



**COMMONWEALTH OF MASSACHUSETTS**

**OFFICE OF THE COMPTROLLER**

**BIDDER RESPONSE**

**TITLE: STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS**

**COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663**

**DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

**BIDDER NAME: HP Enterprise Services, LLC (HP)**

**RESPONSE SUBMITTED FOR  
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS  
COMMBUYS BID#: BD-15-1079-1079C-1079C-0000003663  
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

**INSTRUCTIONS:**

**Submission of Responses/Deadline for Submission**

1. Bids will be submitted solely electronically through [www.commbuys.com](http://www.commbuys.com) (COMMBUYS) as outlined in the RFR Document, as it may be amended.
2. Submit Responses through COMMBUYS by Submission Deadline Date listed in the RFR BID Document **BID#: BD-15-1079-1079C-1079C-0000003663**, as it may be amended. Job Aids for COMMBUYS are available at: <http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/conduct-a-procurement/commbuys/job-aids-for-sellers.html>
3. **Responses must be submitted according to these instructions. Failure to submit a Response in compliance with these instructions may result in a reduction in points, or all or a portion of the Response being disqualified. Due to the number of expected Responses, and the competitiveness of this procurement, a Response may be disqualified solely for not being submitted in compliance with these instructions.**
4. The Written RFR Response must be submitted using this “RFR Response Template” so that all Responses appear uniform and consistent for selection purposes and to enable posting on Comm-PASS once selection is completed.
5. This WORD document must be used and may not be altered, reformatted or changed in any way or the Response will be subject to rejection. This document must be saved in a WORD format and not in .pdf so that the document may be modified during negotiations if necessary. Bidders may not save this document as a .pdf format. **A .pdf format will subject the Response to rejection.** Attachments allowable as .pdf submissions will be specifically noted, if any.
6. Bidders should open the “footer” and add the Bidder’s Name to print on each page of the Response. DO NOT include vendor logos.
7. Bidders must enter, or copy and paste information into the spaces provided for each Answer. The space will expand to accommodate the data entered.
8. There may be Answers that will be same for multiple sections. If Answers are the same as previous sections, the Answers MUST be replicated (copied and pasted) in each Answer section and not referenced to another location in the Response. DO NOT REFER BACK to other sections or attachments. Any Answer that has a reference back, “See answer to section \_\_\_”, “See attachment \_\_\_”, “Same as Answer in B-1” are unacceptable Answers and will subject this Answer to no points and disqualification.
9. Bidders may not refer to outside Attachments for key information related to answering the questions. For example, resumes of Key Personnel may NOT be submitted as attachments or any other brochure or documents unless the document is a required listed Attachment. Content from a resume or other attachment may be copied and pasted into an Answer, but do not merely copy the entire resume or brochure into an Answer. Answers must answer the questions. PLEASE DO NOT INSERT MARKETING MATERIALS, OR OTHER PRE-PACKAGED CONTENT INTO THIS FORM OR REFER OUT TO OTHER DOCUMENTS. CONTENT MUST BE INSERTED AS TEXT AND DIAGRAMS INTO THIS TEMPLATE. This form will expand to accommodate the addition of response information. Failure to follow these instructions may result in a reduction in points, disqualification of a section or the entire Response.
10. Each item must be addressed specifically by entering information in the required ANSWER space. If an item is inapplicable, the Response must indicate "N/A" or “Not applicable” or other appropriate explanation. Some sections identify that “N/A” is insufficient and Bidder must provide a detailed explanation.
11. The questions presented are the best guess of what information is needed to evaluate Bidders and are not exhaustive. As attachments may not be referred to, Bidders should be as comprehensive in responding to each Answer as possible and include all relevant information and considerations to assist in the review of a Response and demonstrate the full capabilities of the Bidder and why the Commonwealth should select the Bidder as a Statewide Contractor. If questions do not elicit all the information a Bidder believes is necessary to evaluate the Bidder, the Bidder should add this information where most applicable, or under the general “value-added services” section.

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12. Bidders are responsible for reviewing [www.COMMBUYS.com](http://www.COMMBUYS.com) for all the listed specifications, updates to the RFR, and the required Forms that must be submitted with the RFR Response (in order to be considered for selection) or upon contract award and execution. Failure to submit the required Forms with the RFR Response, as specified, will be considered sufficient grounds for disqualification of the Bidders Response.
13. **Supplier Diversity Program participation.** It is required that Supplier Diversity Program participation accounts for no less than 10% of the total points in the evaluation and that Statewide Contractors commit to SDP participation with certified vendors, preferably in the primary industry directly related to the scope of the RFR, subcontracting expenditures and partnerships for the purpose of contracting with the Commonwealth. Massachusetts Small Businesses as part of the Small Business Purchasing Program (SBPP). (To determine eligibility and to participate in the SBPP, please review the requirements and general program information at [www.mass.gov/sbpp](http://www.mass.gov/sbpp).)

<b>RFR RESPONSE PART A BIDDER AUTHORIZED CONTACT, INTRODUCTION AND CERTIFICATIONS</b>
<p><b>A-1. Authorized Representative and RFR Contact.</b> Please complete the information below for the Individual who is an Authorized Representative of the Bidder, who can legally bind the Bidder during the RFR Interview and subsequent negotiations, and who shall serve as the RFR Contact for any questions or communication necessary during the procurement. The Bidder must identify its Legal Name as used for filing Tax Returns to the Internal Revenue Service (IRS) and its Federal Employer Identification Number (FEIN). Please also identify the Contract Manager who will be assigned to this Statewide Contract.</p>
<p>Bidder Legal Name (on file with IRS): HP Enterprise Services, LLC D/B/A (if operating under this name): HP Enterprise Services, LLC Legal Address (on file for IRS reporting): 5400 Legacy Drive, Plano, TX 75024 FEIN: 75-2548221 Commonwealth of Massachusetts Vendor Code (if previously a vendor in Massachusetts): VC: 6000262513</p> <p>Authorized Representative/RFR Contact Name: Kenneth E. Leary Title: Account Executive Telephone: 508 776 9749 Cell: 508 776 9749 TTY/TTD: Available upon request after contract award. Email Address: Kenneth.Leary@hp.com Fax: 508-420-2790</p> <p>CONTRACT MANAGER (who will be listed in the Statewide Contract and Lead Person to be contacted for any engagement, under any category for the Statewide Contract.) Individual Name: Kenneth E. Leary Title: Account Executive Telephone: 508 776 9749 Mobile Phone: 508 776 9749 Email Address: Kenneth.Leary@hp.com Fax: 508-420-2790</p>

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**RFR RESPONSE PART A  
BIDDER AUTHORIZED CONTACT, INTRODUCTION AND CERTIFICATIONS**

**A-2. INTRODUCTION – BIDDER FIRM PROFILE:** In the A-2 ANSWER space below please complete the following:

Insert a brief Bidder Introduction – Bidder Firm Profile (not to exceed three (3) pages in length introducing the Bidder:

- State whether the firm is local, national, or international.
- Identify the number of principals/partners, managers, supervisors, or other senior and professional staff employed at the office from which this work will be performed. Identify how many and which of this staff will be available to manage and perform the work under this contract.
- State a brief firm history
- Demonstrate three (3) years of experience as a service provider for payment solutions using major credit and debit card processing networks and ACH, preferably with governmental entities.
- Describe currently held contracts that provide these services with at least three government clients and at least two non-government clients operating web-based, IVR, and/or mobile payment applications or other electronic payment channels and methods.
- Confirm that services, implementation, operations, and support services will be performed in the Continental US and not overseas and that all data processed under this Contract will not pass outside the Continental US.
- Identify the states and countries in which the firm has offices or branches, the number of offices and branches and the total number of employees.
- State the location of the office(s) from which the work under this contract is to be managed and, if different, the location from which the work will be performed.
- Identify a description of the firm philosophy in providing each of the RFR categories that the Bidder is submitting a Response, how they will meet the particular needs of the Eligible Entities they intend to serve
- Identify how flexible the firm is willing to be in negotiating services to provide the required services, at an industry and government competitive rate, with no compromise in data security or performance.
- Identify why the particular expertise and skills of the firm, and the pricing of services sets the firm apart from competitors and why the Bidder provides the best value in quality of services and pricing in comparison to similarly situated Bidders for the Commonwealth of Massachusetts as a state government entity.

**DO NOT INSERT MARKETING MATERIALS. Bidder Firm Profile must address (at a minimum) the specific items listed above. Note that the quality of this Introduction will be considered in the scoring of this Response.**

**Local, National, Or International:** HP is a multinational information technology company founded in Palo Alto. The company provides hardware, software, and services to consumers, small- and medium-sized businesses, and large enterprises including customers in the health, government, and education sectors. With annual revenue of \$112.3 billion, HP ranks 17th on the 2014 U.S. Fortune 500 and 50th on the 2014 Global Fortune 500, and is one of the world's largest technology companies.

**Number Staff To Manage And Perform The Work Under This Contract:** HP proposes continuing to manage and support the Commonwealth as it does today, with a technical support/implementation team of 12 people and a customer support staff 10. Key personnel from the team who have extensive experience with the Commonwealth's environment are:

**Individual Name: Kenneth E. Leary**  
Title: HP Account Executive/Relationship Manager  
Telephone: 508-776-9749  
Mobile Phone: 508-776-9749

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Email Address: kenneth.leary@hp.com

Fax: 508-420-2790

**Available hours:** 8 a.m. – 5 p.m. Monday – Friday, cell phone and e-mail during off business periods

**Individual Name: Thomas Jackson**

Title: Client Delivery Executive

Telephone: 972-754-8945

Mobile Phone:

Email Address: tom.jackson2@hp.com

Fax: 972-540-6579

**Available hours:** 10 a.m. – 7 p.m. EST

**Individual Name: Veronica Huff**

Title: Implementation Coordinator

Telephone: 773-401-7116

Mobile Phone:

Email Address: veronica.huff@hp.com

Fax:

**Brief Firm History:** Two engineers— Bill Hewlett and Dave Packard—founded Hewlett-Packard (HP) in 1939. They believed in the power of technology and the contribution it could make to our customers' lives, communities, and businesses. More than 70 years later, HP is still a company that applies new thinking to improve the lives and businesses of our customers. The basic business purpose of HP is to invent, engineer, and deliver technology solutions that drive business value, create social value, and improve the lives of customers.

**Three Years Of Experience In Payment Solutions:** HP has been providing payment solutions using major credit and debit card processing networks and ACH for 20 years.

**Currently Held Contracts:** Besides the Commonwealth, other clients HP supports that operate web-based, IVT, and mobile payment applications or other electronic payment channels and methods are as follows:

**Government Client: State of Maryland:** HP has provided debit card, credit card, and electronic check payments using the Internet and phone for the Central Collections Unit since October 2003. HP has integrated with their billing systems on the back end, allowing for automated posting.

**Government Client: Marin County, CA:** HP has provided payments through the Internet and Voice Response Unit using debit cards, credit cards, and electronic checks since February 2002. Marin County was with another provider and was having issues with the payments by telephone. HP resolved the problem in a matter of weeks to provide a smooth integration between payments and the County for both the County and its citizens.

**Government Client: Superior Court of Alameda County, CA:** HP has provided debit card, credit card, and electronic check payments through the Internet and telephone for Alameda County Courts from March 2008 to present. This includes working with the Courts to interface using web services to their case management systems for bill lookups and payment notifications.

**Non-Government Client: Middle Tennessee Electric Membership Corporation (MTEMC):** HP has provided debit card, credit card, and electronic check payments using the Internet and telephone to Middle Tennessee Electric from 2008 to present. MTEMC is based in Murphreesboro and serves approximately 200,000 residential and commercial customers. HP processes utility bill payments for MTEMC.

**Non-Government Client: Michigan Farm Bureau:** HP has provided debit card, credit card, and electronic check payments through the Internet and telephone to Michigan Farm Bureau from 2010 to present. Michigan Farm Bureau is the state's largest general farm organization, serving almost 200,000 members. HP processes dues and insurance payments for the Bureau.

**U.S. Based Services:** HP's services, implementation, operations, and support services will be performed in the Continental US and not overseas. Data processed under this Contract will not pass outside the Continental US.

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**Number of Offices and Employees:** HP has offices in 36 states, Canada, Latin America, and 170 countries—employing more than 250,000 employees. HP is a U.S.-based company with a worldwide reach. Our corporate headquarters is located in Palo Alto, California.

**Location Of The Office:** HP Convenience Pay is operated from multiple locations. Local HP account leadership is based in Boston, Massachusetts. HP Convenience Pay delivery is managed out of the Plano, Texas, office, at 5400 Legacy Drive, where many of the transactions are processed in our secured Service Management Center (SMC). Processing also takes place in our Auburn Hills, Mich., SMC to allow redundancy capabilities and overflow backup. Technical resources supporting HP Convenience Pay are located in Downers Grove, Illinois.

**Firm Philosophy:** HP's Convenience Pay Services is an example of our philosophy to drive business value, create social value, and improve the lives of customers. Our Convenience Pay Services provides payment options for you to offer your customers, with minimal initial and ongoing support. HP provides the flexible infrastructure for a self-service environment and fully customizes it to meet your requirements. That means dozens of details as you want them, including the look and feel of the site, the way your customer is greeted, and a tailored service process. Customers pay bills through the web, by phone (IVR), and face-to-face using a debit card, credit card, or electronic check (e-Check, ACH, or EFT)—all within Payment Card Industry (PCI) compliance. A fee is charged for the ability to pay at any time, 24x7. HP stores all cardholder information in a PCI-secure environment so you do not have to pass the tough audits or pay stiff fines for non-compliance with PCI rules.

**Flexible Negotiations:** HP welcomes the opportunity to work with our clients to make sure that they are getting the services they need at a competitive pricing structure for the best value. That is why HP recommends that after the initial term is complete, both teams come together to mutually agree on the services and pricing for the extension years.

**Why HP Offers the Best Value:** HP Convenience Pay has been offering payment solutions to clients in a number of different industry segments for 20 years. Public Sector accounts—state, local and federal government—make up the largest single segment for us in terms of clients and transaction volume. Among its many industry segments, HP Convenience Pay does a significant volume of business in the utility, education, insurance, and financial services segments. Our ability to serve diversified industries stems from the same adaptability in integration capabilities and approach that HP has employed with the Commonwealth during the past 12 years. With the flexibility HP offers through our APIs and connectivity options, HP Convenience Pay can serve virtually any type of payment application that the Commonwealth requires. HP has a depth of experience in working with state and local governments to serve a broad range of needs. This positions us to serve the Commonwealth's existing and future needs from an integration standpoint.

HP's scalability and security capabilities take advantage of the tremendous data service facilities that HP operates on behalf of its external clients. HP rebuilt the Convenience Pay Services infrastructure from the ground up a little more than one year ago, improving availability, capacity, scalability, security, and overall system performance. HP's investment in security and infrastructure provides the Commonwealth with a reliable electronic payment processing solution for years to come.

As the incumbent provider of payment solution services for the Commonwealth, HP has built an intricate understanding of the different government business applications that need to be served. HP Convenience Pay Services has implemented different styles of integration for 30 Commonwealth entities, meeting interface, notification, and other needs of each individual entity while at the same time supporting the Commonwealth's MMARS daily data feed.

With no integration or implementation fees for the Commonwealth's existing or new sites and applications, the Commonwealth can enjoy the benefit of having a deeply-experienced provider of government payment solutions at no cost to the Commonwealth for convenience fee-based services and at competitive rates for Commonwealth-funded transactions. This, combined with world-class data center operations, disaster recovery services, and excellent technical and customer support, make HP a great choice for the Commonwealth.

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**A-3. References:** Bidders must include a MINIMUM of three (3) references. The References should be from references for which the Bidder performed the most relevant, comparable work of the type requested in this RFR (preferably a state, federal or large local government entity). The Strategic Sourcing Team (SST) reserves the right to verify references included in the Response and to conduct other reference checks as deemed appropriate.

REFERENCE #1. Reference name: Sherie Leister

Firm/Agency State of Maryland

Phone: # (410) 767-1228

Fax:

Email Address: [sleister@dbm.state.md.us](mailto:sleister@dbm.state.md.us)

Description and date(s) of services provided: Debit/credit and electronic check payments using the Internet and phone for the Central Collections Unit since October 2003 to present

REFERENCE #2. Reference name: Don Donlin

Firm/Agency Marin County, Calif.

Phone: # (415) 499-5049

Fax:

Email Address: [DDonlin@co.marin.ca.us](mailto:DDonlin@co.marin.ca.us)

Description and date(s) of services provided: Payments through the Internet and Voice Response Unit using debit/credit cards and electronic checks since February 2002 to present

REFERENCE #3. Reference name: Ed Song

Firm/Agency Superior Court of Alameda County

Phone: # (510) 891-6288

Fax: (510) 891-6294

Email Address: [esong@alameda.courts.ca.gov](mailto:esong@alameda.courts.ca.gov)

Description and date(s) of services provided: Debit/credit and electronic check payments using the Internet and telephone from March 2008 to present

**A-4. CERTIFICATION OF ACCEPTANCE OF COMMONWEALTH TERMS.**

The order of precedence of this Statewide Contract is as follows:

- 1) Commonwealth Terms and Conditions
- 2) Standard Contract Form
- 3) Request for Response **BD-15-1079-1079C-1079C-0000003663** (PRF59ADesignatedOSC2) (as amended)
- 4) This Contractor's Response, as amended during negotiations, including any merchant agreements or other onboarding documentation
- 5) Any other non-conflicting provisions, terms or materials incorporated herein by reference by the Contractor

It is expected that any legal review of the required contract forms and attachments will be done PRIOR to submission of the RFR Response and that objections to any language in the RFR or attachments will not be raised after selection and during contract negotiations. This means that the Bidder cannot condition execution upon the "opportunity to negotiate final terms" after selection.

Therefore, if the Bidder has any questions related to the interpretation of any language in the required forms or Attachments, these questions must be identified as part of the "On-line Forum" for this RFR during the question and answer period prior to submission, and questions or objections may not be raised at a later date.

Any issues or concerns with the language in the Contract Forms or Attachments, or proposed additions or clarifications to this language MUST BE IDENTIFIED IN DETAIL BELOW as part of the Response, which will be evaluated as part of the selection process, and may not be raised after selection.

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Bidders are not authorized to condition execution of a contract with the Commonwealth upon the Commonwealth's execution of a Bidder contract form, or required use of Bidder Terms and Conditions. Any additional terms and conditions that the Bidder seeks to apply to this Contract MUST BE SPECIFIED IN DETAIL BELOW with a full explanation for consideration as part of the selection process. The Commonwealth shall consider any reasonable "clarification" of terms that defines or outlines the parties' responsibilities, but does not delete or materially change the Commonwealth terms. Selection for final negotiation of a Contract shall not be interpreted as the Commonwealth's acceptance of any terms, conditions or recommended clarifications identified in this section and shall be subject to the Commonwealth's acceptance as part of negotiations. The Commonwealth reserves the right to redact any submitted terms.

The listing of numerous conditions, demands for negotiation of terms, conditioning performance on the Commonwealth's acceptance of Bidder terms or a demonstration of an unwillingness to operate under the Commonwealth's boilerplates and terms shall be a significant consideration as part of Qualifications for this Statewide Contract and grounds for rejection of the Bidder's Response or a significant reduction in points.

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**A-4. ANSWER:** (Bidder must affirmatively indicate acceptance with an “X”. In the event the Bidder fails to indicate acceptance, the Bidder will be deemed to have affirmatively accepted if a Response is submitted.)

By submitting this Response the Bidder certifies that the Bidders understands and agrees to these conditions.

In the section below the Bidder is submitting the following clarifications, concerns or recommended additional terms for consideration. These terms will be considered in evaluating the overall qualifications of the Bidder and when evaluating the Partnership minimum qualifications under this RFR. Bidder understands and agrees that these terms may not be accepted by the Commonwealth and this Response cannot be, and is not conditioned upon these terms. Bidder shall include an explanation about why the clarifications are sought or are necessary. Merely stating that the firm policy or legal team requires these terms will be an inadequate explanation. Why the terms will benefit the engagement must be identified. Merchant Agreements, any intake forms or implementation forms should be included as attachments, which should be identified below. In addition, if the Bidder has merchant agreements or other on-boarding documents that are included, Bidder must identify which sections in these documents conflict with the documents listed in the hierarchy and proposed clarifying language.

**HP Enterprise Services (HP) requests the following modifications to the Commonwealth’s Terms and Conditions:**

- Section 4 Contract Termination or Suspension: HP requests a 30-day written notice for any termination for convenience to more effectively allow for re-assignment of staff and other resources.

**The Commonwealth accepts this modification.**

- Section 8 Assignment: HP requests adding the following statement to the beginning of this clause to accommodate necessary administrative processes with minimal impact to the contract for these services: *“Except for activities related to the separation of Hewlett-Packard Company into two separate corporate entities as announced in the national media on October 6, 2014 ....”*

**The Commonwealth accepts this modification.**

- ~~• Section 11 Indemnification: As a financially prudent and publicly traded company, HP must evaluate the potential risks and rewards of any undertaking and price those activities accordingly. In order to provide the most competitive pricing possible, HP requests that the following statement be added at the end of this Section 11: *“Notwithstanding the foregoing, Contractor’s liability is limited to the greater of \$1,000,000 or the amount payable by the State under the Contract. The State and Contractor each have a duty to mitigate damages for which the other is responsible. IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOST REVENUES, GOODWILL, OR PROFITS.*~~

**The Commonwealth does NOT accept this modification. The Limitation of Liability for Information Technology Contracts on page 4 of the Standard Contract Form shall apply to this Contract.**

**A-5. In the space for ANSWER A-5 below, please list the following information if applicable. Failure to identify such contingencies as part of a Response will be considered sufficient cause for immediate termination from the Statewide Contract if such information is discovered during the life of the Contract: Details of the particular incidents do not have to be provided unless to identify mitigation or resolution of the incident.**

- a) **Penalties and Bankruptcy:** A list of all bankruptcy and other similar proceedings within the past five years relating to the Bidder, any officer, director, partner or member thereof, any affiliate or any related entity.

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- b) **Litigation:** List any outstanding contingencies, such as lawsuits or other claims or charges against the Bidder related to performance of the services sought under this RFR and any and all investigations, indictments or pending litigation by any federal, state or local jurisdiction relating to the Bidder, any officer, director, partner or member thereof, any affiliate or any related company and all criminal convictions within the last five years relating to the Bidder, any officer, director, partner or member thereof, any affiliate or any related entity.
- c) **Civil Penalties:** A list of all civil penalties, judgments, consent decrees and other sanctions within the last five years, as a result of any violation of any law, rule, regulation or ordinance in connection with its business activities relating to the Bidder, any officer, director, partner or member thereof, any affiliate or any related entity.
- d) **Suspensions of any permit or authority to do business:** A list of all actions occurring within the last five years which have resulted in revocation or suspension of any permit or authority to do business in any jurisdiction relating to the submitting entity, any officer, director, partner or member thereof, any affiliate or any related entity.
- e) **Debarment from public bidding:** A list of all actions occurring within the last five years that have resulted in the barring from public bidding relating to the Bidder, an officer, director, partner or member thereof, any affiliate or any related entity.
- f) **Defaults:** The Bidder shall list any situation in which the Bidder's firm (either alone or as part of a joint venture), or a subsidiary of the Bidder's firm, defaulted or was deemed to be in noncompliance of any contractual obligations, explaining the situation, its outcome and all other relevant facts associated with the event described. Please also provide the name, title and telephone number of the principal manager of the contract user who asserted the event of default or noncompliance. Identify whether this issue(s) is in current litigation.
- g) **PAST PERFORMANCE.** Describe whether you have been awarded a contract in the past five years that you have failed to implement for any reason. If yes, explain. Please also provide the name, title and telephone number of the principal manager of the contract user who asserted the event of default or noncompliance. Identify whether this issue(s) is in current litigation.
- h) **Other Adverse Situations or Potential Conflicts:** The Bidder shall provide a description of any present facts known to the Bidder that might reasonably be expected to affect adversely its ability to perform any aspect of this Contract or present a conflict of interest or ethical issue.

**A-5. ANSWER:**

- a) Penalties and Bankruptcy: No such activities involving Hewlett-Packard Company
- b) Litigation: Consistent with other organizations of its size and complexity, HP is sometimes involved in lawsuits, claims, investigations, and other legal proceedings that arise in the ordinary course of business. There are no such matters that HP expects to affect fulfillment of the services described in this RFR.
- c) Civil Penalties or actions: For legal and confidentiality reasons, HP is unable to provide details about proprietary legal matters. There are no legal actions that affect HP's ability to provide these services.
- d) Suspensions of any permit or authority to do business: None to our knowledge
- e) Debarment from public bidding: None to our knowledge
- f) Defaults: For legal and confidentiality reasons, HP is unable to provide details about its contractual obligations to other parties. No activities affect HP's ability to perform these services.
- g) Past Performance: Confidentiality obligations restrict HP's ability to disclose specific information concerning contractual activities with other clients. However, we are not aware of any activities, past or current, that affect our ability to perform in relation to this proposal.
- h) Other Adverse Situations or Potential Conflicts: None to our knowledge

**A-6. Material Engagements, Outstanding Proposals, Conflicts. Provide a listing of the Bidder's concurrent**

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material engagements, as well as its current outstanding proposals or bids or other conflicts that could impact the available resources or the provision of concurrent service to multiple Eligible Entities across the Commonwealth, including the relevant dates of these other commitments and resources, including key personnel already assigned.

