications, implement Interactive Voice Response (IVR) systems for payments, install and use Kiosks where appropriate (such as Parks and Recreation locations), and to broaden our uses of credit, debit and other cards as the various card company implementation rules allow. Electronic checks must be included.

It is the desire of the County, wherever possible, to aggregate all electronic payments through a single electronic payments Processor to reduce systems and administration complexities, decrease our collective 'time-to-deposit' and minimize the fees and charges to our Customers through volume pricing.

3. SCOPE OF PROJECT

A. **General Requirements**

At a minimum, Clark County intends to increase the use of electronic forms of payment including credit cards (at least Visa, MasterCard, Discover Card, and American Express), debit cards (at least Visa, MasterCard, Discover Card, and American Express), other cards (foreign cards, gift cards, pre-paid cards), and electronic checks. We desire to accept these payments from Websites, IVR systems, Kiosks, Mobile Communications Devices (MCD) e.g. cellular or smart phones, tablets, etc., over-the-counter terminals and other such common payment channels, originations or locations. We also desire to reduce the scope of the County's cardholder data environment by restricting Cardholder Data and Sensitive Authentication Data storage, processing, and transmission to as few locations as possible through data consolidation, elimination or obfuscation through the use of technologies such as website redirection to the proposer's hosted payment application website through secure application program interfaces such as "Hypertext Transfer Protocol Secure Socket Layer" and "Transport Layer Security" End-to-End Encryption/Point-To-Point Encryption, Virtual Terminals and Tokenization.

Each payment processing channel will provide the customer with user-friendly, comprehensive customer transaction receipts containing the necessary payment details and contact information. All methods utilized to initiate electronic payments (WEB, IVR, POS, MCD, Kiosk, etc.) will need to provide safeguards to prevent users from accidentally initiating multiple payments in error.

As a courtesy to our customers the successful Proposer will create and host Customer-Controlled User Accounts ("CCUA") for the purposes of payments convenience and/or County business requirements, for instance, a court-ordered payment to Department of Family Services. The CCUAs may be used by the customers to schedule payments in advance for any number of department/business functions; such as real property tax payments, personal property tax payments, child support payments, etc. The CCUAs will not be connected to the County in any form other than in receiving payment information as directed by the customer(s). Customers will be informed that their "accounts" are hosted by the County-designated payment Processor for the sole use of conducting business with Clark County Departments.

Payment processing fees are to be paid by the customer, wherever possible, as a convenience for using these electronic payment services, in accordance with the appropriate card company rules, and all applicable laws governing financial transactions active during the contract; specifically, but not limited to, Nevada Revised Statutes. The Processor should provide two types of pricing structures, 1) Tiered pricing based on transaction counts and dollar volumes, and 2) A flat fee per transaction cost.

The Processor is required to provide regular statements of compliance with the laws, regulations, and industry rules (as listed in Section 8: Security and Compliance of ATTACHMENT A - QUESTIONNAIRE) and any other applicable laws, regulations, or acts, and any applicable OWNER policies, procedures or directives.

It is highly desirable to accommodate "flexible" transaction settlement times, dependent upon individual department and business needs. It is the intent of the County to find the fastest 'time-to-deposit' as is practicable.

The Processor must be able to make reasonable changes as necessary to accommodate any future County operations and/or department changes.

B. Technical Requirements

The Processor will provide to Clark County an electronic interface for communications between County Department software applications and the Processor's systems. Please note that Clark County will not touch any Payment Card Industry (PCI) information and all such information will be the responsibility of the selected Processor.

The Processor is expected to maintain high availability, 24/7 systems operations with appropriate back-ups and disaster recovery systems, processes, and procedures. The Processor will provide detailed cost analysis regarding available customer service hours such as 24/7 operations versus business day hours.

The Processor will maintain the transaction data and make it available to all designated County personnel for purposes of transaction tracking and processing, accounts reconciliation, reports generation for pre-defined and as-needed time periods, and all other ad-hoc reporting and processing needs.

At completion of contract, all transaction data will be encrypted, secured and turned over to the County in a mutually agreed-upon format at no charge to County.

Annual security audits and certifications are required to document that adequate controls are in place to mitigate risk to sensitive data. Such audits include, but are not limited to, on-going periodic Payment Card Industry Data Security Standards (PCI-DSS) compliance audits. The proposer is expected to have undergone independent security validations of their proposed solution(s) and to make available the pass/fail results and frequency of those assessments. The selected Processor will indemnify Clark County against any and all losses incurred with respect to these electronic payments transactions.

C. Security Requirements

The current Nevada Revised Statute (NRS) requirements that address the security of personal information - the acceptance and security of credit, debit, and charge cardholder data and sensitive account information such as bank account numbers, routing information associated personal identification information used in the electronic transfers of money - must be applied to each proposed payment processing channel.

The current "Payment Card Industry Data Security Standards" (PCI DSS) must be applied to each proposed payment processing channel's system components including, but not limited to, cabled and wireless network components and servers, locations where Cardholder Data is stored, processed or transmitted and where Sensitive Authentication Data is stored prior to authorization, processing or transmission.

Where applicable, the current "Payment Application Data Security Standard" (PA-DSS) must be applied to address payment applications functionality including, but not limited to, end-to-end payments functions (authorization and settlement), input and output, error conditions, interfaces and connections to other files, systems and/or payment applications or application components, all cardholder data flows, encryption mechanisms and authentication mechanisms.

Where applicable, the current "PCI Point-to Point Encryption Solution Requirements for Encryption, Decryption and Key Management" (P2PE) must be applied to all hardware/hardware secure cryptographic devices, point of interaction devices, and host/hardware security modules devices that are proposed for use (to encrypt and decrypt Cardholder Data transactions and Sensitive Authentication Data prior to the completion of the authorization process). The hardware and devices must have been evaluated and approved to conform to the "PCI PIN Transaction Security/Point of Interaction" and "PCI Hardware Security Module" (HSM) security requirements.

Where applicable, the current "PCI DSS Tokenization Guidelines" must be applied for Tokenization System components, operations, security, roles and responsibilities, and scope and risk assessment.

Where applicable, the current "PCI DSS Virtualization Guidelines" for virtual machines, virtual switches/routers, virtual appliances, virtual applications/desktops, and hypervisors must be applied to ensure that the virtualized portion of the Cardholder Data Environment is properly scoped and defined, current and potential threats and technical vulnerabilities are identified, and appropriate the PCI DSS control requirements are applied.

Where applicable, the current "PCI DSS Guideline for Protecting Telephone-based Payment Card Data" must be applied if Cardholder Data is accepted or processed over the telephone via voice recordings and/or through the use of call centers.

Where applicable, the current "PCI DSS Wireless Guidelines" must be applied in accordance with the PCI DSS for both "in scope" and "out-of-scope" wireless network components.

On an annual basis the selected payment Processor must supply to the County a PCI Report of Compliance (ROC) that shows an annual on-site PCI DSS assessment has been conducted by a qualified PCI Qualified Security Assessor (QSA); and that the QSA has confirmed the accuracy of the proposed Processor's PCI DSS scope by identifying all locations and flows of Cardholder Data between the County and the payment Processor and annotating the roles of any out-sourced or third party involvement. The ROC shall be accompanied with a copy of the results of last four quarterly external IP addresses scans, along with a copy of the results the most recent network and application layer penetration test. Notice shall also be provided if these assessments, quarterly scans and penetrations tests are a part of an internal organization process or if an external independent PCI-qualified QSA or Authorized Scanning Vendor is used.

D. Service Levels Requirements

The Processor will document their service support levels for operational support activities, technical systems support, and research and exceptions processing support. For operational activities, these will include, but not be limited to, at least balancing, settlement, exceptions, reconciliations, and error handling processes support. For technical systems support, this will include at least telephone, email, and other technical contact support, systems monitoring, problem resolution and all manner of technical exceptions resolutions. For 'back-office' support, this will include at least research for exceptions, credit and debit card charge-backs, payment refunds, and errors handling.

The Processor will provide implementation services for each Department as it transitions from its current payments processing to the selected Processor or as it expands the range of payments processing the Department makes available to the public. The Processor will share and publish appropriate documentation to include, at least, pre-installation assessment, user and systems manuals, user and systems training, exceptions resolutions training, hardware and software acquisition, installation, and configurations, staff operations and other items as needed to facilitate initial installations, expanded installations, and so on.

4. DESIGNATED CONTACTS

The OWNER'S representative will be Kevin Skinner, Senior Business Systems Analyst, Information Technology, telephone number (702) 455-5864. Questions regarding the Scope of Work of this RFP, or the selection process for this RFP may be directed to Chetan Champaneri, Purchasing Analyst, Clark County Department of Finance, Purchasing and Contracts Division, telephone number (702) 455-2729.

5. CONTACT WITH OWNER DURING RFP PROCESS

Communication between a Proposer and a member of the BCC or between a Proposer and a non-designated Owner contact regarding the selection of a proponent or award of this contract is prohibited from the time the RFP is advertised until the item is posted on an agenda for award of the contract. Questions pertaining to this RFP shall be addressed to the designated contact(s) specified in the RFP document. Failure of a Proposer, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

6. METHOD OF EVALUATION AND AWARD

Since the service requested in this RFP is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115. The proposals may be reviewed individually by staff members through an ad hoc committee to assist the PURCHASING MANAGER OR HER DESIGNEE. The finalists may be requested to provide the OWNER a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. The OWNER reserves the right to award the contract based on objective and/or subjective evaluation criteria. This contract will be awarded on the basis of which proposal the OWNER deems best suited to fulfill the requirements of the RFP. The OWNER also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

The fees for the professional services will be negotiated with the Proposer(s) selected. See Section 11 of ATTACHMENT A – QUESTIONNAIRE.

7. EVALUATION INFORMATION

Proposals should contain the following information:

A. **Executive Summary**

Attachment A – Questionnaire

Processor will complete Attachment A – Questionnaire posted on the County's website, at www.clarkcountynv.gov/Purchasing. Please submit your response in the spreadsheet provided. The following information and Attachment A – Questionnaire are listed for completeness. In the spreadsheet version, the Proposer shall signal their ability to provide the requested item by filling in the appropriate columns in the Questionnaire, and providing thorough responses to each of the questions listed.

The Questionnaire topics:

Section 00	Instructions
Section 01	General Business Requirements
Section 02	Payments Composition
Section 03	Payment Processing Details
Section 04	Payments Tracking
Section 05	Customer-Controlled User Accounts
Section 06	Implementation Services
Section 07	Sustaining Support Services – Administrative and Technical
Section 08	Security and Compliance
Section 09	Business Continuity
Section 10	Company Background
Section 11	Describe Your Fees and Costs

Generally, responses should be included inside the explanation column of the downloadable spreadsheet. If additional materials are required those responses should be organized in the same sequence as this RFP and should respond directly to each specified item, requirement, or question(s) at the level of detail at which each is presented. In addition to point-by-point responses, you may include descriptive literature if you make reference to specific contents. In reviewing the proposals, reviewers will not search through general literature. Where a question is asked; answer the question and supply any supportive detail.

You are not required to re-write the statements as they appear in this RFP but should reference each response with the Section number and item number.

While responses should address all RFP items, it is important to note that we also encourage and will consider any creative ideas for improvements or cost savings related to this transaction that may not be suggested in this document. Due to our current critical budgeting process, funding levels, and financial conditions within Clark County we seek economic savings wherever, and in whatever forms, might be possible. Functional, technical, and economic solutions beyond the confines of this RFP may also be considered.

An example of our possible evaluation criteria may be:

- 40% Cost of all services provided, including equipment
- 30% Processing capabilities and integration of equipment
- 20% Technological capabilities (present and future)
- 10% Customer service (administrative and technical)

B. **Financial Statement**

Provide a statement that reflects the Proposer's financial ability to complete this project.

C. **Compliance with the OWNER'S Standard Contract**

Indicate any exceptions that your firm would have to take in order to accept the attached Standard Contract. Proposer(s) are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

D. **Credentials**

The Proposer and/or principal professionals involved in this project must possess all appropriate Nevada Professional Licenses.

E. Affiliations

If the project is to be accomplished through an affiliation or joint venture of several firms, the names and address of those firms, shall be furnished for each.

F. Local Familiarity

Provide a statement as to local resources that would be utilized and the degree of the Proposer's knowledge and familiarity with the local community's needs and goals.

- 1) Clark County/Las Vegas office address (if any).
- 2) Year Clark County/Las Vegas office established.
- 3) Employment (number of current employees by category):

Company	Managerial	Technical	Administrative
Office Personnel located in Clark County/Las Vegas			
Total Firm Personnel			

- 4) Provide a statement as to your firm's local resources that will be utilized to complete the work.
- 5) Estimate of the percentage and the kinds of work to be accomplished by the Proposer with staff presently residing in Clark County, Nevada.

G. Insurance

The Proposer's ability to provide the required certificates of insurance as indicated in the attached Standard Contract Exhibit B, Proposer must provide a statement that firm will comply with insurance requirements.

H. Business License

The PROPOSER's ability to provide the required business license.

Clark County Business License / Registration

Prior to award of this RFP, other than for the supply of goods being shipped directly to a Clark County facility, the successful PROPOSER will be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

- 1) Clark County Business License is required if:
 - a. A business is physically located in unincorporated Clark County, Nevada.
 - b. The work to be performed is located in unincorporated Clark County, Nevada.
- 2) Register as a Limited Vendor Business Registration
 - a. A business is physically located outside of unincorporated Clark County, Nevada
 - b. A business is physically located outside the state of Nevada. The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, Nevada, or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

You may also obtain information online regarding Clark County Business Licenses by visiting the website at http://www.clarkcountynv.gov/depts/business_license/pages/default.aspx.

I. Disclosure of Ownership/Principals

Proposer must complete and submit the attached Disclosure of Ownership/Principals form with its PROPOSERS.

J. **Other**

Other factors the Proposer determines appropriate which would indicate to the OWNER that the Proposer has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

8. **SUBMITTAL REQUIREMENTS**

The proposal submitted should not exceed 150 pages. Other attachments may be included with no guarantee of review.

All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.

The Proposer shall submit one (1) clearly labeled original and 14 copies of their proposal, including eight (8) CD copies of their proposal. The name of the PROPOSER'S firm shall be indicated on the spine and cover of each binder and CD label.

All proposals must be submitted in a sealed envelope plainly marked with the name and address of the Proposer and the RFP number and title. No responsibility will attach to the OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. Proposals are time-stamped upon receipt. Proposals time-stamped after 3:00:00 p.m. based on the time clock at the Clark County Purchasing and Contracts front desk will be recorded as late, remain unopened and be formally rejected. **FAXED OR ELECTRONIC SUBMITTALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailling instructions for proposals:

Hand Delivery

Clark County Government Center
Purchasing and Contracts Division
500 South Grand Central Parkway, 4th Fl
Las Vegas, Nevada 89106

U.S. Mail Delivery

Clark County Government Center
Attn: Purchasing and Contracts, 4th Fl
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217

Express Delivery

Clark County Government Center
Attn: Purchasing and Contracts, 4th Fl
500 South Grand Central Parkway
Las Vegas, Nevada 89106

Regardless of the method used for delivery, Proposer(s) shall be wholly responsible for the timely delivery of submitted proposals.

9. **WITHDRAWAL OF PROPOSAL**

PROPOSER(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Analyst in writing or a proposal release form has been properly filled out and submitted to the Purchasing and Contracts Division reception desk. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. The PROPOSER'S offer will expire after 90 calendar days. If a PROPOSER intended for award withdraws their proposal, that PROPOSER may be deemed non-responsible if responding to future solicitations.

10. **REJECTION OF PROPOSAL**

OWNER reserves the right to reject any and all proposals received by reason of this request.

11. **PROPOSAL COSTS**

There shall be no obligation for the OWNER to compensate PROPOSER(S) for any costs of responding to this RFP.

12. **ALTERNATE PROPOSALS**

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will not be considered.

13. **ADDENDA AND INTERPRETATIONS**

If it becomes necessary to revise any part of the RFP, a written addendum will be provided to all PROPOSERS in written form from the Purchasing Analyst. OWNER is not bound by any specifications by OWNER'S employees, unless such clarification or change is provided to PROPOSERS in written addendum form from the Purchasing Analyst.

14. PUBLIC RECORDS

The Owner 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 the Owner's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by the Owner may not be disclosed until the proposal is recommended for award of a contract.

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. Proposer(s) shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to the Proposer and will not be considered for award.

16. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 evidence of agreement or collusion among Proposer(s) and prospective Proposer(s) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such Proposer(s) void.

Advance disclosures of any information to any particular Proposer(s) which gives that particular Proposer any advantage over any other interested Proposer(s), in advance of the opening of proposals, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all proposals received in response to that particular request for proposals.

17. CONTRACT

A sample of the OWNER'S Standard Contract is attached. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Clark County District Attorney's Office.

18. QUESTIONNAIRE

Attachment A – Questionnaire is available online as a spreadsheet on the Clark County website, at www.clarkcountynv.gov/Purchasing. Current Opportunities Please submit your response in this spreadsheet. PROPOSER or any of its representatives that alter, change or delete any of the questions as written may result in their proposal being rejected.

19. QUESTIONS

The deadline for submitting questions is Monday, April 16, 2012 by 5:00 p.m. Pacific Time. All questions shall be submitted in writing to Chetan Champaneri via email at chetanc@clarkcountynv.gov. Questions submitted after this date may or may not be answered.

20. ACRONYMS/DEFINITIONS

A. Application Program Interface (API)

A particular set of rules ('code') and specifications that software programs can follow to communicate with each other. It serves as an interface between different software programs and facilitates their interaction, similar to the way the user interface facilitates interaction between humans and computers.

B. Approved Scanning Vendor (ASV)

Company approved by the PCI Security Standards Council to conduct external vulnerability scanning services.

C. Back-Office Functions

Business operational tasks, activities, and functions such as payment reversals, payment disputes, refunds, settlement(s), disputes resolution(s), and charge-backs. Often these necessary business functions involve accounting activities like accounts balancing, payments tracking, exceptions processing, refunding, reconciliation, and so on.

D. Business Day Hours

Clark County defines its "business day" hours as Monday through Friday 7:00a.m through 5:00p.m Pacific Standard (or Daylight Savings) Time.

E. Cardholder Data

At a minimum, cardholder data consists of the full Primary Account Number (PAN): also referred to as "account number". It is a unique payment card number (typically for credit or debit cards) that identifies the issuer and the particular cardholder account. Cardholder data may also appear in the form of the full PAN plus any of the following: cardholder name, expiration date and/or service code.

F. Cardholder Data Environment

The people, processes and technology that store, process or transmit cardholder data or sensitive authentication data, including any connected system components.

G. Charge(s)

The amount of money the various Clark County Department or Office requires for providing a good or service. This term 'charge(s)' is chosen carefully to distinguish it from 'fees' (see below).

H. Clark County Department

Clark County (proper) consists of 38 Departments and/or Offices. Offices are headed by elected officials and include Assessor, Clerk, District Attorney, the many Departments of the District Court (Judges are elected), Public Administrator, Recorder, and Treasurer. Departments are headed by managers appointed by the County Manager and approved by the Board of County Commissioners.

I. Customer-Controlled User Accounts (CCUAs)

Clark County desires to enable customers to setup personal accounts, hosted by the Processor, for the purpose of making payments to one or more County Department(s), Office(s) or Agency(-ies). These accounts will contain sensitive payment information that belongs to the customer, and will necessarily need to be protected appropriately. These CCUAs will enable customers to make, schedule, change, update, and cancel electronic payments as the customer desires. In some cases, a County law enforcement agency may require a customer to schedule one or more payments and may prohibit, under penalty of law, the customer from canceling or even changing the payment arrangement. (Example: a Family Court mandated child support payment.) The availability of CCUAs is presented as a service to the customers.

J. De-Tokenization

De-tokenization is the reverse process of redeeming a token for its associated PAN value. Tokenization is described below.

K. Electronic Payment

Credit cards, debit cards, other payment cards, electronic checks. Non-cash payment instruments.

L. Electronic Payments Processor

An organization accepting electronic payments (as described above) on behalf of another organization. In this case, that other organization is Clark County departments, offices, and agencies

M. End-to-end encryption

Continuous protection of the confidentiality and integrity of transmitted cardholder data and sensitive authentication information by encryption it at the point of origin, and then decrypting it at its point of destination.

N. Exceptions Processing

Exceptions are deviations from the normal expected and defined workflow processes within a workflow system. Exceptions can be caused by errors, omissions, requirement changes and so on, and cannot typically be completed under normal system parameters. It's critical that your systems software and hardware or systems support staff can readily detect, diagnose and resolve key exceptions as quickly as possible.

O. Fee(s)

The amount of money the electronic payments Processor charges, on its behalf and on behalf of other participants in the authorization, settlement, clearance, and transport, etc., to facilitate or conduct the payment transaction. This term 'fees' is chosen carefully to distinguish it from 'charges' or 'amounts-due' to the County Department for the various goods or services provided by the County.

P. Hardware/Hardware

Hardware-based encryption and decryption solutions that use security cryptographic devices for both encryption and decryption point of interaction/point of merchant acceptance for encryption, and within the hardware security modules for decryption.

Q. High Availability, 24x7 systems operations

High availability is an information technology term indicating that the systems providing the central business functionality is always- or nearly-always- "on", functioning, operational, and available to the customer. Wikipedia cites the following: "High availability is a system design approach and associated service implementation that ensures a prearranged level of operational performance will be met during a contractual measurement period.

R. HTTPS over SSL - Hypertext Transfer Protocol over Secure Socket Layer

Provides authentication and encrypted communication on the World Wide Web designed for security-sensitive communication such as web-based logins, secure application program interfaces: HTTPS is an acronym for "hypertext transfer protocol over secure socket layer." Secure HTTP that provides authentication and encrypted communication on the World Wide Web designed for security-sensitive communication such as web-based logins.

S. Hypervisor

Software or firmware responsible for hosting and managing virtual machines. For the purposes of PCI DSS, the hypervisor system component also includes the virtual machine monitor (VMM).

T. IP Address

Also referred to as "internet protocol address". A numeric code that uniquely identifies a particular computer on the Internet.

U. Implementation Services

In the Information Technology industry, implementation refers to a post-sales process of guiding a client from purchase to use of the software or hardware or "system" that was purchased. This includes Requirements Analysis, Scope Analysis, Customizations, Systems Integrations, User Policies, User Training and Delivery. These steps are often overseen by a Project Manager using Project Management Methodologies set forth in the Project Management Body of Knowledge. For this Proposal consider the following: production of a Department-centric "Gap Analysis" and installation plan, the installation of hardware, software, etc., and the training in use of, and troubleshooting of, same for the end-users of "the systems". The relationship between users and information systems specialists has traditionally been a problem area for information systems implementation efforts. Our responsibility is to minimize the difficulties and maximize the use of the electronic payments system for the benefit of the County staff and customers.

V. IVR Interactive Voice Response

[From Wikipedia] Interactive Voice Response (IVR) is a technology that allows a computer to interact with humans through the use of voice and DTMF (Dual Tone Multi-frequency) keypad inputs.

In telecommunications, IVR allows customers to interact with a company's database via a telephone keypad or by speech recognition, after which they can service their own inquiries by following the IVR dialogue. IVR systems can respond with prerecorded or dynamically generated audio to further direct users on how to proceed. IVR applications can be used to control almost any function where the interface can be broken down into a series of simple interactions. IVR systems deployed in the network are sized to handle large call volumes.

It has become common in industries that have recently entered the telecommunications industry to refer to an automated attendant as an IVR. The terms, however, are distinct and mean different things to traditional telecommunications professionals, whereas emerging telephony and VoIP professionals often use the term IVR as a catch-all to signify any kind of telephony menu, even a basic automated attendant. The term voice response unit (VRU), is sometimes used as well.

For this proposal, the Proposer will accept payments on behalf of County Departments through a Department-centric IVR system, process the payment, and provide credit for payment to the Department as fits the Department software application.

W. MCD Mobile Computing Device

Computers come in all shapes and sizes, including many of the common cellular telephones. So-called 'smart-phones' are simple small portable or mobile computers, containing the computing power surpassing common desktop computers of just a few years ago.. Tablets are the newest addition to this group of devices we collectively describe as Mobile Computing Devices. There may be others to come.

X. Network Components

Firewalls, switches, routers, wireless access points, network appliances, and other security appliances.

Y. Nevada Revised Statutes

The legal documents describing the law in Nevada.

Z. Over-the-Counter (terminals),

Commonly called "card-swipes", the industry calls these devices 'terminals'. They are used to collect (payment) card information from the customer's (magnetic strip on the) card at the 'point-of-sale' or 'over-the-counter'. This is sometimes referred to as "face to face" by the card companies and affects the rules of use as described by those same card companies.

AA. Payment Channels, Originations, Locations:

Means the place of origin for the payment transaction. For instance the "channel" or "location" for a payment made through a website or web-page would be "Website". A payment made through a dial-in Interactive Voice Response ("press 1 for ...this, OR press 2 for ...that, etc") also known as an IVR, would be considered an "IVR" "channel".

Think of it this way: this is not about the content of the payment; it is about the "pathway" through which the payment is conducted.

Examples of payment channels include over-the-counter terminals, websites, IVRs, Kiosks, Mobile Communications Devices (MCDs...i.e. phones, "tablets", etc.).

BB. Personal Identifying Information

As defined in NRS 603A.040, a natural person's first name or first initial and last name in combination with any one or more of the following data elements, when the name and data elements are not encrypted: 1) Social security number, 2) Driver's license number or identification card number, 3) Account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account

CC. PCI-DSS, PCI-DSS Compliance Audits, Payment Card Industry

The Payment Card Industry PCI Security Standards Council is an open global forum, launched in 2006, that is responsible for the development, management, education, and awareness of the PCI Security Standards, including the Data Security Standard (PCI DSS), Payment Application Data Security Standard (PA-DSS), and PIN Transaction Security (PTS) requirements.

The Council's five founding global payment brands -- American Express, Discover Financial Services, JCB International, MasterCard Worldwide, and Visa Inc. -- have agreed to incorporate the PCI DSS as the technical requirements of each of their data security compliance programs. Each founding member also recognizes the QSAs, PA-QSAs and ASVs certified by the PCI Security Standards Council.

All five payment brands share equally in the Council's governance, have equal input into the PCI Security Standards Council and share responsibility for carrying out the work of the organization. Other industry stakeholders are encouraged to join the Council as Participating Organizations and review proposed additions or modifications to the standards.

On the PCI Security Standards website you'll find useful information about the PCI Security Standards Council, the PCI DSS requirements for merchants, vendors and security consulting companies, and the Council's certification and merchant support services, all created to mitigate data breaches and prevent payment cardholder data fraud.

Note that enforcement of compliance with the PCI DSS and determination of any non-compliance penalties are carried out by the individual payment brands and not by the Council. Any questions in those areas should be directed to the payment brands.

DD. Point of Interaction (POI)

The initial point where data is read from a card. An electronic transaction-acceptance product, POI consists of hardware and software and is hosted in acceptance equipment to enable a cardholder to perform a card transaction. The POI may be attended or unattended. POI transactions are typically integrated circuit (chip) and/or magnetic-stripe card-based payment transactions.

EE. Presentation(s)

The means of interacting or interfacing with the customer is deemed a presentation. For instance, a website 'presents' a graphic display of the source information on a computer or other screen. An Interactive Voice Response (IVR) 'presents' through sound through a phone's speaker. "Clear presentations" means unmistakable and often simple displays and directions that enable a customer to understand where they are in the payment transaction, what their options are, and how to start over if they become confused. The object is to avoid confusion wherever possible.

FF. Processor

Also sometimes known as 'third-party Processor', this is the organization with which Clark County will contract to take electronic payments from paying customers on behalf of the Clark County Department, Office, or Agency and pass the expected payment to the appropriate merchant account.

GG. Qualified Security Assessor

A company approved by the PCI Security Standards Council to conduct PCI DSS on-site assessments.

HH. Report of Compliance (ROC)

A report that contains the details documenting an entity's compliance status with the PCI DSS.

II. Scope

The range or domain of activities undertaken for a particular defined effort such as the process of identifying all system components, people, and processes to be included in a PCI DSS assessment.

JJ. Secure Cryptographic Devices

As defined by ISO 13491 and ANSI X9.97 and by the PCI P2PE standard as a device used for the acceptance and encryption of account data at the point of sale that is a POI device that has been evaluated and approved via the PCI Pin Transaction Security program.

KK. Sensitive Authentication Information

Security-related information (including, but not limited to, card validation codes/values, full magnetic-stripe data, Personal Identification Numbers (PINs), and PIN blocks) used to authenticate cardholders and/or authorize payment card transactions.

LL. Servers

Web, application, database, authentication, mail, proxy, and domain name server (DNS). Computer that provides a service to other computers, such as processing communications, file storage, or accessing a printing facility. Servers include, but are not limited to web, database, application, authentication, mail, Domain Name Service (DNS), proxy, and network time protocol (NTP).

MM. Service Level Agreement (SLA)

A service-level agreement is a part of a service contract where the level of service is formally defined. In practice, the term *SLA* is sometimes used to refer to the contracted delivery time (of the service) or performance. As an example, internet service providers will commonly include service level agreements within the terms of their contracts with customers to define the level(s) of service being sold in plain language terms. In this case the SLA will typically have a technical definition in terms of *mean time between failures* (MTBF), *mean time to repair* or *mean time to recovery* (MTTR); various data rates; throughput; jitter; or similar measurable details. For this Proposal, it should consider response times for issues and incidents requiring operational or technical attention on the part of the Processor.

NN. Systems Components

Any network component, server, or application included in or connected to the cardholder data environment to include virtual machines, virtual switches/routers, virtual appliances, virtual applications/desktops, and hypervisors.