**A-6. ANSWER:** For legal and confidentiality reasons, HP is unable to provide details about our existing or potential contractual obligations to other parties. We can confirm that no other activities affect HP's ability to perform the services as described in our RFR response.

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**A-7 RESPONSE CERTIFICATION:** By completion of the information in the space provided below and submission of this RFR Response, the Bidder through its Authorized Representative certifies:

- 1) that the Response will remain in effect for a period of 120 days from the submission deadline and thereafter until either the Bidder withdraws it, a Contract is executed, or the procurement is canceled, whichever occurs first; and
- 2) that the information provided in this RFR Response is accurately represented; and
- 3) that the Bidder is ready, willing and able to perform the work required as specified, and
- 4) that the Bidder understands and agrees that a condition of submitting a Response and being selected for this Contract is the Bidder's certification or agreement to become certified to Vantiv for processing under this Contract, and Sage for ACH.
- 5) that if selected for final contract negotiation, the Bidder is willing to complete execution in a timely matter without protracted contract negotiations; and
- 6) that this Response is being submitted in good faith and without any collusion or fraud; and
- 7) that the Bidder certifies that it will comply with the Statewide Contract terms including amendments, for the duration of any contract awarded to the Bidder under this RFR; and
- 8) that the Bidder certifies that this Response is submitted in accordance with the order of precedence outlined in Section A.4, that any legal review of the required contract forms and attachments has been done PRIOR to submission of the RFR Response, and that any recommended clarifications that do not modify or delete the standard terms have been identified and objections to any language in the RFR or attachments will not be raised after selection or during contract negotiations; and
- 9) that this Response is not conditioned upon the Commonwealth's acceptance of any Bidder standard forms or terms, and the Bidder has not conditioned submission of this Response based upon any stated terms in section A-3, and the Bidder has not condition submission of this Response on the ability to negotiate the standard Commonwealth terms, or the Response may be subject to disqualification or a significant drop in points relative to the Qualifications section, and
- 10) that the Bidder certifies that if selected for a contract that the Bidder must obtain a Certificate of Good Standing from the Department of Revenue as part of Contract Execution. (See <https://wfb.dor.state.ma.us/webfile/Certificate/Public/WebForms/Help/LearnMore.aspx> and [http://www.dor.state.ma.us/rul\\_reg/AdminProcedure/AP613.htm](http://www.dor.state.ma.us/rul_reg/AdminProcedure/AP613.htm); and
- 11) that the Bidder certifies that it must be in good standing for tax compliance and any other requirement for licensing or good standing in the Commonwealth for the duration of the Statewide Contract; and
- 12) that the Bidder certifies that if selected for a Statewide Contract, that in the event the Contract is terminated for convenience or cause, or upon the end date of the Contract, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition and close out of the Contract. The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties to effect an orderly transition. Contractor must notify all of Contractor's subcontractors of procedures to be followed during transition.
- 13) The Bidder certifies and understands that Executive Departments are required to use Statewide Contracts, therefore it is expected that Executive Departments will use this Statewide Contract in lieu of separate contracting arrangements and that existing contracts will be transitioned to this Statewide Contract when feasible, and the Bidder, if selected for a contract, will affirmatively and timely disclose any other contractual relationships with Commonwealth state or municipal entities, including Commonwealth of Massachusetts institutions of higher education, and the nature of the services your organization provides and notify CTR whenever a new Eligible Entity seeks to engage the Bidder under a new or amended engagement.
- 14) Confirm that all Commonwealth payments to the Contractor from any source, even if made under individual merchant ids for each Eligible Entity under the scope of this contract will be used to calculate

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volume discounts. Please document volume discount information in Cost Proposal.

**A-7. ANSWER:** (Bidder must affirmatively indicate acceptance with an “X”. In the event the Bidder fails to indicate acceptance, the Bidder will be deemed to have affirmatively accepted if a Response is submitted.)

  X  . By submitting this Response the Bidder certifies that the Bidders understands and agrees to these conditions.

Authorized Representative Printed Name: Kenneth E. Leary

Title: Account Executive

Date: April 30, 2015

**RFR RESPONSE PART B - BIDDER PERFORMANCE REQUIREMENTS**

In this Section of the Response the Bidder is required to outline the Bidder’s Performance expertise and capabilities to provide the Statewide Contract Services. The Bidder must demonstrate that it meets the minimum specifications listed or have a suitable alternative. The Bidder must articulate specific projects and identify the key personnel demonstrating the Bidder’s Qualifications, and that the Bidder has the requisite skills, experience and expertise to provide the necessary services to Commonwealth Eligible Entities with details of historical demonstrated performance.

**\*\*\*NOTE: This section is critical for Bidder selection. Bidder must answer each item below specifically and with all related details, contingencies, considerations, risks, alternative ways to achieve requirement and note any associated performance or pricing considerations associated with meeting the requirement or using an alternative.**

**If the Bidder does not or cannot provide a required item Bidder must describe why the requirement cannot be achieved, alternatives, any pricing changes for alternatives and how this impacts or does not impact other performance or functionality. The content and quality of this section of the Response will be determinative of a Bidder’s capability and quality of performance and ability to meet the needs of the Commonwealth and Eligible Entities.**

Do not reference attachments or other ANSWERS. Each ANSWER must be fully completed in all sections with diagrams, tables or other information inserted. If the ANSWER is the same as another section, Bidders may copy and paste the ANSWER. The SST will not be required to consider any information, brochures or other attachments when reviewing and scoring this section. The Response will be considered “unresponsive” subjecting the Bidder to disqualification at the full discretion of the SST, if each item is not completed in full detail with a full explanation. Bidders may not refer to other attachments or references. All relevant content must be included here, including graphs, tables, illustrations, text from other materials that are relevant to answering attachments.

Each ANSWER should also provide any information that would helpful for prospective buyers of the services, as this Response will be the reference document posted for the Bidder that prospective buyers will review to select eligible Statewide Contractors for the engagements sought. Therefore, the Bidder should make every effort to provide relevant and helpful information.

**DO NOT INSERT MARKETING MATERIALS.** Bidders must address each item listed specifically.

**B-1. EXPERIENCE.** Demonstrate minimum of three (3) years of experience as a service provider for payment solutions using major credit and debit card processing networks and ACH is required. Describe currently held contracts that provide these services with at least three government clients and at least two non-government clients operating web-based, IVR, and/or mobile payment applications.

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**B-1. ANSWER:**

HP Enterprise Services (HP) has provided electronic payment processing services since 1994 and for the Commonwealth since 2003 through our Convenience Pay Services offering. We support credit, debit, and ACH payment methods through web-based, IVR, and mobile interfaces. We currently hold 71 contracts providing these services to government clients and 155 contracts providing these services to non-government clients.

**B-2. SECURITY AND CONFIDENTIALITY.** The Bidder must agree that as part of its work effort under the agreement entered pursuant to this contract may require access to Commonwealth personal data under MGL Ch. 66A and/or personal information under MGL Ch. 93H, or access to technology systems or other types of files (electronic or paper) that contain such data in order to fulfill specified tasks. For purposes of this Statewide Contract, electronic personal data and personal information includes data provided by the Commonwealth which may physically reside at a location owned and/or controlled by the Commonwealth or the Contractor. In connection with such data, the winning bidder must implement the maximum feasible safeguards reasonably needed to:

- A. Minimize access or use of electronic personal data or personal information, and to the information technology systems containing such information.
- B. Ensure the security, confidentiality and integrity of electronic personal data and personal information;
- C. Maintain industry standards or above for PCI compliance for the Bidder and all subcontractors. PCI Compliance failures or deficiencies by Bidder or any subcontractor shall be grounds for immediate termination or suspension.
- D. Prevent unauthorized access to electronic personal data or personal information or any other Commonwealth Data from any public or private network;
- E. Prevent unauthorized physical access to any information technology resources involved in the performance of this contract;
- F. Prevent interception and manipulation of data during transmission to and from any servers; and
- G. Notify the Commonwealth immediately if any breach of such system or of the security, confidentiality, or integrity of electronic personal data or personal information occurs. Comply with all required data breach responsibilities under MGL Ch. 93H and 93I including but not limited to notices to the Department of Consumer Affairs and Business Regulation. Contractors will be required to assist the Commonwealth and mitigate and indemnify costs of Contractor data breaches.
- H. Demonstrate that at a minimum, on an annual basis, third party reviews of the data center(s) hosting the solution (SOC 1, SOC II, SAE 16, etc.) have been conducted.
- I. Ensure the capability of sharing confidential information without having to send the information through email. (This is important due to the size of the files shared and the size limitation placed on a company's email system and the risk of files being 'stripped' when being sent through email. This mitigates the risk of inadvertent sending of unencrypted confidential info through email, and also ensures that all requested information can be stored in one location without having to sort thru emails or re-send the information.)

Describe in detail the security that you have in place to safeguard the confidentiality of Commonwealth data and systems that may be accessed during performance. With certain Eligible Entities, access to data and systems is restricted by state and federal law. Describe in detail the ability to communicate, send files, download files, etc. from the internet at all times in a secure manner. Insert tables and diagrams if applicable.

**B-2. ANSWER:**

- A. HP maintains a comprehensive security program which includes limiting both physical and logical access to the data and systems supporting the Convenience Pay Services offering.

We have a comprehensive physical security program in place consisting of the traditional controls that have long been

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a standard. Wherever possible, the security controls adopted use a layered approach at each location in which the controls become more stringent progressing from the outermost perimeter of the facility to the interior restricted spaces.

Data center facilities are considered restricted space. The term restricted space indicates that this space is an area housing HP's most critical assets and operations, including the assets and operations of HP's customers. It also encompasses equally critical support areas which may include the command centers, emergency generator areas, and Uninterruptible Power Supply (UPS) rooms.

Logical access to HP midrange systems is granted according to the job responsibility of the user. The leveraged support organizations in the data center are accountable for the system functions, and each team member in the organization is expected to execute only the responsibilities of their particular job role.

The following organizations are responsible for activities on the midrange servers which require privileged access:

- \* Software Services
- \* Information Security
- \* HP Account
- \* Backup and Restore
- \* Managed Storage
- \* Automation and Tools
- \* Operations
- \* Database Administration

Various controls exist to protect access to the Windows server within the data center. User access to servers in the HP environment is facilitated through SSH, an access management server device, or in some cases, through a third party secure remote control tool.

- B. An extensive set of security protection and monitoring controls as described in HP's control standards apply when data centers and supporting areas are marked as restricted space. These standards outline the controls to be applied for consistently managing access in data centers and associated critical spaces.

The data center is monitored on a 24 x 7 basis using Closed Circuit Television (CCTV) cameras. The CCTV cameras are strategically placed throughout the data centers.

The access control system also provides continuous door monitoring for entrances and emergency exits to computer rooms. By design, a minimal number of entrances are available for entrance into restricted areas. All other portals are deemed emergency exits and are equipped with local audible alarms and an alarm transmitted through the access control system. Emergency exits (doors) are only for emergencies; any other opening will prompt a local and control center alarm and will result in the immediate dispatch of security personnel. The alarm event will also be monitored through CCTV camera since emergency exits are monitored by CCTV cameras which digitally record activity. Similarly, CCTV cameras are also installed at designated entrances and are linked to alarms that are programmed into the access control system for such events as "door help open" and "door forced open."

Audit trails of logical access are generated to track system activities, performance, as well as when a user ID has been disabled for unsuccessful login attempts.

Special privileges and powerful system commands are logged.

Audit trails are maintained for a time period appropriate to the system for which they are generated.

- C. HP maintains its Convenience Pay Services offering as a Level 1 Service Provider in compliance with the Payment Card Industry Data Security Standard (PCI DSS) and therefore reflects a focus on security, data integrity, privacy, and confidentiality of data in transit and at rest. This includes secure connectivity for all data entry points to encryption of sensitive data to restricted access to data based on job function for our employees. We are listed on Visa's Global

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Registry of Service Providers and on MasterCard's Compliant Service Providers list.

- D. Controls are in place to restrict access to the HP Corporate Network and a subset of the HP Corporate Network, identified as the HP Secure Services Network (SSN). The SSN is dedicated to HP for management of customer IT infrastructures. The SSN is positioned between the HP Corporate Network and customer networks, and is composed of WAN and LAN elements assembled to permit the necessary access for tools and HP personnel, while providing the security level required between customer networks and the SSN. Customer networks hosted by HP are not considered part of the SSN. Customer personnel connect to customer networks through a variety of solutions architected for that access.

The HP Corporate Network is the network where HP users are connected, either directly when working on HP premises, or when working from a remote location. Users requiring access to HP internal systems must possess authorized credentials which consist of a domain username and password. This domain account is linked with the records in HP's Global Human Resource Management System (GHRMS) where the credentialing process is triggered to create user IDs during on boarding.

Once users have received their authorized credentials, they are now able to access the HP Corporate Network. When initially signing on to an HP desktop, a non-trespass message is displayed, and the account and password are checked against the domain security controls. Domain security controls include password configuration settings for an appropriate minimum password length, password expiration, minimum password age, password complexity, password history, and the number or consecutive unsuccessful logon attempts before the account is suspended (account lockout). If a user fails to enter a valid user ID and password, the security screen is redisplayed prompting the user to enter the user ID and password again.

Terminations are entered into GHRMS, which then disables the domain account associated with the user's GHRMS record. The account is flagged for deletion from the system by a batch job 60 days later.

When accessing the HP Corporate Network from a remote location, users are automatically connected or must establish a virtual private network (VPN) session. Whether automatic or through VPN, two-factor authentication, based on a Class-A DigitalBadge stored on an ActivKey or a One-Time Passcode (OTP) mechanism generated by an OATH token are required. The ActivKey must be physically inserted into the computer's USB port before attempting to access the HP Corporate Network. The user is then required to enter a PIN code that is linked to the ActivKey, or the user must enter the one-time passcode displayed by the OATH token and enter the personal PIN code associated with the token.

The controls described below pertain to the personnel, processes, and system that restrict access to the SSN, Management Compartments, and network boundary devices.

The SSN is segmented into multiple network compartments. A network compartment consists of a subnet or a set of subnets that share the same network behavior. Management Compartments are network compartments within the SSN that host the tools used to manage customer IT infrastructures.

To gain access to the SSN and the underlying network compartments, users must submit a request through Infracore, an internal web-based processing system. The request must be approved by the user's direct manager. Some dedicated network compartments require a second approval by the Security Officer. Approvals must be renewed every six months. Users are granted access to network compartments through defined roles based on job responsibilities. If terminated, the user's access to network compartments is immediately disabled.

To access the network compartments within the SSN, users must first authenticate to the HP Corporate Network and secondly, through the SSN SSL Gateway. Users authenticate to the SSN using two-factor authentication, which consists of a Class-A DigitalBadge stored on an ActivKey, activated by a PIN code, or an OTP mechanism generated by an (OATH) token. Access to the SSN is logged, and logs are maintained for a period of one year.

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E. Access control is at the core of providing strong physical security for data centers. It is a combination of extensive access control standards and a comprehensive access control system. At the foundation of the access control standards for restricted space is the concept of Least Privilege. Least Privilege is intended to provide a person with access only to the areas in which they are authorized to perform their job based on a legitimate business need. Within data centers, for example, there may be areas such as tape libraries and network rooms where only a small subset of personnel will require access. Each person who requires access must be sponsored by a manager who validates that individual's business need for having access to that specific restricted space. Then, the access request is delivered to the restricted space "Authorizer" who holds full authority to approve or deny every person's access to that restricted space. In addition, the Authorizer is responsible for conducting a recurring revalidation process to verify that the Least Privilege concept is maintained. The revalidation, which is conducted periodically, supplements the continual obligation of each sponsoring manager to revoke the access of any person they sponsored who no longer requires access to the restricted space. The request process for granting and approving restricted space access directs requests to the appropriate Authorizer. The Authorizer then forwards authorized approvals to site security for issuing an access badge or adding access authorization to an existing ID badge.

Security for an HP data center begins at either the perimeter of the property in which the data center resides or the building where the data center is located. Persons seeking access to the HP campuses must have a legitimate business purpose before entering the building. Regular HP employees and authorized contractors who have been granted unescorted access must use their building and HP ID badge to open the doors to permit their entrance.

Visitors are directed to a specific entrance where their access will be granted upon confirmation that an HP employee has pre-registered the visitor's access to the facility. Visitors are approved by the HP representative before they are granted access to the restricted areas, are checked in, issued a visitor badge, and are required to be escorted by the host for the duration of their visit.

Each person who requires access must be sponsored by a manager who validates that individual's business need for having access to that specific restricted space. Then, the access request is delivered to the restricted space "Authorizer" who holds full authority to approve or deny every person's access to that restricted space. The request process for granting and approving restricted space access directs requests to the appropriate Authorizer. The Authorizer then forwards authorized approvals to site security for issuing an access badge or adding access to an existing badge. To enhance the awareness and commitment of the employees and vendors who are authorized to have access to HP restricted space, HP has instituted a guideline for working in a critical environment that must be reviewed by each person being provided with access. These guidelines describe the security requirements, as well as safety and operational procedures, which must be followed as part of each individual's access privileges.

HP Security requires the use of an ID badge. It is an HP Security requirement that everyone displays their ID badge at all times while on HP's premises. Specifically in the restricted space environment, employees are expected to challenge individuals who are not displaying their ID badge.

The ID badge functions as a proximity card key for the access control system. This allows an authorized badge holder to gain entrance to the restricted space by placing their badge near the proximity reader found at the designated entrance door. The access control system records the access and, if applicable, departure details of every person entering the restricted space environment. Tailgating is prohibited.

F. HP uses SSL (128-bit) encryption using digital certificates to secure transmission between citizen workstation and DMZ web servers, SSL (128-bit) encryption using digital certificates to secure transmission from the Commonwealth to HP, and PGP encryption to secure data files exchanged between the Commonwealth and HP (exchange public keys).

G. HP will notify the Commonwealth immediately of any system or data breach. HP will comply with the required data breach responsibilities under MGL Ch. 93H and 93I. HP will assist the Commonwealth with mitigation and indemnification of data breaches in accordance with the terms of the Contract.

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- H. HP engages a third party for annual review (SOC 1) of its Convenience Pay Services offering. HP can provide a copy of the report if requested.
- I. HP maintains the capability to exchange files through FTP, FTPS (FTP over SSL), SFTP (FTP over SSH), HTTP, HTTPS, AS2, and E5. In addition to secure file transmission, we support PGP encryption of files transferred between HP and the Commonwealth.

**B-3.** Describe in detail how your firm and all subcontractors comply with the PCI Data Security Standard (DSS) 3.0 in its entirety for all payment channels and hosting scenarios. Include strategy to comply with future requirements surrounding the transition from SSL to TLS.

**B.3. ANSWER:**

The Executive Vice President and Chief Information Officer (CIO) is the senior executive responsible for Information Technology solutions being developed and deployed in support of our business operations. The CIO is accountable for the total cost, quality, data, tools and processes used to deliver IT solutions in support of our business (including outsourced applications services such as Application Service Provider (ASPs) or other software-based services and solutions).

IT Security policies and standards are created by the IT Security Policy team with input from security specialists and subject-matter experts from throughout the enterprise. Policies and standards are reviewed by IT Security management staff and approved by the process specified by the IT Enterprise Architecture. Once approved, policies and standards are made available on the Enterprise Architecture web site and communicated through the IT Security Policy Announcement Mailing List. Compliance with approved IT Security policies and standards is mandatory.

IT Security policies and standards are reviewed at least annually as part of the IT Security governance review process. Business Information Security Managers (BISMs) participate in the review and have access to the annual review schedule to track upcoming reviews. Once a document has completed the annual review by IT Security and the BISMs, changes are posted to the Enterprise Architecture web site unless further management approvals are needed. When management approval is needed for changes, the changes are reviewed with the Vice-President of IT Security and presented to the CIO staff for approval. Once approved and posted, significant changes will be announced on the IT Security Policy Announcement Mailing List.

IT Security specifications are created by IT Security teams with input from security specialists and subject-matter experts from throughout the enterprise. Specifications provide further detail for requirements stated in policies and standards. They derive their authority from those documents. Compliance with IT Security Specifications is mandatory except where explicitly stated within each document. Changes to specifications are reviewed and approved at monthly IT Security governance review meetings and significant changes are also approved by IT management and announced on the IT Security Policy Announcement Mailing List.

HP ES Information Technology Outsourcing (ITO) maintains a quality management system for policy and process documentation to be easily referenced by all employees. The Integrated Quality Management System (IQMS) policies, processes, and work instructions are documented in the Quality Manual and in subordinate documents. Processes that directly result in the delivery of products and services to the customer are documented and controlled. The documentation includes interaction between HP's processes, customers, and subcontractors. A disciplined understanding and consistent application of these documents by associates helps verify that the requirements for delivering quality products and services are met.

The HP Enterprise Security Information System (ESIS) documents the information security policy framework which is used by those involved in service delivery to create and implement an appropriate and effective Information Security Management System (ISMS). Within the content available in ESIS, all of which is mapped to the relevant industry, relevant legislation, regulation(s) and global standards, there is a defined baseline set of Control Standards. These Control

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Standards are divided into general (administrative) and technical controls. General controls are those that are basic to any operational area, while the technical controls tend to be technology-specific in nature and focus primarily on data center supported software.

Control Standards are supported by detailed Implementation Procedures (IPs) which provide explanations as to how to implement the requirements of the Control Standards. These are supported by Assessment Procedures, which are used to evaluate whether or not the steps taken in the IPs have been appropriately followed.

The HP Global Compliance Management System (GCMS) provides a framework for monitoring the control environment. Each Control Standard is assigned to an owning group that is responsible for providing the ongoing compliance of the item. The control owners perform a review of their assigned items according to an established schedule based on risk level. The Compliance Governance team, an organization separate from the control owner, performs an independent verification of these controls on a sample basis using GCMS. Source cause analysis is performed and documented to prevent future occurrences.

The GCMS reports outline the control issue(s), explain the audit concern(s), provide information on researching and verifying the control item(s), and define the minimum required review frequency. Management reviews consolidated reports detailing the status of compliance with ESIS processes on a periodic basis.

HP maintains offering as a Level 1 Service Provider in compliance with the Payment Card Industry Data Security Standard (PCI DSS) and therefore maintains a focus on security, data integrity, privacy, and confidentiality of data in transit and at rest. This includes secure connectivity for data entry points to encryption of sensitive data to restricted access to data based on job function for our employees. We are listed on Visa's Global Registry of Service Providers and on MasterCard's Compliant Service Providers list. We also maintain two seats on the PCI Security Council. In addition to PCI compliance audits, we employ the following security practices and data encryption methods:

- SSL (128-bit) encryption using digital certificates secures transmission between customer workstation and DMZ web servers
- AES 256-bit encryption secures data at rest on database servers
- PGP encryption can be used to secure data files exchanged with our systems (exchange public keys)

HP protects the systems supporting our offering in compliance with the PCI DSS as well as our own corporate standards for protecting client/customer data and our resources. We are audited multiple times each year for compliance. Protection mechanisms include use of multiple layers of firewalls, intrusion detection systems (IDS), and other measures intended to provide the highest level of security and protection against attack.

HP removed support for SSL 3 from our environment and moved entirely to TLS well before the PCI DSS 3.1 release on 4/15/2015.

**B-4.** Confirm that the Bidder's solution is included on Visa and MasterCard's validated service provider lists. Please insert a scan image of a letter from your third party security auditor attesting compliance with PCI Compliance or as a validated card brand service provider in this section.

**B-4. ANSWER:**

We confirm that our solution is included on Visa and MasterCard's validated service provider lists. HP maintains its Convenience Pay Services offering as a Level 1 Service Provider in compliance with the Payment Card Industry Data Security Standard (PCI DSS) and therefore a focus on security, data integrity, privacy, and confidentiality of data in transit and at rest. This includes secure connectivity for data entry points to encryption of sensitive data to restricted access to data based on job function for our employees. We are listed on Visa's Global Registry of Service Providers and on MasterCard's Compliant Service Providers list.

We included the scanned image in our attachments. The file name is:

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HP\_Attest\_of\_Compl.pdf

**B-5.** Confirm that your firm and each subcontractor has successfully completed timely and annual assessments, audits, reports on compliance and/or validation as required by the PCI DSS, and state the date of last compliance confirmation.