OO. Time-to-deposit

The length of time between the authorization of an electronic payment on behalf of the customer and the deposit of that payment into the merchant account of the receiving Clark County Department, Office, or Agency. Clark County seeks the fastest time-to-deposit, meaning the money should be in the designated County merchant account as quickly as possible.

PP. Transport Layer Security (TLS)

Provides data secrecy and data integrity between two communicating applications. TLS is a successor of Secure Sockets Layer (SSL) and is considered more secure. End-to-end encryption utilizes TSL and is the continuous protection of confidentiality and integrity of transmitted cardholder data and sensitive authentication information by encryption at the point of origin and then decryption at the point of destination.

QQ. Tokenization

Is a process by which the Primary Account Number (PAN) is replaced with a surrogate value called a token. Tokens can be generally identified as single-use or multi-use. A single use token is typically used to represent a specific, single transaction. A multi-use token represents a specific PAN, and may be used to track an individual Pan across multiple transactions. Tokens can be generated as a mathematically reversible cryptographic function

(with a secure mode of operation and padding mechanism); a one-way non-reversible cryptographic function (e.g. a hash function with a strong secret salt); assignment through an index function (not mathematically derived from the PAN). De-tokenization is the reverse process of redeeming a token for its associated PAN value. See De-tokenization above.

RR. Transaction Data

All the information gathered by the Processor to enable the payment transaction to be processed. This includes card information, banking routing and account information, the merchant account information, and all data required to prevent fraudulent payment transactions from occurring. This information may also be used to reverse payments, create refunds, troubleshoot processing exceptions, etc.

SS. Transaction Receipt(s)

A paying customer is entitled to retain the information about the payment transaction. For a customer 'over-the-counter' this is usually thought of as a piece of paper displaying the payment transaction information. For website customers, the Processor must make a downloadable display showing all the pertinent receipt information, preferably in an easy to print and save format. For IVR customers, we'll need to discuss an appropriate format for a receipt. Kiosks, and MCDs are similar to websites but it is desirable to enable the customer to email a receipt to themselves.

TT. Virtualization

Virtualization refers to the logical abstraction of computing resources from physical constraints. One common abstraction is referred to as virtual machines or VMs, which takes the content of a physical machine and allows it to operate on different physical hardware and/or along with other virtual machines on the same physical hardware. In addition to VMs, virtualization can be performed on many other computing resources, including applications, desktops, networks, and storage.

UU. Virtual Appliance (VA)

A VA takes the concept of a pre-configured device for performing a specific set of functions and run this device as a workload. Often, an existing network device is virtualized to run as a virtual appliance, such as a router, switch, or firewall.

VV. Virtual Switch or Router

A virtual switch or router is a logical entity that presents network infrastructure level data routing and switching functionality. A virtual switch is an integral part of a virtualized server platform such as a hypervisor driver, module, or plug-in.

WW. Virtual Terminals

A virtual terminal is web-browser-based access to an acquirer, processor or third party service provider website to authorize payment card transactions, where the merchant manually enters payment card data via a securely connected web browser. Unlike physical terminals, virtual terminals do not read data directly from a payment card. Because payment card transactions are entered manually, virtual terminals are typically used instead of physical terminals in merchant environments with low transaction volumes.

XX. Volume Pricing

It is expected that the selected Processor will reduce the per-transaction cost(s) or fee(s) as the volume and dollar-value of transactions increase. More volume and more dollars, less per-transaction costs or fees. It is believed this is the industry standard for transactions costs.

ATTACHMENT A
 RFP NO. 602418-11
 ELECTRONIC PAYMENTS PROCESSOR
 QUESTIONNAIRE



NOTE: The information displayed here is a copy of the required downloadable spreadsheet.

Instructions

RQMT #	Requirement	Yes	Explanation
	Please fill-out the electronic copy of this spreadsheet, not here.		
1	Complete all the questions in all of the tabs. An overview of what each tab includes is listed in the tab called "TabListing", just to the left of this tab.		
2	To be properly scored, place a capital "X" (NOT a small x, without the quotation marks, of course) in the column labeled "YES" to affirm you can provide the services, have an answer for the question, etc. Otherwise, leave that column blank.		
3	Place your comment(s) in the column to the right called "Explanation". That column is formatted to "wrap" so you should have plenty of room. If you would like to place your comments into a different format, please reference the Tab name, the Question number, and the Question text first, then provide the text and graphics documentation to support your answer.		
4	Your proposal will be evaluated for		
	a) completeness [hint: answer as many questions as possible]		
	b) clarity of answers [hint: clear ideas expressed concisely]		
	c) fitness of your proposal to our needs		
	d) lowest possible fees and other costs		
	e) implementation team and methodology		
	f) support services		



General Business Requirements

General Business Requirements

RQMT #	Requirement	YES	Explanation
	Authorize payments in real-time, for each of the following payment types:		
01.1.1	Credit Cards		
01.1.2	Debit Cards		
01.1.3	Electronic Checks		
01.2.1	Return payment authorization in 3 seconds or less. for Credit Cards		
01.2.2	for Debit Cards		
01.2.3	for Electronic Checks		
01.3.1	Provide the following payment channels: Websites		
01.3.2	IVR		
01.3.3	Kiosks		
01.3.4	Mobile Computing Devices		
01.3.5	Over-the-Counter (card-swipe Terminals)		
01.3.6	Including, but not limited to, Virtual Terminals, Re-directed or Hosted Websites, and other.		
	Provide clear feedback to customer for errors as they occur when taking an electronic payment transaction for each of the following:		
01.4.1	Websites		
01.4.2	IVR		
01.4.3	Kiosks		

Attachment A
RFP No. 602418-11
Electronic Payments Processor

RCMT #	Requirement	YES	Explanation
01.4.4	Mobile Computing Devices		
01.4.5	Over-the-Counter (card-swipe Terminals)		
01.4.6	Including, but not limited to, Virtual Terminals, Re-directed or Hosted Websites, and other.		
	Describe the "processing-error" messages for each of the following payments channels:		
01.5.1	Websites		
01.5.2	IVR		
01.5.3	Kiosks		
01.5.4	Mobile Computing Devices		
01.5.5	Over-the-Counter (card-swipe Terminals)		
01.5.6	Including, but not limited to, Virtual Terminals, Re-directed or Hosted Websites, and other.		
	Indicate where the error messages can be customized by the County.		
01.6.1	Websites		
01.6.2	IVR		
01.6.3	Kiosks		
01.6.4	Mobile Computing Devices		
01.6.5	Over-the-Counter (card-swipe Terminals)		
01.6.6	Including, but not limited to, Virtual Terminals, Re-directed or Hosted Websites, and other.		
01.7.1	Given appropriate user access, designated user can process refunds of credit/debit cards		
01.8.1	Describe how each Department's authorization process runs without affecting any other Department's processing (even settlement). For instance, Dept A decides to settle while Dept B. continues to authorize. Next, Dept A cashier #1 closes-out and settles (for merchant #abcde) while Dept A cashier #2 continues to authorize.		
	For all payment transactions, produce a receipt for the customer with all appropriate information including at least the following:		
01.9.1	Date-time,		

RGMT #	Requirement	YES	Explanation
<u>01.9.2</u>	Confirmation number or error message,		
<u>01.9.3</u>	County Department,		
<u>01.9.4</u>	County Department location,		
<u>01.9.5</u>	County Department account number		
<u>01.9.6</u>	Charge Paid		
<u>01.9.7</u>	Fee Paid		
<u>01.9.8</u>	Total Paid		
<u>01.9.9</u>	County Department contact information		
<u>01.9.10</u>	Last four digits of card number		
<u>01.9.11</u>	Source or Origination (Web, IVR, Kiosk, etc.)		
	For all payment transactions, capture and store all necessary information to complete payment, including at least the following:		
	For card payments:		
<u>01.10.1</u>	Cardholder's name		
<u>01.10.2</u>	Card Number		
<u>01.10.3</u>	Expiration Date		
	as required or without...		
<u>01.10.4</u>	Card Verification Value 2 (CWV2)		
<u>01.10.5</u>	Card Validation Code 2 (CVC2)		
	same for American Express		
<u>01.10.6</u>	Cardholder's name		
<u>01.10.7</u>	Card Number		
<u>01.10.8</u>	Expiration Date		
	as required or without...		
<u>01.10.9</u>	Card Verification Value 2 (CWV2)		
<u>01.10.10</u>	Card Validation Code 2 (CVC2)		
	same for Discover Card		

RGMT #	Requirement	YES	Explanation
01.10.11	Cardholder's name		
01.10.12	Card Number		
01.10.13	Expiration Date		
-	as required or without...		
01.10.14	Card Verification Value 2 (CVV2)		
01.10.15	Card Validation Code 2 (CVC2)		
01.10.16	for Electronic Check Payment:		
01.10.17	Bank Routing Number		
01.10.18	Bank Account Number		
01.11.1	For all payment transactions, capture and store merchant number.		
01.12.1	Describe how you encrypt and store this information for research and reporting purposes as needed.		
01.13.1	For one-time and recurring payments provide clear means for customer to CANCEL transaction prior to "payment commitment". Coordinate with Department business rules for same, such as Court-ordered payments.		
01.14.1	Describe hierarchy of merchant accounts (County, Dept, Division, Unit, etc.)		
01.15.1	Provide access-controlled viewing and reporting functions to selected processing personnel for accounting, refunds, and other such functions.		
01.16.1	Provide all necessary functionality to enable payment refunds. Ensure all data and transactions processing complies with PCI-DSS standards.		
01.17.1	Return real-time or 'end-of-day' payment transaction information to the appropriate County Department application. Include all information required to verify payment, credit the proper account and provide accounting tracking and exceptions processing.		

RQMT #	Requirement	YES	Explanation
01.18.1	Define "same-day-deposit" "cut-off" times. Clark County intends to accomplish the "fastest-time-to-deposit". Clark County will establish business rules, customized to the Department, for settlement.		
01.19.1	Describe how you will communicate (websites, IVR messages, etc.) to the customer if/when settlement processing times change.		
01.20.1	Retain all payment transaction data for legal retention requirements for audit, retrieval, research, and other purposes. Apply all PCI-DSS security processes, procedures, practices as applicable.		
01.21.1	Provide a standard Application Program Interface, including all necessary documentation for processing credit and debit cards, and electronic checks.		
01.22.1	Provide Customer-Controlled User Accounts where customers can setup recurring payments, "future" payments, etc. to selected County Departments. These CCUAs allow customers to securely store payment and contact information for use in make payments to County Departments, sending and receiving information about payment transactions, etc.		
01.23.1	Describe how you clearly present or display the payment processing fee and distinguish the fee from the "original charge", and from the "total charge", while conforming with all processing rules such as the card company rules, eCheck, Check21, Regulation E, etc.		
01.24.1	Describe the settlement process between you the PROCESSOR and the County's deposit bank (currently Bank of America).		
01.25.1	Provide detailed payment transaction fees, (flat, percentage or both), costs (equipment, implementation services, development services, etc.) based on provided and anticipated transaction volumes and amounts, current inventory of equipment, and potential services procurement.		

RQMT #	Requirement	YES	Explanation
01.26.1	Websites		
01.26.2	IVR		
01.26.3	Kiosks		
01.26.4	MCDs		
01.26.5	Including, but not limited to, Virtual Terminals, Re-directed or Hosted Websites, and other.		
	For each of the following payment presentation 'channels', describe how your presentation (website, kiosk, IVR, etc.) closely mirrors current County presentation standards (website 'look-and-feel', IVR messages ("on behalf of Clark County..."). Customers expect to conduct business with Clark County and presentations must accord with their expectations.		
01.27.1	Websites		
01.27.2	IVR		
01.27.3	Kiosks		
01.27.4	MCDs		
01.27.5	Including, but not limited to, Virtual Terminals, Re-directed or Hosted Websites, and other.		

RQMT #	Requirement	Explanation
01.28.1	<p>"Consolidated Payments." Describe how you can take a single payment from a customer that "consolidates" multiple charges from multiple Departments. For instance: Development Services requires payment for a building inspection; For the same building the Fire Department also requires payment for a Fire Code inspection; For the same building the Department of Air Quality also requires a payment. The customer wants to make one payment, or the Department application jointly used by these Departments requires all three charges to be paid at one time. Describe how you take this payment and properly credit one or more Department applications.</p>	YES
01.29.1	<p>"Multiple Account Payments." Describe how you can take a single payment from a customer that "consolidates" multiple charges from multiple "accounts" within the same department. For instance: The Treasurer's Office has a customer who manages 12 property accounts, each has a unique account (property parcel) number, and must have taxes paid. The customer wishes to make a single payment, saving the laborious process of paying each account individually. For instance: The Water Reclamation Department has a customer who manages multiple property accounts, each with a unique account number. This customer wishes to pay all those accounts at once, with a single payment. Additionally, this customer would like to make repeated payments for this "collection of accounts", preferably without re-assembling the collection, at a future time.</p>	
01.30.1	<p>Describe the flow of money as it proceeds from a payment transaction. [Hint: the money must flow into the County's merchant bank]</p>	
01.31.1	<p>Describe how you can accept and properly process all payments and resulting payment transaction information (in reports, etc.) for "unusual" payments, such as foreign credit cards. Foreign credit cards have addresses and, especially postal codes that are formatted differently from those in the U.S. Describe the effects on reports, etc.</p>	

Attachment A
RFP No. 602418-11
Electronic Payments Processor

RQMT #	Requirement	YES	Explanation
01.32.1	The County's fiscal year runs 1 July through 30 June. Multiple departments require payments four times in the fiscal year. Describe how your systems can handle transaction volume spikes without error or processing problems.		
01.33.1	Describe and give examples of how you handle convenience, transaction, and/or other fees for a government operation similar to Clark County.		