**B-5. ANSWER:**

Confirmed. HP has successfully completed timely and annual assessments as required by the PCI DSS. The date of HP's last compliance confirmation is August 5, 2014.

**B-6.** Identify resources that Bidder has to ensure adequate security of its own employees' conduct and behavior while working with Commonwealth Eligible Entity information and systems and at Commonwealth locations. The Bidder must describe its procedures for informing a client when the client's data has been, or may have been, inadvertently disclosed/compromised and its data breach support protocols. Describe the Bidder's Disaster Recovery Capabilities. Describe in detail any other Security and Privacy standards and protocols that support the services under this Statewide Contract and Eligible Entity compliance with G.L. c. 93H and G.L. c. 93I and other data security requirements. Describe how the Bidder and subcontractors will comply with Commonwealth of Massachusetts Security Policies such as management of public records [G.L. c. 66](#), protection of personal data [G.L. c. 66A](#), protection of private information <http://www.mass.gov/Eoca/docs/idtheft/eo504.pdf>, [Chapter 82 of the Acts of 2007](#) (An Act Relative to Security Freezes and Notification of Data Breaches), and security breaches [G.L. c. 93H](#).

**B-6. ANSWER:**

HP maintains a comprehensive security program to define expectations for, and monitor activity of, its employees conduct and behavior while working with any client or sensitive data as well as limit physical and logical access to that client or sensitive data. In addition, HP has formalized global hiring practices designed to determine whether new, rehired, or transferred employees are qualified for their functional responsibility. Depending on country-specific laws, practices or specific business needs, where permissible, HP conducts the following checks: verification of the individual's education and previous employment, a felony and misdemeanor criminal check for the previous five (5) years, and a credit, and/or security check on potential employees and/or incumbent employees. The specifics or extent of the background checks performed is dependent on the position for which the individual is applying.

Every employee has a written job description, and every job description includes the responsibility to communicate significant issues and exceptions in a timely manner to an appropriate higher level of authority within HP.

New employees are issued an employee information kit that documents various procedural and administrative matters. New employees are required to sign the Standards of Business Conduct that discloses to the employees the corporate conduct guidelines and requires that employees keep corporate and customer information confidential. HP has an Ethics and Compliance program that includes security awareness training that all employees are required to complete periodically. HP has an information security policy which documents and provides guidance to HP personnel. The confidentiality and privacy of customer information and data is emphasized in the Standards of Business Conduct handbook as well as during new employee orientation.

If HP suspects or determines that a system breach has occurred, we will execute a defined communication plan notifying designated HP security and business personnel, any partners/subcontractors, card brand networks, and personnel that are identified by both the Comptroller's office and each department processing through HP. HP tests and validates the incident response plan at least annually.

HP and its subcontractors will comply with Commonwealth of Massachusetts Security Policies G.L. c. 93H, G.L. c. 93I, G.L. c. 66, G.L. c. 66A, through awareness of the policies as they align with HP security policies, standards, and procedures, and—in line with our relationship with the Commonwealth—we will continue to make investments integrating with the Commonwealth requirements. HP will execute Executive Order 504 Certification as a condition of award of this Contract.

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HP provides its services using a logical n-tier and physical three-tier environment designed for redundancy and scalability through the use of high-availability technologies such as load balancing and clustering.

HP provides its services from Service Management Centers (SMCs) in Plano, Texas and Auburn Hills, Michigan, each with redundant network equipment, multiple high-speed connections, redundant power grid connections and diesel backup, daily backups, and 24x7 application, server, and network monitoring. Each network, server, and component is redundant, from high-availability firewalls and load balancers to power supplies within servers. Our Service Management Centers are designed to support ongoing processing if a disaster occurs. Should a disaster affect a Service Management Center such that processing could not take place at that Service Management Center, processing would be moved to a warm site at our designated Service Management Center in Sacramento, California. We back up billing and transactional data every day, with backups taken to a secure offsite storage facility. If a disaster occurs, backups would be taken from the secure offsite storage facility to the recovery Service Management Center and restored for continued processing.

**B.7.** Describe how Bidder and subcontractors will comply with joint ITD (MASSIT) and Comptroller Revenue Collection Data Security Policy at: <http://www.mass.gov/osc/docs/policies-procedures/accounts-receivable/po-ar-data-sec.doc>.

**B.7. ANSWER:**

HP has and will continue to support Comptroller and ITD policies with which Departments must comply, such as the Payment Collection Data Security Policy. HP will provide a PCI-compliant system which Departments can use to collect funds. Departments will not be required and will be discouraged from using any solution which has a Department transmitting or storing card, bank account, or personally identifiable information.

**B-8.** Describe how the Bidder and subcontractors will comply with Commonwealth of Massachusetts Security Policies which Bidders are required to comply with: Enterprise Information Technology Policies at: [http://www.mass.gov/?pageID=ITD\(MassIT\)topic&L=2&L0=Home&L1=Policies%2c+Standards+%26+Guidance&sid=AITD\(MassIT\)](http://www.mass.gov/?pageID=ITD(MassIT)topic&L=2&L0=Home&L1=Policies%2c+Standards+%26+Guidance&sid=AITD(MassIT)).

**B-8. ANSWER:**

HP and its subcontractors will comply with Commonwealth of Massachusetts Security Policies through awareness of the policies, and—in line with our relationship with the Commonwealth—we will continue to make investments integrating with the Commonwealth requirements.

**B-9.** Describe any additional best practices or certifications that the Bidder and subcontractors utilize to ensure that Commonwealth data will not be subject to a security breach, or otherwise be improperly accessed, viewed, disbursed, stolen, lost or destroyed (include any relevant certifications such as SSAE 16, SOC 2 or 3, ISO 27001, etc.).

**B-9. ANSWER:**

Beginning with its first customers, HP has woven security safeguards into every facet of its technology. Some of our longest-standing customers are various agencies and departments of the United States government. We process some of the nation's most sensitive material. All major branches of the US Department of Defense, 9 out of 10 major banks, and 9 out of 10 top software companies rely on us to protect their confidential customer information.

HP has extensive experience in successfully safeguarding critical information through documented standards, industry guidelines, and corporate oversight. HP has its own set of control standards taken directly from the industry-leading NIST guidelines. The NIST-800 guidelines were developed to assist technology-based companies in the healthcare industry maintain compliance with the HIPAA security rule. HP uses the NIST-800 guidelines as control standards to meet or exceed compliance with security, confidentiality, and audit controls.

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Account security officers use the Account Security Governance and Compliance Management (ASGCM) tool that is developed and maintained by a core group of security and privacy professionals. The ASGCM tool provides a common, standard approach to risk management, account security governance, and compliance monitoring. The ASGCM gives HP security and privacy officers a solid platform to verify the integrity, confidentiality, and availability of sensitive information.

Our consultants are trained in pre-emptive threat identification and have developed methodology and technology to meet customer scenarios. HP is one of the few providers offering balanced technology and business (risk management) approach. We offer innovative risk management reporting dashboards, best practice operational service methods, and industry-leading security technologies.

**B-10.** Identify any current security breaches for the Bidder or any subcontractors that are underway and not yet resolved, or any security breaches that have occurred in the last 3 years with details of causes and mitigation.

**B-10. ANSWER:**

HP Convenience Pay Services has never had a breach occurrence.

**B-11.** Please describe currently implemented protocols, or emerging protocols, that the Bidder and subcontractors have implemented or are implementing for secure data processing, transmission, and storage of confidential data.

**B-11. ANSWER:**

HP Convenience Pay Services supports TLS 1.2 and 1.1, enables forward secrecy, and orders SSL Cipher Suites in descending order from most secure to provide the greatest level of security transmitting confidential data between the user's browser and HP systems.

**B-12.** The Bidder must describe its procedures for informing a client when the client's data has been, or may have been, inadvertently disclosed/compromised and its data breach support protocols.

**B-12. ANSWER:**

If HP suspects or determines that a system breach has occurred, we will execute a defined communication plan notifying designated HP security and business personnel, any partners/subcontractors, card brand networks, and personnel identified by both the Comptroller's office and each department processing through HP. HP tests and validates the incident response plan at least annually.

**B-13. SOLUTION FUNCTIONALITY: MANDATORY CERTIFICATION TO VANTIV.** Bidders submitting a Response are certifying that they understand and agree that the proposed solution must use the Statewide Credit Card processing contract with Vantiv for credit/debit cards which also includes the use of Sage for ACH. Does your payment solution already certify to Vantiv?

If there is a cost for this certification, please specify in the cost proposal. (If yes, ADD THIS COST TO COST PROPOSAL section. If this cost is not identified in the COST PROPOSAL it will not be considered in the selection process and cannot be billed at a later date. Note also that Cost scores will be impacted by all Costs included in the COST PROPOSAL. Payment solutions that are already certified to Vantiv, or that opt to certify to Vantiv with no

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additional costs to the Commonwealth are preferred and may impact scoring of Costs.

**B-13. ANSWER:**

HP Convenience Pay Services has been certified with Vantiv since February 2012. HP will not pass on any certification costs, either one-time or ongoing, to the Commonwealth.

**B-14. SYSTEM DESCRIPTION.** Provide a full description of payment page and IVR credit card and ACH payments solution from start to finish. Identify ownership of the functions. If outsourced, list names and ownership of each function. Insert tables and diagrams if applicable.

**B-14. ANSWER:**

**IVR**

HP provides IVR interfaces in-house as part of its electronic payment processing offering. We offer touch tone and voice recognition capabilities for customer communication with the IVR. At a high level, the IVR greets the customer, provides the customer with options such as making a payment and contacting customer service, requests entry of the customer's account number, provides billing information, requests entry of the card or bank account information, reviews the transaction with the customer, processes the customer's payment, provides the customer with the result, gives the customer options such as making another payment or ending the call, and, finally, thanks the customer for using the service.

Our IVR can accept customer account and bill/payment amount passed as part of the transfer of a call from another IVR. We can validate customer account information, provide the customer with billing information from real-time or batch interfaces with the Commonwealth, and provide the Commonwealth with payment information in real-time or batch mode. Our IVR can transfer callers to different call centers/IVRs based on time of day, customer account, and location in script.

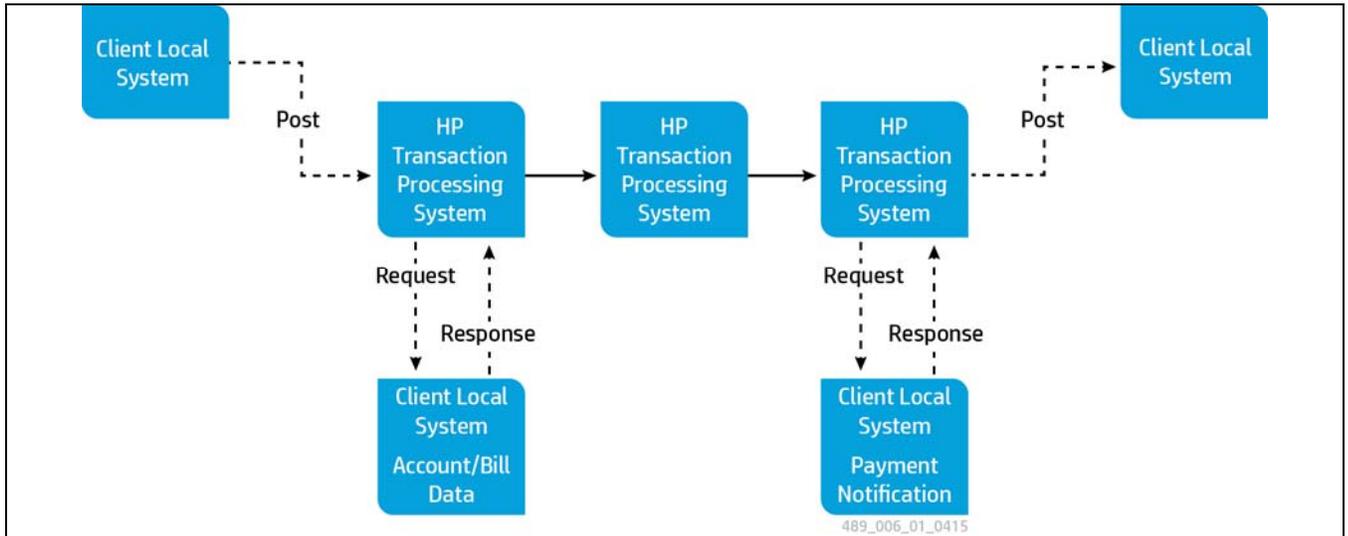
**WEB**

The Commonwealth's local systems can integrate with HP's transaction processing system by passing control and data between systems (POST). The Commonwealth's local system passes control to our transaction processing system to collect payment information and obtain authorization. Our transaction processing system can optionally pass control and data back to the Commonwealth's local system after obtaining authorization.

The Commonwealth's local system may optionally pass account, billing and transaction data through our transaction processing system to identify individual transactions. We provide virtually unlimited flexibility for the receipt and presentation of data, including multiple line items, passed from the Commonwealth's local system.

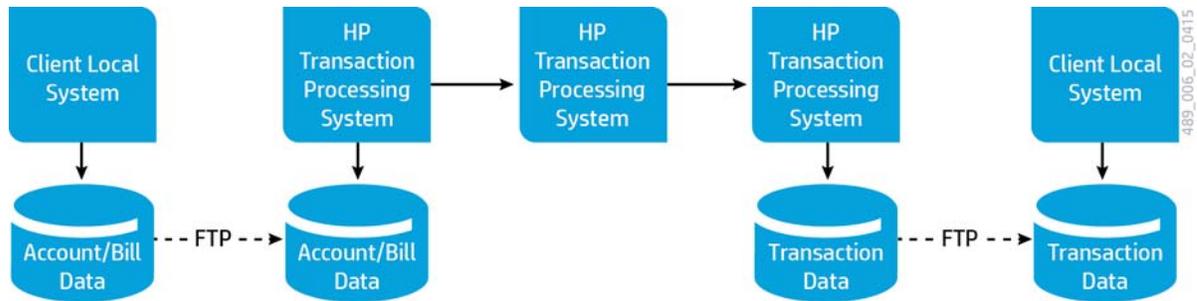
Local systems can integrate with our transaction processing system by exchanging data through any combination of web services (HTTPS, XML, SOAP) and file interfaces (FTP, ASCII, CSV, XML). Our transaction processing system may stand alone, calling web service methods provided by the Commonwealth's local system to obtain account validation data and/or billing information, and provide payment notification. As shown below in the figure, local systems can easily integrate with HP processing system at multiple points in the payment process.

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Using web services integration between our transaction processing system and the Commonwealth’s local system improves data accuracy and integrity between the two systems.

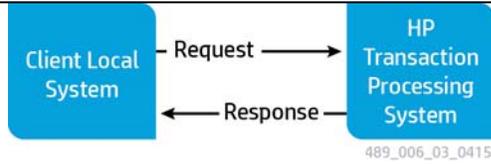
Using file integration between our transaction processing system and the Commonwealth’s local system provides each system with the appropriate data. We provide FTP services for data exchange and support secure PGP encryption. The figure below shows the optional file integration points related to Commonwealth and HP systems.



Our transaction processing system provides flexible format options for both incoming account/bill data files and outgoing transaction data files, providing standard formats but also supporting existing formats used by the Commonwealth’s local system. These capabilities allow the Commonwealth to continue using existing file formats and migrate to any new formats in the future.

The Commonwealth’s local systems can integrate with our transaction processing system through our web services interface (HTTPS, XML, SOAP, REST). We provide an API with methods for adding, updating, and deleting billing information, processing payments, retrieving payment information and transaction history, calculating convenience fees, storing card/bank account information for future use, and validating bank information. The figure below shows the direction integration between Commonwealth and HP systems using the web services API interface.

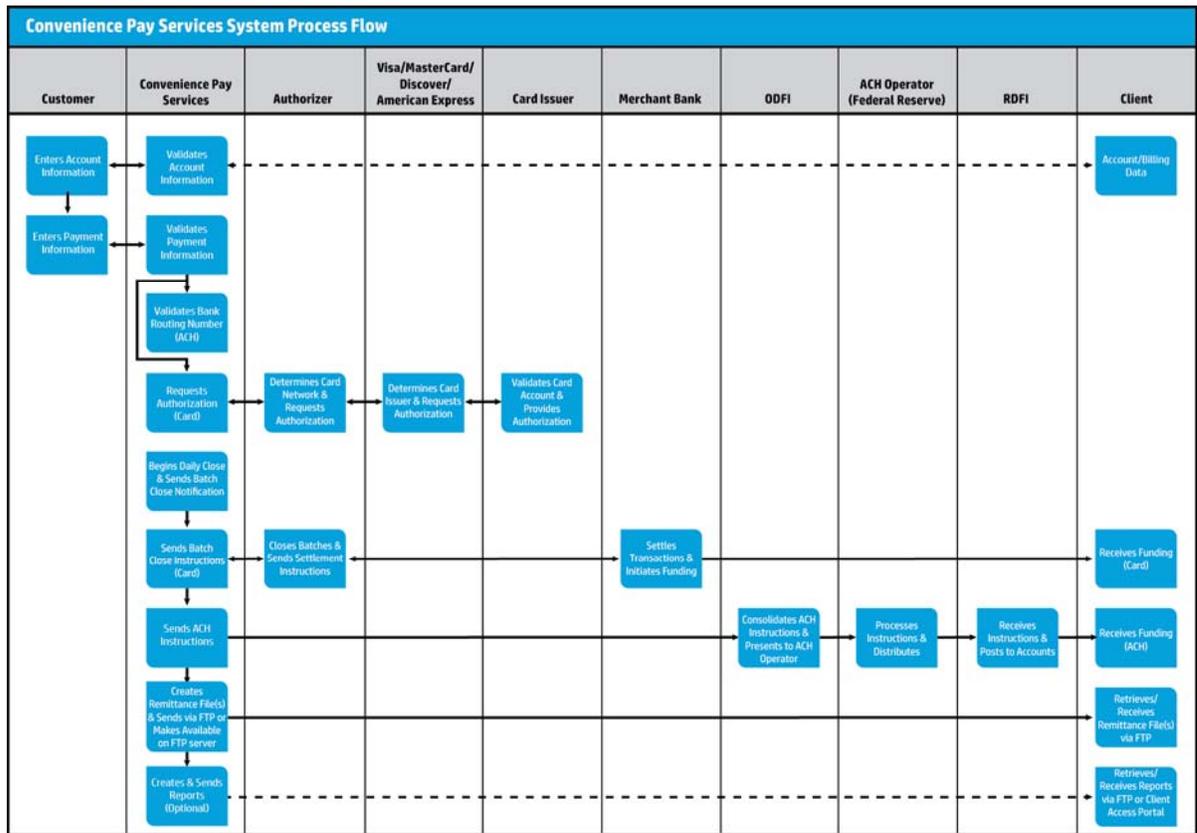
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Our web service methods for storing card/bank account information allow the Commonwealth to associate a token or identifying value with card/bank account information. The Commonwealth application subsequently uses the token or identifying value to process one-time or recurring payments through a web service or file interface.

We provide both mobilized web sites and mobile applications for payment processing. Our mobilized web sites can be contained within a browser control of a mobile application for additional flexibility. Mobile interface functionality mirrors that of the non-mobile web interface.

The flow of information through the HP Convenience Pay Services system is shown in the figure below.



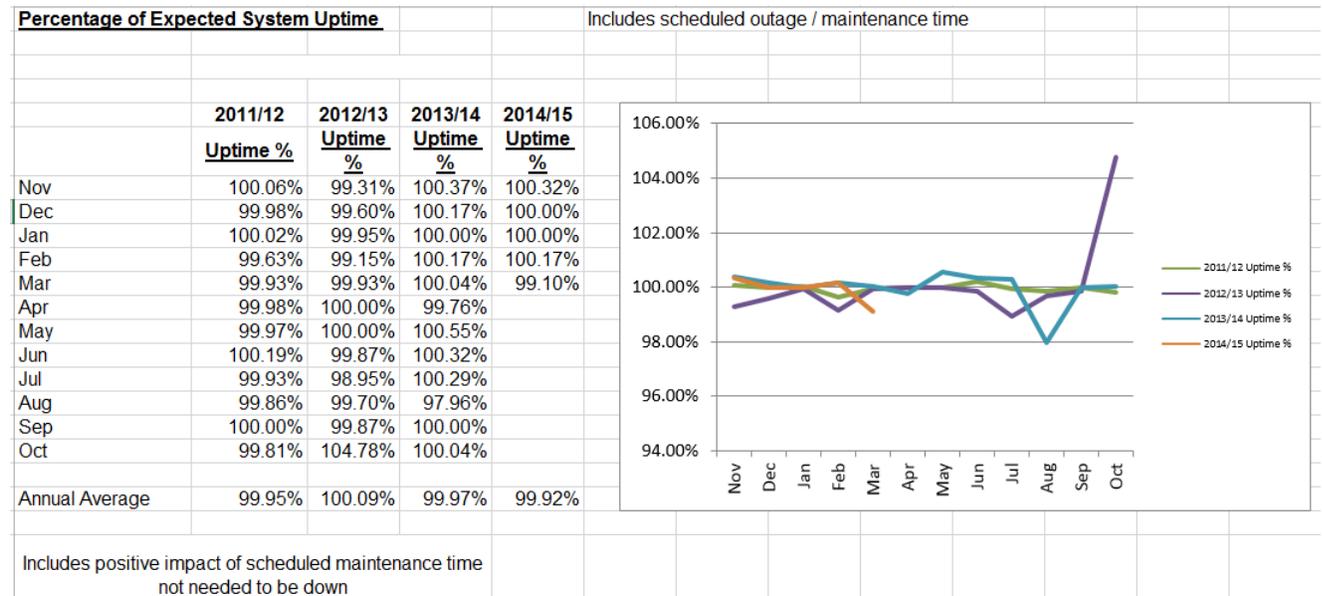
**B-15. SYSTEM AVAILABILITY:** Confirm that the Bidder solution is available 24 hours a day, seven days a week. Provide information on scheduled and unscheduled system availability (sporadic system connectivity, slow response time, complete outage). Include uptime statistics for the last three years and any other pertinent information that illustrates how transaction information is kept intact and secure if the solution fails. Identify any items that may impact system availability, including the manner in which a customer implements the system and any other contingencies, or customizations that may impact system availability.

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**B-15. ANSWER:**

HP Convenience Pay Services maintains its offering 24 x 7 x 365 excluding standard maintenance windows. Our standard maintenance window is the third Sunday of each month between 5 AM and 9 AM ET. While our standard contract provides for a 99.5% availability standard service level agreement (SLA), excluding standard maintenance windows, our clients regularly experience availability exceeding 99.9%.

In October 2013, HP Convenience Pay Services implemented significant upgrades to its infrastructure with the goal of improving availability, capacity, scalability, and overall system performance. With the Commonwealth moving to Vantiv for card authorizations, the Commonwealth should not experience downtime outside of HP's standard maintenance window. The figure below shows the availability for HP Convenience Pay Services over the last three (3) years.



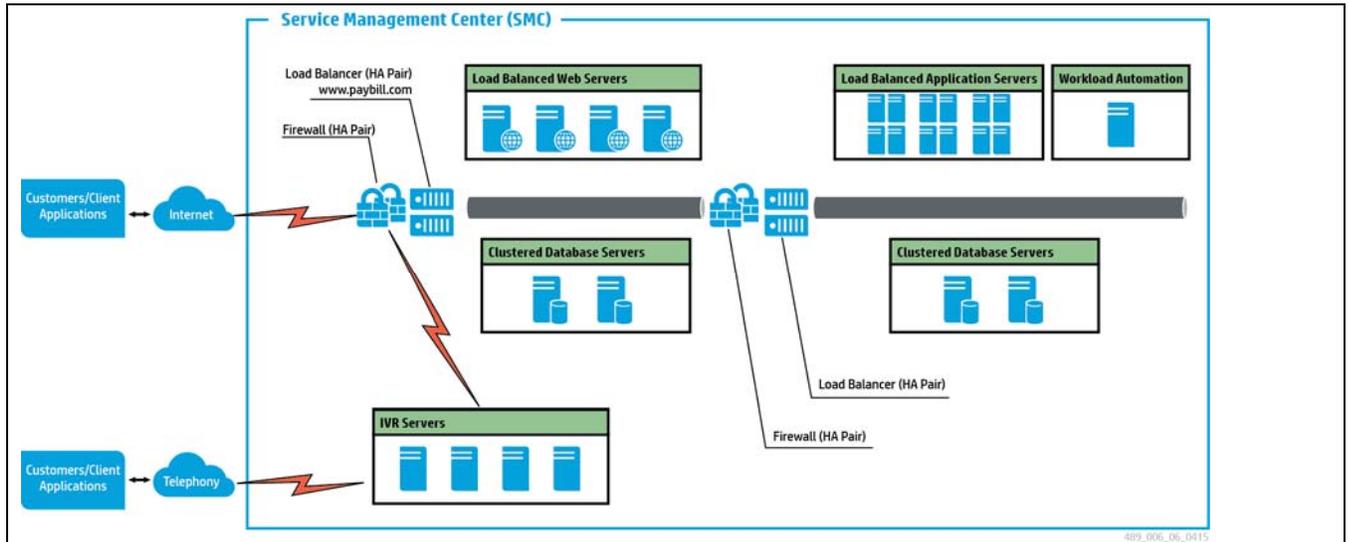
**DISASTER RECOVERY, CONTINUITY OF OPERATIONS AND SYSTEM AVAILABILITY.**

**B-16.** Describe in detail the Bidder's Disaster Recovery Capabilities and/or Continuity of Operations protocols

**B-16. ANSWER:**

HP provides its services using a logical n-tier and physical three-tier environment designed for redundancy and scalability through the use of high-availability technologies such as load balancing and clustering. Running on the Wintel platform, we divide processing into physical web, application, and data tiers. Web and application tiers distribute load to multiple servers using hardware load balancers. We use clusters for the data tier. We maintain web and IVR environments designed to handle the seasonal peak volumes of multiple clients, constantly monitoring infrastructure resources for load versus capacity and scaling out resources as required. The diagram shown below provides a high-level representation of the HP Convenience Pay Services architecture.