General Business Requirements



Payment Processing Details

Payments Composition : Origination, Frequency, and Instrument Types

RQMT #	Requirement	YES	Explanation
	Accepts Payments via		
	Web-page		
	One-time Payment		
02.1.1	Credit card <input type="checkbox"/> Visa		
02.1.2	Credit card <input type="checkbox"/> MasterCard		
02.1.3	Credit card <input type="checkbox"/> American Express		
02.1.4	Credit card <input type="checkbox"/> Discover Card		
02.1.5	Credit card <input type="checkbox"/> Other		
02.1.6	Credit card <input type="checkbox"/> Other		
02.1.7	Debit card PIN <input type="checkbox"/> Visa		
02.1.8	Debit card PIN <input type="checkbox"/> MasterCard		
02.1.9	Debit card PIN <input type="checkbox"/> American Express		
02.1.10	Debit card PIN <input type="checkbox"/> Discover Card		
02.1.11	Debit card PIN <input type="checkbox"/> Other		
02.1.12	Debit card PIN <input type="checkbox"/> Other		
02.1.13	Debit card PIN-less <input type="checkbox"/> Visa		
02.1.14	Debit card PIN-less <input type="checkbox"/> MasterCard		
02.1.15	Debit card PIN-less <input type="checkbox"/> American Express		

RQMT #	Requirement	YES	Explanation
02.1.16	Debit card PIN-less <input type="checkbox"/> Discover Card		
02.1.17	Debit card PIN-less <input type="checkbox"/> Other		
02.1.18	Debit card PIN-less <input type="checkbox"/> Other		
02.1.19	Purchase card <input type="checkbox"/> Visa		
02.1.20	Purchase card <input type="checkbox"/> MasterCard		
02.1.21	Purchase card <input type="checkbox"/> American Express		
02.1.22	Purchase card <input type="checkbox"/> Discover Card		
02.1.23	Purchase card <input type="checkbox"/> Other		
02.1.24	Purchase card <input type="checkbox"/> Other		
02.1.25	Other cards <input type="checkbox"/> _____		
02.1.26	Other cards <input type="checkbox"/> _____		
02.1.27	Other cards <input type="checkbox"/> _____		
02.1.28	Other cards <input type="checkbox"/> _____		
02.1.29	e-checks (WEB)		
	Web-page Recurring Payment		
02.2.1	Credit card <input type="checkbox"/> Visa		
02.2.2	Credit card <input type="checkbox"/> MasterCard		
02.2.3	Credit card <input type="checkbox"/> American Express		
02.2.4	Credit card <input type="checkbox"/> Discover Card		
02.2.5	Credit card <input type="checkbox"/> Other		
02.2.6	Credit card <input type="checkbox"/> Other		
02.2.7	Debit card PIN <input type="checkbox"/> Visa		
02.2.8	Debit card PIN <input type="checkbox"/> MasterCard		
02.2.9	Debit card PIN <input type="checkbox"/> American Express		
02.2.10	Debit card PIN <input type="checkbox"/> Discover Card		
02.2.11	Debit card PIN <input type="checkbox"/> Other		
02.2.12	Debit card PIN <input type="checkbox"/> Other		

RQMT #	Requirement	YES	Explanation
02.2.13	Debit card PIN-less <input type="checkbox"/> Visa		
02.2.14	Debit card PIN-less <input type="checkbox"/> MasterCard		
02.2.15	Debit card PIN-less <input type="checkbox"/> American Express		
02.2.16	Debit card PIN-less <input type="checkbox"/> Discover Card		
02.2.17	Debit card PIN-less <input type="checkbox"/> Other		
02.2.18	Debit card PIN-less <input type="checkbox"/> Other		
02.2.19	Purchase card <input type="checkbox"/> Visa		
02.2.20	Purchase card <input type="checkbox"/> MasterCard		
02.2.21	Purchase card <input type="checkbox"/> American Express		
02.2.22	Purchase card <input type="checkbox"/> Discover Card		
02.2.23	Purchase card <input type="checkbox"/> Other		
02.2.24	Purchase card <input type="checkbox"/> Other		
02.2.25	Other cards <input type="checkbox"/> _____		
02.2.26	Other cards <input type="checkbox"/> _____		
02.2.27	Other cards <input type="checkbox"/> _____		
02.2.28	Other cards <input type="checkbox"/> _____		
02.2.29	e-checks		
	Interactive Voice Response (IVR) System One-time Payment		
02.3.1	Credit card <input type="checkbox"/> Visa		
02.3.2	Credit card <input type="checkbox"/> MasterCard		
02.3.3	Credit card <input type="checkbox"/> American Express		
02.3.4	Credit card <input type="checkbox"/> Discover Card		
02.3.5	Credit card <input type="checkbox"/> Other		
02.3.6	Credit card <input type="checkbox"/> Other		
02.3.7	Debit card PIN <input type="checkbox"/> Visa		
02.3.8	Debit card PIN <input type="checkbox"/> MasterCard		

RQMT #	Requirement	YES	Explanation
02.3.9	Debit card PIN <input type="checkbox"/> American Express		
02.3.10	Debit card PIN <input type="checkbox"/> Discover Card		
02.3.11	Debit card PIN <input type="checkbox"/> Other		
02.3.12	Debit card PIN <input type="checkbox"/> Other		
02.3.13	Debit card PIN-less <input type="checkbox"/> Visa		
02.3.14	Debit card PIN-less <input type="checkbox"/> MasterCard		
02.3.15	Debit card PIN-less <input type="checkbox"/> American Express		
02.3.16	Debit card PIN-less <input type="checkbox"/> Discover Card		
02.3.17	Debit card PIN-less <input type="checkbox"/> Other		
02.3.18	Debit card PIN-less <input type="checkbox"/> Other		
02.3.19	Purchase card <input type="checkbox"/> Visa		
02.3.20	Purchase card <input type="checkbox"/> MasterCard		
02.3.21	Purchase card <input type="checkbox"/> American Express		
02.3.22	Purchase card <input type="checkbox"/> Discover Card		
02.3.23	Purchase card <input type="checkbox"/> Other		
02.3.24	Purchase card <input type="checkbox"/> Other		
02.3.25	Other cards <input type="checkbox"/> _____		
02.3.26	Other cards <input type="checkbox"/> _____		
02.3.27	Other cards <input type="checkbox"/> _____		
02.3.28	Other cards <input type="checkbox"/> _____		
02.3.29	e-checks		
	Interactive Voice Response (IVR) System		
	Recurring Payment		
02.4.1	Credit card <input type="checkbox"/> Visa		
02.4.2	Credit card <input type="checkbox"/> MasterCard		
02.4.3	Credit card <input type="checkbox"/> American Express		
02.4.4	Credit card <input type="checkbox"/> Discover Card		

RQMT #	Requirement	YES	Explanation
02.4.5	Credit card <input type="checkbox"/> Other		
02.4.6	Credit card <input type="checkbox"/> Other		
02.4.7	Debit card PIN <input type="checkbox"/> Visa		
02.4.8	Debit card PIN <input type="checkbox"/> MasterCard		
02.4.9	Debit card PIN <input type="checkbox"/> American Express		
02.4.10	Debit card PIN <input type="checkbox"/> Discover Card		
02.4.11	Debit card PIN <input type="checkbox"/> Other		
02.4.12	Debit card PIN <input type="checkbox"/> Other		
02.4.13	Debit card PIN-less <input type="checkbox"/> Visa		
02.4.14	Debit card PIN-less <input type="checkbox"/> MasterCard		
02.4.15	Debit card PIN-less <input type="checkbox"/> American Express		
02.4.16	Debit card PIN-less <input type="checkbox"/> Discover Card		
02.4.17	Debit card PIN-less <input type="checkbox"/> Other		
02.4.18	Debit card PIN-less <input type="checkbox"/> Other		
02.4.19	Purchase card <input type="checkbox"/> Visa		
02.4.20	Purchase card <input type="checkbox"/> MasterCard		
02.4.21	Purchase card <input type="checkbox"/> American Express		
02.4.22	Purchase card <input type="checkbox"/> Discover Card		
02.4.23	Purchase card <input type="checkbox"/> Other		
02.4.24	Purchase card <input type="checkbox"/> Other		
02.4.25	Other cards <input type="checkbox"/> _____		
02.4.26	Other cards <input type="checkbox"/> _____		
02.4.27	Other cards <input type="checkbox"/> _____		
02.4.28	Other cards <input type="checkbox"/> _____		
02.4.29	e-checks		

RQMT #	Requirement	YES	Explanation
	Over-The-Counter One-time Payment		
<u>02.5.1</u>	Credit card <input type="checkbox"/> Visa		
<u>02.5.2</u>	Credit card <input type="checkbox"/> MasterCard		
<u>02.5.3</u>	Credit card <input type="checkbox"/> American Express		
<u>02.5.4</u>	Credit card <input type="checkbox"/> Discover Card		
<u>02.5.5</u>	Credit card <input type="checkbox"/> Other		
<u>02.5.6</u>	Credit card <input type="checkbox"/> Other		
<u>02.5.7</u>	Debit card PIN <input type="checkbox"/> Visa		
<u>02.5.8</u>	Debit card PIN <input type="checkbox"/> MasterCard		
<u>02.5.9</u>	Debit card PIN <input type="checkbox"/> American Express		
<u>02.5.10</u>	Debit card PIN <input type="checkbox"/> Discover Card		
<u>02.5.11</u>	Debit card PIN <input type="checkbox"/> Other		
<u>02.5.12</u>	Debit card PIN <input type="checkbox"/> Other		
<u>02.5.13</u>	Debit card PIN-less <input type="checkbox"/> Visa		
<u>02.5.14</u>	Debit card PIN-less <input type="checkbox"/> MasterCard		
<u>02.5.15</u>	Debit card PIN-less <input type="checkbox"/> American Express		
<u>02.5.16</u>	Debit card PIN-less <input type="checkbox"/> Discover Card		
<u>02.5.17</u>	Debit card PIN-less <input type="checkbox"/> Other		
<u>02.5.18</u>	Debit card PIN-less <input type="checkbox"/> Other		
<u>02.5.19</u>	Purchase card <input type="checkbox"/> Visa		
<u>02.5.20</u>	Purchase card <input type="checkbox"/> MasterCard		
<u>02.5.21</u>	Purchase card <input type="checkbox"/> American Express		
<u>02.5.22</u>	Purchase card <input type="checkbox"/> Discover Card		
<u>02.5.23</u>	Purchase card <input type="checkbox"/> Other		
<u>02.5.24</u>	Purchase card <input type="checkbox"/> Other		
<u>02.5.25</u>	Other cards <input type="checkbox"/>		
<u>02.5.26</u>	Other cards <input type="checkbox"/>		

RQMT #	Requirement	YES	Explanation
02.5.27	Other cards <input type="checkbox"/>		
02.5.28	Other cards <input type="checkbox"/>		
02.5.29	e-checks		
	Over-The-Counter Recurring Payment		
02.6.1	Credit card <input type="checkbox"/> Visa		
02.6.2	Credit card <input type="checkbox"/> MasterCard		
02.6.3	Credit card <input type="checkbox"/> American Express		
02.6.4	Credit card <input type="checkbox"/> Discover Card		
02.6.5	Credit card <input type="checkbox"/> Other		
02.6.6	Credit card <input type="checkbox"/> Other		
02.6.7	Debit card PIN <input type="checkbox"/> Visa		
02.6.8	Debit card PIN <input type="checkbox"/> MasterCard		
02.6.9	Debit card PIN <input type="checkbox"/> American Express		
02.6.10	Debit card PIN <input type="checkbox"/> Discover Card		
02.6.11	Debit card PIN <input type="checkbox"/> Other		
02.6.12	Debit card PIN <input type="checkbox"/> Other		
02.6.13	Debit card PIN-less <input type="checkbox"/> Visa		
02.6.14	Debit card PIN-less <input type="checkbox"/> MasterCard		
02.6.15	Debit card PIN-less <input type="checkbox"/> American Express		
02.6.16	Debit card PIN-less <input type="checkbox"/> Discover Card		
02.6.17	Debit card PIN-less <input type="checkbox"/> Other		
02.6.18	Debit card PIN-less <input type="checkbox"/> Other		
02.6.19	Purchase card <input type="checkbox"/> Visa		
02.6.20	Purchase card <input type="checkbox"/> MasterCard		
02.6.21	Purchase card <input type="checkbox"/> American Express		
02.6.22	Purchase card <input type="checkbox"/> Discover Card		
02.6.23	Purchase card <input type="checkbox"/> Other		

RQMT #	Requirement	YES	Explanation
02.6.24	Purchase card <input type="checkbox"/> Other		
02.6.25	Other cards <input type="checkbox"/>		
02.6.26	Other cards <input type="checkbox"/>		
02.6.27	Other cards <input type="checkbox"/>		
02.6.28	Other cards <input type="checkbox"/>		
02.6.29	e-checks		
	Kiosk One-time Payment		
02.7.1	Credit card <input type="checkbox"/> Visa		
02.7.2	Credit card <input type="checkbox"/> MasterCard		
02.7.3	Credit card <input type="checkbox"/> American Express		
02.7.4	Credit card <input type="checkbox"/> Discover Card		
02.7.5	Credit card <input type="checkbox"/> Other		
02.7.6	Credit card <input type="checkbox"/> Other		
02.7.7	Debit card PIN <input type="checkbox"/> Visa		
02.7.8	Debit card PIN <input type="checkbox"/> MasterCard		
02.7.9	Debit card PIN <input type="checkbox"/> American Express		
02.7.10	Debit card PIN <input type="checkbox"/> Discover Card		
02.7.11	Debit card PIN <input type="checkbox"/> Other		
02.7.12	Debit card PIN <input type="checkbox"/> Other		
02.7.13	Debit card PIN-less <input type="checkbox"/> Visa		
02.7.14	Debit card PIN-less <input type="checkbox"/> MasterCard		
02.7.15	Debit card PIN-less <input type="checkbox"/> American Express		
02.7.16	Debit card PIN-less <input type="checkbox"/> Discover Card		
02.7.17	Debit card PIN-less <input type="checkbox"/> Other		
02.7.18	Debit card PIN-less <input type="checkbox"/> Other		
02.7.19	Purchase card <input type="checkbox"/> Visa		

Attachment A
RFP No. 602418-11
Electronic Payments Processor

RQMT #	Requirement	YES	Explanation
02.7.20	Purchase card <input type="checkbox"/> MasterCard		
02.7.21	Purchase card <input type="checkbox"/> American Express		
02.7.22	Purchase card <input type="checkbox"/> Discover Card		
02.7.23	Purchase card <input type="checkbox"/> Other		
02.7.24	Purchase card <input type="checkbox"/> Other		
02.7.25	Other cards <input type="checkbox"/> _____		
02.7.26	Other cards <input type="checkbox"/> _____		
02.7.27	Other cards <input type="checkbox"/> _____		
02.7.28	Other cards <input type="checkbox"/> _____		
02.7.29	e-checks		
	Kiosk Recurring Payment		
02.8.1	Credit card <input type="checkbox"/> Visa		
02.8.2	Credit card <input type="checkbox"/> MasterCard		
02.8.3	Credit card <input type="checkbox"/> American Express		
02.8.4	Credit card <input type="checkbox"/> Discover Card		
02.8.5	Credit card <input type="checkbox"/> Other		
02.8.6	Credit card <input type="checkbox"/> Other		
02.8.7	Debit card PIN <input type="checkbox"/> Visa		
02.8.8	Debit card PIN <input type="checkbox"/> MasterCard		
02.8.9	Debit card PIN <input type="checkbox"/> American Express		
02.8.10	Debit card PIN <input type="checkbox"/> Discover Card		
02.8.11	Debit card PIN <input type="checkbox"/> Other		
02.8.12	Debit card PIN <input type="checkbox"/> Other		
02.8.13	Debit card PIN-less <input type="checkbox"/> Visa		
02.8.14	Debit card PIN-less <input type="checkbox"/> MasterCard		
02.8.15	Debit card PIN-less <input type="checkbox"/> American Express		
02.8.16	Debit card PIN-less <input type="checkbox"/> Discover Card		

RQMT #	Requirement	YES	Explanation
<u>02.8.17</u>	Debit card PIN-less <input type="checkbox"/> Other		
<u>02.8.18</u>	Debit card PIN-less <input type="checkbox"/> Other		
<u>02.8.19</u>	Purchase card <input type="checkbox"/> Visa		
<u>02.8.20</u>	Purchase card <input type="checkbox"/> MasterCard		
<u>02.8.21</u>	Purchase card <input type="checkbox"/> American Express		
<u>02.8.22</u>	Purchase card <input type="checkbox"/> Discover Card		
<u>02.8.23</u>	Purchase card <input type="checkbox"/> Other		
<u>02.8.24</u>	Purchase card <input type="checkbox"/> Other		
<u>02.8.25</u>	Other cards <input type="checkbox"/> _____		
<u>02.8.26</u>	Other cards <input type="checkbox"/> _____		
<u>02.8.27</u>	Other cards <input type="checkbox"/> _____		
<u>02.8.28</u>	Other cards <input type="checkbox"/> _____		
<u>02.8.29</u>	e-checks		
	Mobile Communications Devices [MCDs] (SmartPhones, Tablets, etc.) One-time Payment		
<u>02.9.1</u>	Credit card <input type="checkbox"/> Visa		
<u>02.9.2</u>	Credit card <input type="checkbox"/> MasterCard		
<u>02.9.3</u>	Credit card <input type="checkbox"/> American Express		
<u>02.9.4</u>	Credit card <input type="checkbox"/> Discover Card		
<u>02.9.5</u>	Credit card <input type="checkbox"/> Other		
<u>02.9.6</u>	Credit card <input type="checkbox"/> Other		
<u>02.9.7</u>	Debit card PIN <input type="checkbox"/> Visa		
<u>02.9.8</u>	Debit card PIN <input type="checkbox"/> MasterCard		
<u>02.9.9</u>	Debit card PIN <input type="checkbox"/> American Express		
<u>02.9.10</u>	Debit card PIN <input type="checkbox"/> Discover Card		
<u>02.9.11</u>	Debit card PIN <input type="checkbox"/> Other		
<u>02.9.12</u>	Debit card PIN <input type="checkbox"/> Other		

RQMT #	Requirement	YES	Explanation
<u>02.9.13</u>	Debit card PIN-less <input type="checkbox"/> Visa		
<u>02.9.14</u>	Debit card PIN-less <input type="checkbox"/> MasterCard		
<u>02.9.15</u>	Debit card PIN-less <input type="checkbox"/> American Express		
<u>02.9.16</u>	Debit card PIN-less <input type="checkbox"/> Discover Card		
<u>02.9.17</u>	Debit card PIN-less <input type="checkbox"/> Other		
<u>02.9.18</u>	Debit card PIN-less <input type="checkbox"/> Other		
<u>02.9.19</u>	Purchase card <input type="checkbox"/> Visa		
<u>02.9.20</u>	Purchase card <input type="checkbox"/> MasterCard		
<u>02.9.21</u>	Purchase card <input type="checkbox"/> American Express		
<u>02.9.22</u>	Purchase card <input type="checkbox"/> Discover Card		
<u>02.9.23</u>	Purchase card <input type="checkbox"/> Other		
<u>02.9.24</u>	Purchase card <input type="checkbox"/> Other		
<u>02.9.25</u>	Other cards <input type="checkbox"/> _____		
<u>02.9.26</u>	Other cards <input type="checkbox"/> _____		
<u>02.9.27</u>	Other cards <input type="checkbox"/> _____		
<u>02.9.28</u>	Other cards <input type="checkbox"/> _____		
<u>02.9.29</u>	e-checks		
	Mobile Communications Devices [MCDs] (SmartPhones, Tablets, etc.) Recurring Payment		
<u>02.10.1</u>	Credit card <input type="checkbox"/> Visa		
<u>02.10.2</u>	Credit card <input type="checkbox"/> MasterCard		
<u>02.10.3</u>	Credit card <input type="checkbox"/> American Express		
<u>02.10.4</u>	Credit card <input type="checkbox"/> Discover Card		
<u>02.10.5</u>	Credit card <input type="checkbox"/> Other		
<u>02.10.6</u>	Credit card <input type="checkbox"/> Other		
<u>02.10.7</u>	Debit card PIN <input type="checkbox"/> Visa		
<u>02.10.8</u>	Debit card PIN <input type="checkbox"/> MasterCard		

Attachment A
RFP No. 602418-11
Electronic Payments Processor

RQMT #	Requirement	YES	Explanation
02.10.9	Debit card PIN <input type="checkbox"/> American Express		
02.10.10	Debit card PIN <input type="checkbox"/> Discover Card		
02.10.11	Debit card PIN <input type="checkbox"/> Other		
02.10.12	Debit card PIN <input type="checkbox"/> Other		
02.10.13	Debit card PIN-less <input type="checkbox"/> Visa		
02.10.14	Debit card PIN-less <input type="checkbox"/> MasterCard		
02.10.15	Debit card PIN-less <input type="checkbox"/> American Express		
02.10.16	Debit card PIN-less <input type="checkbox"/> Discover Card		
02.10.17	Debit card PIN-less <input type="checkbox"/> Other		
02.10.18	Debit card PIN-less <input type="checkbox"/> Other		
02.10.19	Purchase card <input type="checkbox"/> Visa		
02.10.20	Purchase card <input type="checkbox"/> MasterCard		
02.10.21	Purchase card <input type="checkbox"/> American Express		
02.10.22	Purchase card <input type="checkbox"/> Discover Card		
02.10.23	Purchase card <input type="checkbox"/> Other		
02.10.24	Purchase card <input type="checkbox"/> Other		
02.10.25	Other cards <input type="checkbox"/> _____		
02.10.26	Other cards <input type="checkbox"/> _____		
02.10.27	Other cards <input type="checkbox"/> _____		
02.10.28	Other cards <input type="checkbox"/> _____		
02.10.29	e-checks		
	OTHER One-time Payment		
02.11.1	Credit card <input type="checkbox"/> Visa		
02.11.2	Credit card <input type="checkbox"/> MasterCard		
02.11.3	Credit card <input type="checkbox"/> American Express		
02.11.4	Credit card <input type="checkbox"/> Discover Card		
02.11.5	Credit card <input type="checkbox"/> Other		

RQMT #	Requirement	YES	Explanation
02.11.6	Credit card <input type="checkbox"/> Other		
02.11.7	Debit card PIN <input type="checkbox"/> Visa		
02.11.8	Debit card PIN <input type="checkbox"/> MasterCard		
02.11.9	Debit card PIN <input type="checkbox"/> American Express		
02.11.10	Debit card PIN <input type="checkbox"/> Discover Card		
02.11.11	Debit card PIN <input type="checkbox"/> Other		
02.11.12	Debit card PIN <input type="checkbox"/> Other		
02.11.13	Debit card PIN-less <input type="checkbox"/> Visa		
02.11.14	Debit card PIN-less <input type="checkbox"/> MasterCard		
02.11.15	Debit card PIN-less <input type="checkbox"/> American Express		
02.11.16	Debit card PIN-less <input type="checkbox"/> Discover Card		
02.11.17	Debit card PIN-less <input type="checkbox"/> Other		
02.11.18	Debit card PIN-less <input type="checkbox"/> Other		
02.11.19	Purchase card <input type="checkbox"/> Visa		
02.11.20	Purchase card <input type="checkbox"/> MasterCard		
02.11.21	Purchase card <input type="checkbox"/> American Express		
02.11.22	Purchase card <input type="checkbox"/> Discover Card		
02.11.23	Purchase card <input type="checkbox"/> Other		
02.11.24	Purchase card <input type="checkbox"/> Other		
02.11.25	Other cards <input type="checkbox"/> _____		
02.11.26	Other cards <input type="checkbox"/> _____		
02.11.27	Other cards <input type="checkbox"/> _____		
02.11.28	Other cards <input type="checkbox"/> _____		
02.11.29	e-checks		

Attachment A
RFP No. 602418-11
Electronic Payments Processor

RQMT #	Requirement	YES	Explanation
	OTHER Recurring Payment		
02.12.1	Credit card <input type="checkbox"/> Visa		
02.12.2	Credit card <input type="checkbox"/> MasterCard		
02.12.3	Credit card <input type="checkbox"/> American Express		
02.12.4	Credit card <input type="checkbox"/> Discover Card		
02.12.5	Credit card <input type="checkbox"/> Other		
02.12.6	Credit card <input type="checkbox"/> Other		
02.12.7	Debit card PIN <input type="checkbox"/> Visa		
02.12.8	Debit card PIN <input type="checkbox"/> MasterCard		
02.12.9	Debit card PIN <input type="checkbox"/> American Express		
02.12.10	Debit card PIN <input type="checkbox"/> Discover Card		
02.12.11	Debit card PIN <input type="checkbox"/> Other		
02.12.12	Debit card PIN <input type="checkbox"/> Other		
02.12.13	Debit card PIN-less <input type="checkbox"/> Visa		
02.12.14	Debit card PIN-less <input type="checkbox"/> MasterCard		
02.12.15	Debit card PIN-less <input type="checkbox"/> American Express		
02.12.16	Debit card PIN-less <input type="checkbox"/> Discover Card		
02.12.17	Debit card PIN-less <input type="checkbox"/> Other		
02.12.18	Debit card PIN-less <input type="checkbox"/> Other		
02.12.19	Purchase card <input type="checkbox"/> Visa		
02.12.20	Purchase card <input type="checkbox"/> MasterCard		
02.12.21	Purchase card <input type="checkbox"/> American Express		
02.12.22	Purchase card <input type="checkbox"/> Discover Card		
02.12.23	Purchase card <input type="checkbox"/> Other		
02.12.24	Purchase card <input type="checkbox"/> Other		
02.12.25	Other cards <input type="checkbox"/>		
02.12.26	Other cards <input type="checkbox"/>		

Attachment A
 RFP No. 602418-11
 Electronic Payments Processor

RQMT #	Requirement	YES	Explanation
02.12.27	Other cards <input type="checkbox"/>		
02.12.28	Other cards <input type="checkbox"/>		
02.12.29	e-checks		
Payments Composition : Origination, Frequency, and Instrument Types			

Payment Processing Details		Payment Processing Details	
RQMT #	Requirement	YES	Explanation
	For each of the listed payment channels, clearly describe the process of making a payment from a customer's point of view. Consider at least the steps where the customer chooses to make a payment, enters payment data, receives confirmation of the payment or an error message, and sees or hears the result at the County Department Website, IVR, etc.		
<u>03.1.1</u>	Websites		
<u>03.1.2</u>	IVR		
<u>03.1.3</u>	Kiosks		
<u>03.1.4</u>	MCDs		
<u>03.1.5</u>	Terminals		
<u>03.1.6</u>	Including, but not limited to, Virtual Terminals, Re-directed or Hosted Websites, and other.		
	For each of the listed payment channels, describe in detail the transaction processing error feedback, messages, and 'codes' as presented to the customer.		
<u>03.2.1</u>	Websites		
<u>03.2.2</u>	IVR		
<u>03.2.3</u>	Kiosks		
<u>03.2.4</u>	MCDs		
<u>03.2.5</u>	Terminals		



RQMT #	Requirement	YES	Explanation
03.2.6	Including, but not limited to, Virtual Terminals, Re-directed or Hosted Websites, and other. For each of the listed payment channels, indicate where and how these feedback messages are modifiable by the County.		
03.3.1	Websites		
03.3.2	IVR		
03.3.3	Kiosks		
03.3.4	MCDs		
03.3.5	Terminals		
03.3.6	Including, but not limited to, Virtual Terminals, Re-directed or Hosted Websites, and other.		
03.4.1	For all payment transactions, store approval codes, messages, confirmations or authorizations.		
	Please describe where authorization and settlement may occur simultaneously, for each of the payment channels.		
	Credit Card Processing:		
03.5.1	Websites		
03.5.2	IVR		
03.5.3	Kiosks		
03.5.4	MCDs		
03.5.5	Terminals		
03.5.6	Including, but not limited to, Virtual Terminals, Re-directed or Hosted Websites, and other		
	Debit Card Processing:		
03.5.7	Websites		
03.5.8	IVR		
03.5.9	Kiosks		
03.5.10	MCDs		

RQMT #	Requirement	YES	Explanation
03.5.11	Terminals		
03.5.12	Including, but not limited to, Virtual Terminals, Re-directed or Hosted Websites, and other. Electronic Checks Processing:		
03.5.13	Websites		
03.5.14	IVR		
03.5.15	Kiosks		
03.5.16	MCDs		
03.5.17	Terminals		
03.5.18	Including, but not limited to, Virtual Terminals, Re-directed or Hosted Websites, and other.		
	Describe how you will communicate to the customer that they can CANCEL a transaction before it has been finalized for each of the following payment channels:		
03.6.1	Websites		
03.6.2	IVR		
03.6.3	Kiosks		
03.6.4	MCDs		
03.6.5	Terminals		
03.6.6	Including, but not limited to, Virtual Terminals, Re-directed or Hosted Websites, and other. For each of the following payment channels, include at least the following receipt details: [County Department, County Department Charge Amount, PROCESSOR Fee Amount, Total Amount Paid, Date-Time, County Department Contact Info, plus a County-modifiable "message"]:		
03.7.1	Websites		
03.7.2	IVR		
03.7.3	Kiosks		
03.7.4	MCDs		

RQMT #	Requirement	YES	Explanation
03.7.5	Terminals		
03.7.6	Including, but not limited to, Virtual Terminals, Re-directed or Hosted Websites, and other. Describe your feedback to the County Department for completed payment transactions. Include all the transaction data necessary for the County Department to properly credit the correct account with the payment including at least the following:		
03.8.1	County Department (CD) Identifier		
03.8.2	CD Customer Account Number		
03.8.3	PROCESSOR Unique Transaction Number		
03.8.4	CD Charge - Paid Amount		
03.8.5	Date-Time		
03.8.6	Payment Origination (Web, IVR, Kiosk, etc.)		
03.9.1	Describe your check validation process. Does it include verifying the ABA numbers against a current list of valid NATIONAL ABA numbers?		
03.10.1	Describe your check validation against a current list of "bad checks accounts" to prevent fraud and abuse.		
03.11.1	Please describe how you will work with the County to implement exception processing for Web, IVR, kiosks, MCDs, and others (as appropriate) for ACH rejects.		
03.12.1	Please describe your deposit 'cut-off' times as they apply to:		
03.12.2	Credit Cards		
03.12.3	Debit Cards		
03.13.1	Electronic Checks		
03.13.1	Provide a unique transaction processing identifier or combination of identifiers clearly identifying the transaction, the County Department, the County Department application, and the appropriate account number.		

Attachment A
RFP No. 602418-11
Electronic Payments Processor

RQMT #	Requirement	YES	Explanation
03.14.1	Please describe your settlement process between you, the Processor and the County's deposit bank (Bank of America).		
Payment Processing Details			



Payments Tracking By Departments

Payments Tracking By Departments

RQMT #	Requirement	YES	Explanation
04.1.1	Describe how you will work with the County (Department) for media retrieval and/or charge-backs when appropriate.		
04.2.1	Provide access-controlled viewing and reporting functions to selected processing personnel for accounting, refunds, and other such functions.		
04.3.1	Describe search and retrieval capability using at least the following:		
04.3.2	County Department (CD) Identifier		
04.3.3	Customer Name		
04.3.4	CD Customer Account Number		
04.3.5	Location (Department)		
04.3.6	Unique Transaction Number		
04.3.7	Date-Time		
04.3.8	CD Charge Amount		
04.3.9	Processor Fee		
04.3.10	Total Amount Paid		
04.3.11	Payment Method (Card, eCheck...)		
	Payment Origination (Web, IVR, Kiosk, etc.)		