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HP provides its services from Service Management Centers (SMCs) in Plano, Texas and Auburn Hills, Michigan, each with redundant network equipment, multiple high-speed connections, redundant power grid connections and diesel backup, daily backups, and 24x7 application, server, and network monitoring. Each network, server, and component is redundant, from high-availability firewalls and load balancers to power supplies within servers. Our Service Management Centers are designed to support ongoing processing if a disaster occurs. Should a disaster affect a Service Management Center such that processing could not take place at that Service Management Center, processing would be moved to a warm site at our designated Service Management Center in Sacramento, California. We back up billing and transactional data every day, with backups taken to a secure offsite storage facility. If a disaster occurs, backups would be taken from the secure offsite storage facility to the recovery Service Management Center and restored for continued processing.

**B-17.** Describe system assurance and continuity procedures to ensure system integrity and availability and what triggers these protocols and how this impacts system availability.

**B-17. ANSWER:**

When a system vulnerability has been determined to be a potential high-level risk to HP and its clients, an HP System Vulnerability bulletin will be issued through automated e-mail.

An "Escalated Need" Alert requires immediate action, following emergency change control procedures.

A "High Priority" bulletin requires action which should be completed within a reduced timeframe, following change control procedures.

The HP Enterprise Security Information System (ESIS) vulnerability severity rating is one of the criteria used in determining when a system vulnerability is a potential high-level risk. However, vulnerability severity rating is not the only criteria considered by HP Threat, Vulnerability Management and Response (TVMR). Therefore, a vulnerability with a vulnerability severity rating of 10 does not automatically trigger an HP System Vulnerability bulletin.

For each vulnerability in ESIS, a vulnerability severity rating has been assigned by an independent third-party vendor. However, this assignment is based on a global perspective. Therefore, a risk and impact assessment of the vulnerability should be performed on the local information systems and business environments, including a security evaluation, a technical evaluation and a business impact assessment.

- The **security evaluation** determines the security implications based on the specific environment(s). For example, a resource that is Internet facing may be at a higher security risk as compared to Intranet facing resources, which have better boundary protection.

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- The **technical evaluation** assesses whether the countermeasure will also correct a problem with the services and features of applications that are being used by the organization.
- The **business impact assessment** determines if applying the countermeasure, or not applying the countermeasure, will impact business processes. For example, business critical resources may be at a higher business risk because of the damage it could cause to an organization.

After evaluation, the appropriate prioritization and timeframe for countermeasure installation should be determined (for example, immediately, after business hours, over the weekend, during a scheduled maintenance window). TVMR has developed vulnerability rating requirements and HP Security Control Standard (HPSCS1333) to be used as the guidelines for prioritization and timeframe determination.

HP tests each countermeasure prior to installation to verify that it will function as expected and be compatible with other systems. HP tests countermeasures at a system level as well as in a quality assurance environment prior to their installation in the production environment. This will verify their compatibility with the system and with other components in the environment. Evaluation and testing also verifies that the installation of a countermeasure does not open vulnerabilities previously corrected or produce new vulnerabilities.

Application of countermeasures in the production environment is subject to emergency or standard change control procedures, depending on the required implementation timeframe, to minimize the risk of disruption due to installation of the countermeasure. Testing also occurs in the production environment after installation.

Tracking of both implemented and rejected mitigation measures, and the supporting documentation of decisions is maintained for every system. This provides a history of what specific actions were taken, when they were taken, and by whom.

HP performs regular system vulnerability assessments to determine the following:

- Compliance with HP Security and Privacy Policies and Standards
- Effectiveness of existing Vulnerability Management processes and procedures
- Identification of vulnerabilities missed or countermeasures not implemented during continuous Vulnerability Management processes
- Identification of any countermeasures that may have been "un-implemented" due to a subsequent countermeasure implementation.

**B-18.** Outline notification protocols for clients and service impacts, outages, delays, functionality changes when these protocols are triggered.

**B-18. ANSWER:**

HP Convenience Pay Services sends out a bulletin each November notifying clients of the holiday and regular maintenance window schedule for the coming calendar year. The notification also includes non-batch close processing dates driven by the Federal Reserve holiday schedule.

Notification of maintenance windows falling outside of the regular maintenance window schedule is provided as soon as the maintenance window is identified to provide clients with the maximum amount of preparation time. Notification of system issues/outages and resolution is provided as soon as possible relative to the time the outage begins and ends.

Notifications of functionality changes implemented during a maintenance window is provided in advance of each individual maintenance window.

Notifications are provided to the personnel identified by both the Comptroller's office and each department processing through HP.

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<b>B-19.</b> How fast will normal transaction processing be restored in the event of a disaster or emergency?
<b>B-19. ANSWER:</b>  HP designed the Convenience Pay Services infrastructure with redundancy for every device and component and runs the service from world-class HP Service Management (data) Centers to maximize service availability and minimize the need to declare a disaster or emergency. Due to the capabilities of our data centers and our design philosophy focused on redundancy and availability, we have never had to invoke disaster recovery protocols. While we set the Recovery Timeframe Objective at 72 hours in the event of a disaster or emergency, we will make every effort to restore processing as quickly as possible.
<b>B-20.</b> What steps does the Bidder take to ensure no disruption of client services or steps to mitigate disruption of client services?
<b>B-20. ANSWER:</b>  HP Convenience Pay Services maintains a Business Continuity Plan (BCP) for Client Implementations, Client Support, and Technical Support to provide continuity of client services in the event of a disaster or emergency. Our BCP includes plans for scenarios at the site, city, and country levels, as well as for the unavailability of key personnel. HP Convenience Pay Services tests its BCP annually to assess its viability and accuracy.
<b>B-21.</b> How do the Disaster Recovery Capabilities or COP protocols compare to industry leaders?
<b>B-21. ANSWER:</b>  While HP Convenience Pay Services believes its disaster recovery capabilities/COP protocols compare favorably with the industry, our world-class Service Management (data) Centers are designed and built to be <i>the</i> industry standard for availability and continuity. Information on HP's data centers can be found at <a href="http://www.HP.com">www.HP.com</a> .
<b>B-22.</b> Have the Disaster Recovery or COP protocols been triggered in the past two years? What were the circumstances and describe the success or failures that occurred? How have any failures been mitigated? How often are Disaster Recovery or COP protocols tested and verified?
<b>B-22. ANSWER:</b>  Due to our redundancy and disaster recovery abilities, we have not had to invoke disaster recovery or COP protocols during the past two years, and they have not been triggered over the life of the Convenience Pay Services offering. Disaster recovery and COP protocols are tested and verified on an annual basis.
<b>B-23. CARDINALITY.</b> The Bidder must be able to provide a system that is able to handle the following types of transactions: (1) one-to-one, (2) one-to-many (shopping cart), (3) many-to-one. Specific examples of each type of transaction are:
One-to-One – An individual may use the Massachusetts Environmental Police web payment page to renew their boat registration.  One-to-Many – A medical clinic may use the Commonwealth of Massachusetts Board of Registration in Medicine payment page to pay for physicians license fees for all of the physicians that it has on staff in its clinic. The payment page is used by one entity to purchase many separate physicians licenses.  Many-to-One – The Commonwealth does not currently require this functionality but it may be a “nice to have” feature where more than one individual could pay a portion of a payment (for example, an environmental fine levied on a number

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of responsible parties).

**B-23. ANSWER:**

HP Convenience Pay Services currently supports both the One-to-One and One-to-Many models for Commonwealth departments. The One-to-Many model is currently being tested by the Department of Environmental Police and DPS Inspections.

HP Convenience Pay Services would be happy to work with the Commonwealth on options for supporting the Many-to-One model should the Commonwealth desire to provide such functionality to its departments.

**TRANSACTION AUTHORIZATION, SETTLEMENT, AND RECONCILIATION.**

The Bidder must describe the solution to each requirement outlined below including any contingencies or limitations.

**B-24.** The solution will accept a call from the entity business application or web page as a real time session.

**B-24. ANSWER:**

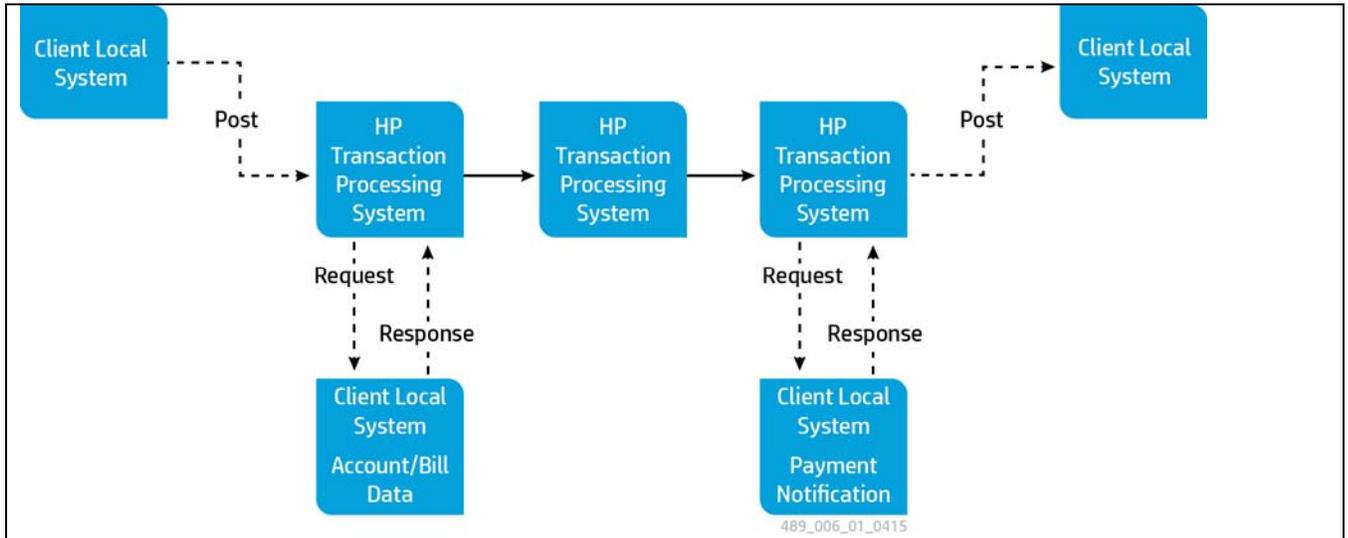
HP supports real-time session integration with Commonwealth entity business applications by providing integration options that include passing data between web sites, the ability to call web service APIs provided by Commonwealth entities, and through an HP web service API.

The Commonwealth's local systems can integrate with HP's transaction processing system by passing control and data between systems (POST). The Commonwealth's local system passes control to our transaction processing system to collect payment information and obtain authorization. Our transaction processing system can optionally pass control and data back to The Commonwealth's local system after obtaining authorization.

The Commonwealth's local system may optionally pass account, billing and transaction data through our transaction processing system to identify individual transactions. We provide virtually unlimited flexibility for the receipt and presentation of data, including multiple line items, passed from the Commonwealth's local system.

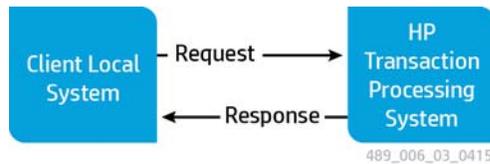
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**B-25.** Real time authorization confirmation from the Bidder to the entity to validate the completion of the transaction, or acknowledge intake for ACH, with a unique authorization number.

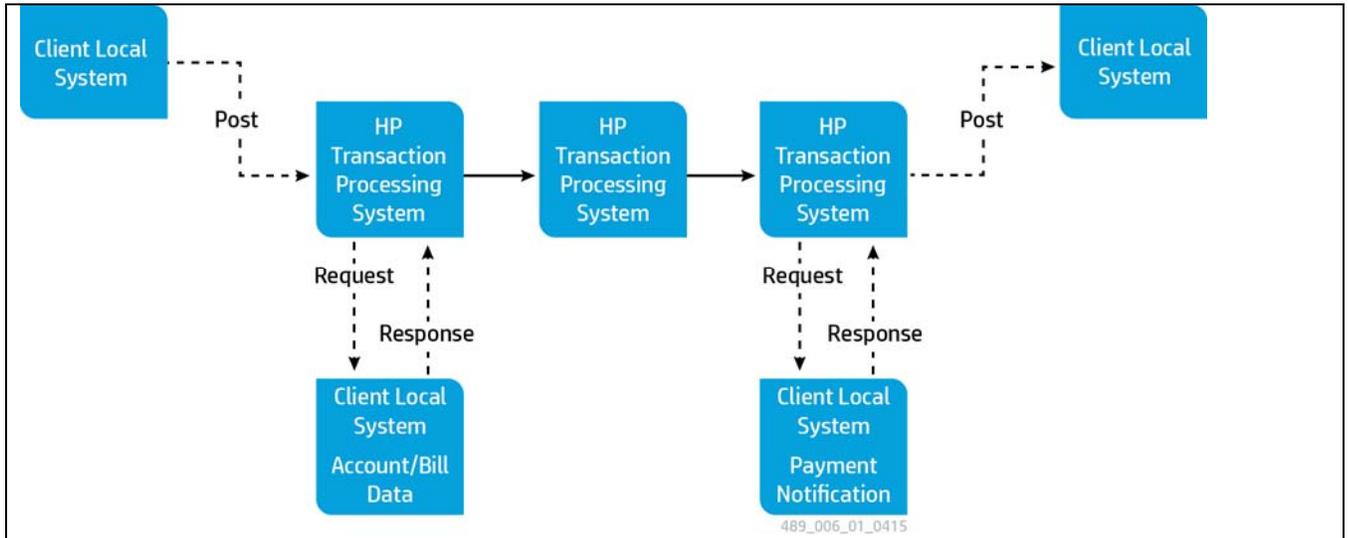
**B-25. ANSWER:**

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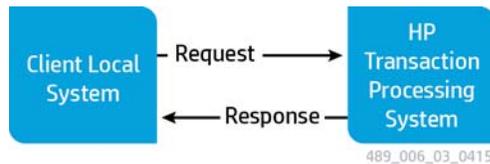
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**B-26.** Forward transactions to Vantiv for processing real time or batch.

**B-26. ANSWER:**

HP Convenience Pay Services has been fully certified with Vantiv since February 2012 and processing card transactions through Vantiv since September 2012 without any issues. Card transactions are processed in real-time between HP and Vantiv and Commonwealth entities can integrate with HP for real-time and batch mode processing of payments.

**B-27.** Daily batch close or cutoff times must be consistent for Commonwealth merchant entities.

**B-27. ANSWER:**

HP Convenience Pay Services provides Commonwealth merchant entities with the ability to close batches at any time of the day. Most Commonwealth merchant entities currently close at 3:30 PM ET.

**B-28.** Settlement files, remittance files, and funds deposited in specified bank accounts must reconcile with each business day’s transactions.

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**B-28. ANSWER:**

HP Convenience Pay Services provides daily summary and detail reports which can be used to reconcile deposits to specified bank accounts for the various card brands and ACH transactions. The reports are specifically designed to reconcile with a day's transactions.

**B-29.** All transactions must be settled each day regardless of amount (no minimum dollar thresholds).

**B-29. ANSWER:**

While HP Convenience Pay Services provides the Commonwealth with the capability to set limits on transactions (minimum for all transactions and maximum by payment method (card, ACH), we will settle transactions each day regardless of payment amount.

**B-30.** All transactions must be settled within 24 hours of the close of each business day, or sooner.

**B-30. ANSWER:**

HP Convenience Pay Services will work with the Commonwealth's designated merchant processor to settle transactions within 24 hours of the close of each business day.

**B-31.** Confirm whether the Bidder determines batch close and settlement time or whether the Commonwealth may determine batch close and settlement time.

**B-31. ANSWER:**

HP Convenience Pay Services provides Commonwealth merchant entities with the ability to close batches at any time of the day. Most Commonwealth merchant entities currently close at 3:30 PM ET.

**B-32.** A daily settlement file sent from the Bidder to each entity (Merchant ID) identifying the activity for that specific business day.

**B-32. ANSWER:**

HP Convenience Pay Services maintains the capability to provide each Commonwealth entity with one or more daily settlement files containing details of the transactions processed since the previous day's settlement file. A daily file of payment details can be used by each Commonwealth entity to post transactions to billing systems, reconcile memo postings or real-time notifications, and receive notice of exception items (refunds, EFT returns and chargebacks). Our flexible processing can provide a single file or multiple files depending on each entity's needs. We can create a file with payments only, payments and exceptions, or separate files for payments and exceptions.

We can provide each Commonwealth entity with one or more daily settlement files in a format specified by each Commonwealth entity. We support ASCII text, CSV and other types of delimited files, and XML file formats. We support PGP encryption of daily payment activity files should Commonwealth entities require file encryption.

The daily settlement file can contain any of the following items:

- File headers and trailers
- Batch headers and trailers
- Any constant value
- Values passed as the "account number"
- Payment date/time
- Payment/exception amount
- Convenience fee amount
- Confirmation number
- System-generated transaction ID

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- Payment channel
- Payment method
- Bank account type
- Bank routing number
- Name of bank
- Last four digits of the bank account number
- Name on customer's bank account
- Customer's email address
- Custom data field values, including line item detail
- Exception type
- Exception reason code
- Exception reason description
- Control fields such as file date/time and record counters
- Summary fields such as record counts and summary amounts

The list above is illustrative of the types of data elements we can provide and is not a complete list. We can support virtually any existing or user-defined data field.

**B-33.** Bidder is responsible for assuring daily report delivery by payment page or rolled up by Commonwealth entity as requested. Identify any cost implications in the cost proposal if applicable.

**B-33. ANSWER:**

HP maintains the capability to provide daily reports by payment page and/or rolled up by Commonwealth entity as requested. There is no cost implication associated with providing reports at one configuration level or the other.

**B-34.** The settlement file, remit file, and/or daily reports must have sufficient identifying information to enable each entity to determine how to appropriately record funds in MMARS and/or enable an interface to a business application.

**B-34. ANSWER:**

HP Convenience Pay Services has provided the Commonwealth with a file for MMARS since 2003 and continues to maintain the capability to provide identifying information, such as department code and ECRT code, in daily reports and files for the Commonwealth to appropriately record funds in MMARS for each transaction processed through our system.

**B-35.** For transactions being included in the nightly remit file to MMARS, the Commonwealth will identify accounting data elements that must be passed with each transaction sent for authorization. The Bidder will be required to pass this data back to the Commonwealth, in a format accepted by MMARS (See Attachment B)

**B-35. ANSWER:**

HP Convenience Pay Services fully support the current MMARS remittance file format and its accounting data elements and will support any future changes to the MMARS remittance file format if requested by the Commonwealth.

**B-36.** Daily credit card and ACH exception reports are required.

**B-36. ANSWER:**

HP Convenience Pay Services maintains the capability to provide each Commonwealth entity with daily card and ACH exception reports for chargebacks, ACH (EFT) returns, and refunds. We also maintain the capability to provide decline reports indicating the reason each card transaction was declined.

**CUSTOMER EXPERIENCE**

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**B-37.** Describe whether the solution can be customized and is configurable according to Commonwealth entity requirements (e.g., demographic data, case numbers) and desired “look and feel” (e.g., entity logo or banner, business process steps).

**B-37. ANSWER:**

HP Convenience Pay Services maintains the capability to provide each Commonwealth entity with an IVR and/or Web interface which collects the designated identifying information such as demographic data, case number, account number, and more. We maintain the capability to provide each Commonwealth entity with the ability to customize the branding (logo, banner) and workflow (process steps) required to meet their business needs. We have successfully implemented (and even subsequently modified) interfaces for more than 30 Commonwealth entities.

**B-38.** Describe the methods of payment verification that the system provides to the payer/customer (e.g. email notification, printable on screen confirmation notice, view payment history on mobile device, etc.).

**B-38. ANSWER:**

HP Convenience Pay Services provides customers with the ability to receive a payment confirmation email, print the payment confirmation page for an approved payment, and for a user who has been authenticated, view transaction history. Each of these options is available regardless of the interface (desktop versus mobile).

**B-39.** Can payers/customers access their payment history? If so, describe how and what length of time that payment history is available to payers.

**B-39. ANSWER:**

Yes. HP Convenience Pay Services provides two user models, unauthenticated and authenticated. The authenticated user model requires users to authenticate with username and password credentials. The user can be authenticated by HP or by the Commonwealth entity at the entity’s web site and then transferred to HP through Single Sign On (SSO). We provide the authenticated user with options not available to the unauthenticated user, including viewing up to 24 months of transaction history, the ability to save payment accounts, and identifying client accounts.

**B-40.** Are your solutions (web, IVR, and customer service) available in other languages? If so, please specify.

**B-40. ANSWER:**

HP Convenience Pay Service maintains the capability to provide IVR, web, and customer service interfaces in English and Spanish.

**ADMINISTRATIVE FUNCTIONS AND SYSTEM MAINTENANCE.**

**B-41.** Describe how Commonwealth entities can access a customer’s payment history. How far back can an administrative entity with appropriate credentials access payment history?

**B-41. ANSWER:**

HP Convenience Pay Services provides its Client Access Portal (CAP) for transaction research and reporting. The CAP requires that users, established and provisioned by HP agents/CSRs or the Commonwealth, be authenticated by username and password before accessing systems and data. We use a flexible reporting organization definition structure and a role-based security model to logically segregate customer information and provide only authorized users with access to the data and functions necessary to perform that user’s job. Roles/functions include:

- Viewing customer account information
- Editing customer account information

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- Processing Refunds
- Voiding Payments / Deleting Future Schedule Payments
- Processing Payments
- Performing Transaction Research
- Running Standard Reports
- Running Custom Reports
- Viewing customer user information
- Editing customer user information

The CAP provides authorized Commonwealth users with online access to a minimum of 24 months of historical data and retains a total of ten years of historical data offline. We can make archived data available for the Commonwealth within 14days of a written request by designated Commonwealth personnel.

**B-42.** What provisions does the solution have in place to manage administrative user access? Will all administrative users have access to all payment data (i.e., data should be masked) and can each Commonwealth Entity designate access control by user or role? Please describe.

**B-42. ANSWER:**

HP Convenience Pay Services provides its Client Access Portal for transaction researching and reporting, requiring users to be authenticated with username and password credentials. HP can manage all user access for Commonwealth entities, Commonwealth entities can manage their own user access, or the Commonwealth can centrally manage access for all Commonwealth entities. In the third scenario, Commonwealth users with admin access would be able to view transaction information for all entities.

The HP Client Access Portal Each Commonwealth uses a flexible reporting organization definition structure and a role-based security model to logically segregate customer information and provide only authorized users with access to the data and functions necessary to perform that user's job. Roles/functions include:

- Viewing customer account information
- Editing customer account information
- Processing Refunds
- Voiding Payments / Deleting Future Schedule Payments
- Processing Payments
- Performing Transaction Research
- Running Standard Reports
- Running Custom Reports
- Viewing customer user information
- Editing customer user information

Each Commonwealth entity can designate which users should have which security role(s) and access to which available reporting organizations.

**B-43.** How will the solution enable the Commonwealth to manage administrative users across multiple divisions and/or agencies? For example, the Commonwealth may require an administrative user to access data relating to multiple payment applications within an organization. How could this be achieved? Would the administrative user be required to individually log into each payment application to see its respective transactions, or can roll up functionality be configured?

**B-43. ANSWER:**

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The HP Convenience Pay Services Client Access Portal provides administrative users with the ability to assign users with access to one or more reporting organizations. Reporting organizations contain one or more payment applications. Payment applications may be contained in one or more organizations. This flexibility in defining reporting organizations allows the Commonwealth user to be able to select the appropriate reporting organization for each report or transaction search without having to logout/login or manage multiple usernames.

**B-44.** Confirm that you can provide custom management level files or reports within 10 days of monthly close to the Office of the Comptroller for all merchant entities on the contract to be used for monthly oversight reporting.

**B-44. ANSWER:**

HP Convenience Pay Services maintains the capability to provide custom files and/or reports to the Office of the Comptroller with 10 days of monthly close. We maintain the capability to develop custom files and reports which can be generated automatically at the monthly close or at any time on demand.

**B-45.** What resources are available to assist entities in evaluating the success of the payment solution including determining rates of transaction abandonment by customers?

**B-45. ANSWER.**

HP Convenience Pay Services provides IVR statistical reports which the Commonwealth can use to evaluate the rate at which calls are abandoned as well as the location in the IVR script where calls are abandoned. We do not currently provide a similar report for WEB transactions, but such a report could be created if requested.

**PAYMENT PROCESSING AND FEATURES.**

**B-46.** The Bidder(s) must support, at a minimum, Visa, MasterCard, Discover, American Express, and ACH across all proposed solutions.

**B-46. ANSWER:**

HP Convenience Pay Services provides Commonwealth entities with the ability to accept Visa, MasterCard, Discover, American Express, and ACH across all payment channels.

**B-47.** Describe what payment channels your solution incorporates (ex. Web, IVR, Live Agent/Call Center, mobile, kiosk, other, etc.).

**B-47. ANSWER:**

HP Convenience Pay Services supports IVR, Web, Live Agent/Call Center, and Mobile payment channels. Kiosks can be supported through the WEB payment channel or through our web service API.

**B-48.** Describe any additional methods of payment the solution accepts in addition to the required methods above.

**B-48. ANSWER:**

HP Convenience Pay Services does not currently support additional payment methods beyond the required payment methods: Visa, MasterCard, Discover, American Express, and ACH.

**B-49.** Does the solution require a minimum number of transactions or dollars per month/quarter/year? Identify any costs

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or minimums associated in the cost proposal.

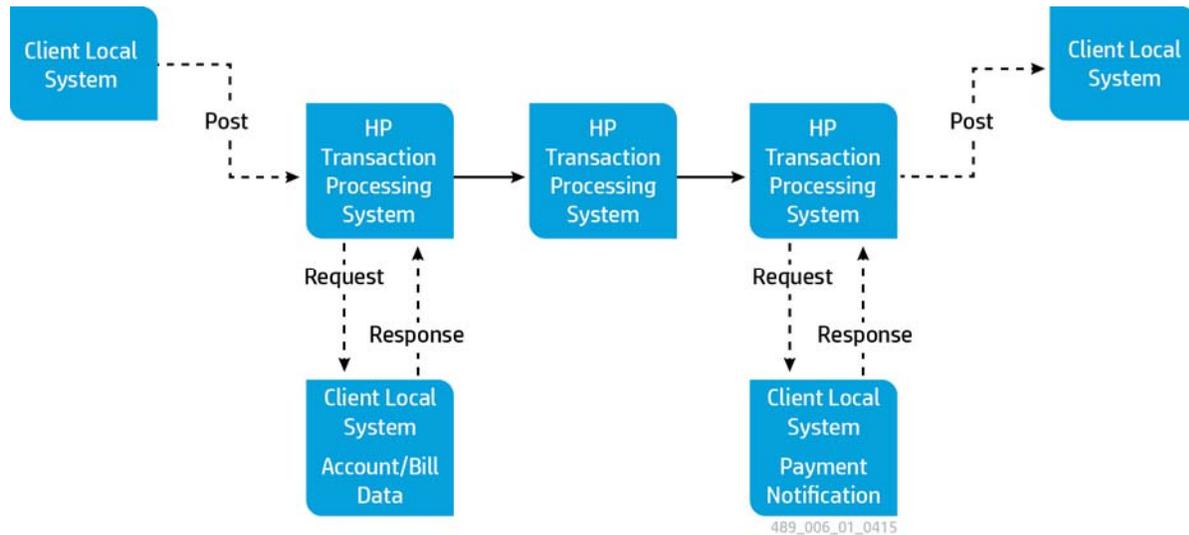
**B-49. ANSWER:**

HP Convenience Pay Services does not require a minimum number of transactions or dollars for any period of time. Therefore, there are no costs associated with volumes below minimum threshold levels.

**B-50.** Does the solution support bill presentment (i.e., entity provides a file of amounts owed, customer enters identifying information, payment solution displays amount owed)? If so, can the solution be configured to allow overpayments or partial payments? Explain

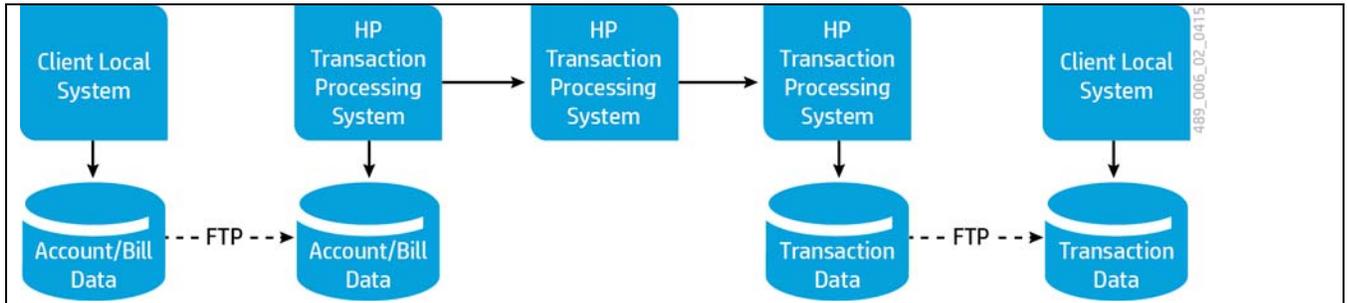
**B-50. ANSWER:**

HP Convenience Pay Services provides Commonwealth entities with the ability to present summary billing to the customer. The Commonwealth's local systems can integrate with our transaction processing system by exchanging data through any combination of web services (HTTPS, XML, SOAP) and file interfaces (FTP, ASCII, CSV, XML). Our transaction processing system may stand alone, calling web service methods provided by the Commonwealth's local system to obtain account validation data and/or billing information, and provide payment notification. The figure below shows the optional file integration points related to Commonwealth and HP systems.



Our transaction processing system provides flexible format options for both incoming account/bill data files and outgoing transaction data files, providing standard formats but also supporting existing formats used by the Commonwealth's local system. These capabilities allow the Commonwealth to continue using existing file formats and migrate to any new formats in the future. The figure below shows the optional file integration points related to Commonwealth and HP systems.

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We provide Commonwealth entities with the ability for force the customer to pay:

- Exactly the amount due
- Greater than or equal to the amount due
- Less than or equal to the amount due
- Any amount whatsoever

**B-51.** Does the solution allow payers to choose the date their transaction will settle? If so, how far out can a payment be scheduled?

**B-51. ANSWER:**

HP Convenience Pay Services provides Commonwealth entities with the ability to allow customers to schedule payments to be processed on a future date. The number of days in the future a payment can be scheduled can be defined by each Commonwealth entity. There is no practical limit on the number of days.

**B-52.** Does your solution allow scheduling recurring payments? If so, explain.

**B-52. ANSWER:**

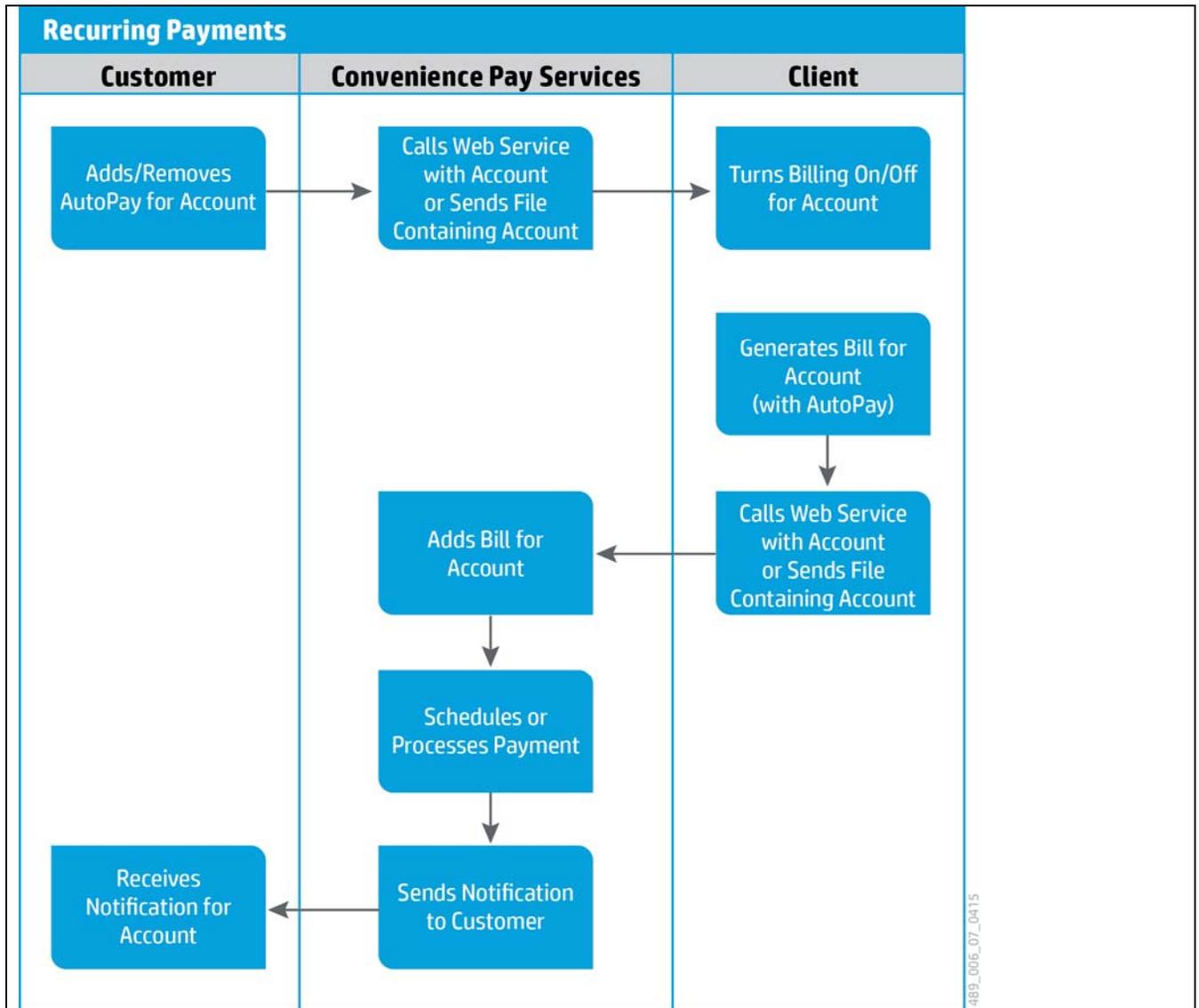
HP Convenience Pay Services provides the ability to allow authenticated customers to establish recurring payments. Recurring payments can be supported in one of two models. The first model allows the customer to select a fixed payment amount to be paid on a selected fixed interval (for example, \$100 per month). The second model allows the customer to select to pay a billed amount on either the date the bill is received or the bill due date.

The first model allows the customer to drive the recurrence by setting the amount and interval. The second model allows the Commonwealth entity to drive the recurrence based on billing cycles. The figure below shows the flow of data under the second model.

The HP Convenience Pay Services web interface provides customers with the ability to add AutoPay (recurring payments) to the customer's account. The customer selects whether to pay the bill when received or on the due date. Once the customer completes the process, a notification can be sent to the Commonwealth entity in real-time or in a batch file.

Once the Commonwealth entity receives notice that the customer has chosen the recurring payment option, the Commonwealth entity begins to send bills for the customer's account. When HP receives a bill for a customer account, we will send a notification to the customer with the information about the bill. Based on the customer's selection at the time the recurring payment option was enabled, the bill will either be paid when received or paid on the due date.

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**B-53.** On implementations utilizing a hosted payment page, describe whether the payer can be returned to the same session on the entity’s web site after authorization and acceptance of payment (via frames or other method).

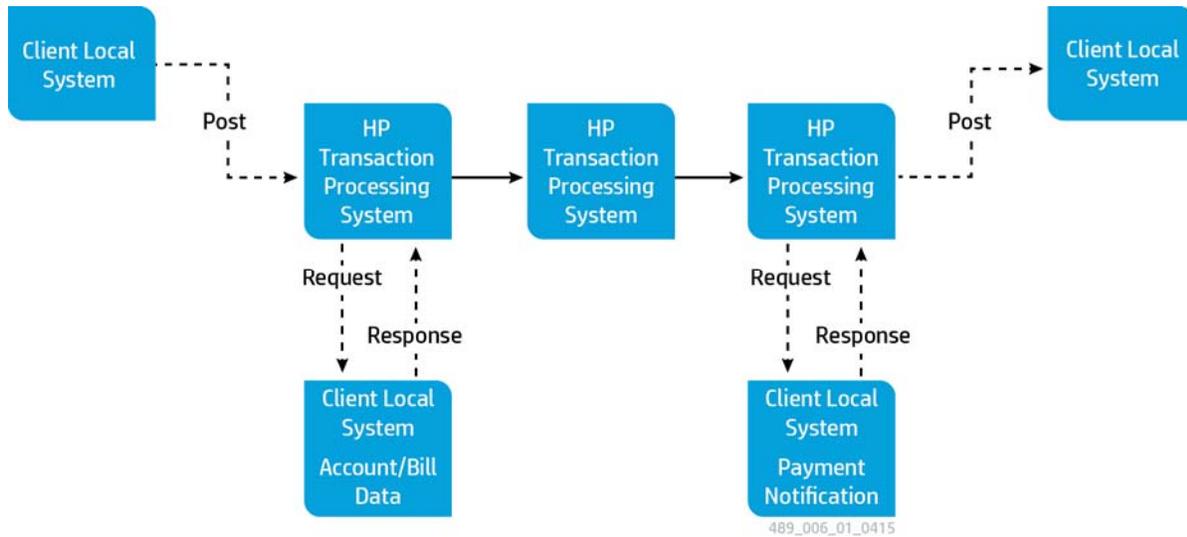
**B-53. ANSWER:**

The Commonwealth’s local systems can integrate with HP’s transaction processing system by passing control and data between systems (POST). The local system passes control to our transaction processing system to collect payment information and obtain authorization. Our transaction processing system can optionally pass control and data back to the Commonwealth’s local system after obtaining authorization.

Commonwealth account, billing and transaction data may optionally pass through our transaction processing system to identify individual transactions. We provide virtually unlimited flexibility for the receipt and presentation of data, including multiple line items, passed from the Commonwealth’s local system.

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Additionally, local systems can integrate with our transaction processing system by exchanging data through any combination of web services (HTTPS, XML, SOAP) and file interfaces (FTP, ASCII, CSV, XML). Our transaction processing system may stand alone, calling web service methods provided by the Commonwealth's local system to obtain account validation data and/or billing information, and provide payment notification. The figure below shows the optional file integration points related to Commonwealth and HP systems.



The Commonwealth's local system can pass the customer to HP along with a value such as a session ID that can be passed back to the Commonwealth local system when returning the customer. This allows the Commonwealth local system to continue the same session with the customer and continue the business process after an approved or declined payment.

**B-54.** Describe licensed or hosted secure shopping cart solutions you offer, integration to entity-hosted or cloud-based web sites and payment pages, and interfaces to back office accounting systems.

**B-54. ANSWER:**

HP Convenience Pay Services provides Commonwealth entities with the ability to pass transaction (shopping cart) details to a hosted payment page for payment. The transaction data can be displayed to the customer, passed back as individual items in the MMARS file, and included in reports.

The transaction details allow for the individual amounts, department code, and ECRT code for each item in the shopping cart. An excerpt from our documentation for passing data to a HP Convenience Pay Services-hosted web site, shown below, describes the format for passing the transaction (shopping cart) details.

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### Transaction Details

The transaction details field accepts line item details for a specific transaction as XML in the following format. Passing data in this field requires configuration and testing with the Convenience Pay Services team prior to implementation. These details will be stored with a processed transaction and available to be passed back to you in a daily remittance file at batch close time.

The attribute names in blue must be passed as shown. The bold attribute data values are constant for each item. The red, italic attribute names within the ClientSpecificData attribute are custom attributes that can be defined by you, as well as the data within these attributes. If you do not have any custom attributes then provide an empty ClientSpecificData attribute (<ClientSpecificData></ClientSpecificData>).

The other red attribute data values (DetailNumber and AmountPaid) are required.

```
<TransactionDetails>
  <PaidItem>
    <DetailNumber>123456</DetailNumber>
    <Type>1</Type>
    <AmountPaid>35.00</AmountPaid>
    <Memo></Memo>
    <ClientSpecificData>
      <Element1>ABCD</Element1>
      <Element2>1234</Element2>
    </ClientSpecificData>
    <ShouldDisplay>True</ShouldDisplay>
    <ShouldIncludeInOperations>True</ShouldIncludeInOperations>
    <TypeText></TypeText>
  </PaidItem>
</TransactionDetails>
```

Repeat the PaidItem group for as many items as are associated with this transaction. If you offer scheduled payments, the entire XML string cannot be more than 7600 characters.

When passing the amount due from your web site to our web site, the input field must use txtTransactionDetails as the value of the ID and NAME attributes.

**B-55.** Describe the capability to support percentage based fund allocations (code-driven) via file interfaces to business applications or MMARS. For example, some entities require that a specific payment be split into multiple fund accounts downstream in the business application and/or MMARS (e.g., 60% of a professional license payment would be allocated to the general fund and 40% allocated to a retained revenue account).

**B-55. ANSWER:**

HP Convenience Pay Services provides Commonwealth entities with the ability to pass transaction (shopping cart) details to a hosted payment page for payment. The transaction data can be displayed to the customer, passed back as individual items in the MMARS file, and included in reports.

The transaction details allow for the individual amounts, department code, and ECRT code for each item in the shopping cart. Commonwealth entities desiring the ability to allocate a payment to multiple accounts such as the general fund and a retained revenue account can make use of the ability to pass the individual amounts and MMARS file data for each individual allocation of a payment. This option allows for the appropriate distribution of funds to one or more fund accounts in the business application and/or MMARS.

**REMITTANCE, RECONCILIATION, AND SETTLEMENT OPERATIONS.**

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**B-56.** Describe how your solution supports the Commonwealth entities' daily reconciliation process.

**B-56. ANSWER:**

HP Convenience Pay Services maintains the capability to provide Commonwealth entities with reports and remittance files for daily reconciliation. We provide summary and detail reports which can be used to reconcile bank deposits as well as MMARS account funding. Remittance files can be used to automatically load or reconcile detail transactions, including MMARS department code and event code values for each transaction.

Our Deposit Summary report provides the expected deposit date for each different type of payment and exception transaction for both card and ACH.

**B-57.** Each Commonwealth entity requires daily reports representing the day's batch totals. Describe your ability to support this requirement.

**B-57. ANSWER:**

HP Convenience Pay Services works with each Commonwealth entity to provide the daily reports the entity will use for reconciliation and other purposes. Each entity receives the daily reports during testing that they will receive in production. The reports the entity receives automatically or runs on demand from our Client Access Portal can be changed at any time.

**B-58.** Some Commonwealth entities require multiple merchant account activity to be rolled up into one chain to receive a single remittance file. For example, the Department of Revenue utilizes multiple payment pages for tax revenue but wishes the remit file to be combined into a single file. Describe your ability to support this requirement.

**B-58. ANSWER:**

HP Convenience Pay Services maintains the capability to provide each Commonwealth entity with one or more daily settlement files containing details of the transactions processed since the previous day's settlement file. A daily file of payment details can be used by each Commonwealth entity to post transactions to billing systems, reconcile memo postings or real-time notifications, and receive notice of exception items (refunds, EFT returns and chargebacks). Our flexible processing can provide a single file or multiple files depending on each entity's needs. HP can create a file with payments only, payments and exceptions, or separate files for payments and exceptions.

HP can provide each Commonwealth entity with one or more daily settlement files in a format specified by each Commonwealth entity. HP supports ASCII text, CSV and other types of delimited files, and XML file formats. HP supports PGP encryption of daily payment activity files should Commonwealth entities require file encryption.

HP can provide a file for each of a department's multiple payment pages, a single file for a department's multiple payment pages, or multiple files with each containing a portion of the payment pages as defined by the department. Our remittance file processing is extremely flexible to allow each Commonwealth entity to determine how they want to receive data from one or more payment pages.

**B-59.** What format(s) are available for the remittance file? Can each entity choose the format they would like to receive their file in? At a minimum, MMARS requires XML. Describe.

**B-59. ANSWER:**

HP can provide each Commonwealth entity with one or more daily settlement files in a format specified by each Commonwealth entity. HP supports ASCII text, CSV and other types of delimited files, and XML file formats.

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**B-60.** Each business day, the Office of the Comptroller requires a single remit file to be sent to MMARS summarizing the day's payment activity for entities requiring automatic generation of accounting transactions. Not all entities are included in this file. Describe your ability to support this requirement.

**B-60. ANSWER:**

HP Convenience Pay Services currently sends a single remit file to MMARS for the Office of the Comptroller. Commonwealth entities can be added or removed from that file at any time. The data for the file, such as the department code and ECRT code is provided by each Commonwealth entity for each payment transaction.

**B-61.** The Office of the Comptroller requires a single report summarizing the day's payment activity for entities requiring automatic generation of accounting transactions for control purposes. Describe your ability to support this requirement.

**B-61. ANSWER:**

HP Convenience Pay Services currently sends a report to the Office of the Comptroller with the detail matching the data sent in the daily MMARS file. The report breaks out transactions by department and ECRT code and summarized transactions by payment method (card brand, ACH). We also send a report of exception items such as chargebacks, ACH (EFT) returns, and refunds.

**B-62.** In the event the settlement file does not equal the remittance file and/or the settlement amount in the Commonwealth's bank account(s), what role will the Bidder play in reconciling discrepancies, what is the responsibility of the Commonwealth entities and what tools will be made available?

**B-62. ANSWER:**

HP Convenience Pay Services works with the Office of the Comptroller and each Commonwealth entity to resolve issues with reconciliation and data quality. HP will take the lead wherever possible to drive such issues to resolution, but may require assistance from the Commonwealth in situations where HP is not allowed to act on behalf of the Commonwealth. In every case, HP will regularly communicate the status of issues to the Commonwealth until resolved.

**B-63.** Describe the availability of funds for payments processed through your solution for each payment type (ex. credit card, ACH, etc.).

**B-63. ANSWER:**

While the timing of funding depends on the timing of a Commonwealth entity's batch close and the card brand, card funding typically occurs in 24 hours and ACH funding in 24-48 hours.

**B-64.** Describe the process for credit card chargebacks, refunds, and ACH returns, and any associated notifications.

**B-64. ANSWER:**

HP Convenience Pay Services maintains the capability to send notification emails to Commonwealth entities as exception items are processed. Exception items include retrieval requests, chargebacks, ACH (EFT) returns, and refunds. Emails for each exception type can be targeted to a distribution list defined by the Commonwealth entity.

Exceptions items are visible in the transaction detail for a particular payment when searching for transactions in our Client Access Portal.

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HP receives chargeback information from the card brands and loads the chargeback information into the Convenience Pay Services system. This event triggers a notification email to the affected Commonwealth entity. Chargebacks will appear on the reports and, optionally, in remittance files of the next batch close for the Commonwealth entity. Funds movement related to chargebacks is handled outside the Convenience Pay Services system by the Commonwealth entity's merchant bank or the card brand.

HP receives ACH (EFT) return information from the banking network on a daily basis. The event triggers a notification email to the affected Commonwealth entity. ACH (EFT) returns will appear on the reports and, optionally, in remittance files of the next batch close for the Commonwealth entity. Funds movement related to ACH (EFT) returns is handled by the Convenience Pay Services system. HP debits the designated Commonwealth entity bank account for all ACH (EFT) returns for a particular business day as those funds had previously been provided to the Commonwealth entity.

Refunds are created by Commonwealth entity personnel or HP Convenience Pay Services personnel on behalf of the Commonwealth entity. Refunds are created in our Client Access Portal for a specific payment transaction. Refunds are processed for the original payment account (card or bank account) only. The event triggers a notification email to the affected Commonwealth entity. Refunds will appear on the reports and, optionally, in remittance files of the next batch close for the Commonwealth entity. Funds movement related to refunds is handled by the Convenience Pay Services system.