RQMIT #	Requirement	YES	Explanation
04.4.1	Describe your process for refunding credit and debit cards.		
	Describe all pertinent customer and payment data captured and retained, including at least the following:		
04.5.1	County Department (CD) Identifier		
04.5.2	Customer Name		
04.5.3	CD Customer Account Number		
04.5.4	Location (Department)		
04.5.5	Unique Transaction Number		
04.5.6	Date-Time		
04.5.7	CD Charge Amount		
04.5.8	Processor Fee		
04.5.9	Total Amount Paid		
04.5.10	Payment Method (Card, eCheck...)		
04.5.11	Card Information		
04.5.12	Card Number		
04.5.13	Card Expiration Date		
04.5.14	Card Mailing Zip Code		
04.5.15	Card CW, CSV, etc.		
04.5.16	eCheck Bank Routing Number		
04.5.17	eCheck Bank Account Number		
04.6.1	Describe all tools for research, reports, etc., their capabilities and outputs.		
Payments Tracking By Departments			

		Customer-Controlled User Accounts	
RQMT #	Requirement	YES	Explanation
	Provide Customer-Controlled User Accounts (CCUAs) where customers can setup recurring payments, "future" payments, etc. to selected County Departments. These CCUAs allow customers to securely store payment and contact information for use in make payments to County Departments, sending and receiving information about payment transactions, etc. Include at least the following:		
<u>05.1.1</u>	Credit Cards		
<u>05.1.2</u>	Debit Cards		
<u>05.1.3</u>	Electronic Checks		
<u>05.2.1</u>	For the CCUA, allow the customer to CANCEL or WITHDRAW a scheduled payment transaction where County Department business rules do not conflict (court-ordered recurring payments). Provide clear instructions and appropriate feedback (displays, email notification, etc.) to indicate the action or update.		
<u>05.3.1</u>	Provide customers with easily accessible receipts or log of transaction history confirming payment transactions, changes, or updates.		
<u>05.4.1</u>	Provide the customer with pre-payment-transaction notification within a suitable time-frame such that the customer can change or cancel the scheduled payment.		
<u>05.5.1</u>	Provide suitable feedback to customer when scheduled payment transaction fails (such as emails, auto-generated phone messages, etc.)		
<u>05.6.1</u>	Provide Customer-Controlled User Accounts (CCUAs) where customers can setup recurring payments, "future" payments, etc. to selected County Departments. These CCUAs allow customers to securely store payment and contact information for use in make payments to County Departments, sending and receiving information about payment transactions, etc. Include at least the following:		

RQMT #	Requirement	YES	Explanation
05.7.1	Retain the customer-controlled user accounts for at least 13 months of inactivity before de-activating the account. Provide appropriate notification to the customer such as emails, phone messages, etc. prior to de-activation.		
05.8.1	Describe if there is anything different about processing these settlements than other payment transactions previously described.		
05.9.1	Describe how you, the processor, provide customer service for lost passwords, passwords expirations, etc. These services (and more as appropriate) must be provided by the Processor as the County will have no role in these activities.		
Customer-Controlled User Accounts			



Implementation Services

Implementation Services

RQMT #	Requirement	YES	Explanation
Project Management			
06.1.1	Provide project management services during implementation of the payments processing project for each Clark County Department as it occurs.		
06.2.1	Provide expertise and experience in end-to-end installation of e-payments application.		
06.3.1	Provide technical and functional resources during the implementation of the project.		
06.4.1	Describe how you propose to provide both direct and indirect resources to each Department's implementation for each payment channel.		
06.5.1	Describe your project methodology, plans, and documentation as part of the entire implementation process.		
6.6.1	Describe how you provide concurrent systems implementations, for instance new card (-swipe) terminals, a new IVR and a Web site, for multiple departments perhaps at the same time.		
06.7.1	For each payment 'channel', provide technical and nontechnical support pre-implementation, during implementation, and post-implementation of the project?		
06.8.1	Processor Project Manager reports to and takes direction from designated Clark County Project Manager.		
06.9.1	Processor conducts pre-implementation gap analysis with each County Department for each payment channel to be implemented, provides documented findings highlighting areas of concern, suggested solutions and alternatives. Provides detailed implementation cost analysis and proposal where necessary.		

RQMT #	Requirement	YES	Explanation
Implementation Methodology			
<u>06.10.1</u>	Describe project status communication, deliverables, milestones, etc.		
<u>06.11.1</u>	Describe metrics, deliverables, mileposts, etc. as it concerns phases of the project?		
<u>06.12.1</u>	Describe initial training for County operations staff for each e-Payments process available.		
<u>06.13.1</u>	Describe initial training for County technical staff for each e-Payments process available.		
Provide documentation and extended technical and systems training to staff for			
<u>06.14.1</u>	Software functionality		
<u>06.14.2</u>	Database including data dictionary		
<u>06.14.3</u>	User Documentation		
<u>06.14.4</u>	System software administration		
Implementation Services			



Support Services - Administrative

Sustaining Support Services – Administrative

RQMT #	Requirement	YES	Explanation
For each Clark County Department			
	Provide electronic documentation for ...		
07.1.1	Balancing		
07.1.2	Settlement		
07.1.3	Exception Processing		
07.1.4	Error Handling		
07.1.5	Payment Refunds		
07.1.6	Card Charge-backs		
	Describe your support services response categorization methodology in terms of a Priority Matrix depicting Impact versus Urgency. Generally this may be thought of as a grid or matrix identifying target response and resolution times according to priority.		
07.2.1	Describe your guaranteed response and resolution times and how this is measured and monitored.		
07.3.1	Describe your problem escalation process.		
07.4.1	Provide knowledgeable resource contact information for resolution of issues.		
07.5.1	Provide local or 1-800 help desk support available.		
07.6.1	Provide E-mail help desk support.		
	Please indicate when help desk support is available at these times and days		

ROWT #	Requirement	YES	Explanation
07.7.1	(Indicate ___AM through ___PM, Pacific Time		
07.7.2	___Sun ___Mon ___Tue ___Wed ___Thu ___Fri ___Sat		
07.8.1	Describe what support is available for research, exceptions, and settlement and when it is available.		
07.9.1	Describe the additional research tools available to aid in payment exceptions research.		
07.10.1	Indicate the number of employees in your support group and how these support persons are scheduled for supporting County Departments processing electronic payments.		
07.11.1	Indicate the ratio of support employees per number of customer users.		
07.12.1	Describe notifications to County in cases of processing errors such as double-posting.		
07.13.1	Describe your "Catastrophic Failure" services for communication with the County, public relations for the citizen customers, etc. Provide responsible knowledgeable contact for 24x7x365 coordination as necessary.		
Sustaining Support Services – Administrative			



Support Services - Technical

Sustaining Support Services – Technical

RQMT #	Requirement	YES	Explanation
	Technical		
<u>07.14.1</u>	Describe your technical support services response categorization methodology in terms of a Priority Matrix depicting Impact versus Urgency. Generally this may be thought of as a grid or matrix identifying target response and resolution times according to priority.		
<u>07.15.1</u>	Provide 1-800 telephone technical support.		
<u>07.16.1</u>	Provide E-mail technical support.		
<u>07.17.1</u>	Describe your technical support services escalation procedures.		
<u>07.18.1</u>	Identify and provide your escalation contact list for technical problem resolution.		
<u>07.19.1</u>	Describe how you can meet current and (future) anticipated transaction volumes transaction volume demands.		
<u>07.20.1</u>	Describe your Disaster Recovery and Business Continuation plans and operations.		
<u>07.21.1</u>	Provide electronic documentation regarding your system's Disaster Recovery Plan.		
<u>07.22.1</u>	Provide electronic documentation, including periodic updates, for Application Program Interfaces (APIs) to accompany changes to your systems.		

Attachment A
RFP No. 602418-11
Electronic Payments Processor

RQMT #	Requirement	YES	Explanation
07.23.1	Describe the architecture of your HA system and how fail-over operates.		
07.24.1	Describe where you're primary, redundant (or fail-over) and backup systems are located.		
07.25.1	Describe your Crisis Response, "Compromised Data" or "We've Just Been Hacked" systems remediation process and plans. Include a component addressing customer and media notification. Provide responsible, knowledgeable contact for 24x7x365 coordination as necessary.		



Security and Compliance

Security and Compliance

RQMT #	Requirement	YES	Explanation
	Document your compliance with the following:		
08.1*	Describe how your proposed payment processing channel solution(s) comply with the PCI-DSS and how it will be applied to each payment processing channel.		
08.2*	Describe how your proposed payment processing channel solution(s) comply with the PA-DSS, and how it will be applied to each applicable payment processing channel.		
08.3	Describe how your proposed payment processing channel solution(s) comply with the PCI Point-to-Point Encryption Solution Requirements for Encryption, Decryption and Key Management Requirements and how it will be applied to each applicable payment processing channel.		
08.3.1	As appropriate, describe how your payment processing channel is applied and validated for each of the appropriate control domains		
08.3.2	o Domain 1: Encryption Device.		
08.3.3	o Domain 2: Application Security.		
08.3.4	o Domain 3: Encryption Environment.		
08.3.5	o Domain 4: Transmissions between Encryption and Decryption Environments.		
08.3.6	o Domain 5: Decryption Environment.		
08.3.7	o Domain 6: Cryptographic Key Operations.		
08.4	As appropriate, describe how your proposed payment processing channel solution(s) comply with the PCI DSS Tokenization Guideline and how it will be applied to each payment applicable processing channel.		
08.4.1	o Single-use Tokens		

RQMT #	Requirement	YES	Explanation
08.4.2	<ul style="list-style-type: none"> o Multi-use Tokens 		
08.4.3	<ul style="list-style-type: none"> o Token Generation, mapping, card data vault, cryptographic key management 		
08.4.4	<ul style="list-style-type: none"> o Tokenization Operations. 		
08.4.5	<ul style="list-style-type: none"> o Network Segmentation, authentication, monitoring, token distinguishability and PCI DSS requirements, "in-scope" and "out-of-scope" considerations, and maximizing scope reduction 		
08.4.6	<ul style="list-style-type: none"> o Tokenization deployment model proposed and responsibilities 		
08.5	As appropriate, describe how your proposed payment processing channel solution(s) comply with the PCI-DSS Virtualization Guideline and how it will be applied to each applicable payment processing channel:		
08.5.1	<ul style="list-style-type: none"> o Scoping for Hypervisor, Virtual Machine, Virtual Appliance, Virtual Switch or Router, Virtual Appliance and Desktops, Cloud Computing. 		
08.5.2	<ul style="list-style-type: none"> o How section 4, Recommendations, and section 7 Appendix Requirements of the PCI DSS Virtualization Guidelines have been addressed. 		
08.6	As appropriate, describe how your proposed payment processing channel solution(s) comply with the PCI-DSS Guideline for Protecting Telephone-based Payment Card Data and how it will be applied to each applicable payment processing channel:		
08.6.1	<ul style="list-style-type: none"> o Voice Recordings 		
08.6.2	<ul style="list-style-type: none"> o Call Centers 		
08.7	As appropriate, describe how your proposed payment processing channel solution(s) comply with the PCI-DSS Wireless Guidelines and how it will be applied to each applicable payment processing channel:		
08.7.1	<ul style="list-style-type: none"> o How the requirements for in-scope wireless networks are addressed. 		
08.8	As appropriate, describe the independent security validation testing of your proposed solution(s) with respect to the following guidelines:		
08.8.1	<ul style="list-style-type: none"> o SAS70 		
08.8.2	<ul style="list-style-type: none"> o SSAE 16 		

RQMT #	Requirement	YES	Explanation
08.8.3	o ISO 27001		
08.8.4	o Payment Card Industry Data Security Standards.		
08.8.5	o How often do you perform those assessments?		
08.8.6	o Describe what type of independent security validation testing (not performed operational employees) is performed and on what basis and frequency?		
08.9	As appropriate, document your compliance with the following:		
08.9.1	Fair Credit Billing Act		
08.9.2	Electronic Fund Transfer Act (EFTA) (Regulation E)		
08.9.3	Gramm-Leach-Bliley Act (GLBA)		
08.9.4	Sarbanes-Oxley Act (SOA)		
08.9.5	Dodd-Frank Wall Street Reform and Consumer Protection Act		
08.9.6	NACHA Rules (National Automated Clearing House Association – now called the Electronic Payments Association)		
08.9.7	Check Clearing for the 21st Century Act (or Check 21 Act)		
	Nevada Revised Statutes (NRS)		
08.10	Describe how your proposed payment processing channel solutions(s) comply with the following Nevada Revised Statutes:		
08.10.1	NRS 1.113 Acceptance of credit card or debit card for payment		

RQMT #	Requirement	YES	Explanation
08.10.2	NRS 205.461 Personal Identifying Information....		
08.10.3	NRS 205.464 Obtaining, Using...personal...information...		
08.10.4	NRS 354.770 Acceptance of payments by card(s) or electronic transfers of money.		
08.10.5	NRS 354.790 Additional Fee for providing service...		
08.10.6	NRS 603A Security of Personal Information...		
08.11.1	Indicate the forms, data, and security models you wish to use to transfer all electronic processing records to Clark County at contract termination.		
08.12.1	Are any hardware solutions designed with TRSMs (Tamper Resistant Security Modules)?		
08.13.1	There is a list of County card-swipe terminals following Section 11. Are any of the current hardware devices equipped with TRSMs (Tamper Resistant Security Modules)?		
* Required			
Security and Compliance			



Company Background

Company Background

RQMT #	Requirement	YES	Explanation
	Vendors must provide a company profile. Information provided shall include:		
10.1.1	Company ownership (sole proprietor, partnership, etc).		
10.2.1	Incorporated companies must identify the state in which the company is incorporated and the date of incorporation. Please be advised , pursuant to NRS §80.010, incorporated companies must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, <u>unless specifically exempted by NRS §80.015.</u>		
10.3.1	The selected vendor, prior to doing business in the State of Nevada, must meet all state and local licensing requirements.		
10.4.1	Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable with the State of Nevada.		
10.5.1	Location(s) of the company offices and location of the office that will provide the services described in this RFP.		
10.6.1	Is your firm a resident of Nevada or a resident of another state? If so, please list the state of residence. Does your resident state apply a preference, which is not afforded to bidders or vendors who are residents in the state of Nevada. This information may be utilized in determining whether an inverse preference applies pursuant to NRS §333.336. –		
10.7.1	Number of employees locally.		
10.7.2	Number of employees both nationally.		