**As clarified in contract negotiations, HP does not charge for ACH returns or chargebacks under the convenience fee model.**

**B-65.** Describe the process for ensuring processing accuracy and explain how problems are identified and corrected. Is assistance with problem resolution part of customer service or a separate designated contact protocol?

**B-65. ANSWER:**

In the event the HP Convenience Pay Services system detects any issues, including an out-of-balance at batch close time, the system pages primary and secondary support personnel as well as emails details of the issue. Support personnel work to resolve any issues as quickly as possible.

Clients can contact our Client Support Team throughout the day with questions and issues. We provide an after-hours number for resolution of emergency issues. Any items which cannot be resolved by our Client Support Team are escalated to our implementation manager or technical support team, depending on the nature of the issue. Issues may be further escalated to the account executive responsible for the HP Convenience Pay Services offering.

**B-66.** The Commonwealth of Massachusetts fiscal year is July 1 to June 30. Describe the process to ensure that funds settled prior to midnight on June 30 of each year are separated from funds received after that time, in order to facilitate appropriate revenue recognition.

**B-66. ANSWER:**

HP Convenience Pay Services supports the Commonwealth's fiscal year end processing with special schedules for Commonwealth entities using MMARS. These special schedules run at midnight on the last day of the fiscal year to close out processing. A special fiscal year end MMARS file is created after those batch closes complete and the MMARS file (and associated reports) are sent to the Office of the Comptroller.

The "regular" schedules which run every other business day at 3:30 PM ET do not run on the last day of the fiscal year so that only one batch close happens the last day of the fiscal year.

We have done this successfully and will continue to do it successfully.

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**B-67.** Describe the various merchant reporting programs available to the Commonwealth (i.e., online portal for reporting, statements, daily reports via email, etc.). Is the data from the online portal available for download? If so, in what formats?

**B-67. ANSWER:**

HP's Client Access Portal provides authorized Commonwealth users with the ability to run reports on demand. We provide several standard summary and detail reports and can create custom reports where standard reports do not meet the needs of the Commonwealth. Reports run within our Client Access Portal can be exported to XML, CSV, TIFF, PDF, and Excel format.

Standard summary and detail reports include:

- Payment Summary
- Payment Summary by Card Type
- Payment Summary by Payment Type
- Payments and Exceptions
- Payment Return Detail
- Payment Declines
- Payment Voids
- Payment Refunds
- Deposit Summary
- Scheduled Payments
- Unsettled Payments
- Unsettled Exceptions
- Unsettled Declines
- Problem Accounts
- Enrolled Accounts
- Accounts with AutoPay

Standard summary and detail reports display data for the business day defined by the Commonwealth and group transaction data by payment channel, card type, and transaction type. Online reports can be sorted by any data element by selecting the appropriate sort option next to the data element description. Reports display payment and convenience fee amounts in separate columns.

We provide the capability for designated Commonwealth users to receive reports by email or FTP in Excel or PDF format as part of the daily close process (at the time defined by the Commonwealth).

With reports designed to include data from a business day (as defined by the Commonwealth), daily detail and summary reports support the daily reconciliation process for each payment channel, card type, and transaction type. The Deposit Summary report shows the expected deposit date to the Commonwealth for payments processed during the requested time period and can be used for both daily and monthly reconciliation. Reports can be run for both daily and monthly periods to facilitate each reconciliation process. The Payment Summary report provides monthly metrics such as trending and average payments by payment channel and payment method.

**B-68.** Describe the process by which you will invoice Commonwealth entities web hosting, ACH, IVR, and other fees. Netting of Bidder fees is not authorized. The Commonwealth does not establish escrow accounts to be directly netted.

**B-68. ANSWER:**

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Commonwealth entities will be invoiced monthly should the billable amount exceed \$10; otherwise the amount will be invoiced once it exceeds the \$10 threshold in multiple consecutive periods. The invoice will be sent through e-mail. The e-mail notification will consist of a cover letter, the final invoice in a PDF format and an Excel summary report that details the breakdown of volumes and per unit fees along with the calculations that arrive to the billable amounts.

**B-69.** Are there any low dollar thresholds that would prohibit daily settlement?

**B-69. ANSWER:**

No. There are no low dollar thresholds that would prohibit daily settlement.

**B-70.** The Commonwealth expects next day settlement for credit card and ACH. Chargebacks will be netted from settlement funds. Confirm that you can provide this service level.

**B-70. ANSWER:**

HP Convenience Pay Services will work with the Commonwealth's designated merchant processor to settle transactions within 24 hours of the close of each business day.

**B-71.** Confirm that you can support daily batch close by 3:30 PM EST including all output requirements (i.e., reports and files) specified in this RFR.

**B-71. ANSWER:**

HP Convenience Pay Services provides Commonwealth merchant entities with the ability to close batches at any time of the day. Most Commonwealth merchant entities currently close at 3:30 PM ET.

**B-72.** Confirm that the Bidder is familiar with Visa's Government Higher Education Program requirements and has successfully implemented this program for clients.

**B-72. ANSWER:**

Yes, HP Convenience Pay Services is familiar with Visa's Government Higher Education Program requirements and has successfully implemented this program for other clients.

**INFRASTRUCTURE AND TECHNOLOGY PLATFORM.**

**B-73.** To ensure compliance with the Payment Card Industry Data Security Standards (PCI DSS), most Commonwealth entities prefer not to store, process or transmit cardholder credit card information on their systems or networks. However, a few Commonwealth entities do so. Describe how your solution would comply with this requirement in the near term, and transition those entities hosting their own payment pages to a hosted environment if feasible.

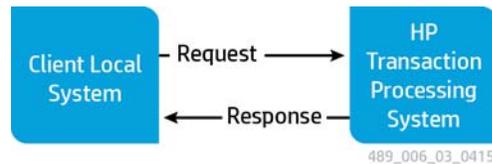
**B-73. ANSWER:**

HP Convenience Pay Services provides a web service API which can be used by those Commonwealth entities that want to completely control the user experience though also engaging in the act of transmitting (and possibly storing) cardholder data. While this approach is not recommended, we understand the needs of these entities and provide them with an API containing methods to support processing of card and bank account payments.

The Commonwealth's local systems can integrate with our transaction processing system through our web services interface (HTTPS, XML, SOAP, REST). We provide an API with methods for adding, updating, and deleting billing

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information, processing payments, retrieving payment information and transaction history, calculating convenience fees, storing card/bank account information for future use, and validating bank information. The figure below shows the direction integration between Commonwealth and HP systems using the web services API interface.



Our web service methods for storing card/bank account information allow the Commonwealth to associate a token or identifying value with card/bank account information. The Commonwealth application subsequently uses the token or identifying value to process one-time or recurring payments through a web service or file interface.

HP Convenience Pay Services will work with these entities to move them to a hosted payment page model that provides the same real-time information on the result of an attempted payment by passing data back to the entity. The hosted payment page model relieves the Commonwealth entity of the need to transmit (and possibly store) cardholder data.

**B-74.** Detail the minimum system requirements for customers to use the solution. Include minimum browser requirements as well as any special settings that need to be enabled or patches that need to be installed.

**B-74. ANSWER:**

HP Convenience Pay Services supports browsers currently supported by the company that offers the browser. Browsers which do not support TLS 1.0 and above cannot be used to connect to the web interface hosted by HP.

**B-75.** List any additional hardware or software required to run your proposed solution(s) (ex. Web or application servers, software licenses, hardware, adapters, etc.). **All costs are to be provided in the cost proposal.**

**B-75. ANSWER:**

The HP Convenience Pay Services offering does not require the Commonwealth to have any additional software or hardware.

**B-76.** Do you have a separate test environment for projects in development? Multiple test environments? Is the test environment available to the entity for a period of time after the payment solution has gone live? If so, for how long? Please describe.

**B-76. ANSWER:**

HP Convenience Pay Services provides a test environment which duplicates our production environment in every way except funds settlement and capacity. Our test environment provides Commonwealth entities with the ability to perform full end-to-end testing of IVR, web, file, and web service interfaces and other processes such as the daily close. We provide test card and bank account information which can be used to validate all possible payment results such as approvals and declines. Commonwealth entities can also use our Client Access Portal for our test system to research test transactions, void and refund payments, and run reports.

HP's test environment remains available for Commonwealth entities to continue testing even after the payment solution

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has gone live. HP prefers to disable the test environment temporary at the time the Commonwealth entity's payment solution goes live to prevent any misdirection of production payments to the test environment. HP will, however, continue to make the test environment available at that time at the Commonwealth entity's request.

HP's test environment is always available for Commonwealth entity testing. HP understands and recommends continued testing of applications as Commonwealth entities introduce changes to their applications or verify their applications against changes to the HP environment.

**B-77.** Describe availability for live customer service and test support EST.

**B-77. ANSWER:**

HP Convenience Pay Services provides live customer service and test support between 8 AM and 8 PM ET. HP has provided a dedicated Implementation Coordinator through our contract and will continue to provide this experienced support. This position of Implementation Coordinator has been included as a key personnel position.

**B-78.** Describe the payment solution's software upgrade model.

**B-78. ANSWER:**

HP Convenience Pay Services regularly enhances our offering with new functionality. New functionality is provided in our test environment prior to implementation in our production environment. Commonwealth entities requesting specific functionality are requested to verify it works as expected.

We implement new functionality during our regular maintenance window the third Sunday of each month. Notifications of functionality changes implemented during a maintenance window is provided in advance of each individual maintenance window. During the existing contract with the Commonwealth, HP has provided enhancements such as voice recognition for the IVR, web sites with responsive design for viewing on mobile devices, a mobile app, recurring payments, exception processing through our Client Access Portal, and other enhancements including a completely re-designed infrastructure designed to improve availability, capacity, scalability, and overall system performance.

**B-79.** Does your organization have sole responsibility for setting product strategy and developing the proposed solution? If no, please list all outside Service Providers supporting your solution, including hardware/software providers, web hosting Service Providers, etc. For each outside Service Provider, describe the nature of your relationship and your organizations ability to influence the timely delivery of service requests or product enhancements requested by the Commonwealth.

**B-79. ANSWER:**

HP Convenience Pay Services maintains sole responsibility for setting product strategy, supporting and enhancing the offering. All infrastructure supporting the offering is hosted, managed, monitored, and supported by HP. All application development and support is performed by HP.

**ADDITIONAL ELECTRONIC PAYMENTS SOLUTIONS**

**B-80.** Please describe any emerging payment solution functionality supported (i.e., wireless, tablet, mobile, NFC, B2B, e-wallets) and describe how the Commonwealth of Massachusetts could consider leveraging the solution(s) to support its business and better serve state government constituents. If you have successfully implemented these solutions in the government market, please describe.

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**B-80. ANSWER:**

We provide both mobilized web sites and mobile applications for payment processing. Our mobilized web sites can be contained within a browser control of a mobile application for additional flexibility. Mobile interface functionality mirrors that of the non-mobile web interface.

The HP team would be happy to review with interested Commonwealth entities how our mobile options might work for those entities. HP has implemented mobile interfaces for multiple clients, including several for government entities such as the Commonwealth entities.

**B-81.** Please describe any unattended payments solutions (e.g., kiosk, parking, admissions) provided by the Bidder.

**B-81. ANSWER:**

HP Convenience Pay Services provides web interfaces which have been incorporated into kiosks implemented by multiple clients.

**B-82.** Please describe any additional, new, or emerging security practices and data encryption capabilities that distinguish your solution(s) from your competition.

**B-82. ANSWER:**

HP maintains a full suite of Card and Payment Services, including Convenience Pay Services. Information on our additional services can be found at [www.hp.com/go/card-payment](http://www.hp.com/go/card-payment).

**B-83. Robust Reporting Requirements, Results and Analysis.** Bidders must demonstrate the capability to provide detailed reporting of all services under the Contract, including all mediums, reporting options, formats, available to customers.

Bidders must provide samples of reports as Response Attachments.

**B-83. ANSWER:**

HP's Client Access Portal provides authorized Commonwealth users with the ability to run reports on demand. We provide several standard summary and detail reports and can create custom reports where standard reports do not meet the needs of the Commonwealth. Reports run within our Client Access Portal can be exported to XML, CSV, TIFF, PDF, and Excel format.

Standard summary and detail reports include:

- Payment Summary
- Payment Summary by Card Type
- Payment Summary by Payment Type
- Payments and Exceptions
- Payment Return Detail
- Payment Declines
- Payment Voids
- Payment Refunds
- Deposit Summary
- Scheduled Payments
- Unsettled Payments

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- Unsettled Exceptions
- Unsettled Declines
- Problem Accounts
- Enrolled Accounts
- Accounts with AutoPay

Standard summary and detail reports display data for the business day defined by the Commonwealth and group transaction data by payment channel, card type, and transaction type. Online reports can be sorted by any data element by selecting the appropriate sort option next to the data element description. Reports display payment and convenience fee amounts in separate columns.

We provide the capability for designated Commonwealth users to receive reports by email or FTP in Excel or PDF format as part of the daily close process (at the time defined by the Commonwealth). Commonwealth users can also request that reports be sent (or re-sent) by email if our Client Access Portal be temporarily unavailable.

With reports designed to include data from a business day (as defined by the Commonwealth), daily detail and summary reports support the daily reconciliation process for each payment channel, card type, and transaction type. The Deposit Summary report shows the expected deposit date to the Commonwealth for all payments processed during the requested time period and can be used for both daily and monthly reconciliation. Reports can be run for both daily and monthly periods to facilitate each reconciliation process. The Payment Summary report provides monthly metrics such as trending and average payments by payment channel and payment method.

Samples of our reports are included as attachments. The file names are as follows:

- HP\_Dep\_Sum\_Rep.xls
- HP\_Except\_Sum by Dept\_Rep.xls
- HP\_Mass\_Sum\_Rep.xls
- HP\_Pay\_and\_Excep\_Rep.xls
- HP\_Pay\_Card\_by\_Sum\_Type\_Rep.xls
- HP\_Pay\_Ret\_Detail\_Rep.xls
- HP\_Pay\_Sum\_by\_Dept\_Rep.xls
- HP\_Pay\_Sum\_by\_Pay\_Type\_Rep.xls
- HP\_Pay\_Sum\_Re.xls
- HP\_Prob\_Accts\_Rep.xls

HP Convenience Pay also develops customized reports to meet the needs of the Commonwealth. A good example of this is the attached HP Pay Report recently developed that splits out by program and sub programs as in the case with DOR. This enables viewing of each program by transaction volume, dollar value, and fees for both credit and ACH with the credit card transactions broken out by brand.

The HP Pay Report is included in our attachments and is named: HP\_Pay\_Rep.xls

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**TRANSITION.**

**B-84.** Provide a detailed description of your discovery procedures and project planning associated with transition (e.g., any changes entities must make to their existing websites or business solutions, estimates for entity resource requirements, testing). Include any transition costs in the cost proposal section.

**B-84. ANSWER:**

The Office of the Comptroller first meets with a Commonwealth entity to briefly go over the entity's requirements. The Office of the Comptroller then sends the Commonwealth entity an enrollment form to complete along with a Statewide Contract for Electronic Payment Services Participation Form for the entity to sign. The enrollment form provides background on the service the Commonwealth entity offers, along with different parameters for how they want to integrate with HP Convenience Pay Services. The Office of the Comptroller schedules a meeting with the Commonwealth entity and the HP Implementation Coordinator to discuss the enrollment form and the entity's requirements. When the enrollment form and requirements are finalized, the Commonwealth entity is set up for testing in HP's test environment within 10 business days.

HP Convenience Pay Services currently provides the services requested by this RFR and as such there will be no transitions costs or changes required of the Commonwealth should HP be selected. Commonwealth entity resource requirements will depend on the nature of the integration between the entity and HP. HP does not charge transition costs today when transitioning Commonwealth entities to HP. As the Commonwealth's existing provider of services with a proven record of success, HP presents the safest, reliable, and trusted option to provide Electronic Payment Services.

**B-85.** Describe how the Bidder will facilitate smooth transition of required service levels for all Commonwealth entities currently participating in the current Statewide contract (existing business) with minimal service interruption or impact.

**B-85. ANSWER:**

The Office of the Comptroller first meets with a Commonwealth entity to briefly go over the entity's requirements. The Office of the Comptroller then sends the Commonwealth entity an enrollment form to complete along with a Statewide Contract for Electronic Payment Services Participation Form for the entity to sign. The enrollment form provides background on the service the Commonwealth entity offers, along with different parameters for how they want to integrate with HP Convenience Pay Services. The Office of the Comptroller schedules a meeting with the Commonwealth entity and the HP Implementation Coordinator to discuss the enrollment form and the entity's requirements. When the enrollment form and requirements are finalized, the Commonwealth entity is set up for testing in HP's test environment within 10 business days.

HP Convenience Pay Services currently provides the services requested by this RFR and as such there will be no service interruption or impact if HP is selected. HP works with each Commonwealth entity during the implementation phase to ensure a smooth transition to HP. Continuing the service with HP is the only completely seamless solution providing uninterrupted, problem-free service.

**B-86.** Describe how the Bidder will establish connectivity to the existing State entities' web sites or business applications and develop a working interface to MMARS. In your description, please include the time and resources required for the transition from the current electronic payment service provider to your firm's solution.

**B-86. ANSWER:**

The Office of the Comptroller first meets with a Commonwealth entity to briefly go over the entity's requirements. The

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Office of the Comptroller then sends the Commonwealth entity an enrollment form to complete along with a Statewide Contract for Electronic Payment Services Participation Form for the entity to sign. The enrollment form provides background on the service the Commonwealth entity offers, along with different parameters for how they want to integrate with HP Convenience Pay Services. The Office of the Comptroller schedules a meeting with the Commonwealth entity and the HP Implementation Coordinator to discuss the enrollment form and the entity's requirements. When the enrollment form and requirements are finalized, the Commonwealth entity is set up for testing in HP's test environment within 10 business days.

HP Convenience Pay Services currently provides the services requested by this RFR and as such there will be no risk of connectivity or MMARS interface changes if HP is selected. HP maintains current connections with the Commonwealth, works with individual entities during the implementation phase on new connectivity requirements, and an existing interface to MMARS.

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**B-87.** Provide a sample cutover implementation schedule of a typical installation to your solution. This must outline the estimated timeline and resources required during implementation identifying the expectations of the Commonwealth entity and the roles of the Bidder.

**B-87. ANSWER:**

The Office of the Comptroller first meets with a Commonwealth entity to briefly go over the entity's requirements. The Office of the Comptroller then sends the Commonwealth entity an enrollment form to complete along with a Statewide Contract for Electronic Payment Services Participation Form for the entity to sign. The enrollment form provides background on the service the Commonwealth entity offers, along with different parameters for how they want to integrate with HP Convenience Pay Services. The Office of the Comptroller schedules a meeting with the Commonwealth entity and the HP Implementation Coordinator to discuss the enrollment form and the entity's requirements. When the enrollment form and requirements are finalized, the Commonwealth entity is set up for testing in HP's test environment within 10 business days.

HP Convenience Pay Services currently provides the services requested by this RFR and as such there will be no risk of cutover implementation for Commonwealth entities currently using HP as vendor. Commonwealth entity resource requirements will depend on the nature of the integration between the entity and HP.

**B-88.** Confirm your willingness to collaborate with ITD (MassIT), the Commonwealth entity, the Office of the Comptroller, and any other third party systems integration contractors the Commonwealth may be working with to provide business solutions.

**B-88. ANSWER:**

HP Convenience Pay Services will continue to collaborate with ITD, the Commonwealth, the Office of the Comptroller, and third party systems integration contracts such as System Automation, xFact, JD Software, and BasicGov Systems to continue to provide business solutions. In addition to the current Electronic Payment Solution services, HP provides the Medicaid Management Information System (MMIS) for the Commonwealth and has a regular working relationship with MassIT.

**B-89.** Describe whether the transition to your electronic payment solutions require additional custom development or IT services and whether your organization or an outside contract vendor will perform them.

**B-89. ANSWER:**

HP Convenience Pay Services currently provides the services requested by this RFR and as such there will be no service interruption or impact should HP be selected. There will be no need for additional custom development or IT services or outside contract vendors. Continuing the service with HP is the only completely seamless solution providing uninterrupted, problem-free service.

**B-90.** Describe your communications strategy with contract management and Commonwealth entities for the transition phase.

**B-90. ANSWER:**

The Office of the Comptroller first meets with a Commonwealth entity to briefly go over the entity's requirements. The Office of the Comptroller then sends the Commonwealth entity an enrollment form to complete along with a Statewide

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Contract for Electronic Payment Services Participation Form for the entity to sign. The enrollment form provides background on the service the Commonwealth entity offers, along with different parameters for how they want to integrate with HP Convenience Pay Services. The Office of the Comptroller schedules a meeting with the Commonwealth entity and the HP Implementation Coordinator to discuss the enrollment form and the entity's requirements. When the enrollment form and requirements are finalized, the Commonwealth entity is set up for testing in HP's test environment within 10 business days.

HP Convenience Pay Services currently provides the services requested by this RFR and as such there will be no need to change our communication strategy with Commonwealth entities currently using HP should HP be selected. HP has provided a dedicated Implementation Coordinator through our contract and will continue to provide this experienced support. This position of Implementation Coordinator has been included as a key personnel position. HP's Implementation Coordinator will be the point of contact during the implementation phase for Commonwealth entities transitioning to HP.

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**B-91.** Please describe any requirements for co-branding if your firm is selected as a solution provider.

**B-91. ANSWER:**

HP Convenience Pay Services does not have any co-branding requirements in our current contract with the Commonwealth and would not add co-branding requirements should HP be selected.

**B-92. BOARDING NEW IMPLEMENTATIONS.** Describe the procedure, processes, and documentation associated with implementing a payment solution for a new business process. Include the average turnaround time in establishing a new location and any dependencies anticipated.

**B-92. ANSWER:**

The Office of the Comptroller first meets with a Commonwealth entity to briefly go over the entity's requirements. The Office of the Comptroller then sends the Commonwealth entity an enrollment form to complete along with a Statewide Contract for Electronic Payment Services Participation Form for the entity to sign. The enrollment form provides background on the service the Commonwealth entity offers, along with different parameters for how they want to integrate with HP Convenience Pay Services. The Office of the Comptroller schedules a meeting with the Commonwealth entity and the HP Implementation Coordinator to discuss the enrollment form and the entity's requirements. When the enrollment form and requirements are finalized, the Commonwealth entity is set up for testing in HP's test environment within 10 business days.

**B-93. CLIENT COMMUNICATION.** Describe your ongoing meetings and communications strategy for the engagement with participants including the bidder, the Office of the Comptroller, Commonwealth entities, and third party vendors regarding program implementation, testing, operations, reporting, and billing.

**B-93. ANSWER:**

Due to the lack of operational or other issues over the term of the HP-Commonwealth relationship, the frequency of regular meetings with HP and the Office of the Comptroller has decreased over the years to an ad hoc basis as the need arises. That being said, HP meets regularly with the Office of the Comptroller and Commonwealth entities during the implementation phase for each Commonwealth entity. HP continues to work closely with the Office of the Comptroller and individual Commonwealth entities to support implementations and ongoing operations to provide the Commonwealth with the best Electronic Payment Services possible.

**B-94. ISSUE RESOLUTION.** Describe how you provide timely assistance in order to resolve discrepancies involving operations, settlement, reconciliation, billing, data transmission, reporting, or other business issues. In addition, please describe protocol for problem escalation and resolution.

**B-94. ANSWER:**

HP Convenience Pay Services maintains a Customer Service Center for inquiries and requests. When a discrepancy is reported, a team member is assigned to identify the severity and urgency and provides a response. Service escalation can be through our technical support team and/or to the listed contract key staff: Implementation Coordinator, Technical Manager, Account Business Manager, or the Account Executive.

**B-95. ONGOING (POST TRANSITION) STAFFING.** The Bidder must agree to provide sufficient staffing to meet all of the requirements detailed in this RFR. This includes the capabilities and capacity to manage multiple implementations simultaneously with project management, business, technical, and financial skill sets. The Bidder must agree to make staff available to meet with the Commonwealth as frequently as required to meet the Commonwealth's needs. Please confirm and describe.

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**B-95. ANSWER:**

HP Convenience Pay Services will continue to provide the Commonwealth with Electronic Payment Services sufficiently staffed to meet the requirements detailed in this RFR, including a dedicated Implementation Coordinator, Technical Manager, Account Business Manager, and Account Executive. HP staff will meet with the Commonwealth as frequently as required to meet the Commonwealth's needs.

**B-96. CUSTOMER SERVICE.**

The Bidder must agree to assume the role as the customer service contact for all issues related to the contract. This includes when issues or discrepancies arise in business areas in which the Bidder has subcontracted. When a Commonwealth entity calls with a question in this case, the Bidder must agree to contact the subcontractor the same day as the Commonwealth's inquiry. The Bidder must respond back to the Commonwealth entity within 24 hours of the initial inquiry. Please confirm and describe.

- A. Describe customer support availability and service level (i.e., 24 x 7 availability to online help; live help during business hours EST).
- B. Describe average response time to customer service inquiries.
- C. Describe any scheduled holidays, maintenance, or non-operational periods.
- D. Confirm that all customer support services are performed and staffed by individuals within the Continental United States. Describe all locations and call centers.
- E. Describe how security of data and communications with customer service personnel is ensured.

**B-96. ANSWER:**

- A. HP Convenience Pay Services provides live customer support through telephone and email between 8 AM and 8 PM ET. We also provide after-hours support by pager and cell phone. Our Client Access Portal is available 24 x 7 for self-service activities such as refunds. Department users can also run reports, conduct transaction research, void payments, and more.
- B. The majority of questions are answered on the initial call to our Client Support Team. Any questions or requests that are outstanding for more than a day are escalated to the Account Executive.
- C. HP Convenience Pay Services sends out a bulletin each November notifying clients of the holiday and regular maintenance window schedule for the coming calendar year. The notification also includes non-batch close processing dates driven by the Federal Reserve holiday schedule.
- D. All customer support services are performed and staffed by individuals within the Continental United States. Support personnel work out of HP locations in Massachusetts, Wayne, PA, Chicago, IL, and Plano, TX.
- E. HP Convenience Pay Services support personnel work in a facility audited on an annual basis for PCI compliance. Our support personnel will not provide cardholder, bank account, or other such data to Commonwealth personnel. Any data which can be exchanged will be done by encrypting the data before communicating with Commonwealth personnel.

**B-97. TRAINING AND DOCUMENTATION.** Describe the types of training materials, documentation, and online training opportunities available to Commonwealth entities.

**B-97. ANSWER:**

Our payment services are straightforward and intuitive and usually do not require formal training. However, we do have

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three online automated demonstrations to help Commonwealth departments understand how to use the system to make payments, enroll new users, store payment card and account information, and so on. The local contract manager is also available for calls, visits, or training if needed. Any Department that needs supporting documentation or information about the system can contact our Customer Service team to obtain documentation or information to assist in the use of our system.

**B-98.** What marketing resources can your firm make available to increase uptake and adoption by Commonwealth entities and the general public?

**B-98. ANSWER:**

HP also has a marketing toolkit, available at no cost through the Client Access Portal, which has bill backers, bill inserts, web banners, and posters for the Commonwealth to market to the public.

Increasing electronic payment adoption enhances the Commonwealth's "green" initiative by eliminating paper, while improving the Commonwealth's cash flow by having funds deposited directly to the Commonwealth. For this reason, the Commonwealth and HP Convenience Pay Services can work together to develop a marketing plan that provides for citizen notification and promotion of the electronic payment options.

**INVOICES**

**B-99.** Provide two sample invoices for review with the Response Quote as attachments. Identify the Attachment names in the space below.

**B-99. ANSWER:**

We have included two sample invoices as attachments:

HP\_Inv\_Feb\_2015\_DIA  
HP\_Inv\_Feb\_2015\_MAHBPB

**B-100.** Confirm that the invoice will be delivered timely on the previous month's activity and that all fees will be paid monthly in arrears.

**B-100. ANSWER:**

Yes, confirmed. HP will continue to invoice by the last business day of the following month of service (1 month in arrears).

**B-101.** For Commonwealth entities with multiple implementations and merchant accounts, confirm that you can provide separate or combined invoices as specified by the entity.

**B-101. ANSWER:**

Yes, confirmed. HP Convenience Pay Services can provide separate or combined invoices as specified by a Commonwealth Entity.

**B-102.** Confirm that invoices include all costs associated with the proposed solution including transaction count, breakout by card brand and/or ACH, transaction amount, refunds/chargebacks, and amounts due for other services such as data files, portal access, or reports fees.

**B-102. ANSWER:**

Yes, confirmed. HP will continue to include a backup detail addressing transaction count, breakout by card brand and/or ACH, transaction amount, refunds/chargebacks, and amounts due for other services if any.

**B-103.** Confirm that the invoice will be delivered according to entity preference (i.e., via US mail, email, or posted on portal with notification).

**B-103. ANSWER:**

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Yes, confirmed. Invoices are typically delivered through email to provide the fastest, most reliable and traceable record. However, HP Convenience Pay Services is fully capable of meeting the entity delivery preference.

**B-104.** The Commonwealth of Massachusetts pays bidders by EFT. Confirm that the bidder's bank account and EIN associated with this engagement remains consistent across all implementations and for the duration of the contract.

**B-104. ANSWER:**

Yes, confirmed. HP will continue as per the current practice with the Commonwealth of Massachusetts.

**RFR RESPONSE PART C- ORGANIZATIONAL STRUCTURE KEY PERSONNEL**

**C-1. Organization.** Describe the organizational structure responsible for the execution and service delivery of web payment page and IVR services. Provide organizational charts for review of account management and customer service (identify specific resources and their roles) that will support the Commonwealth's eligible entities.

**C-1. ANSWER:** – Firm Profile:

HP focuses on simplifying technology experiences for its customers—from individual consumers to the largest businesses. With an annual revenue of \$112.3 billion, HP's portfolio spans printing, personal computing, software, services, and IT infrastructure.

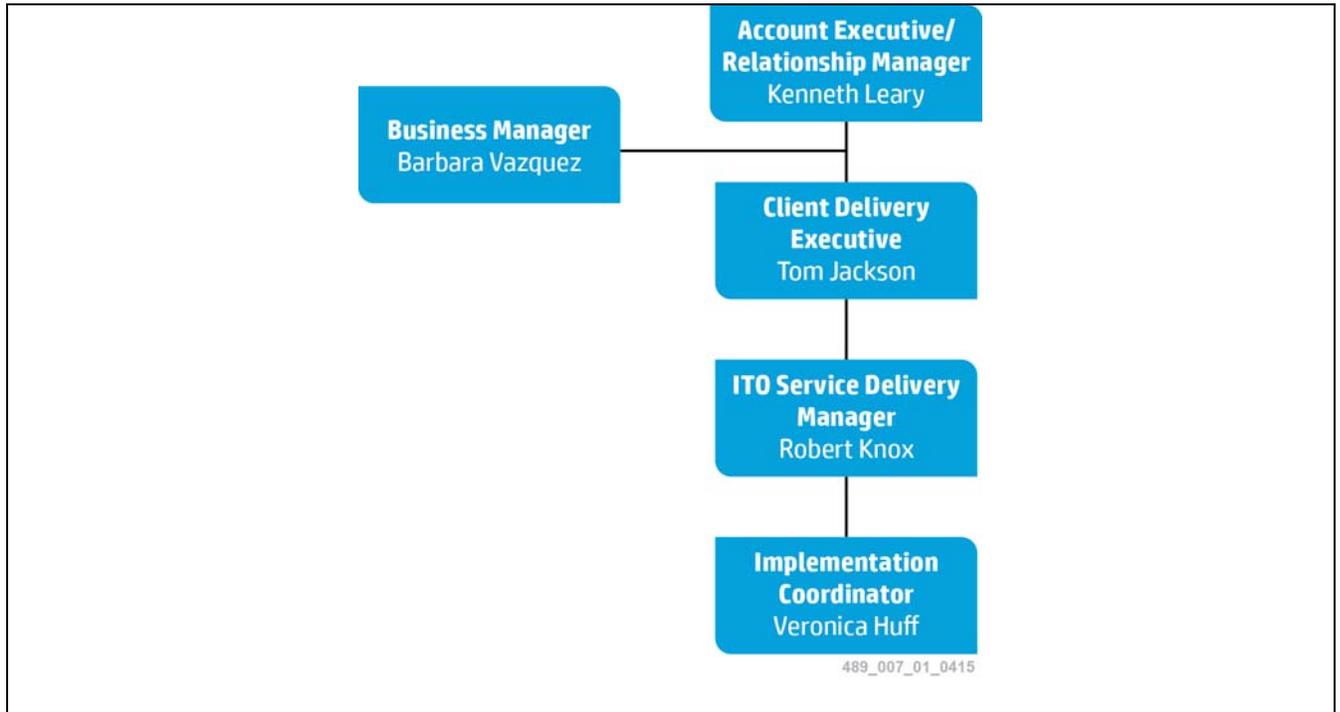
The company's corporate headquarters are located in Palo Alto, California, but it is truly a global interest. HP conducts business in more than 170 countries around the world. Because of the global nature of the corporation, we do not record the number of distinct offices or branches. However, in Massachusetts, HP has sales and service offices located in Andover, Boston, Cambridge, Littleton, Hingham, and Southborough—as well as many account locations supporting our clients in the Commonwealth.

HP Convenience Pay is operated out of multiple locations. Local HP account leadership will be provided from our account location in Boston. HP Convenience Pay delivery is managed out of the Plano, Texas, office, where many of the transactions are processed in our secured service management center (SMC). Processing also takes place in our Auburn Hills, Mich., SMC to allow redundancy capabilities and overflow backup. Technical resources supporting HP Convenience Pay are located in Downers Grove, Illinois.

HP employs close to 100 people at the account locations in Massachusetts where we support the Commonwealth's state and local government contracts. Specific key personnel will be assigned to this contract, but HP can use additional resources from our local account pool should the need arise. Because of the global nature of the corporation, HP provides a variety of services for our customers. Specific to this contract, our HP Convenience Pay service is 100 percent devoted to providing electronic payments through the Internet, the voice response unit (VRU), and over the counter that allows citizens to pay with an electronic check or debit/credit card. All supporting staff reside in the continental United States.

HP Convenience Pay for Massachusetts is led by a combined team of both Massachusetts- and U.S.-based staff. Account Executive Kenneth Leary will serve as the contract manager. He is an authorized signatory to represent HP, receive legal notices, and negotiate ongoing contract issues and continue to serve as the primary contact. Following is an organization chart for the account.

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Each department lead has staff that will be responsible for serving the Commonwealth, for a total of approximately 18 full time equivalents. Additionally, there are numerous shared service employees who provide services to HP Convenience Pay allowing payments for the Commonwealth. An example of these shared service employees would be database administrators and security analysts.

Responding to the growing market demand for alternative bill payment options, Convenience Pay was created to offer consumers more convenient payment options. Throughout the United States, Convenience Pay allows government agencies, associations, utilities, universities, and other major companies to offer their bill payers a suite of electronic payment alternatives without making investments in the infrastructure and staff to support these services. Convenience Pay electronic payment services include a variety of pay-by-telephone, pay-by-Internet and face-to-face payment services for credit card, debit card, as well as ACH direct pay, electronic bill presentment, and concentration services.

**C-2. Professional Licenses, FACILITIES, STAFFING, AND CERTIFICATIONS READINESS.** Describe that the Bidder possesses all required licenses, facilities, equipment, trained personnel, and PCI and other data security certifications necessary to perform the work as required in this RFR. Maintenance of all required licenses and certifications throughout the term of the contract is required.

**C-2. ANSWER: PCI Compliance:**

1. HP exceeds PCI compliance requirements and holds two seats on the PCI Security Council. This is true for every aspect of our service.
2. We are audited annually by TrustWave (Visa’s preferred auditor). If you require more information, please visit the Visa and MasterCard websites.
3. We started offering electronic payments in November 1994. We have never had a breach of information.
4. We have not had any breaches.
5. Besides the PCI compliant audits, we employ the following security practices and data encryption methods:
  - Use SSL (128-bit) encryption using digital certificates to secure transmission between citizen workstation and DMZ web servers.
  - Do not store data in DMZ.
  - Use AES 256-bit encryption to secure transmission between DMZ web servers and secure environment

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application and database servers.

- Use AEEES 256-bit encryption to secure data at rest on database servers. Use SSL encryption using digital certificates to secure transmission from the Commonwealth to HP (FTPS).
- Use client software packages such as CuteFTP Pro.
- Use AES 256-bit encryption built into WinZip to secure data files exchanged between the Commonwealth and HP (exchange passwords/keys).
- Use PGP encryption to secure data files exchanged between the Commonwealth and HP (exchange public keys).

Furthermore, HP maintains multiple service management centers (SMCs), each with redundant network equipment, multiple high-speed connections, redundant power grid connections and diesel backup, daily backups, and 24 x 7 application, server, and network monitoring. Each network, server, and component is redundant, from high-availability firewalls to power supplies within servers. Our SMCs are designed to support ongoing processing if a disaster occurs. Should a disaster affect an SMC such that processing could not take place at that SMC, processing would be moved to a warm site at our designated SMC in Sacramento, California. HP backs up billing and transactional data every day, with backups taken to a secure off-site storage facility. If a disaster occurs, backups would be taken from the secure off-site storage facility to the recovery SMC and restored for continued processing.

6. HP exceeds PCI compliance requirements. HP and its subcontractors will comply with Commonwealth of Massachusetts Security Policies through awareness of the policies, and—in line with our relationship with the Commonwealth—HP will continue to make investments integrating with the Commonwealth requirements.
7. HP will execute Executive Order 504 Certification as a condition of award of this Contract.
8. The entire Convenience Pay service is processed within the continental United States.

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**C-3. Key Personnel Assigned to Contract.** Key personnel include principals/partners, managers, and onsite supervisors; all other staff are considered non-key personnel. The Bidder must certify that all named key personnel in the Response are the Bidder's employees or subcontractors. These specific individuals shall perform the Contract services unless they become unavailable for performance under the Contract for reasons of the individual's death, disability, incapacity, relocation, retirement, resignation or termination of the underlying employment relationship. The Bidder will be required to notify the Office of the Comptroller immediately in the event of the unavailability of any key personnel. Key personnel designated or assigned to the valuation engagement must perform as designated in the absence of termination from the firm or other unavoidable circumstances. Bidders submitting a response to this RFR shall be considered to have accepted this condition.

During the period of the Contract, key personnel assigned to the performance of the Contract services may be removed or replaced from work on this Contract by the Bidder only upon the prior written approval of the engaging agency. A significant change in the key personnel listed in the Response prior to, or after, the execution of the Contract, which is unsatisfactory to the engaging agency, shall be grounds for disqualification of the Response or termination of the Contract. Key personnel designated or assigned to the engagement must perform as designated in the absence of termination from the firm or other unavoidable circumstances. Bidders in response to this RFR shall be considered to have accepted this condition. Bidders should describe resources available to replace or supplement assigned personnel should circumstances dictate at some stage of the multi-year contract period.

In the spaces provided below, list the key personnel who will be assigned to this project and identify the following information for each individual. All relevant information must be contained here for the Contract Manager and separate cells for all principals/partners, managers and on-site supervisors.

The Bidder must assign a “**Relationship Manager**” to the Commonwealth who has the skills and authority to manage all aspects of the contract, including the responsibility for coordinating all activities necessary to transition, implement, operate, and support solutions with all entities that use this Contract. The relationship manager proposed for this engagement must have a minimum of five years’ experience with payment solutions implementation and operations, preferably with government clients. Describe the available hours for this resource during EST. The Bidder must also provide a **senior manager** to serve as a resource for facilitating resolution of time-sensitive operations and contract issues. Contact information of all key employees working on the account must be provided, including resources in IT operations and billing.

**Please insert relevant experience for this engagement and why this individual is qualified and best value for this engagement. Please do not merely attach resumes or paste resumes.**

**Key Contact – Lead Manager – Relationship Manager – Implementation or Intake Lead.**

Individual Name: Kenneth E. Leary  
Title: HP Account Executive/Relationship Manager  
Telephone: 508-776-9749  
Mobile Telephone: 508-776-9749  
Email Address: kenneth.leary@hp.com  
Fax: 508-420-2790

**Available hours:** 8 a.m. – 5 p.m. Monday – Friday, cellphone and email during off business periods.

**Qualifications and Experience:**

**Detail the role of this individual, the specific contract services to be performed, the level of responsibility, any relevant professional certifications, and the qualification and experience of the individual (5 years required) to provide these services:**

HP Response: Ken Leary has 37 years of healthcare management and operations experience, in both administrative and clinical arenas in Massachusetts. As the account executive, Ken will serve as the primary contact responsible for service

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relationships, performance, and contract-related matters. Performance management and daily monitoring to provide timely and appropriate responses are completed for requests, issues, and escalations are important responsibilities of this role. Since January 2013, Ken has served as the account executive for the PRF44DesignatedOSC EPAY Services, monitoring daily operations and requests as well as reporting delivery, new implementations, and special requests. As the account executive and relationship manager, Ken will provide timely responses and resolutions are met for both the master contract management and individual agencies and users.

For the past five years, Ken has served as the account manager in Massachusetts, providing overall management for HP healthcare support contracts the provide services to the state. Additionally, during 2012 and 2013, he also served as the account executive to the State of New Hampshire, managing the full fiscal intermediary functions for the state's Medicaid claims processing. His daily responsibilities have included overall contract management, performance, financial operations, claims processing, communications, reporting, customer relationships, business leadership, and other MMIS functions.

**Senior Manager** to serve as a resource for facilitating resolution of time-sensitive operations and contract issues.

Individual Name: Thomas Jackson  
Title: Client Delivery Executive  
Telephone: 972-754-8945  
Mobile Telephone:  
Email Address: tom.jackson2@hp.com  
Fax: 972-540-6579  
**Available hours: 10 a.m. – 7 p.m. EST**

**Qualifications and Experience:**

**Detail the role of this individual, the specific contract services to be performed, the level of responsibility, any relevant professional certifications, and the qualification and experience of the individual (5 years required) to provide these services:**

HP Response: Tom has 30 years of financial and operational leadership, including the last 10 years as the client delivery executive for HP Convenience Pay Services. The Convenience Pay customer support, implementation support, technical support, and financial support organizations report to Tom. He has overall responsibility for the client, delivery, and product management for Convenience Pay and is 100 percent dedicated to this role. His responsibilities include client interface for the following:

- Contracting
- Start-up/implementation
- Ongoing service delivery
- Issue resolution/escalation
- Service delivery for product offering
- Product direction and enhancements
- Vendor management

**Customer Service.**

**Identify the process that Eligible Entities should follow to get assistance with services, whether the Bidder provides technical support to Eligible Entities through a toll-free telephone number during regular business hours, which are between 8:00 a.m. and 5:00 p.m. Eastern Time, Monday through Friday, and any other relevant customer service information. Eligible Entities will use this section to contact Bidders to receive assistance or resolve issues that arise during an engagement; therefore, this section should be as detailed as possible. Details must be inserted below.**

Customer Service Telephone: 800-708-9832  
Mobile Telephone: 888-688-5047

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Email Address: ConveniencePayClientSupport@hp.com

Fax: 610-232-5370

**Other information:**

**Insert details of customer services options:**

HP Response: The Convenience Pay Services Client Support Team is available to Commonwealth employees by calling a toll-free number, through email, or fax. Also, the Commonwealth has access to the fully trained Client Support team from 8 a.m. to 8 p.m., Monday through Friday, Eastern Time. During off-hours, an emergency escalation procedure lists individuals who are available by cellphone or pager. Convenience Pay customer service consists of responding to inquiries concerning such matters as payment verification, adjustment processing, reconciliation, accounting, funds transfer, remittance data files, and general Convenience Pay operational delivery questions. The Client Support team has online access to the data on approved and declined transactions. Current and historical information is accessible in a variety of ways, including credit/debit card number or ACH banking information, account number, confirmation number, and date. HP Client Support personnel are available to assist Commonwealth staff with payment verification, script navigation, and payment completion, as well as responding to refund requests in the most comprehensive way possible. HP strives to respond to inquiries within 24 hours after notification or by the next business day. Convenience Pay Client Support staff will provide the Commonwealth with customer service for every aspect of the service delivery.

**Key Personnel - Individual Name:** Robert Knox

Title: ITO Service Delivery Manager

Telephone: 630-724-5633

Mobile Telephone:

Email Address: robert.knox@hp.com

Fax:

**Qualifications and Experience:**

**Detail the role of this individual, the specific contract services to be performed, the level of responsibility, any relevant professional certifications, and the qualification and experience of the individual to provide these services.**

HP Response: Robert Knox, ITO Service Delivery Manager. Robert has responsibility for the technical delivery of HP Convenience Pay and is 100 percent dedicated to this role. Responsibilities include the following:

- Support database, application, and web servers
- Assist shared teams in supporting servers, firewalls, and overall network
- Prepare firewall rule change requests as needed
- Design, prepare, and test disaster recovery environment
- Interact with clients, client support, management, sales, and shared support personnel daily
- Respond to client information and support requests
- Provide service in line with corporate process standards and participate in regular health checks and audits
- Provide service in line with industry compliance standards and participate in regular audits
- Present service offering to potential clients nationwide

**Key Personnel - Individual Name:** Barbara Vazquez

Title: Account Business Manager

Telephone: 512-319-1054

Mobile Telephone:

Email Address: [Barbara.vazquez@hp.com](mailto:Barbara.vazquez@hp.com)

Fax:

**Qualifications and Experience:**

**Detail the role of this individual, the specific contract services to be performed, the level of responsibility, any relevant professional certifications, and the qualification and experience of the individual to provide these services.**

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HP Response: The Business Manager supporting this account will be Barbara Vazquez. Barbara has worked with government clients for the last year and with HP for the past eight. She is the business manager dedicated to client invoicing, EFT returns, and reporting. Barbara will work with the entities using this contract to make sure they receive their invoices and reports promptly and in the required format. Barbara is dedicated 25 percent of her time to this contract.

**Key Personnel - Individual Name: Veronica Huff**

Title: Implementation Coordinator

Telephone: 773-401-7116

Mobile Telephone:

Email Address: veronica.huff@hp.com

Fax:

**Qualifications and Experience:**

**Detail the role of this individual, the specific contract services to be performed, the level of responsibility, any relevant professional certifications, and the qualification and experience of the individual to provide these services.**

HP Response: Veronica has responsibility for new client implementations for HP Convenience Pay and is 100 percent dedicated to this role. Responsibilities include the following:

- Coordinating new client implementations
- Building new clients into production on the GUI
- Interacting with new client and Convenience Pay IT group regarding client specifications
- Interacting with card companies, (MasterCard, Visa, Discover, and American Express) regarding new merchants and the designation of funds settlement
- Providing customer service for credit/debit/ATM card and ACH payments for both Interactive Voice Response Unit (IVRU) and Internet channels

Identify other specialists or individuals within the firm who will be assigned to this contract, the functions they will perform.

Not applicable.

**C-4. Use of Subcontractors.** It is presumed that the selected Bidder will be responsible for and perform all the duties and requirements of this category. In this section, the Bidder must identify any subcontractors that will or may be used to conduct any of the work described in this Section, including the names of subcontractors, summaries of their qualifications, experience and duties and responsibilities for performance. Identify all subcontractors that will or may be used to conduct any of the work described in this RFR, including the names of subcontractors, summaries of their qualifications, experience and duties and responsibilities for performance and any dependencies that will impact performance. Confirm that the Office of the Comptroller, or any Eligible Entity using this Contract, will not be required to sign a subcontract or a separate contract or any other type of agreement with any subcontractor in order to perform the services under this Contract. The Bidder will remain the sole point of contact and will be responsible for all performance under the Contract.

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**C-4. ANSWER: Complete the following information for each subcontractor necessary for performance of this Contract that may have interactions with an Eligible Entity.**

**Subcontractor Firm/Agency:** Not Applicable – No Subcontractors

**Telephone:** # ( )

**Fax:**

**Email Address:**

**Does this subcontractor have Supplier Diversity SDO certifications? (See Supplier Diversity Office (SDO):**

- a) **Description of performance responsibilities:**
- b) **Identify a backup plan for subcontractor in the event the subcontractor is unable or unavailable to perform the subcontracted services for any reason, to enable the Bidder to perform the Contract performance as specified without delay**
- c) **Confirm that the Office of the Comptroller, or any eligible entity using this Contract, will not be required to sign a subcontract or a separate contract with any subcontractor to perform the services under this Contract**
- d) **Other relevant information, pricing, contingencies, requirements related to use of this subcontractor that will affect use of the Contract.**

**a) Performance Responsibilities:**

**b) Back up Plan:**

**c) Other Documents not required:**

**d) Other relevant information:**

**Subcontractor Firm/Agency:**

**Telephone:** # ( )

**Fax:**

**Email Address:**

**Does this subcontractor have Supplier Diversity SDO certifications? (See [Supplier Diversity Office \(SDO\)](#)):**

HP understands that we shall be solely responsible for the work bid under the contract, even if performed by subcontractors, and will be responsible for identifying any subcontracting issues, terms, dependencies, or requirements for this Contract. HP does not currently have or plan to have subcontractors assigned to this service.

1. HP has used Global Payments to authorize and send settlement instructions to Bank of America and will be transitioning to Vantiv for this contract.
2. HP has contractual commitments on availability and has backup lines to prevent any interruptions in service.

HP is fully responsible for the Vantiv relationship and performance. HP confirms that the Commonwealth will not interact with or be required to sign a subcontract or separate agreements with Vantiv.

**Description of performance responsibilities:**

HP is committed to the economy of Massachusetts and the M/WBE. In 2014, HP purchased more than \$29M in goods and services from certified Massachusetts M/WBE.

The HP Global Supplier Diversity policy provides small, minority-owned, women-owned, veteran-owned, and other underutilized businesses an equal opportunity to participate as suppliers for materials and services purchased by HP. It also enables them to act as resellers of HP products and services. The primary objectives of HP's Global Supplier Diversity policy are as follows:

- To identify, qualify, mentor, and develop small businesses, minority-owned business, women-owned businesses, veteran-owned businesses, and other underutilized companies by purchasing from these businesses whenever

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practical, while continuing to procure based on competitive technology, quality, responsiveness, delivery, and cost

- To expand the number of small, minority-owned, women-owned, and veteran-owned businesses used by HP and to increase the total amount of procurements awarded to these businesses
- To validate that HP supplier-diversity policies, practices, and procedures are current and implemented and that HP complies with applicable federal and defense federal acquisition regulations, including public laws 95-507, 99-661, 100-180, 100-656, and applicable state and municipal laws and ordinances

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**C-5. Partnership Commitment.** Bidders must demonstrate a significant commitment to partner with the Commonwealth and Eligible Entities to achieve the highest level of performance, compliance and ensuring that methods prevent fraud, waste and abuse of Commonwealth funds and resources. Bidder should explain how it will demonstrate this commitment to the Statewide Contract, and why this partnership demonstrates a better value to the Commonwealth than other competitors.

**C-5. ANSWER:**

As the incumbent provider of payment solution services for the Commonwealth for 12 years, HP Convenience Pay Services has an intricate understanding of, and significant commitment to, the different government business applications that need to be served. HP's scalability and security capabilities take advantage of the tremendous data service facilities that HP operates for its customers, giving customers a high level of performance. HP uses an independent authority for audits to prevent fraud, waste, and abuse. Additionally, HP will continue to work with the Commonwealth to facilitate the timely and accurate deposit of funds to Commonwealth bank accounts.

HP Convenience Pay Services has implemented different styles of integration for more than 30 Commonwealth entities, meeting interface, notification, and other needs of each individual entity while at the same time supporting the Commonwealth's MMARS daily data feed.

A Better Value: With the flexibility we offer through our APIs and connectivity options, HP Convenience Pay can serve virtually any type of payment application that the Commonwealth requires. HP has a depth of experience in working with state and local governments to serve a broad range of needs. HP is well positioned to serve the Commonwealth's existing and future integration needs.

**C-6: General Value Added Services**

**Describe any related value-added services that have not been included already that would be advantageous to the Commonwealth and Eligible Entities. Include any value-added services, specialties, enhanced reporting, cost-effective fees and services, experience, employee training, etc. that you feel sets your company apart.**

The Bidder may make suggestions for improved processing solutions. All solutions must meet functionality currently available. If your proposed solution provides additional functionality not yet implemented in the Commonwealth, please describe any alternative methods for revenue intake for merchant entities. Costs for added value solutions must be provided in the cost proposal.

Describe why the Bidder is a preferred Bidder since the SST will be selecting only the highest qualified Bidders who are committed to a continuing and increasingly successful partnership with the Commonwealth. Successful past performance will not guarantee continued selection under this Statewide Contract. Describe the performance being offered that sets the Bidder apart from competitors and what resources, services, or specialties are being offered that demonstrate qualifications, commitment to partnership, best interests of the Commonwealth, or a level of service that is exceptional in comparison to other competitors that supports selection of the Bidder.

This section should be detailed, since this section may be used as a primary section for making final selections of Qualified Bidders after reviews of Qualifications, Work Plans and Pricing.

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**C-6. ANSWER: Should we promote other associate ES services such as Security Enterprise Audits, Cloud or Data Warehouse service?**

HP has extensive experience in providing Risk Assessments in not just the commercial world but in the state environments as well. Our capabilities at a high level follows.

**HP Risk Assessment**

A wide variety of risks can impact the stability of your operations. It's essential to ensure continuity of critical business operations, no matter what happens.

**Risk Insights**

- Risk is everywhere
- It's key to focus on risk mitigation and business continuity
- HP can help with a risk assessment of threats and what you can do about them.

Risks may be man-made or natural, accidental or intentional, technology-, people-, or facility- based, and may arise with or without warning. But protecting against any and every contingency—traditional vulnerabilities and emerging challenges like pandemics and terrorist threats—seems difficult or unrealistic in terms of time, talents, and financial resources.

**Assess and devise**

You need to figure out where to focus your risk mitigation and business continuity efforts. HP can help. Our HP Risk Assessment provides a comprehensive look at threats and their impact on your enterprise. We then work with you on preventative measures or recovery strategies for risks that could cause a business interruption, and how to deal with those risks your business is willing to accept.

**HP Risk Assessment can provide:**

- Proactive information on potential events and environmental surroundings that can adversely affect your business and any associated IT-supported processes
- Research-based reports that rank many threats by probability, length of warning, and degree of likely impact
- Prioritized recommendations on controls and actions designed to minimize the effects of potential loss for site and business operations

HP Risk Assessment can be fundamental in helping you meet your fiduciary, legal, contractual, and environmental obligations. It is an important step in developing a continuity strategy and should be updated periodically to reflect changing risks and vulnerabilities.

**Review the benefits**

- Provides you with a clear picture and understanding of the most likely and highest impact risks that could cause business interruptions
- Allows you to change and implement mitigation strategies before a business interruption occurs
- Allows you make cost-effective decisions on budgeting or funding initiatives that are most beneficial to reducing your business' operational risks
- Helps you protect your business' revenue, profit, customer satisfaction, corporate reputation, public image, and share price

**Gain Flexibility**

HP strives to be flexible in meeting your particular organizational needs. An experienced continuity consultant works with you and your leadership to fully understand specific objectives, processes, and inner workings of your enterprise. Then, we collaborate to develop a statement of work that details services that help you manage the unique risks your organization

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faces.

**Review the features**

- Interview staff and departments to collect facts regarding the areas of risks being assessed
- Identify critical risks and their impact on business dependencies
- Determine the likelihood of a risk and assess its consequences
- Develop potential mitigation strategies based on industry best practices
- Provide a risk assessment report with prioritized recommendations
- Present risk assessment findings to you and your management

Examples of business and physical elements that may be included in the risk assessment include:

- Management and staff
  - Financial, regulatory, legal, and contractual
  - Business process and organization
- Premises
  - Natural hazards
  - Location, building utilities, and services
  - Business and technology operations
- Information technology
  - IT infrastructure—hosting, applications, and user access
  - Data/voice communications—local and remote
  - Technical equipment rooms—facilities, security, environmental issues, and IT personnel issues

**Conduct a business impact analysis**

In conjunction with your risk assessment, you may also find it beneficial to conduct an HP Business Impact Analysis.

The HP Business Impact Analysis process works with your business areas to identify critical processes, services, dependencies, and inter-dependencies. Working with you, we also establish the financial and operational impacts due to an outage over defined periods of time.

This service complements the risk analysis by defining the recovery time objective (acceptable per incident downtime) and recovery point objective (acceptable data loss) for each business process and supporting application. Just as important, it also provides a business justification for any additional investments needed.

**Get the HP advantage**

HP provides your business with security and confidence. We not only want you to survive but thrive in the face of risk—knowing you have a business continuity plan that is perfectly synchronized to your business needs.

HP Risk Assessment is part of the analysis phase of the Business Continuity Services lifecycle. This full spectrum of proven business continuity solutions help you reduce exposure and vulnerability, protect your mission-critical operations against diverse downtime threats, and ease your recovery if a significant disruption event occurs.

**RFR RESPONSE PART D - COST RESPONSE  
COST PROPOSAL NARRATIVE QUESTIONS**

D-1. Describe how you have incorporated the unique nature and extremely low risk of government business transactions in your fee structure.

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**RFR RESPONSE PART D - COST RESPONSE  
COST PROPOSAL NARRATIVE QUESTIONS**

D.1. ANSWER: HP has extensive experience in serving state governments with payment solutions. We have incorporated into our financial models the typical interchange, fees and assessments associated with government transactions. Additionally, through our experience with the Commonwealth of Massachusetts, we have a good understanding of the costs levels of interchange expense directly associated with transactions being processed. HP does not charge for any exception items, such as ACH returns, chargebacks, and refunds. The Commonwealth is only charged if the payment is successful.

D-2. Provide a narrative description of each potential non-standard fee, if any, and a clear description of the scenarios under which this fee would be assessed. These non-standard fees and the corresponding cost to the Commonwealth must be identified in the pricing tables below.

D-2. ANSWER:

There are a limited number of non-standard fees that HP would charge and then only if the Commonwealth requests these services:

IVR Script Re-Recording Fee: \$500 for English language, \$750 for Spanish language. The Service Implementation Fee (waived for the Commonwealth) includes the initial IVRS Voice Recording. Once the client signs off on the IVRS script, any future custom script modifications may be billed at this rate. Changes to the IVRS script to reflect HP modifications to the Convenience Fee will be implemented without charge to the Commonwealth.

Wedge Card Reader: \$110. In the case that the Commonwealth would like to take in-person payments, HP Convenience Pay provides this capability by providing a card reader that connects to a PC running HP Convenience Pay Client Access Portal (browser-based application).

Receipt Printer: \$269. This only applies if the Commonwealth has chosen to accept payments over-the-counter. The receipt printer provides the capability to print physical receipts for payments for a customer / citizen.

Technical and Business Development Man Rates: \$153 / Hour. Should the Commonwealth require customization of the IVRS script, reports or Remittance Data File formats during or after implementation, then the corresponding Technical and Business Development Man-Rates will apply.

**As clarified during oral presentations, HP does not charge for standard transitions or implementation, (less than 100 hours of effort). If a customized implementation requires more than 100 hours of effort, HP may request that the entity pay for that effort. This scenario is rare with our customers.**

D-3. Specify the number of decimal points rounded to when calculating transaction fees, and when this rounding occurs (per transaction, daily, monthly, etc.).

D-3. ANSWER: HP Convenience Pay's transaction fees use two decimal places to the right of the decimal point.

D-4. Describe a detailed proposal relative to the options for negotiating lower processing rates, including the option to adopt one Commonwealth-wide rate based on total volume and any tiered pricing. Examples of specific pricing scenarios should be listed in the Pricing Table below.

D-4. ANSWER: HP is offering to the Commonwealth a tiered pricing structure that would allow for Commonwealth-wide transaction volumes to qualify the Commonwealth for discounted pricing. This tiered pricing would take into account all the volumes that are processed by HP under this Commonwealth contract. The specifics are provided in the Pricing Table below:

**Aggregate Commonwealth-wide Monthly**

**Commonwealth-Funded Transactions**

**Per Transaction Fee  
(As offered during**

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<b>RFR RESPONSE PART D - COST RESPONSE COST PROPOSAL NARRATIVE QUESTIONS</b>	
<b>Oral Presentations, all HP Rates below have been reduced by \$0.01)</b>	
0-100,000	\$0.37
100,001 - 150,000	\$0.36
15,0001 - 200,000	\$0.35
200,000+	\$0.34
D-5. Does Bidder offer annual volume discounts on a Commonwealth-wide basis? If so, please describe.	
D-5. ANSWER: HP represents our volume discounts in the tiered pricing structure on a monthly basis.	
D-6. Could volume thresholds be determined each year or over the life of the contract, so that, if they were exceeded, the Commonwealth would qualify for a rebate at the end of the year? Please describe any such program that would be available to us.	
D-6. ANSWER: HP does not offer a rebate program at this time. Through the transaction fee, HP Enterprise Services (HP), offers a discount to the Commonwealth. The per-transaction fee is lower than the fee charged to commercial clients. HP is open to renegotiating volume thresholds at the beginning of each fiscal year of the contract if the Commonwealth prefers a rebate versus a lower transaction fee. HP currently does not offer this model but is open to the discussion of using this method for volume discounting if required.	
D-7. Confirm that service level, support, and transaction fees will remain the same for the duration of the contract. In the event of extenuating circumstances (i.e., Federal or state legislative or regulatory changes), any rate increases may not be passed on to Commonwealth merchant entities without prior written approval of the Office of the Comptroller at least 30 days prior to the enactment of the fee increase. The Commonwealth shall have the option of terminating the Contract, and shall provide the Contractor with 30 days' written notice of such termination for fee or transaction charges made in violation of these terms and the authorized fee schedules. The Contractor must ensure that it is set up to charge the negotiated fees and that invoices will not default to automated billings in violation of the Contract pricing schedules. The Commonwealth shall be entitled to liquidated damages in the amount of any charges made in violation of this section which can be deducted from any invoice not yet paid by a Commonwealth merchant entity which shall not result in any late payment violations, fines or other damages to the merchant entity or the Commonwealth.	
D-7.ANSWER: Confirmed.	
D-8. Confirm that all electronic payments, regardless of their type, are not subject to federal, state or local taxes. (Chapter 64H, Sections 6d and 6e of the Massachusetts General Laws states that the Commonwealth is a tax-exempt (governmental) entity.	
D-8. ANSWER: Confirmed.	
D-9. Confirm there will not be a fee category called "Miscellaneous Fees" or any other iteration of non-identified fees. Please confirm that no fees, other than fees specified in the pricing schedules, will be invoiced to the Commonwealth or to Commonwealth merchant entities. Each fee assessed must be individually named, described, and calculated based upon approved fees in this Contract. Any fees that are not identified must be reimbursed or credited to the Commonwealth merchant entity improperly charged.	
D-9. ANSWER: Confirmed.	
D-10. Confirm that any fees, whether or not specifically requested for which you do not propose rates and descriptions, will not be chargeable under this Contract.	
D.10. ANSWER: Confirmed.	
D-11. Confirm that Convenience fees and administrative handling charges, or other charges must be disclosed to	

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**RFR RESPONSE PART D - COST RESPONSE  
COST PROPOSAL NARRATIVE QUESTIONS**

Commonwealth customers in clear language at checkout. Confirm that the Bidder can display and collect certain legislatively required administrative handling charges in addition to the principle item being purchased, and the convenience fee. For example, at checkout, the user will see the license fee, an administrative handling charge (which settles to the eligible entity), and a convenience fee, as three separate charges in a single transaction. Explain in detail all the types of convenience fee, administrative handling fees or other similar types of fees, how these are distinguished, charged, and invoiced, and how Bidder will accomplish this requirement of all separate charges appearing for customers upon checkout.

D-11. ANSWER: Confirmed. Convenience fees are disclosed to Commonwealth customers in clear language multiple times during the checkout process. HP can display and collect certain legislatively required administrative handling charges in addition to the principle item being purchased, and the convenience fee.

HP Convenience Pay Services provides Commonwealth entities with the ability to pass transaction details to a hosted payment page. The transaction data can be displayed to the customer, passed back as individual items in the MMARS file, and included in reports.

The transaction details allow for the individual amounts, department code, and ECRT code for each item in the shopping cart. The license fee and administrative handling charge can be passed as detail items so that each will be displayed to the customer during the checkout process.

### Transaction Details

The transaction details field accepts line item details for a specific transaction as XML in the following format. Passing data in this field requires configuration and testing with the Convenience Pay Services team prior to implementation. These details will be stored with a processed transaction and available to be passed back to you in a daily remittance file at batch close time.

The attribute names in blue must be passed as shown. The bold attribute data values are constant for each item. The red, italic attribute names within the *ClientSpecificData* attribute are custom attributes that can be defined by you, as well as the data within these attributes. If you do not have any custom attributes then provide an empty *ClientSpecificData* attribute (`<ClientSpecificData></ClientSpecificData>`).

The other red attribute data values (*DetailNumber* and *AmountPaid*) are required.

```
<TransactionDetails>
  <PaidItem>
    <DetailNumber>123456</DetailNumber>
    <Type>1</Type>
    <AmountPaid>35.00</AmountPaid>
    <Memo></Memo>
    <ClientSpecificData>
      <Element1>ABCD</Element1>
      <Element2>1234</Element2>
    </ClientSpecificData>
    <ShouldDisplay>True</ShouldDisplay>
    <ShouldIncludeInOperations>True</ShouldIncludeInOperations>
    <TypeText></TypeText>
  </PaidItem>
</TransactionDetails>
```

Repeat the *PaidItem* group for as many items as are associated with this transaction. If you offer scheduled payments, the entire XML string cannot be more than 7600 characters.

When passing the amount due from your web site to our web site, the input field must use `txtTransactionDetails` as the value of the ID and NAME attributes.

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<b>RFR RESPONSE PART D - COST RESPONSE COST PROPOSAL NARRATIVE QUESTIONS</b>
D-12. If a convenience fee is implemented, then the amount of the convenience fee will be no greater than the approved convenience fee amount(s) approved by Office of the Comptroller as negotiated under this Contract.
D-12. ANSWER: Although HP rarely requests a change in Convenience Fees during the term of a customer contract, we request that the Commonwealth would allow HP to change Convenience Fees, as mutually agreed, in the case that the average Interchange rates provided by VISA, MasterCard, American Express and Discover are increased by a substantial amount by the card associations.
D-13. Confirm that the Bidder will label this convenience fee as a separate charge, on a separate line of a consumer bill, and shall not co-mingle this amount with the actual business fee (e.g., license, tax, permit, registration fee) being purchased by the consumer and collected by the Bidder.
D-13. ANSWER: Confirmed. The Convenience Fee will be labeled as a separate charge on a consumer bill and HP will not co-mingle this amount with the actual business fee being purchased by the consumer.
D-14. The convenience fee will settle directly to the bidder to defray all costs of the services provided under this RFR. One hundred percent of Commonwealth program proceeds will settle to designated Commonwealth accounts.
D-14. ANSWER: Confirmed. The Convenience Fee will settle directly to HP and 100 percent of the Commonwealth program proceeds will settle directly to designated Commonwealth accounts.
D-15. Commonwealth entities will not receive invoices for any implementation services under a no-cost convenience fee model.
D-15. ANSWER: Confirmed. HP will not charge the Commonwealth for any implementation fees.
D-16. The Commonwealth would be interested in hearing about any payment options that involve no fee to the Commonwealth (besides convenience fee programs) such as strategic partnerships. Describe any other alternative funding models that might reduce or eliminate fees to Commonwealth merchant entities.
D-16. ANSWER: HP Convenience Pay does not offer any no-fee programs other than its Convenience Fee program at this time.
D-17. Implementation transition costs. Outline a narrative of how transition and onboarding costs are handled here and identify costs on the Fee table below under transition costs. If there are multiple types of transition costs, each should be separately listed and described. Insert as many rows as necessary to provide detailed and accurate costs and how calculated. Describe the narrative explaining the costs in the D-17. ANSWER section immediately below.
Given the economic climate and budget cuts, entities may not have funding to support separate developer, programming or other transition costs associated with moving to new Bidders selected under the Statewide Contract. Scoring of pricing will consider the costs of transition and Bidders should propose a competitive transition package or process. Pricing structures should be identified that support transitions with minimal implementation efforts and bundled fees for more complex transition implementations, such as building interfaces from existing business solutions, entity payment pages, or to MMARS. Bidders should not anticipate that entities will have funding to support consultant hourly fees and extended implementation commitments. While hourly rates for these types of services maybe identified for entities that choose to upgrade, enhance or have funding for these costs, Bidders should also propose pricing structures with various thresholds, that support entities with limited or no funding for transition costs and no technical or developer staff.
D-17 ANSWER: HP is the incumbent provider, supporting in excess of 50 agency accounts and so there would be no transition costs. By selecting HP, the Commonwealth will avoid the considerable risks, burden, and expense of transferring all agency accounts.

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**RFR RESPONSE PART D - COST RESPONSE  
COST AND PRICING INSTRUCTIONS**

Bidders must provide a detailed cost schedule that provides all services and pricing for services which demonstrate the most cost effective pricing for the Commonwealth for each of the service categories bid in Section C. **BIDDERS MUST IDENTIFY ANY AND ALL COSTS OR CHARGES THAT CAN BE BILLED UNDER THE STATEWIDE CONTRACT. COSTS NOT IDENTIFIED MAY NOT BE CHARGED.** All fees that will be invoiced to Commonwealth eligible merchant entities must be included in the following pricing schedules. Any fees not specified in the pricing schedules shall not be invoiced to Commonwealth eligible merchant entities. All pricing schedules will be negotiated and a final pricing schedule will be posted on [www.commbuys.com](http://www.commbuys.com).

If there are additional electronic payment methods that the Bidder provides that are not listed under the following sections, the Bidder should enter these at the end of this section under "Other Electronic Payments". The Bidder must complete both the A La Carte and All-Inclusive cost tables below. In addition, if there is another pricing model available and advantageous to the constituents of the Commonwealth, please include as an attachment.

For purposes of this RFR, Bidders shall provide pricing under the following three scenarios:

1. **A La Carte – Fees per Services and Transaction:** Each service and transaction shall be priced separately. *This fee structure does not include credit card processing fees, interchange, assessments, and other card brand and network fees which are charged under a separate Commonwealth of Massachusetts Statewide contract.*
2. **All-Inclusive – A “pay one price” structure where all program fees and services are rolled into the per transaction price:** An all-inclusive fee shall be provided for each transaction. This fee shall be inclusive of **ALL** program set-up, website development and maintenance (if applicable), monthly invoices, web hosting transaction fees, data file transfers, reporting, report portal access, etc. which cannot be increased for the initial contract. No other separate fees can be added on or charged. *This fee structure does not include credit card processing fees, interchange, assessments, and other card brand and network fees which are charged under a separate Commonwealth of Massachusetts Statewide contract.*
3. **Convenience Fee --** In the case of a convenience fee program, bidders should propose a percentage-based fee that will cover all costs including the bidder solution per item and ancillary fees, card processing provided by Vantiv (including per item fees, interchange, assessments, and other network assessments and charges), or ACH origination fees provided by Sage. Please provide the percentage-based fee here.

A successful cost proposal will provide a billing process that is easily verified and reconciled while providing the most economical fees and costs for Commonwealth merchant entities. Massachusetts will select one or more pricing scenarios that are most beneficial to the Commonwealth.

- Bidders shall provide an entry for all pricing blocks indicated by a “%” or a “\$”.
- If the Bidder does not charge a fee for a service or transaction segment, “\$0” shall be entered in the corresponding pricing block.
- If the Bidder does not offer the service or a payment type, “N/A” shall be entered in the corresponding pricing block.
- If there are additional fees or costs that have not been identified below under each section a Bidder may insert “rows” under “Other (Specify)” and identify the cost or fee.
- Copy the Fee Table form rows as many times as is necessary to capture all combinations of payment types and fee charged.
- When completing these tables, retain the format, but modify the size of rows and columns as needed. Enter N/A if not applicable.
- All fee formulas (e.g., percentage and/or flat fee) and any other calculations should be clearly presented and

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- explained.
- Customized costs (hourly, per task, etc.)

FEE TABLE A – STANDARD COSTS

FEE TITLE	A La Carte (Fee per Service and/or Transaction Fees, excluding processing) as clarified during oral presentations and contract negotiations.		All-Inclusive (all vendor fees are included in a single per transaction price, excluding processing)	
Transition cost: (specify):	One-time Fee	\$0	One-time Fee	N/A
Transition cost: (specify):		\$0		
Transition cost: (specify):		\$0		
Transition cost: (specify):		\$0		
Payment Website Set-up	One-time Fee	\$0	One-time Fee	N/A
Payment Website Maintenance	Monthly Fee	\$0	Monthly Fee	N/A
Custom Development, technical services, or integration fee	Hourly	\$153	Hourly	\$153
Monthly Invoice	Monthly Fee	\$0	Monthly Fee	N/A
Data file transfer	Per file per day	\$0	Per file per day	N/A
Daily reporting	Per day	\$0	Per day	N/A
Portal access	Per user per month	\$0	Per user per month	N/A
Transaction history inquiry	Per transaction	\$0	Per transaction	N/A
Transaction fee - Web IVR, other such as kiosk, etc.	Per transaction, Monthly 0-100,000	\$.37	Per transaction, Monthly 0-100,000	\$.37
	Per transaction, Monthly 100,001-150,000	.36	Per transaction, Monthly 100,001-150,000	.36
	Per transaction, Monthly 150,001-200,000	.35	Per transaction, Monthly 150,001-200,000	.35
	Per transaction, Monthly 200,000+	.34	Per transaction, Monthly 200,000+	.34
Gateway fee	Per transaction	\$0	Per transaction	N/A
Chargeback fee	Per transaction	\$0	Per transaction	\$0
Refund fee	Per transaction	\$0	Per transaction	\$0
ACH NSF fee	Per transaction	\$0	Per transaction	\$0
Other (specify)		\$0		\$0
Other (specify)		\$0		\$0
Other (specify)		\$0		\$0
Other (specify)		\$0		\$0

The rates and services quoted in this response are applicable to the initial term through January 2019. The rates and services for the renewal option years are subject to adjustment based on the mutual agreement of the Commonwealth and HP.







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