RQMT #	Requirement	YES	Explanation
10.8.1	Location(s) from which employees will be assigned.		
10.9.1	Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.		
10.10.1	Company background/history and why vendor is qualified to provide the services described in this RFP.		
10.11.1	Length of time vendor has been providing services described in this RFP to the public and/or private sector . Please provide a brief description.		
10.12.1	Has the vendor ever been engaged under contract by any State of Nevada agency?		
10.13.1	Is the vendor or any of the vendor's employees employed by the State of Nevada, any of its political subdivisions or by any other government?		
10.14.1	Resumes for key staff to be responsible for performance of any contract resulting from this RFP.		
Company Background			



Describe Your Fees

Describe Your Fees and Costs

Requirement #	Requirement	YES	Explanation
11.1.1	In detail, describe all fees and costs as they impact electronic payments processing. Be as thorough as possible.		
11.2.1	List all equipment required to meet Processor specifications for performance, security, etc. List details regarding purchase versus lease, etc.		
11.3.1	List hourly costs for Implementation Services (like Web Implementation, Web Integration, IVR Implementation, IVR Integration, Mobile Computing Device Application Developments and Integration, etc.)		
11.3.2	List hourly costs for Professional Services (like Web Implementation, Web Integration, IVR Implementation, IVR Integration, Mobile Computing Device Application Developments and Integration, etc.)		
11.3.3	List hourly costs for Training Services (like Web Implementation, Web Integration, IVR Implementation, IVR Integration, Mobile Computing Device Application Developments and Integration, etc.)		

Describe Your Fees and Costs

Please place your Fee(s) pricing in the following table. Include additional similar columns of tables as needed.

Credit Card Merchant Category	Visa		Master Card		American Express		Discover		Other			
	Government	Fee	Amount	Government	Fee	Amount	Government	Fee	Amount	Government	Fee	Amount
Transaction												
Interchange-%												
Interchange-\$												
Assessment-%												
Processor-\$												
Other (Please describe)												
Total Fee												

Debit Card PIN Merchant Category	Visa		Master Card		American Express		Discover		Other			
	Government	Fee	Amount	Government	Fee	Amount	Government	Fee	Amount	Government	Fee	Amount
Transaction												
Interchange-%												
Interchange-\$												
Assessment-%												
Processor-\$												
Other (Please describe)												
Total Fee												

Attachment A
RFP No. 602418-11
Electronic Payments Processor

Debit Card PINless	Visa		Master Card		American Express		Discover		Other	
	Government		Government		Government		Government		Government	
Merchant Category	Fee	Amount	Fee	Amount	Fee	Amount	Fee	Amount	Fee	Amount
Transaction										
Interchange-%										
Interchange-\$										
Assessment-%										
Processor-\$										
Other (Please describe)										
Total Fee										

Electronic Check	Visa		Master Card		American Express		Discover		Other	
	Government		Government		Government		Government		Government	
Merchant Category	Fee	Amount	Fee	Amount	Fee	Amount	Fee	Amount	Fee	Amount
Transaction										
Interchange-%										
Interchange-\$										
Assessment-%										
Processor-\$										
Other (Please describe)										
Total Fee										

Other (Please specific)	Visa		Master Card		American Express		Discover		Other	
	Government	Amount	Government	Amount	Government	Amount	Government	Amount	Government	Amount
Merchant Category										
Transaction	Fee	Amount	Fee	Amount	Fee	Amount	Fee	Amount	Fee	Amount
Interchange-%										
Interchange-\$										
Assessment-%										
Processor-\$										
Other (Please describe)										
Total Fee										

The following table contains the current inventory of card-swipe terminals in the County. The Proposer may utilize some, none, or all of these devices and may use this information to determine hardware costs to implement their payment processing infrastructure.

Current County Card-swipe Terminals Inventory		
Model	Count	
T7Plus	218	
P1300	55	
S8	104	
T330	5	
S9	49	
Printer 250	5	
PP201	2	
Trans380x2	5	
Total	443	

The transaction data below may be used to determine the fees the Processor will charge. There are no guarantees implied.

Transaction Information BY DEPARTMENT does not include Health District		2010 Items	2010 Sales Volume	2011 YTD (Jan-Aug) Items	2011 YTD (Jan- Aug) Sales Volume	2011 Proj Items	2011 Proj Sales
DEPARTMENT							
AIR QUALITY		1,147	\$ 509,913.38	719	\$ 345,062.98	1,079	517,594.47
BUSINESS LICENSE		2,188	\$ 347,144.49	2,033	\$ 332,666.04	3,050	498,999.06
CC BUILDING DEPT		2,712	\$ 143,247.07	1,976	\$ 111,725.76	2,964	167,588.64
DISTRICT COURT		1,381	\$ 246,860.41	989	\$ 191,143.07	1,484	286,714.61
FAMILY COURT		5,328	\$ 726,435.53	4,125	\$ 479,419.50	6,188	719,129.25
CLERK		1,381	\$ 246,860.41	989	\$ 191,143.07	1,484	286,714.61
Family Mediation		760	\$ 67,119.00	653	\$ 58,980.00	980	88,470.00
HENDERSON JUSTICE COURT		4,482	\$ 662,338.70	3,184	\$ 527,883.77	4,776	791,825.66
LAS VEGAS JUSTICE COURT:						0	0.00
COURT ED COUNTER		1,473	\$ 192,179.00	1,116	\$ 134,018.50	1,674	201,027.75
CRIMINAL COUNTER		2,957	\$ 1,020,424.70	2,250	\$ 759,872.10	3,375	1,139,808.15
CIVIL COUNTER		3,151	\$ 209,994.66	1,864	\$ 116,906.40	2,796	175,359.60
TRAFFIC COUNTER		29,949	\$ 6,734,856.79	16,083	\$ 4,275,290.38	24,125	6,412,935.57
COURT ED INTERNET		13,743	\$ 745,085.00	8,088	\$ 422,360.00	12,132	633,540.00
TRAFFIC IVR		100,404	\$ 18,829,545.02	66,509	\$ 12,951,870.38	99,764	19,427,805.57
COURT ED		0	\$ -	0	\$ -	0	0.00
NORTH LAS VEGAS JUSTICE COURT		1,174	\$ 123,138.17	749	\$ 78,133.65	1,124	117,200.48
OUTLYING JUSTICE COURTS:						0	0.00
BOULDER TOWNSHIP JUSTICE COURT		333	\$ 65,493.00	305	\$ 54,064.00	458	81,096.00
BUNKERVILLE JUSTICE COURT		1,038	\$ 180,863.90	1,300	\$ 226,195.15	1,950	339,292.73
LAUGHLIN JUSTICE COURT		2,483	\$ 412,360.50	1,566	\$ 264,795.00	2,349	397,192.50
MOAPA JUSTICE COURT		2,158	\$ 340,734.70	1,474	\$ 228,551.30	2,211	342,826.95
MOAPA VALLEY JUSTICE COURT		198	\$ 40,394.00	136	\$ 32,373.00	204	48,559.50
SEARCHLIGHT JUSTICE OF PEACE		3,774	\$ 673,218.00	1,668	\$ 316,850.00	2,502	475,275.00

DEPARTMENT	2010 Items	2010 Sales Volume	2011 YTD (Jan-Aug) Items	2011 YTD (Jan-Aug) Sales Volume	2011 Proj Items	2011 Proj Sales
SEARCHLIGHT JUSTICE OF PEACE	3,774	\$ 673,218.00	0	\$ -	0	0.00
GOOD SPRINGS JUSTICE COURT	8,030	\$ 1,030,357.31	5,399	\$ 735,507.36	8,099	1,103,261.04
GOOD SPRINGS JUSTICE COURT	0	\$ -	0	\$ -	0	0.00
PARKS AND REC	20,167	\$ 1,083,641.49	5,716	\$ 345,423.05	8,574	518,134.58
	1,060	\$ 60,541.86	0	\$ -	0	0.00
	0	\$ -	0	\$ -	0	0.00
	526	\$ 15,927.00	0	\$ -	0	0.00
	9,592	\$ 180,145.52	0	\$ -	0	0.00
CCWRD	41,117	\$ 8,216,076.35	40,029	\$ 9,402,516.20	60,044	14,103,774.30
TREASURER:						
DEBIT	3,800	\$ 2,174,594.49	3,039	\$ 1,710,806.91	4,559	2,566,210.37
IVR	21,794	\$ 15,525,882.55	16,520	\$ 10,419,151.94	24,780	15,628,727.91
WEB	0	\$ -	0	\$ -	0	0.00
DISCOVER - COUNTER						
UMC:						
UMC Cashier	8,106	\$ 1,102,504.22	3,452	\$ 556,494.35	5,178	834,741.53
Wellness Center	559	\$ 19,206.07	359	\$ 15,140.90	539	22,711.35
UMC -ADMITTING	550	\$ 151,943.33	258	\$ 70,574.46	387	105,861.69
UMC Ambulatory Surgery	1,177	\$ 208,624.04	670	\$ 135,677.87	1,005	203,516.81
Sunset QC	9,231	\$ 332,280.87	6,766	\$ 245,848.15	10,149	368,772.23
Craig/Clayton QC	8,190	\$ 271,871.78	5,902	\$ 198,757.57	8,853	298,136.36
Craig/Clayton Primary Care	2,314	\$ 52,612.90	1,499	\$ 36,727.95	2,249	55,091.93
Peccole Primary Care	2,530	\$ 53,696.32	1,604	\$ 35,780.67	2,406	53,671.01
Primary Care Specialists	1,883	\$ 44,390.13	1,131	\$ 29,220.64	1,697	43,830.96
Nellis Primary Care	1,038	\$ 23,883.39	631	\$ 14,973.17	947	22,459.76
Total Life Care	630	\$ 23,924.21	543	\$ 21,267.27	815	31,900.91
University Women Center	0	\$ -	0	\$ -	0	0.00
UMC ADULT ER REGISTRATION/TRAUMA						
Lied Pharmacy	3,482	\$ 104,428.54	3,452	\$ 556,494.35	5,178	834,741.53
Peccole QC	9,028	\$ 324,637.04	2,532	\$ 72,503.01	3,798	108,754.52
Nellis QC	4,098	\$ 153,417.30	6,194	\$ 222,852.67	9,291	334,279.01
			3,262	\$ 118,648.29	4,893	177,972.44

DEPARTMENT	2010 Items	2010 Sales Volume	2011 YTD (Jan-Aug) Items	2011 YTD (Jan- Aug) Sales Volume	2011 Proj Items	2011 Proj Sales
Rancho QC	6,715	\$ 243,853.96	4,487	\$ 160,126.36	6,731	240,189.54
UMC-MAIL ORDER PHARMACY	4,019	\$ 106,033.72	2,911	\$ 73,368.16	4,367	110,052.24
McCarran Primary Care	1,083	\$ 28,322.33	826	\$ 22,357.35	1,239	33,536.03
Laughlin QC	1,283	\$ 44,720.76	847	\$ 30,675.61	1,271	46,013.42
Lied OPC (2)	1,092	\$ 53,778.85	723	\$ 34,595.21	1,085	51,892.82
Lied Peds	1,262	\$ 48,917.27	825	\$ 32,945.44	1,238	49,418.16
UMC PEDS EMERGENCY ROOM	8,736	\$ 125,394.38	338	\$ 51,286.01	507	76,929.02
Summerlin QC	7,198	\$ 266,362.28	5,082	\$ 187,632.61	7,623	281,448.92
MEDICAL EDUCATION	18	\$ 2,143.00	9	\$ 1,093.00	14	1,639.50
Boulder/Tropicana QC	4,249	\$ 156,739.84	2,919	\$ 109,074.14	4,379	163,611.21
Boulder/Tropicana Primary Care	818	\$ 20,172.03	732	\$ 18,485.52	1,098	27,728.28
Enterprise QC	986	\$ 44,962.13	927	\$ 36,452.06	1,391	54,678.09
Rancho and Sunset Primary Cares	1,379	\$ 30,372.02	837	\$ 19,488.44	1,256	29,232.66
Spring Valley QC	7,807	\$ 273,143.76	5,705	\$ 209,622.59	8,558	314,433.89
Spring Valley Primary Care	1,158	\$ 25,628.78	685	\$ 15,331.97	1,028	22,997.96
UMC- RADIOLOGY	0	\$ -	0	\$ -	0	0.00
UMC Labor & Delivery	76	\$ 23,769.00	76	\$ 24,005.82	114	36,008.73
UMC - Customer Service	5,155	\$ 602,995.88	11,049	\$ 1,099,762.14	16,574	1,649,643.21
UMC PHYSICAL/OCCUPATIONAL THERAPY	0	\$ -	0	\$ -	0	0.00
UMC MEDICAL ASSISTANCE	8,090	\$ 724,835.38	1,714	\$ 144,920.46	2,571	217,380.69
UMC ADULT EMERGENCY ROOM	212	\$ 38,496.03	741	\$ 174,692.53	1,112	262,038.80
UMC TRAUMA	0	\$ 0.02	0	\$ -	0	0.00
UMC TRANSPLANT	84	\$ 2,241.01	0	\$ -	0	0.00
NEVADA CANCER CLINIC	35	\$ 3,000.01	196	\$ 20,075.14	294	30,112.71
UMC Total I	114,271	\$ 5,733,302.58	79,884	\$ 4,796,951.88	119,826	7,195,427.82
County/UMC Total	292,074	\$ 61,478,591.00	188,479	\$ 44,712,709.51	282,719	67,069,064.27
Aviation Total (actual 2011, not estimated)					903,623	32,373,560.20
County/UMC/Aviation Total	406,345	\$ 67,211,893.58	268,363	\$ 49,509,661.39	1,306,167.50	106,638,052.29

End of ATTACHMENT A - QUESTIONNAIRE

CLARK COUNTY, NEVADA

**CONTRACT FOR
ELECTRONIC PAYMENTS PROCESSOR
P602418-11**

NAME OF FIRM
DESIGNATED CONTACT, NAME AND PROJECT (Please type or print)
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(AREA CODE) AND TELEPHONE NUMBER
(AREA CODE) AND FAX NUMBER
E-MAIL ADDRESS

CONTRACT FOR //TITLE//

This Contract is made and entered into this _____ day of _____, 20___, by and between CLARK COUNTY, NEVADA (hereinafter referred to as OWNER), and //LEGAL NAME// (hereinafter referred to as //TYPE//), for //SERVICE// SERVICES FOR //PROJECT// (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, the //TYPE// has the personnel and resources necessary to accomplish the PROJECT.

WHEREAS, the //TYPE// 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, OWNER and //TYPE// agree as follows:

SECTION I: RESPONSIBILITY OF //TYPE//

- A. It is understood that in the performance of the services herein provided for, //TYPE// shall be, and is, an independent contractor, and is not an agent, representative or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Further, //TYPE// has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by //TYPE// in the performance of the services hereunder. //TYPE// shall be solely responsible for, and shall indemnify, defend and hold OWNER 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. In accordance with the Immigration Reform and Control Act of 1986, the //TYPE// agrees that it will not employ unauthorized aliens in the performance of this Contract.
- C. //TYPE// acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. //TYPE// 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 expression, age, disability, national origin, or any other protected status, the OWNER may declare the //TYPE// in breach of the Contract, terminate the Contract, and designate the //TYPE// as non-responsible.
- D. //TYPE// acknowledges that //TYPE// and any subcontractors, agents or employees employed by //TYPE// shall not, under any circumstances, be considered employees of the OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, 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. OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of //TYPE// or any of its officers, employees or other agents.
- E. The //TYPE// shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the //TYPE//, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, //TYPE// shall follow practices consistent with generally accepted professional and technical standards.
- F. It shall be the duty of the //TYPE// 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. //TYPE// will not produce a work product which violates or infringes on any copyright or patent rights. The //TYPE// shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the OWNER of any products or services furnished by //TYPE// shall not in any way relieve the //TYPE// of responsibility for the professional and technical accuracy and adequacy of its work. OWNER's review, approval, acceptance, or payment for any of //TYPE//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 //TYPE// shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by //TYPE//s performance or failures to perform under this Contract.

- G. //TYPE// shall appoint a Manager who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by //TYPE//s associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of //TYPE// be unable to complete his or her responsibility for any reason, the //TYPE// will replace him or her with a qualified person. If //TYPE// fails to make a required replacement within 30 days, OWNER may terminate this Contract for default.
- H. All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by //TYPE// for OWNER 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 //TYPE// to parties other than OWNER shall become the property of OWNER and shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever comes first. //TYPE// shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by OWNER. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The //TYPE// agrees that its officers and employees will cooperate with the OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- J. //TYPE// 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 the OWNER.
- K. The //TYPE// agrees to provide the information on the attached "Disclosure of Ownership/Principals" form prior to any contract award by the Board of County Commissioners.
- L. The rights and remedies of the OWNER 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 II: RESPONSIBILITY OF OWNER

- A. The OWNER agrees that its officers and employees will cooperate with //TYPE// in the performance of services under this Contract and will be available for consultation with //TYPE// at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by //TYPE// under this Contract shall be subject to review for compliance with the terms of this Contract by OWNER's representative, //COORD//, //CODEPT//, telephone number (702) //COPH// or their designee. OWNER's representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform //TYPE// by written notice before the effective date of each such delegation.
- C. The review comments of OWNER's representative may be reported in writing as needed to //TYPE//. It is understood that OWNER's representatives review comments do not relieve //TYPE// from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. OWNER shall, without charge, furnish to or make available for examination or use by //TYPE// as it may request, any data which OWNER has available, including as examples only and not as a limitation:
 - 1. Copies of reports, surveys, records, and other pertinent documents.
 - 2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.
 //TYPE// shall return any original data provided by OWNER.
- E. OWNER shall assist //TYPE// in obtaining data on documents from public officers or agencies, and from private citizens and business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- F. //TYPE// will not be responsible for accuracy of information or data supplied by OWNER or other sources to the extent such information or data would be relied upon by a reasonably prudent //TYPE//.

SECTION III: SCOPE OF WORK

Services to be performed by the //TYPE// 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. The OWNER may at any time, by written order, 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 the //TYPE//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 is made and this Contract shall be modified in writing accordingly. Any claim of the //TYPE// for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the //TYPE// of notification of change unless the OWNER 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 the //TYPE// shall be furnished without the written authorization of the OWNER.

SECTION V: COMPENSATION AND TERMS OF PAYMENT

- A. OWNER agrees to pay //TYPE// for the performance of services described in the Scope of Work (**Exhibit A**) and as set forth in (**Exhibit E**) Pricing Summary. The OWNER's obligation to pay //TYPE// cannot exceed the fixed fee amount. It is expressly understood that the entire work defined in **Exhibit A** must be completed by the //TYPE// and it shall be the //TYPE//s responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fees.
- B. Payments
1. Payment of invoices will be made within 30 calendar days after receipt of an accurate invoice that has been reviewed and approved by the OWNER's representative.
 2. The OWNER's representative shall notify the CONSULTANT in writing within 14 calendar days of any disputed amount included on the invoice. The undisputed amount will be paid in accordance with paragraph B.1 above. Upon resolution of the disputed amount by the OWNER and the CONSULTANT, payment will be made in accordance with paragraph C.1 above.
 3. No penalty will be imposed on OWNER if the OWNER fails to pay CONSULTANT within 30 calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.
 4. In the event that legal action is taken by the OWNER or the CONSULTANT based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to OWNER's available unencumbered budgeted appropriations for the PROJECT.
 5. OWNER shall subtract from any payment made to //TYPE// all damages, costs and expenses caused by //TYPE//s negligence, resulting from or arising out of errors or omissions in //TYPE//s work products, which have not been previously paid to //TYPE//.
 6. Invoices shall be submitted to _____.
- C. Owner'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 the OWNER's financial responsibility as indicated in Sections 2 and 3 below.
 2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and OWNER's obligations under it shall be extinguished at the end of the fiscal year in which the OWNER fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
 3. OWNER'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 OWNER's purchase order(s) to the //TYPE//.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by the //TYPE//, without prior written approval of OWNER.
- B. Approval by OWNER of //TYPE//s request to subcontract or acceptance of or payment for subcontracted work by OWNER shall not in any way relieve //TYPE// of responsibility for the professional and technical accuracy and adequacy of the work. //TYPE// shall be and remain liable for all damages to OWNER caused by negligent performance or non-performance of work under this Contract by //TYPE//s subcontractor or its sub-subcontractor.

C. The compensation due under Section V shall not be affected by OWNER's approval of //TYPE//s request to subcontract.

SECTION VII: MISCELLANEOUS PROVISIONS

A. Suspension

OWNER may suspend performance by //TYPE// under this Contract for such period of time as OWNER, at its sole discretion, may prescribe by providing written notice to //TYPE// at least 10 working days prior to the date on which OWNER wishes to suspend. Upon such suspension, OWNER shall pay //TYPE// its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. //TYPE// shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from OWNER to resume performance.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than 10 calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
2. This Contract may be terminated in whole or in part by the OWNER for its convenience; but only after the //TYPE// is given:
 - a. not less than 10 calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the OWNER prior to termination.
3. If termination for default is effected by the OWNER, the OWNER will pay //TYPE// that portion of the compensation which has been earned as of the effective date of termination but:
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. any payment due to the //TYPE// at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the //TYPE//s default.
4. If termination is for the OWNER's convenience, the OWNER shall pay the //TYPE// 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.
5. Upon receipt or delivery by //TYPE// of a termination notice, the //TYPE// shall promptly discontinue all services affected (unless the notice directs otherwise).
6. Upon termination, the OWNER may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the //TYPE// shall cease conducting business, the OWNER shall have the right to make an unsolicited offer of employment to any employees of the //TYPE// assigned to the performance of this Contract.
7. If after termination for failure of the //TYPE// to fulfill contractual obligations it is determined that the //TYPE// has not so failed, the termination shall be deemed to have been effected for the convenience of the OWNER.
8. The rights and remedies of the OWNER and the //TYPE// provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
9. 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 //TYPE//s principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within //TYPE//s control.

C. Covenant Against Contingent Fees

The //TYPE// warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, the OWNER shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

D. Gratuities

1. The OWNER may, by written notice to the //TYPE//, terminate this Contract if it is found after notice and hearing by the OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the //TYPE// or any agent or representative of the //TYPE// to any officer or employee of the OWNER 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, the OWNER shall be entitled:
 - a. to pursue the same remedies against the //TYPE// as it could pursue in the event of a breach of this Contract by the //TYPE//; 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 the OWNER) which shall be not less than 3 nor more than 10 times the costs incurred by the //TYPE// in providing any such gratuities to any such officer or employee.
3. The rights and remedies of the OWNER 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.

E. Insurance

The //TYPE// shall obtain and maintain the insurance coverages required in **Exhibit B** incorporated herein by this reference. The //TYPE// shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverages in their prices.

F. Indemnity

The //TYPE// does hereby agree to defend, indemnify, and hold harmless the OWNER and the employees, officers and agents of the OWNER 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 the //TYPE// or the employees or agents of the //TYPE// in the performance of this Contract.

G. Subcontractor Information

The //TYPE// 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), and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached format (**Exhibit C**). The information provided in **Exhibit C** by the //TYPE// is for the OWNER's information only.

H. Audits

The performance of this contract by the //TYPE// is subject to review by the Owner to insure contract compliance. The //TYPE// agrees to provide the Owner any and all information requested that relates to the performance of this contract. All request for information will be in writing to the //TYPE//. 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

The //TYPE// 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. //TYPE// further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Assignment

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

K. Governing Law

Nevada law shall govern the interpretation of this Contract.

L. Term of Contract

OWNER agrees to retain //TYPE// for the period from date of award through June 30, 2013, with the option to renew for five (5), one-year periods, subject to the provisions of Sections V and VII herein. During this period, //TYPE// agrees to provide services as required by OWNER within the scope of this Contract. Owner reserves the option to extend this Contract for up to an additional 120 calendar days.

M. Confidential Treatment of Information

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

N. ADA Requirements

All work performed or services rendered by //TYPE// 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.

O. PCI Compliance

//TYPE// software, hardware, and services associated with providing the services as described herein shall be compliant with the standards established by the Payment Card Industry's Data Security Standards (PCI DSS). //TYPE// shall continue to comply with PCI DSS as they are updated. //TYPE// shall demonstrate its compliance with PCI DSS by annually providing OWNER an executed Attestation of Compliance and a summary PCI Compliance Report generated by //TYPE// PCI DSS Authorized Scanning Vendor indicated whether or not //TYPE// is PCI DSS compliant. In the event the //TYPE// is non-compliant the OWNER may declare the //TYPE// in breach of the Contract, terminate the Contract, and designate the //TYPE// as non-responsible.). //TYPE// agrees to indemnify and hold OWNER, its officers, employees, and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to any loss of OWNER customer credit card or identity information managed, retained or maintained by //TYPE//, including but not limited to fraudulent or unapproved use of such credit card or identity information.

P. ENTITY PARTICIPATION

Utilization of this Contract by state agencies, political subdivision and other governmental entities shall only be authorized by the OWNER. //TYPE// shall submit quarterly reports to OWNER showing the transactions and dollar volumes of each authorized participating entities. The authorized entities transaction and dollar volumes shall be combined with OWNER'S transaction and dollar volumes to determine the appropriate volume price structure.

Q. Notice

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 OWNER:

TO //TYPE//:

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

OWNER:

CLARK COUNTY, NEVADA

By: _____
GEORGE W. STEVENS
Chief Financial Officer

//TYPE//:

//LEGAL NAME//

By: _____
//NAME//
//Title

APPROVED AS TO FORM:

DAVID ROGER
District Attorney

By: _____
ELIZABETH A. VIBERT
Deputy District Attorney

EXHIBIT A - SCOPE OF WORK

The Scope of Work will be created based on the Proposer's responses to this RFP. Proposer shall in good faith cooperate with the OWNER in accepting the Scope of Work which shall set forth requirements for the performance of the work to achieve the OWNER's Electronic Payment Processor objectives.

EXHIBIT B
RFP NO. 602418-11
ELECTRONIC PAYMENTS PROCESSOR
INSURANCE REQUIREMENTS

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

1. Format/Time: The //TYPE// shall provide Owner with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after the award by the Owner. 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.
2. Best Key Rating: The Owner 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.
3. Owner Coverage: The Owner, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. The //TYPE//s insurance shall be primary as respects the Owner, its officers and employees.
4. Endorsement/Cancellation: The //TYPE//s general liability and automobile liability insurance policy shall be endorsed to recognize specifically the //TYPE//s contractual obligation of additional insured to Owner and must note that the Owner 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.
5. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000**.
6. 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**.
7. Commercial General Liability: Subject to paragraph 6 of this Exhibit, the //TYPE// 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.
8. Automobile Liability: Subject to paragraph 6 of this Exhibit, the //TYPE// 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 //TYPE// and any auto used for the performance of services under this Contract.
9. Professional Liability: The //TYPE// 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 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 the Owner.
10. Workers' Compensation: The //TYPE// 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 //TYPE// that is a Sole Proprietor shall be required to submit an affidavit (**Attachment 1**) indicating that the //TYPE// 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.
11. Failure To Maintain Coverage: If the //TYPE// fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the //TYPE// to stop the work, declare the //TYPE// in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the //TYPE// or deduct the amount paid from any sums due the //TYPE// under this Contract.
12. Additional Insurance: The //TYPE// is encouraged to purchase any such additional insurance as it deems necessary.
13. Damages: The //TYPE// is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the //TYPE//, their subcontractors or anyone employed, directed or supervised by //TYPE//.
14. Cost: The //TYPE// shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

15. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.

16. Insurance Form Instructions: The following information must be filled in by the //TYPE//s Insurance Company representative:
 1. Insurance Broker's name, complete address, phone and fax numbers.
 2. //TYPE//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) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) 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. Ex):	BROKER'S PHONE NUMBER (A/C No.) BROKER'S FAX NUMBER
	E-MAIL ADDRESS:	BROKER'S EMAIL ADDRESS
	INSURER(S) AFFORDING COVERAGE	
INSURED 2. //TYPE//S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	3. CARRIER'S BEST RAY RATING
	INSURER B:	
	INSURER C:	
	INSURER D:	
	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 (A)	POLICY PERIOD (MM/DD/YY) (B)	POLICY EXP (MM/DD/YY) (C)	LIMITS	
4.	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X					EACH OCCURRENCE	\$(D) 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$(E) 50,000
							MED EXP (Any one person)	\$(F) 5,000
							PERSONAL & ADV INJURY	\$(G) 1,000,000
							GENERAL AGGREGATE	\$(H) 2,000,000
							PRODUCTS - COMP/OP AGG	\$(I) 2,000,000
							DEDUCTIBLE MAXIMUM	\$ 25,000
5.	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X					COMBINED SINGLE LIMIT (Ea accident)	\$(M) 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
							DEDUCTIBLE MAXIMUM	\$ 25,000
6.	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (N/A) describe under DESCRIPTION OF OPERATIONS BELOW	N/A					WC STATUTORY LIMITS	OTHER \$
							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. 602418-11; ELECTRONIC PAYMENTS PROCESSOR.

9. CERTIFICATE HOLDER CANCELLATION

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	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 PROJECT 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 INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

EXHIBIT C
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.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

No MBE, WBE, PBE, SBE, or NBE subcontractors will be used.

**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

Minority Owned Business Enterprise (MBE):

An independent and continuing 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 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 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 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.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm.

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean).

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group						
<input type="checkbox"/> MBE		<input type="checkbox"/> WBE		<input type="checkbox"/> SBE		<input type="checkbox"/> PBE
Minority Business Enterprise		Women-Owned Business Enterprise		Small Business Enterprise		Physically Challenged Business Enterprise
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:				Website:		
City, State and Zip Code:				POC Name and Email:		
Telephone No:				Fax No:		
Local Street Address:				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name Email:		
Number of Clark County Nevada Residents Employed:						

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 - Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 - Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature

Print Name

Title

Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

DISCLOSURE OF RELATIONSHIP

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative