



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: *n*Court, LLC

**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 (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.

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

12. Bidders are responsible for reviewing 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.)

RFR RESPONSE PART A

BIDDER AUTHORIZED CONTACT, INTRODUCTION AND CERTIFICATIONS

A-1. Authorized Representative and RFR Contact. 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.

Bidder Legal Name (on file with IRS): nCourt, LLC

D/B/A (if operating under this name):

Legal Address (on file for IRS reporting): 955A Cobb Place Blvd. Kennesaw, GA 30144

FEIN: 38-3655279

Commonwealth of Massachusetts Vendor Code (if previously a vendor in Massachusetts): VC:

Authorized Representative/RFR Contact Name: J. Anthony Clancy

Title: Chief Executive Officer

Telephone: 770-293-1818

Cell: 404-861-3113

TTY/TTD:

Email Address: tclancy@ncourt.com

Fax: 888-912-1540

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: Kathleen Miller

Title: Chief Financial Officer

Telephone: 770-293-1833

Mobile Phone: 404-849-5669

Email Address: kmiller@ncourt.com

Fax: 888-912-1540

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

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

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.

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

A-2. ANSWER:

ENTER/INSERT BIDDER'S INTRODUCTION – BIDDER FIRM PROFILE HERE: (Please see shaded row above for contents of Introduction. Limited to 3 pages.)

nCourt is delighted to submit our response for the Statewide Contract for Electronic Payment Solutions (COMMBUYS BID #: BD-15-1079-1079C-1079C-00000003663 Department RFR # PFR59ADESIGNATEDOSC) to provide Electronic Payment Processing services for the State of Massachusetts. As one of the nation's leading providers of government electronic payment services, nCourt develops fully customized, end-to-end payment solutions for more than 2,000 government agencies in 29 states. Our success in attracting and maintaining our large client base can be attributed to three key factors that set nCourt apart from other providers in our space:

1. **nCourt provides a client experience that is second to none.** Whether we're processing a child support payment for the City of Philadelphia, handling an electronic filing for the City of New York, taking a tax payment for Tangipahoa Parish, Louisiana, or aiding someone in paying a civil or criminal fine in Reno Nevada, nCourt provides payment solutions that make it easy and convenient for your citizens to make their payment via the web or through their mobile device, 7 days a week, 24 hours a day, 365 days a year. For those needing personal assistance or who are uncomfortable paying through an on-line or automated system, our live, bi-lingual call center, open 7 days a week with extend hours for additional convenience, allows your citizens to speak to a person, not a machine. Additionally, our call center services can also be extended to remove the administrative burden from organizations using our service by providing general information lines, outbound calling services for advanced payment due notifications and follow up reminders for past due payments prior to sending them collections. Our experience tells us this speeds up the revenue cycle and reduces the overall cost of collections. Over the past five years, nCourt has attained a 97% client renewal rate. We believe this remarkable retention is based on providing your citizens with a great client experience. That said, we also provide the organizations using our service with dedicated client support, technology that is both easy to implement and use, and robust and flexible reporting making daily accounting and recording payments easy.
2. **Our best in class technology,** combined with our existing partnership with Vantiv for merchant processing and our **ability to integrate with a wide variety of other software applications,** provides a seamless solution for payment processing that **requires minimal IT involvement from the organizations using our service.** nCourt will create custom payment websites for each organization using our service that will be tailored to each individual organization's specific needs, including partial, one-time and/or recurring payments. Each payment site will have a unique, dedicated, organization specific URL enabling your citizens to easily locate and use the payment sites. Additionally, we'll assign dedicated toll free numbers to each organization so citizens calling into our live, bilingual call center will be directed to agents that know each organization. Our 99.9% system up-time will ensure that users of the service won't have to deal with system slowdowns or outages when making a payment. And they will also have the knowledge that working with nCourt, their payment information and personal data will be secure. nCourt has achieved PCI Level 1 compliance, the highest level of certification available and participates in the Visa Government and Higher Education Compliance Program. Our commitment to data security and protecting individual information provides the Commonwealth and your citizens the comfort of knowing that payment transactions are secure and personal data will never be sold, shared with other third parties, or used for any other purpose than the specific payment they are trying to make.
3. **Our services are free to the organization utilizing our payment processing program.** Yes, free. Working with nCourt, there are no set up fees, equipment fees, website development or system integration fees, transaction based fees or any other kind of fee. There is no invoicing to the Commonwealth, period. We are paid for our services through a nominal convenience fee of 2.35% included in the payment for credit and debit card transactions made via the web, web POS, kiosk, or IVR and 3.99% for payments made through our live, bilingual call center. ACH transactions will be a flat \$0.35 per transaction for web, web POS, or IVR transactions or \$2.95 if the payment is taken via the call center. Our convenience fees are paid by the citizens using the service.. From these convenience fees, nCourt will provide the Commonwealth and the organizations using our service with the following:
 - a. custom built websites and organization specific URL's to make payments on-line or via mobile device
 - b. software integration services to integrate with your internal systems
 - c. dedicated toll free numbers, IVR and live, bilingual call center services
 - d. payment kiosks, and web POS for making payments at Commonwealth locations
 - e. chargeback protection, guaranteeing 100% of the funds to the Commonwealth

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

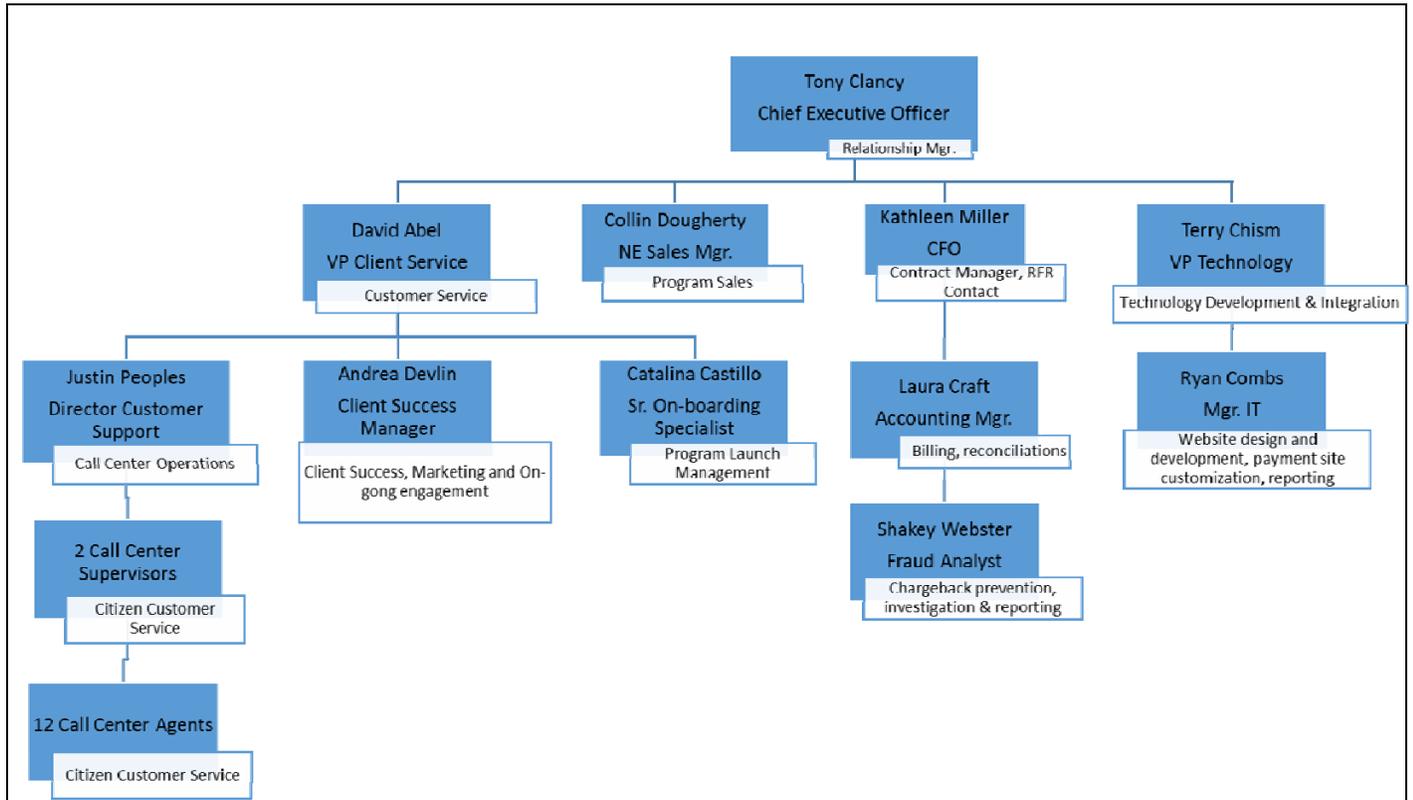
- f. refund process management
- g. entity specific, customized functionality and reporting to accommodate the specific needs of the organizations using our services and to facilitate daily reconciliations and accounting
- h. transition services to migrate existing electronic payment sites to nCourt's payment sites
- i. custom payment dashboards and reporting to provide real time access and look-up for payment transactions, daily reconciliations, exception reports and transaction history reporting.
- j. marketing materials to raise awareness of the electronic payment processing program
- k. dedicated client support and success managers for Commonwealth personnel
- l. 24/7/365 technical system support
- m. PCI level 1 compliant, secure payment sites and call center
- n. compliance with the Visa Higher Education and Government program
- o. next day settlement of funds with detailed transaction reporting and reconciliations for each specific entity

Since 2002, nCourt, LLC has been providing payment processing services via the web, mobile device, through our bilingual call center, and in person, for governmental agencies throughout the US. In 2013, nCourt was acquired by Mainsail Partners, LLP, a private equity firm based in San Francisco. Mainsail acquires thriving, profitable, high growth companies in need of additional capital to fuel further growth. Over the past five years, nCourt has enjoyed double digit year over year revenue growth from new and existing clients. Our operations are based in metro-Atlanta, GA with sales representatives located throughout the US. Our team consists of over 100 professionals and process over 100,000 transactions and millions of dollars each month and growing. We accept all major credit and debit card brands including MC, Visa, Discover and American Express, ACH and e-check and process these transactions through our existing merchant processor partner, Vantiv and will also work through their ACH partner, Sage.

When working with government agencies, real-time reporting, system reliability and 24/7/365 system access is critically important. We've built our business around that understanding. Today we process payments for citations, fees and fines, parking violations, child support, bonds, utilities, taxes, licenses, parks and recreation, deed recording, permits and more. For example, we process traffic tickets for the City of Marietta, GA, parking fees for Suffolk County, NY, utility payments for Blaine, WA, occupational licenses for Shawnee, KS and parks and recreation payments for Walker, LA, just to name a few. For all of these organizations we process payments online through custom developed payment websites, via mobile device, through our live, bilingual call center, and in many cases we also process payments taken at their office locations as well.

The team dedicated to serving the Commonwealth of Massachusetts will consist of the following professionals:

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



Our team of payment processing industry veterans will provide you with the highest level of service, implementation support, program operations and support services in the industry. Whether it's a call center agent serving one of your citizens, a client success manager working with a Commonwealth organization, a fraud analyst investigating a chargeback or an IT developer working on systems integration, our team will serve the citizens and organizations within the Commonwealth with a high level of urgency, attention, courtesy and respect. Not only are you supported with a dedicated passion team of professionals, our state-of-the art data centers in North Carolina and Georgia provide reliable, redundant, secure and stable transaction processing capabilities with the assurance that your data never leaves the US and your citizens' data will never be shared, sold or used for any other purpose other than payment processing.

The citizen-facing aspect of our service is one way nCourt provides a complete payment processing solution, the client-facing side, from the perspective of your administrative staff, is yet another. Through our best in class web-based payment processing platform, we can integrate with your internal MMARS system or other applications to provide the organizations using our services with real time access to all transactions through our robust reporting engine and custom payment dashboard. The payment dashboard will provide each organization with a variety of search and reporting features, including transaction look-up, daily transaction reports, transaction history reports, exception reports, refund reports, chargeback reports and daily reconciliation reports. The flexibility of our system will also support separate monthly billing for each organization or entity using our services. In addition to the entity using our services having real-time access to transaction data, if desired, the Commonwealth can have visibility into each organization using our services at the State level as well.

Our philosophy is simple – we aim to provide the most flexible, inexpensive, easy to use, reliable and secure payment processing solution supported by the highest level of support in the market. Our aim is high, but we believe our unique, convenience fee based pricing, vast experience, large client base, 97% renewal rate, state of the art data security and flexible technology take us to a level far above competitors in our space. We'd love to win your business and serve the Commonwealth and its citizens. nCourt's reputation for excellence, supported by countless glowing references, underscores our genuine commitment to your success and I am fully confident in our ability to meet all the requirements in this RFR.

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

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: Paul Margiotta
Firm/Agency: Suffolk County Traffic & Parking Violations Agency (TPVA)
Phone: # (631) 853-3934
Fax: 631-853-5169
Email Address: paul.margiotta@suffolkcountyny.gov

Description and date(s) of services provided: Suffolk County, NY has been with nCourt since April 2013. They have deployed a fully integrated solution with their third party software solution Service Education, Inc. (SEi). nCourt provides the system integration development and implementation services free of charge. We process traffic citations and parking violation and process approximately \$6.0 million per in payments per year via our call center, through the web and mobile devices. We provide a free dedicated toll free number with a custom Interactive Voice Response (IVR) which allows us to handle all of their calls directly through our live bilingual call center.

REFERENCE #2. Reference name: Summer Dalton
Firm/Agency Arizona Supreme Court Administrative Office of the Courts Statewide Arizona Courts Electronic Payment Processing System
Phone: # (602) 452-3496
Fax:
Email Address: SDalton@courts.az.gov

Description and date(s) of services provided: nCourt provides the State of Arizona with an electronic payment processing system for electronic filings, citations, fees & fines, bonds, probation, restitution and child support under a convenience fee based model that includes all design, development, hosting, implementation and transaction processing, inclusive of all merchant fees, ancillary fees and all other costs. nCourt provides these services via dedicated 800's numbers directed to our live, bilingual call center for organizations that elect call center services, via web and mobile device. nCourt accepts all major credit card brands and ACH transactions. Organizations within the State of Arizona may also elect to use our outbound calling services as well.

REFERENCE #3. Reference name: Elaine Osbourne
Firm/Agency Benton County District and Superior Courts
Phone: # (509) 735-8388
Fax: 509-736-2736
Email Address: elaine.osborne@co.benton.wa.us

Description and date(s) of services provided: Benton County District and Superior Courts have been with nCourt since September 2010. They have deployed a non-integrated solution whereby we are not integrated with their internal systems. We process traffic citations, court cost and fines and probation payments and process approximately \$2.0 million per year via our call center, web, mobile device and in person at County offices. We provide a free dedicated toll free number with a custom Interactive Voice Response (IVR) which allows us to service approximately their citizens per day through our live, bilingual call center.

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-00000003663** (PRF59ADesignatedOSC2) (as amended)
- 4) This Contractor's Response, as amended during negotiations, including any merchant agreements or other onboarding

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

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.

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.

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

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.

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.
- 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

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

present a conflict of interest or ethical issue.

A-5. ANSWER:

- a) Penalties and Bankruptcy: NA
- b) Litigation: NA
- c) Civil Penalties or actions: NA
- d) Suspensions of any permit or authority to do business: NA
- e) Debarment from public bidding: NA
- f) Defaults: NA
- g) Past Performance: NA
- h) Other Adverse Situations or Potential Conflicts: NA

A-6. Material Engagements, Outstanding Proposals, Conflicts. Provide a listing of the Bidder's concurrent 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: There are no concurrent material engagements that would impact our availability to provide the services contemplated in this RFR.

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

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

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

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: Kathleen M. Miller

Title: Chief Financial Officer

Date: 04/30/15

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.

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

B-1. ANSWER:

Since 2002, nCourt, LLC has been providing payment processing services via the web, mobile device, through our bi-lingual call center and in person, for governmental agencies throughout the US. We currently serve over 2,000 government agencies in 29 states. We process over 100,000 transactions and millions of dollars in government funds per month and growing. We accept all major credit and debit card brands including MC, Visa, Discover and American Express, ACH and e-check and process these transactions through our merchant processor partner, Vantiv. Current government agency clients include the Arizona Supreme Court Administrator of Courts, the City of Philadelphia, PA and the Suffolk County Traffic Violation & Parking Authority in NY. Non-government agency clients include the Blaine, WA utilities department, the occupational license department at Shawnee, KS and the Walker, LA parks and recreation department. For each of these entities we process payments via the web, mobile device and through our live, bilingual call center. We also provide a general information IVR for Suffolk County and the City of Toledo, among others.

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. Personal data stored in the nCourt network is never shared or sold. Any data element deemed "personal" would be encrypted within the database. nCourt authorized administrators are the only personnel who may have access to any personal data. Credit card information is never stored within the network. The nCourt network is co-located with

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

Peak 10 facilities in Georgia and North Carolina. All access is secured via picture ID security badges and biometric readers. Security guards are also on premise and control access to these facilities. Any direct electronic external access to nCourt servers is secured using two-factor authentication.

- B. nCourt ensures the security, confidentiality and integrity of personal data by meeting all PCI Level 1 requirements. All in-scope servers and workstations are hardened to meet high-level security requirements. Hardware firewalls are implemented to block traffic through invalid ports and to alert when intrusion attempts are detected. Web application firewalls are implemented to safeguard against application-level attacks, such as SQL injection. Any information deemed personal or confidential will always be encrypted within our data repository. Credit card information is not stored or retained in any of our systems or databases. All personal data transferred via payment sites is encrypted using SSL 256-bit security certificates.
- C. nCourt certifies at PCI Level 1 compliance on an annual basis.
- D. Unauthorized access to Commonwealth data will be prohibited from any public or private network will be safeguarded by a username/password combination or two-factor authentication methods. Only authorized users will have access to Commonwealth data.
- E. The nCourt network is co-located with Peak 10 facilities in Norcross, GA and Charlotte, NC. All access is secured via picture ID security badges and biometric readers. Security guards are on premise and control physical access.
- F. Data between networks and servers is encrypted using 256-bit SSL security. Any other data transmission is safeguarded via an encrypted VPN connection. All servers are scanned nightly for viruses and malware.
- G. nCourt will notify the Commonwealth and/or organizations within the Commonwealth using our service immediately upon any breach of data. nCourt will comply with MGL Ch. 93H and 93I requirements including notices to the Department of Consumer Affairs and Business Regulation.
- H. Peak 10 facilities are subject to annual reviews for SOC I and SOC II compliance. Reports will be provided upon request.
- I. Confidential information is never shared via email. All confidential information is transmitted in a number of ways, including but not limited to, 256-bit SSL Certificates, Encrypted VPN, PGP file encryption and SFTP file transfer.

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 TSL.

B.3. ANSWER:

nCourt attains PCI Level 1 certification annually. For 2015, nCourt anticipates obtaining PCI DSS 3.0 certification. Our 2014 auditors were Security Metrics. Our current PCI auditors are Compliance Point, a national PCI compliance audit firm. We made the change to go from an audit process as a one-time event to a continuous process throughout the year. Our PCI audit ensures we meet all certification standards by reviewing all required documentation, networks, servers, switches, firewalls, routers, coding practices, and call center policies. Third-party quarterly network scans are also performed to confirm continuous compliance. Third-party annual penetration tests are performed to ensure secure coding standards are in place and are guarding against known OWASP vulnerabilities.

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

nCourt will fully comply with all future requirements surrounding the transition from SSL to TLS as they are made available. All web servers have been configured to disable SSL V3 and older versions and force TLS. POODLE vulnerabilities have been addressed on all nCourt servers.

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:

nCourt is listed in the Visa Global Registry of Service Providers as seen below:

VISA Visa Global Registry of Service Providers

Home Learn More Search Service Providers

Search for specific service providers using a variety of filters. Simply use the select boxes below to narrow your search. You can search by Company Name, Validation Type, Location Country and State, Region of Operation, Services, Assessor or Validation date range.

REGISTRY LAST UPDATE: APRIL 20, 2015

SEARCH CRITERIA		Sort Results Company					
COMPANY	SERVICE PROVIDER TYPE	VALIDATION TYPE	SERVICES	EXPAND ALL COLLAPSE ALL	VALID THROUGH DATE	ASSESSOR	REGION OF OPERATION
nCourt LLC GA, U.S.A.	AGENT	PCI DSS	PCI DSS Services		Dec 31, 2015	SecurityMetrics, Inc.	U.S., CAN

1 Records Found Select Download Type Page 1 of 1

nCourt is listed in the MasterCard Compliant Service Provider List as seen below:

The MasterCard Compliant Service Provider List

A company's name appears on this Compliant Service Provider List if (i) MasterCard has received a copy of an Attestation of Compliance (AOC) by a Qualified Security Assessor (QSA) reflecting validation of the company being PCI DSS compliant and (ii) MasterCard records reflect the company is registered as a Service Provider by one or more MasterCard Customers. The date of the AOC and the name of the QSA are also provided. Each AOC is valid for one year. MasterCard receives copies of AOCs from various sources.

This Compliant Service Provider List is provided solely for the convenience of MasterCard Customers and any Customer that relies upon or otherwise uses this Compliant Service Provider list does so at the Customer's sole risk. While MasterCard endeavors to keep the list current as of the date set forth in the footer, MasterCard disclaims any and all warranties of any kind, including any warranty of accuracy or completeness or fitness for any particular purpose. MasterCard disclaims any and all liability of any nature relating to or arising in connection with the use of or reliance on the Compliant Service Provider List or any part thereof. Each MasterCard Customer is obligated to comply with MasterCard Rules and other Standards pertaining to use of a Service Provider.

As a reminder, an AOC by a QSA provides a "snapshot" of security controls in place at a point in time.

- Compliant Service Provider
- 1-60 Days Past AOC Due Date
- 61-90 Days Past AOC Due Date

Service Provider Name	Region	AOC Date	Assessor
nCourt LLC	US	12/31/2014	SecurityMetrics

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

Scanned image of letter from SecurityMetrics attesting compliance with PCI Compliance

**Attestation of Compliance – Service Providers
Payment Card Industry (PCI)
Data Security Standard**

**Attestation of Compliance for
Onsite Assessments – Service Providers**

Version 2.0

October 2010

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



Instructions for Submission

The Qualified Security Assessor (QSA) and Service Provider must complete this document as a declaration of the Service Provider's compliance status with the Payment Card Industry Data Security Standard (PCI DSS). Complete all applicable sections and submit to the requesting payment brand.

Part 1. Service Provider and Qualified Security Assessor Information

Service Provider Organization Information

Company Name:	nCourt LLC	DBA(s):	N/A		
Contact Name:	Terry Chism	Title:	VP of Technology		
Telephone:	770-293-1818	E-mail:	tchism@ncourt.com		
Business Address:	955A Cobb Place Blvd.	City:	Kennesaw		
State/Province:	GA	Country:	USA	Zip:	30144
URL:	www.ncourt.com				

Qualified Security Assessor Company Information

Company Name:	SecurityMetrics	Title:	Security Analyst, CISSP, QSA		
Lead QSA Contact Name:	David Page	E-mail:	dpage@securitymetrics.com		
Telephone:	801-705-5607	City:	Orem		
Business Address:	1275 W. 1600 N.	Country:	USA	Zip:	84057
State/Province:	UT	URL:	www.securitymetrics.com		

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



Part 2 PCI DSS Assessment Information

Part 2a. Services Provided that WERE INCLUDED in the Scope of the PCI DSS Assessment (check all that apply)

- | | | |
|---|--|---|
| <input type="checkbox"/> Payment Processing-POS | <input type="checkbox"/> Tax/Government Payments | <input type="checkbox"/> Fraud and Chargeback Services |
| <input checked="" type="checkbox"/> Payment Processing-Internet | <input type="checkbox"/> Payment Processing – ATM | <input checked="" type="checkbox"/> Payment Processing – MOTO |
| <input type="checkbox"/> Issuer Processing | <input checked="" type="checkbox"/> Payment Gateway/Switch | <input type="checkbox"/> Clearing and Settlement |
| <input type="checkbox"/> Account Management | <input type="checkbox"/> 3-D Secure Hosting Provider | <input type="checkbox"/> Loyalty Programs |
| <input type="checkbox"/> Back Office Services | <input type="checkbox"/> Prepaid Services | <input type="checkbox"/> Merchant Services |
| <input type="checkbox"/> Hosting Provider – Web | <input type="checkbox"/> Managed Services | <input type="checkbox"/> Billing Management |
| <input type="checkbox"/> Network Provider/Transmitter | <input type="checkbox"/> Hosting Provider – Hardware | <input type="checkbox"/> |
| <input type="checkbox"/> Records Management | <input type="checkbox"/> Data Preparation | <input type="checkbox"/> |
| <input type="checkbox"/> Others (please specify): | | |

List facilities and locations included in PCI DSS review: Corporate headquarters and call center in Kennesaw, GA; primary datacenter at Peak 10 facility in Norcross, GA; backup datacenter at Immedion facility in Asheville, NC.

Part 2b. Relationships

Does your company have a relationship with one or more third-party service providers (for example, gateways, web-hosting companies, airline booking agents, loyalty program agents, etc.)? Yes No

Part 2c. Transaction Processing

How and in what capacity does your business store, process and/or transmit cardholder data? nCourt provides an e-commerce solution for government entities that allows for the collection of fines and payments online. In addition to the online e-commerce capabilities, nCourt maintains a call center where payments can be made over the phone to a call center agent. The agent receives payment information from the customer over the phone and enters the payment information into the e-commerce site on behalf of the customer. nCourt does not store cardholder data after authorization and processing.

Please provide the following information regarding the Payment Applications your organization uses:

Payment Application in Use	Version Number	Last Validated according to PABP/PA-DSS
N/A	N/A	N/A

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**



Part 3. PCI DSS Validation

Based on the results noted in the Report on Compliance ("ROC") dated December 31, 2014, David Page asserts the following compliance status for the entity identified in Part 2 of this document as of December 31, 2014 (check one):

- Compliant:** All requirements in the ROC are marked "in place¹," and a passing scan has been completed by the PCI SSC Approved Scanning Vendor *SecurityMetrics* thereby *nCourt LLC* has demonstrated full compliance with the PCI DSS 2.0.
- Non-Compliant:** Some requirements in the ROC are marked "not in place," resulting in an overall **NON-COMPLIANT** rating, or a passing scan has not been completed by a PCI SSC Approved Scanning Vendor, thereby *nCourt LLC* has not demonstrated full compliance with the PCI DSS.
Target Date for Compliance: N/A
An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. *Check with the payment brand(s) before completing Part 4, since not all payment brands require this section.*

Part 3a. Confirmation of Compliant Status

QSA and Service Provider confirm:

- The ROC was completed according to the *PCI DSS Requirements and Security Assessment Procedures*, Version 2.0, and was completed according to the instructions therein.
- All information within the above-referenced ROC and in this attestation fairly represents the results of the assessment in all material respects.
- The Service Provider has read the PCI DSS and recognizes that they must maintain full PCI DSS compliance at all times.
- No evidence of magnetic stripe (that is, track) data², CAV2, CVC2, CID, or CVV2 data³, or PIN data⁴ storage after transaction authorization was found on ANY systems reviewed during this assessment.

Part 3b. QSA and Service Provider Acknowledgments

Signature of Service Provider Executive Officer ↑	Date: 12/31/2014
Service Provider Executive Officer Name: Terry Chism	Title: VP of Technology
Signature of Lead QSA ↑	Date: 12/31/2014
Lead QSA Name: David Page	Title: Security Analyst, CISSP, QSA

¹ "In place" results should include compensating controls reviewed by the QSA. If compensating controls are determined to sufficiently mitigate the risk associated with the requirement, the QSA should mark the requirement as "in place."
² Data encoded in the magnetic stripe or equivalent data on a chip used for authorization during a card-present transaction. Entities may not retain full magnetic stripe data after transaction authorization. The only elements of track data that may be retained are account number, expiration date, and name.
³ The three- or four-digit value printed on the signature panel or face of a payment card used to verify card-not-present transactions.
⁴ Personal Identification Number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.

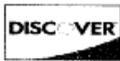
**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**



Part 4. Action Plan for Non-Compliant Status

Please select the appropriate "Compliance Status" for each requirement. If you answer "No" to any of the requirements, you are required to provide the date Company will be compliant with the requirement and a brief description of the actions being taken to meet the requirement. *Check with the payment brand(s) before completing Part 4 since not all payment brands require this section.*

PCI Requirement	Description	Compliance Status (Select One)	Remediation Date and Actions (if Compliance Status is "No")
1	Install and maintain a firewall configuration to protect cardholder data.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
2	Do not use vendor-supplied defaults for system passwords and other security parameters.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3	Protect stored cardholder data.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4	Encrypt transmission of cardholder data across open, public networks.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5	Use and regularly update anti-virus software.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Develop and maintain secure systems and applications.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
7	Restrict access to cardholder data by business need to know.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Assign a unique ID to each person with computer access.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
9	Restrict physical access to cardholder data.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
10	Track and monitor all access to network resources and cardholder data.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
11	Regularly test security systems and processes.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
12	Maintain a policy that addresses information security.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	



*PCI DSS Attestation of Compliance for Onsite Assessments — Service Providers, Version 2.0
Copyright © 2010 PCI Security Standards Council LLC*

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.

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

B-5. ANSWER:

nCourt has completed timely and annual assessments, audits, reports on compliance and/or validation required by the PCI DSS. Last date of Compliance Confirmation: December 31, 2014

Below is the full letter of Attestation of Compliance from Security Metrics (2014)

**Attestation of Compliance – Service Providers
Payment Card Industry (PCI)
Data Security Standard**

**Attestation of Compliance for
Onsite Assessments – Service Providers**

Version 2.0

October 2010

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**



Instructions for Submission

The Qualified Security Assessor (QSA) and Service Provider must complete this document as a declaration of the Service Provider's compliance status with the Payment Card Industry Data Security Standard (PCI DSS). Complete all applicable sections and submit to the requesting payment brand.

Part 1. Service Provider and Qualified Security Assessor Information

Service Provider Organization Information

Company Name:	nCourt LLC	DBA(s):	N/A		
Contact Name:	Terry Chism	Title:	VP of Technology		
Telephone:	770-293-1818	E-mail:	tchism@ncourt.com		
Business Address:	955A Cobb Place Blvd.	City:	Kennesaw		
State/Province:	GA	Country:	USA	Zip:	30144
URL:	www.ncourt.com				

Qualified Security Assessor Company Information

Company Name:	SecurityMetrics	Title:	Security Analyst, CISSP, QSA		
Lead QSA Contact Name:	David Page	E-mail:	dpage@securitymetrics.com		
Telephone:	801-705-5607	City:	Orem		
Business Address:	1275 W. 1600 N.	Country:	USA	Zip:	84057
State/Province:	UT	URL:	www.securitymetrics.com		

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



Part 2 PCI DSS Assessment Information

Part 2a. Services Provided that WERE INCLUDED in the Scope of the PCI DSS Assessment (check all that apply)

- | | | |
|---|--|---|
| <input type="checkbox"/> Payment Processing-POS | <input type="checkbox"/> Tax/Government Payments | <input type="checkbox"/> Fraud and Chargeback Services |
| <input checked="" type="checkbox"/> Payment Processing-Internet | <input type="checkbox"/> Payment Processing – ATM | <input checked="" type="checkbox"/> Payment Processing – MOTO |
| <input type="checkbox"/> Issuer Processing | <input checked="" type="checkbox"/> Payment Gateway/Switch | <input type="checkbox"/> Clearing and Settlement |
| <input type="checkbox"/> Account Management | <input type="checkbox"/> 3-D Secure Hosting Provider | <input type="checkbox"/> Loyalty Programs |
| <input type="checkbox"/> Back Office Services | <input type="checkbox"/> Prepaid Services | <input type="checkbox"/> Merchant Services |
| <input type="checkbox"/> Hosting Provider – Web | <input type="checkbox"/> Managed Services | <input type="checkbox"/> Billing Management |
| <input type="checkbox"/> Network Provider/Transmitter | <input type="checkbox"/> Hosting Provider – Hardware | <input type="checkbox"/> |
| <input type="checkbox"/> Records Management | <input type="checkbox"/> Data Preparation | <input type="checkbox"/> |
| <input type="checkbox"/> Others (please specify): | | |

List facilities and locations included in PCI DSS review: Corporate headquarters and call center in Kennesaw, GA; primary datacenter at Peak 10 facility in Norcross, GA; backup datacenter at Immedion facility in Asheville, NC.

Part 2b. Relationships

Does your company have a relationship with one or more third-party service providers (for example, gateways, web-hosting companies, airline booking agents, loyalty program agents, etc.)? Yes No

Part 2c. Transaction Processing

How and in what capacity does your business store, process and/or transmit cardholder data? nCourt provides an e-commerce solution for government entities that allows for the collection of fines and payments online. In addition to the online e-commerce capabilities, nCourt maintains a call center where payments can be made over the phone to a call center agent. The agent receives payment information from the customer over the phone and enters the payment information into the e-commerce site on behalf of the customer. nCourt does not store cardholder data after authorization and processing.

Please provide the following information regarding the Payment Applications your organization uses:

Payment Application in Use	Version Number	Last Validated according to PABP/PA-DSS
N/A	N/A	N/A

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



Part 3. PCI DSS Validation

Based on the results noted in the Report on Compliance ("ROC") dated December 31, 2014, David Page asserts the following compliance status for the entity identified in Part 2 of this document as of December 31, 2014 (check one):

- Compliant:** All requirements in the ROC are marked "in place¹," and a passing scan has been completed by the PCI SSC Approved Scanning Vendor *SecurityMetrics* thereby *nCourt LLC* has demonstrated full compliance with the PCI DSS 2.0.
- Non-Compliant:** Some requirements in the ROC are marked "not in place," resulting in an overall **NON-COMPLIANT** rating, or a passing scan has not been completed by a PCI SSC Approved Scanning Vendor, thereby *nCourt LLC* has not demonstrated full compliance with the PCI DSS.
Target Date for Compliance: N/A
An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. *Check with the payment brand(s) before completing Part 4, since not all payment brands require this section.*

Part 3a. Confirmation of Compliant Status

QSA and Service Provider confirm:

- The ROC was completed according to the *PCI DSS Requirements and Security Assessment Procedures*, Version 2.0, and was completed according to the instructions therein.
- All information within the above-referenced ROC and in this attestation fairly represents the results of the assessment in all material respects.
- The Service Provider has read the PCI DSS and recognizes that they must maintain full PCI DSS compliance at all times.
- No evidence of magnetic stripe (that is, track) data², CAV2, CVC2, CID, or CVV2 data³, or PIN data⁴ storage after transaction authorization was found on ANY systems reviewed during this assessment.

Part 3b. QSA and Service Provider Acknowledgments

	
Signature of Service Provider Executive Officer ↑	Date: 12/31/2014
Service Provider Executive Officer Name: Terry Chism	Title: VP of Technology
	
Signature of Lead QSA ↑	Date: 12/31/2014
Lead QSA Name: David Page	Title: Security Analyst, CISSP, QSA

¹ "In place" results should include compensating controls reviewed by the QSA. If compensating controls are determined to sufficiently mitigate the risk associated with the requirement, the QSA should mark the requirement as "in place."
² Data encoded in the magnetic stripe or equivalent data on a chip used for authorization during a card-present transaction. Entities may not retain full magnetic stripe data after transaction authorization. The only elements of track data that may be retained are account number, expiration date, and name.
³ The three- or four-digit value printed on the signature panel or face of a payment card used to verify card-not-present transactions.
⁴ Personal Identification Number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**



Part 4. Action Plan for Non-Compliant Status

Please select the appropriate "Compliance Status" for each requirement. If you answer "No" to any of the requirements, you are required to provide the date Company will be compliant with the requirement and a brief description of the actions being taken to meet the requirement. *Check with the payment brand(s) before completing Part 4 since not all payment brands require this section.*

PCI Requirement	Description	Compliance Status (Select One)	Remediation Date and Actions (If Compliance Status is "No")
1	Install and maintain a firewall configuration to protect cardholder data.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
2	Do not use vendor-supplied defaults for system passwords and other security parameters.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3	Protect stored cardholder data.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4	Encrypt transmission of cardholder data across open, public networks.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5	Use and regularly update anti-virus software.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Develop and maintain secure systems and applications.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
7	Restrict access to cardholder data by business need to know.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Assign a unique ID to each person with computer access.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
9	Restrict physical access to cardholder data.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
10	Track and monitor all access to network resources and cardholder data.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
11	Regularly test security systems and processes.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
12	Maintain a policy that addresses information security.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	



*PCI DSS Attestation of Compliance for Onsite Assessments — Service Providers, Version 2.0
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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

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

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:

nCourt will fully comply with Commonwealth of Massachusetts Security Policies listed above. nCourt has a documented response plan in the event of a security breach that outlines specific notification strategies. Annual incident response tests are conducted in conjunction with this plan and all PCI requirements.

nCourt follows all card member and card brand requirements as outlined below:

Visa Required Steps:

Please see Visa's "What To Do If Compromised" and "Responding to a Breach" documentation located at: <http://www.visa.com/cisp> for Visa specific guidelines.

- Entities that have experienced a suspected or confirmed security breach must take prompt action to help prevent additional exposure of cardholder data and ensure compliance with the Payment Card Industry Data Security Standard (PCI DSS), PCI Payment Application Data Security Standard (PA- DSS), and PCI PIN Security Requirements.
- Immediately contain and limit the exposure. Minimize data loss. Prevent the further loss of data by conducting a thorough investigation of the suspected or confirmed compromise of information. Compromised entities should consult with their internal incident response team. To preserve evidence and facilitate the investigation:
 - Do not access or alter compromised system(s) (e.g., do not log on at all to the compromised system(s) and change passwords; do not log in as ROOT). Visa highly recommends compromised system not be used to avoid losing critical volatile data.
 - Do not turn the compromised system(s) off. Instead, isolate compromised systems(s) from the network (e.g., unplug network cable).
 - Preserve evidence and logs (e.g., original evidence, security events, web, database, firewall, etc.)
 - Document all actions taken.
 - If using a wireless network, change the Service Set Identifier (SSID) on the wireless access point (WAP) and other systems that may be using this connection (with the exception of any systems believed to be compromised).
 - Be on "high" alert and monitor traffic on all systems with cardholder data.
- Alert all necessary parties immediately:
 - Your internal incident response team and information security group.
 - If you are a merchant, contact your merchant bank.
 - If you do not know the name and/or contact information for your merchant bank, notify Visa Incident Response Manager immediately:
- U.S. – (650) 432-2978 or usfraudcontrol@Visa.com
- Canada – (416) 860-3090 or CanadaInvestigations@Visa.com
- Latin America & Caribbean – (305) 328-1713 or lacrmac@Visa.com
- Asia Pacific – (65) 96307672 or APIInvestigations@Visa.com
- CEMEA – +44 (0) 207-225-8600 or CEMEAFraudControl@Visa.com
 - If you are a financial institution, contact the appropriate Visa region at the number provided above.
 - Notify the appropriate law enforcement agency. Contact the Visa Incident Response Manager above for assistance in contacting your local law enforcement agency.
 - The compromised entity should consult with its legal department to determine if notification laws are applicable.

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

- Provide all compromised Visa, Interlink, and Plus accounts to the Visa acquiring bank or to Visa within ten (10) business days. All potentially compromised accounts must be provided and transmitted as instructed by the Visa acquiring bank and Visa. Visa will distribute the compromised Visa account numbers to issuers and ensure the confidentiality of entity and non-public information. Note: If you are an issuer, provide foreign accounts or accounts from other financial institutions to Visa.
- Within three (3) business days of the reported compromise, provide an Incident Report to the Visa client or to Visa. (See *Appendix C*, on page 25, for the Incident Report template.) If you are a financial institution, provide the Incident Report to Visa.

Note: If Visa deems necessary, an independent forensic investigation by a Visa-approved Qualified Incident Response Assessor (QIRA) will be initiated on the compromised entity.

Key Point to Remember

To minimize the impact of a cardholder information security breach, Visa has created an Incident Response Team to assist in forensic investigations. In the event of a compromise, Visa will coordinate a team of forensic specialists to go onsite immediately to help identify security deficiencies and control exposure. The forensic information collected by this team is often used as evidence to prosecute criminals.

MasterCard Required Steps (Please see MasterCard's current "Account Data Compromise User Guide" located at: http://www.mastercard.com/us/merchant/support/security_programs.html for MasterCard specific guidelines).

- Immediately commence a thorough investigation into the Account Data Compromise (ADC) or Potential ADC event.
- Immediately, no later than within twenty-four (24) hours, identify, contain, and mitigate the ADC event or Potential ADC event, including:
 - Preserve and safeguard all potential evidence pertinent to a forensic examination of a forensic event;
 - Isolate compromised systems and media from the network;
 - Preserve all intrusion detection systems, intrusion prevention systems logs, all firewall, web, database and events logs;
 - Document all incident response actions; and
 - Refrain from restarting or rebooting any compromised or potentially compromised systems or taking other action that would have the effect of eliminating or destroying information that could potentially provide evidence of a ADC event or potential event.
- Within twenty-four (24) hours and on an ongoing basis thereafter, submit to MasterCard all known facts or suspected facts concerning the ADC event or potential ADC event, including, by way of example and not limitation, known or suspected facts as to the cause and source of the ADC event or potential ADC event.
- Within twenty-four (24) hours and continuing throughout the investigation and thereafter, provide to MasterCard, in the required format, all account numbers and expiration dates associated with MasterCard account data that were actually or potentially accessed or disclosed in connection with the ADC event or potential ADC event and any additional information requested by MasterCard. As used herein, the obligation to obtain and provide account numbers to MasterCard applies to any MasterCard or Maestro account number in a bank identification number (BIN) range assigned by MasterCard. This obligation applies regardless of how or why such account numbers were received, processed or stored, including, by way of example and not limitation, in connection with or relating to a credit, debit(signature or pin based) proprietary, or any other kind of payment transaction, incentive or reward program.
- Within seventy-two (72) hours, engage with the services of a qualified incident response assessor ("QIRA") that was not the entity that provided the Member with its last PCI compliance report, to conduct an independent forensic investigation to assess the cause, scope, magnitude, duration and effects of the ADC event or potential ADC event. Prior to the commencement of such QIRA's investigation, the Member must notify MasterCard of the proposed scope and nature of the investigation and obtain preliminary approval of such proposal by MasterCard or, if such preliminary approval is not obtained, of a modified proposal acceptable to MasterCard.

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

- Within two (2) business days from the date on which the QIRA was engaged, identify the engaged QIRA to MasterCard, and confirm that the QIRA has commenced its investigation.
- Within three (3) business days from the commencement of the forensic investigation, ensure that the QIRA submits to MasterCard a preliminary forensic report detailing all investigative findings to date.
- Within twenty (20) business days from the commencement of the forensic investigation, provide to MasterCard a final forensic report detailing findings, conclusions and recommendations to the QIRA, continue to address any outstanding exposure, and implement all recommendations until the ADC event or potential ADC event is resolved to the satisfaction of MasterCard. In connection with the independent forensic investigation and preparation of the final forensic report, no Member may engage in or enter into any (or permit any Agent to engage in or enter into) any conduct, agreement or understanding that would impair the completeness, accuracy or objectivity of any aspect of the forensic investigation or final forensic report. The Member shall not engage in any conduct (or permit an Agent to engage in any conduct) that could or would influence, or undermine the independence of, the QIRA or undermine the reliability or integrity of the forensic investigation or final forensic report. By way of example, and not limitation, a Member must not itself, or permit any of its Agents to, take any action or fail to take any action that would have the effect of:
 - Precluding, prohibiting or inhibiting the QIRA from communicating directly with MasterCard;
 - Permitting a Member or its Agent to substantively edit or otherwise alter the forensic report; or
 - Directing the QIRA to withhold information from MasterCard.

Notwithstanding the foregoing, MasterCard may engage a QIRA on behalf of a Member in order to expedite the investigation. The Member on whose behalf the QIRA is so engaged will be responsible for all costs associated with the investigation.

Discover Card Required Steps

- Provide the compromised Discover accounts to Discover Fraud Prevention at (800) 347-3083 within 24 hours of an account compromise event.
- Prepare a detailed written statement of fact about the account compromise including the contributing circumstances.
- Obtain additional specific requirements from Discover Card.

American Express Required Steps

Please see the current “American Express Data Security Operating Policy for Service Providers or American Express Data Security Operating Policy for U.S. Merchants” document located on the American Express data security website www.americanexpress.com/datasecurity

Backup, Disaster Recovery and Business Continuity

Backups are performed daily by Peak 10. Each backup contains one week’s worth of database and web server backups. In the event of disaster recovery, a valid backup will be selected and restored onto our existing database or web server cluster. During this time, all web applications will be inactive until the restore has been completed and a test has been performed on the systems to ensure stability and reliability. Once tested and approved, all web services will be restored and processing will continue.

The primary data center implements server clustering to minimize single points of failure. Web and database servers work as a cluster to handle web and SQL requests. In the instance of a server failure, the failed server is immediately removed from the cluster and all other machines will continue to function normally. Once the failed server is repaired, it is rejoined to the cluster.

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

In the instance of an inaccessible data center, all services are rolled to the backup data center located in Charlotte, NC.

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:

nCourt will:

- Maintain PCI Level 1 compliance.
- nCourt will obtain PCI Level 1 certification from a nationally recognized independent PCI attestation firm (currently Compliance Point)
- Perform quarterly network scans
- Perform annual penetration tests
- Perform ongoing security maintenance tasks
- Never store credit card information
- Maintain internal security controls as outlined by PCI requirements

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:

nCourt will comply with the Enterprise Information Technology Policies as stated. We are open to working directly with the Massachusetts Office of Information Technology to ensure that all applicable guidelines and policies are met.

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:

As for best practices, nCourt has implemented and maintains a clean desk policy in our call center. This policy and practice prohibits all call center employees from having pens, paper, cellphones, trashcans and restricts external website access or any other means of recording personal information at their workstation. Calls made into our call center are not recorded. No credit card or Social Security information is ever retained by the nCourt network.

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:

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

NONE

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:

Protocols:

- SSL
- TLS
- P2PE technology when using POS devices
- PGP
- VPN Connectivity
- In lieu of storing credit card data for recurring payments, we implement tokenization which allows nCourt to retain a payment token for recurring transactions

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:

nCourt has a documented response plan in the event of a security breach. It outlines notification strategies. Annual incident response tests are conducted in conjunction with this plan and all PCI requirements.

nCourt follows all card member and card brand requirements as outlined below:

Visa Required Steps:

Please see Visa's "What To Do If Compromised" and "Responding to a Breach" documentation located at: <http://www.visa.com/cisp> for Visa specific guidelines.

- Entities that have experienced a suspected or confirmed security breach must take prompt action to help prevent additional exposure of cardholder data and ensure compliance with the Payment Card Industry Data Security Standard (PCI DSS), PCI Payment Application Data Security Standard (PA- DSS), and PCI PIN Security Requirements.
- Immediately contain and limit the exposure. Minimize data loss. Prevent the further loss of data by conducting a thorough investigation of the suspected or confirmed compromise of information. Compromised entities should consult with their internal incident response team. To preserve evidence and facilitate the investigation:
 - Do not access or alter compromised system(s) (e.g., do not log on at all to the compromised system(s) and change passwords; do not log in as ROOT). Visa highly recommends compromised system not be used to avoid losing critical volatile data.
 - Do not turn the compromised system(s) off. Instead, isolate compromised systems(s) from the network (e.g., unplug network cable).
 - Preserve evidence and logs (e.g., original evidence, security events, web, database, firewall, etc.)
 - Document all actions taken.
 - If using a wireless network, change the Service Set Identifier (SSID) on the wireless access point (WAP) and other systems that may be using this connection (with the exception of any systems believed to be compromised).

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

- Be on “high” alert and monitor traffic on all systems with cardholder data.
- Alert all necessary parties immediately:
 - Your internal incident response team and information security group.
 - If you are a merchant, contact your merchant bank.
 - If you do not know the name and/or contact information for your merchant bank, notify Visa Incident Response Manager immediately:
- U.S. – (650) 432-2978 or *usfraudcontrol@Visa.com*
- Canada – (416) 860-3090 or *CanadaInvestigations@Visa.com*
- Latin America & Caribbean – (305) 328-1713 or *lacrmac@Visa.com*
- Asia Pacific – (65) 96307672 or *APIInvestigations@Visa.com*
- CEMEA – +44 (0) 207-225-8600 or *CEMEAFraudControl@Visa.com*
 - If you are a financial institution, contact the appropriate Visa region at the number provided above.
 - Notify the appropriate law enforcement agency. Contact the Visa Incident Response Manager above for assistance in contacting your local law enforcement agency.
 - The compromised entity should consult with its legal department to determine if notification laws are applicable.
- Provide all compromised Visa, Interlink, and Plus accounts to the Visa acquiring bank or to Visa within ten (10) business days. All potentially compromised accounts must be provided and transmitted as instructed by the Visa acquiring bank and Visa. Visa will distribute the compromised Visa account numbers to issuers and ensure the confidentiality of entity and non-public information. Note: If you are an issuer, provide foreign accounts or accounts from other financial institutions to Visa.
- Within three (3) business days of the reported compromise, provide an Incident Report to the Visa client or to Visa. (See *Appendix C*, on page 25, for the Incident Report template.) If you are a financial institution, provide the Incident Report to Visa.

Note: If Visa deems necessary, an independent forensic investigation by a Visa-approved Qualified Incident Response Assessor (QIRA) will be initiated on the compromised entity.

Key Point to Remember

To minimize the impact of a cardholder information security breach, Visa has created an Incident Response Team to assist in forensic investigations. In the event of a compromise, Visa will coordinate a team of forensic specialists to go onsite immediately to help identify security deficiencies and control exposure. The forensic information collected by this team is often used as evidence to prosecute criminals.

MasterCard Required Steps (Please see MasterCard’s current “Account Data Compromise User Guide” located at: http://www.mastercard.com/us/merchant/support/security_programs.html for MasterCard specific guidelines).

- Immediately commence a thorough investigation into the Account Data Compromise (ADC) or Potential ADC event.
- Immediately, no later than within twenty-four (24) hours, identify, contain, and mitigate the ADC event or Potential ADC event, including:
 - Preserve and safeguard all potential evidence pertinent to a forensic examination of a forensic event;
 - Isolate compromised systems and media from the network;
 - Preserve all intrusion detection systems, intrusion prevention systems logs, all firewall, web, database and events logs;
 - Document all incident response actions; and
 - Refrain from restarting or rebooting any compromised or potentially compromised systems or taking other action that would have the effect of eliminating or destroying information that could potentially

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

provide evidence of a ADC event or potential event.

- Within twenty-four (24) hours and on an ongoing basis thereafter, submit to MasterCard all known facts or suspected facts concerning the ADC event or potential ADC event, including, by way of example and not limitation, known or suspected facts as to the cause and source of the ADC event or potential ADC event.
- Within twenty-four (24) hours and continuing throughout the investigation and thereafter, provide to MasterCard, in the required format, all account numbers and expiration dates associated with MasterCard account data that were actually or potentially accessed or disclosed in connection with the ADC event or potential ADC event and any additional information requested by MasterCard. As used herein, the obligation to obtain and provide account numbers to MasterCard applies to any MasterCard or Maestro account number in a bank identification number (BIN) range assigned by MasterCard. This obligation applies regardless of how or why such account numbers were received, processed or stored, including, by way of example and not limitation, in connection with or relating to a credit, debit (signature or pin based) proprietary, or any other kind of payment transaction, incentive or reward program.
- Within seventy-two (72) hours, engage with the services of a qualified incident response assessor (“QIRA”) that was not the entity that provided the Member with its last PCI compliance report, to conduct an independent forensic investigation to assess the cause, scope, magnitude, duration and effects of the ADC event or potential ADC event. Prior to the commencement of such QIRA’s investigation, the Member must notify MasterCard of the proposed scope and nature of the investigation and obtain preliminary approval of such proposal by MasterCard or, if such preliminary approval is not obtained, of a modified proposal acceptable to MasterCard.
- Within two (2) business days from the date on which the QIRA was engaged, identify the engaged QIRA to MasterCard, and confirm that the QIRA has commenced its investigation.
- Within three (3) business days from the commencement of the forensic investigation, ensure that the QIRA submits to MasterCard a preliminary forensic report detailing all investigative findings to date.
- Within twenty (20) business days from the commencement of the forensic investigation, provide to MasterCard a final forensic report detailing findings, conclusions and recommendations to the QIRA, continue to address any outstanding exposure, and implement all recommendations until the ADC event or potential ADC event is resolved to the satisfaction of MasterCard. In connection with the independent forensic investigation and preparation of the final forensic report, no Member may engage in or enter into any (or permit any Agent to engage in or enter into) any conduct, agreement or understanding that would impair the completeness, accuracy or objectivity of any aspect of the forensic investigation or final forensic report. The Member shall not engage in any conduct (or permit an Agent to engage in any conduct) that could or would influence, or undermine the independence of, the QIRA or undermine the reliability or integrity of the forensic investigation or final forensic report. By way of example, and not limitation, a Member must not itself, or permit any of its Agents to, take any action or fail to take any action that would have the effect of:
 - Precluding, prohibiting or inhibiting the QIRA from communicating directly with MasterCard;
 - Permitting a Member or its Agent to substantively edit or otherwise alter the forensic report; or
 - Directing the QIRA to withhold information from MasterCard.

Notwithstanding the foregoing, MasterCard may engage a QIRA on behalf of a Member in order to expedite the investigation. The Member on whose behalf the QIRA is so engaged will be responsible for all costs associated with the investigation.

Discover Card Required Steps

- Provide the compromised Discover accounts to Discover Fraud Prevention at (800) 347-3083 within 24 hours of an account compromise event.
- Prepare a detailed written statement of fact about the account compromise including the contributing circumstances.
- Obtain additional specific requirements from Discover Card.

American Express Required Steps

Please see the current “American Express Data Security Operating Policy for Service Providers or American Express Data

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

Security Operating Policy for U.S. Merchants” document located on the American Express data security website www.americanexpress.com/datasecurity

Backup, Disaster Recovery and Business Continuity

Backups are performed by Peak 10 and contains a week’s worth of database and web server backups. In the event of disaster recovery, a valid backup will be selected and restored onto our existing database or web server cluster. During this time, all web applications will be inactive until the restore has been completed and a test has been performed on the systems to ensure stability and reliability. Once tested and approved, all web services will be restored and processing will continue.

The primary data center implements server clustering to minimize single points of failure. Web and database servers work as a cluster to handle web and SQL requests. In the instance of a server failure, the failed server is immediately removed from the cluster and all other machines will continue to function normally. Once the failed server is repaired, it is rejoined to the cluster.

In the instance of an inaccessible data center, all services are rolled to the backup data center located in North Carolina.

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

B-13. ANSWER:

nCourt is an existing certified Vantiv partner for credit/debit cards and will use their partner Sage for ACH.

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:

Function Ownership

nCourt IT department owns all functionality of the payment system. The department is headed by:

- Terry Chism, VP of Technology
- Ryan Combs, Manager of Software Development
- Nick Wood, Manager of Networks and Telecommunications
- Laura Craft, Accounting Manager

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STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

- Vantiv is responsible for debit and credit card processing

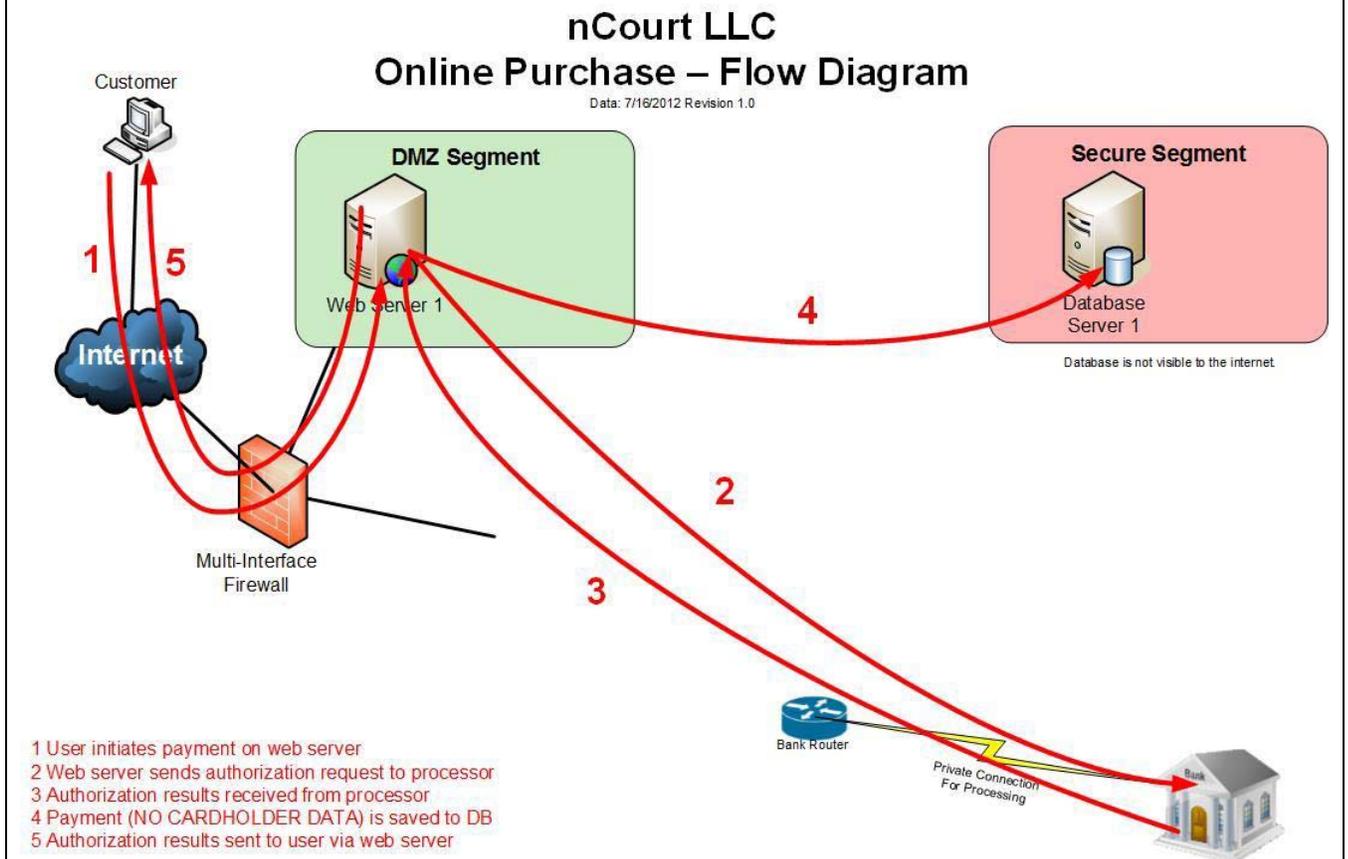
Description

The nCourt payment solution is a web-based application. It has been designed to support the highly customized needs of government organizations while maintaining a generalized application base of payment data. Once an organization has requested to use nCourt's payment services, we have the ability to quickly create and deploy a standard or customized payment site, depending on the needs of each organization.

Customized sites vary widely and may include:

- Changes in the look-and-feel from the base design
- Added/extra form fields
- Extra logic to allow for different user experiences in the graphical interface
- Service fee changes
- Add-on services
- Payment separation (dividing collected amounts into pre-defined court funds) – split payments
- Recurring payments
- Customized reconciliation reports
- Manual or auto approved payments
- Integration into other third-party applications, such as MMARS
- Non-integrated payment solutions

The following demonstrates the general online purchase flow:



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

nCourt Solution Demonstration

1) Record Search

Our integrated solution allows users to easily perform searches on items they wish to pay. For example, when a user attempts to pay for a traffic ticket, he/she is prompted to enter a citation or case number and presses the “Search” button.



NOTE: This demonstration interface is for a citation/ticket payment scenario. It can be customized to take any type of payment, e.g. license and registration fees, hospital fees, utility fees, parks and recreation fees, taxes, etc.

If one or more records are found, they will be presented for payment. The user will click “Continue” to make the payment.

RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC



Mass. Gov

Jane Doe | Clerk | phone: 555-555-5555 955A Cobb Place Blvd, Kennesaw, Georgia 30144

1 Your Information 2 Terms Agreement 3 Payment 4 Receipt

CITATION PAYMENT

Record Search

Enter your citation or case number to search for your record(s).

Citation number or Case number:

You may have to include any letter with the citation number. Example: 123456A If your citation begins with a '0' and using it in the citation number fails to display your citation, please try the citation number without the '0' as a prefix.

Please allow 5 days from the date you received your citation(s) to attempt to pay online.

If Offender has more than one outstanding citation and one or more of these require a mandatory court appearance, none of the Offender's citations may be paid online or over the phone. Offender must appear on their court date.

Citation Number: 123456	Citation Number: 123456
Case Number: ABCDEFG	Case Number: ABCDEFG
First Name: Johnathan	First Name: Johnathan
Middle Name: Anonymous	Middle Name: Anonymous
Last Name: Doe	Last Name: Doe
Violation Date: 00/00/2015	Violation Date: 00/00/2015
Court Date: 00/00/2015	Court Date: 00/00/2015
Code: 1A	Code: 1A
Description: Speeding	Description: Speeding
Fine Amount: \$000.00	Fine Amount: \$000.00
Service Fee: \$0.00	Service Fee: \$0.00

Total Payment Amount: \$0,000.00

To make a payment by phone, please call.
Mon-Fri 7am-9pm and Sat-Sun 9am-6pm EST

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STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-0000003663
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Mass. *Gov*

Jane Doe | Clerk | phone: 555-555-5555955A Cobb Place Blvd, Kennesaw, Georgia 30144

1 Your Information2 **Terms Agreement**3 Payment4 Receipt

CITATION PAYMENT

To continue to pay this payment you must accept the following **TERMS OF USE**. Please read and understand, completely, the following terms and press the 'I AGREE' button to continue to payment or press the 'I DECLINE' button to return back to the previous screen.

Terms Agreement

Just as in a real courtroom, your information is public record, however, to the extent possible, other than in connection with processing your citation, identifying private information will not be distributed in any way over the Internet and there will be absolutely no commercial dissemination of private information. If your citation is paid substantially after your court date, there is a possibility that the court will have already sent notice of your failure to appear in court to the state motor vehicle bureau and additional steps may be required to release your license.

1. The submission process uses Secure Sockets Layer (SSL) encryption to virtually eliminate the possibility of unauthorized access to your private information while it is transferred across the Internet. Your personal financial data is NOT stored on computers administered by nCourt LLC. However, by submitting this information electronically you are acknowledging that neither the city and/or county, the court nor nCourt LLC assumes any liability for data submitted via the Internet platform. Further, by using this service, you agree to release the city and/or county where the violation occurred or the claim was filed, the court and its personnel, and nCourt, LLC, its principals, employees, agents, officers, directors, affiliated companies, successors and assignees (collectively the 'Providers') from any and all causes of action sounding in contract or negligence based upon the information provided to you or the court or distributed to you or the court.
2. The Providers will use all reasonable efforts to provide accurate processing of information provided from the court files and to diligently distribute information provided by the User to the court.
3. The Providers cannot and do not guarantee the accuracy or timeliness of any provided information and expressly disclaim any warranty including merchantability and fitness for a particular use beyond the extent of the filing fees paid by the User for the service. In no event shall the Providers be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of the program or with the delay or inability to use it, or for any information, software, products and services obtained through this program, or otherwise arising out of the use of this program, the internet generally or on any other basis (whether based on contract, tort, strict liability or otherwise).
4. You as the User agree not to challenge the use of electronic payment, and additionally agree that any action brought by the Providers against you to enforce any electronic payment for which any benefit has been provided to you in any way shall entitle the Providers to per se probable cause for criminal action for the theft of services or for civil recovery of all fees paid, plus process fees, plus costs, plus attorney fees, plus any incidental or associated damages proven by the Providers. Any such civil actions shall be brought in the courts of Cobb County, Georgia, without regard to choice of law, and all parties consent to jurisdiction and venue therein.
5. By submitting your information online, you are verifying that you are 13 years or older and that you are:
 - i. Pleading Guilty to the Charge(s) brought against you.
 - ii. Authorizing the Clerk of Courts to forfeit the payment received as a Cash Bond
 - iii. Waiving a number of constitutional and legal rights including your right to appear in Court to answer the charge(s).
 - iv. Verifying your identity and consent to the processing of this online traffic ticket to the extent allowed by law.
6. You consent that your participation in this process and the authorization you are providing hereby will be construed to be the same as if you had provided a payment and signature in person at the courthouse and to so note in the physical record of the case. You should also be aware that if your offense includes driving over 81 mph or more anywhere in Georgia and 75 mph or more on a two lane road in Georgia, it will be classified as a 'super speeding' offense, adding an additional fine of \$200, which may subsequently be assessed against you by the Georgia Department of Driver Services.
7. By submitting your payment you are affirming you are equally authorized to make purchases on the credit or debit card associated with this transaction.
8. Nothing herein is to be construed as legal counsel or advice. Users should consult with their own legal counsel with respect to the implications of making the payment through this system.
9. Any purchases made by a user from nCourt, LLC via the nCourt web services sites is NON-REFUNDABLE, in whole or in part, once the payment has been submitted, confirmed and accepted by the court. If the submission is rejected by the court, refunds will be processed via credit card, ACH

Back to Previous PageI DisagreeI Agree

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**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

3) Payment

The user is prompted to enter billing information and submit.

The screenshot displays the 'Mass.Gov' payment interface. At the top, the state seal and 'Mass.Gov' logo are visible. Below this, a navigation bar shows four steps: 1. Your Information, 2. Terms Agreement, 3. Payment (current step), and 4. Receipt. The main heading is 'CITATION PAYMENT'. A message states: 'You have elected to pay to following the following item(s)'. Below this is a table:

Description	ID Number	Service Fee	Amount
Citation Payment	123456	\$00.00	\$000.00
			Total Amount Due: \$000.00

The form is divided into two main sections:

- Billing Information:** Includes a checkbox for 'Same as previous information.' and input fields for First Name, Last Name, Email, Confirm Email, Street Address, City, State, and Zip Code.
- Payment Information:** Includes a dropdown for Card Type, input fields for Card Number and CW Code, and two dropdowns for Expiration Date. A 'Submit Payment' button is located at the bottom right of this section.

Below the form, there are several instructions:

- Please provide your CURRENT billing address to ensure proper contact.
- To ensure proper notification you must include a valid email address.
- If this is not the correct organization, your payment will be rejected/refunded/transferred and you will not have satisfied your obligation.
- If you pay less than the required amount due you will not have satisfied your obligation.
- Once you have made your payment, you will receive a status notification (via email) of the acceptance OR rejection of your submission.

At the bottom, a footer contains the text: 'To make a payment by phone, please call. Mon-Fri 7am-9pm and Sat-Sun 9am-6pm EST' and 'powered by nCourt'.

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

For organizations that elect to accept ACH payments, the application also provides an interface to accept routing information in addition to the credit/debit card interface:

Billing Information

Electronic Check

To pay with electronic check, provide information below:

Phone Number	<input type="text" value="(123) 123-1234"/>
Check Number	<input type="text" value="Enter Check Number"/>
Routing Number	<input type="text" value="Enter Routing Number"/>
Account Number	<input type="text" value="Enter Account Number"/>
Name on Check	<input type="text" value="Enter Name on Check"/>
Check Type	<input type="text" value="Checking"/>

Submit Payment

4) Receipt

If the transaction is processed successfully,

- **The user is presented with a receipt**
- **An email is generated for the user**
- **An email notification is sent to the organization**

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**



Mass. Gov

Jane Doe | Clerk | phone: 555-555-5555
955A Cobb Place Blvd, Kennesaw, Georgia 30144

1 Your Information
2 Terms Agreement
3 Payment
4 Receipt

CITATION PAYMENT

Print Receipt

Your payment has processed and this is your receipt. Your credit/debit card has been billed for the following transaction. You will also receive a receipt via email.

Description	ID Number	Service Fee	Amount
Citation Payment	123456	\$00.00	\$000.00
Date Paid: 00/00/2015 00:00PM			Total Amount Due: \$000.00

Payment Information

First Name: Name here

Last Name: Surname here

Address 1: Address line

Address 2:

City: City input

State: State input

Zip Code: 00000

Phone: (000) 000-0000

Billing Information

First Name: Name here

Last Name: Surname here

Email: email@address.here

Street Address: Street name

City: City input

State: State input

Zip Code: 00000

Credit/Debit Information

Card Type: CardType here

Card Number: ****0000

Expiration Date: 00/0000

Print Receipt
Make Another Payment

- If this is not the correct organization, your payment will be rejected/refunded/transferred and you will not have satisfied your obligations.
- If you pay less than the required amount due you will not have satisfied your obligation.
- Once you have made your payment, you will receive a status notification (via email) of the acceptance OR rejection of your submission.

Please call 800-701-8560 if you have any questions regarding this information.

To make a payment by phone, please call.
Mon-Fri 7am-9pm and Sat-Sun 9am-6pm EST
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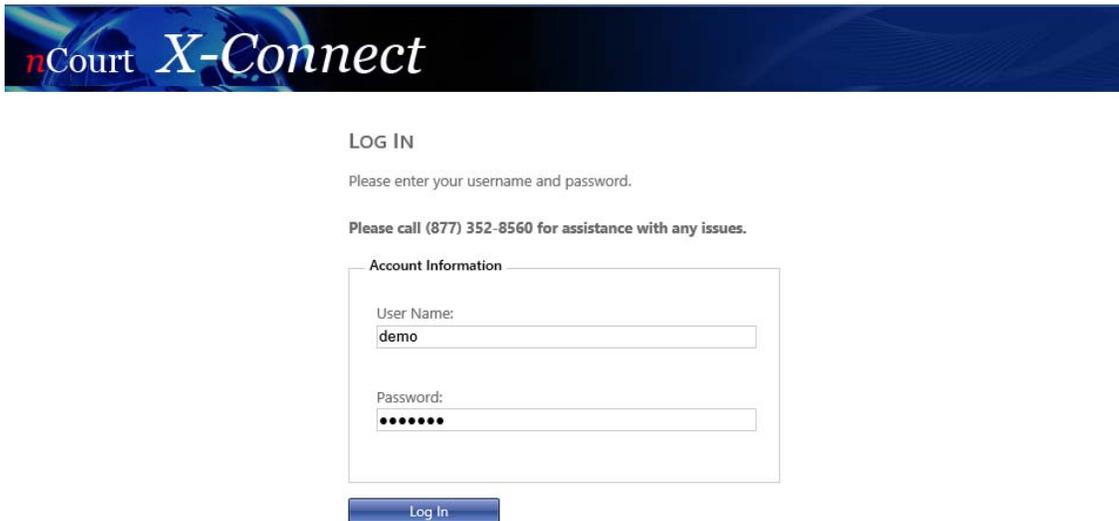
**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

Administration Portal

With all payment sites, nCourt provides customized administration portals from which payments are administered and reports are generated.

When using an integrated payment site, all transactions are automatically approved, unless otherwise required. The portal's main function is for report generation and download.

- 1) Administrator accesses X-Connect via username and password credentials



LOG IN

Please enter your username and password.

Please call (877) 352-8560 for assistance with any issues.

Account Information

User Name:

Password:

- 2) By default, the user is presented with a list of transactions processed over the last two days, but this timeframe can be altered to meet your needs. The user may filter this report using the criteria listed in the "Search Criteria" area. This data is displayed real-time.

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

The screenshot shows the nCourt X-Connect interface. At the top, there is a navigation bar with 'Dashboard', 'Reports', 'Other Services', and 'Logout'. Below this is a 'Search Criteria' section with various filters: Organization (All), Filter By (Date Paid), Start Date (4/23/2015), End Date (4/25/2015), Status (All), Processed By (All), First Name, Last Name, Citation/Item Number, and Court/Item Date. A 'Description' dropdown is set to 'Choose a description'. Below the search criteria is a 'Processed Transactions' table with the following data:

Process	Date Paid	Type	Name	Description	ID	Status	Comment	Amount
Review	4/23/2015 11:38:49 AM	Premium Citations	Benjamin Franklin	Failure to yield	112233	Approved		\$75.00
1 payments								\$75.00

At the bottom of the table, there are buttons for 'Export to PDF' and 'Export to Excel'.

3) Reconciliation Reporting

To retrieve/download reconciliation reports, the user will select “Reconciliation Reports” from the “Reports” menu.

The screenshot shows the nCourt X-Connect interface for Reconciliation Reports. The navigation bar is the same as in the previous screenshot. Below it, there is a section titled 'nCourt Demo - Citation' with a table showing the following data:

Organization	Report Date	Date Range Start	Date Range End	Amount	View Report
nCourt Demo	8/5/2014	8/3/2014	8/5/2014	\$950.00	View Report

Reconciliation reports are created and issued once a payment has been made by nCourt to an organization. It outlines in detail, all transactions for which an organization is being paid. There are 3 sections in the report: Cover Letter, Itemized Transaction List and Summary.

Example Reconciliation Report:

SECTION 1 – Cover Letter

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

nCourt TM

8/5/2014

nCourt Demo
PO Box 1888
Springfield
Woodstock, Georgia 30188

Dear Court Clerk:

This is your reconciliation report for 8/3/2014 - 8/5/2014. There were 6 transactions during this period. A total of \$950.00 will be initiated today and will appear in your account on the next business day.

If there is anything I can do for you, please call us toll free at (877) 352.8560, and thanks for supporting our service by sending people to www.ncourt.com

Sincerely,

Kathy Miller
Chief Financial Officer
nCourt LLC
www.ncourt.com

Partner ID: 0

SECTION 2 – Itemized Transaction List

Lists each transaction, in detail, for which an organization is being paid.

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

Transactions

Item Number	Description	Date Paid	Processed	Name	Comments	Amt Paid	Refund Amt	Net Amount
1234556	Citation Payment	04/02/14	08/05/14	Marshall Faulk		\$75.00	\$0.00	\$75.00
123456	Citation Payment	05/28/14	08/05/14	Kurty Warner		\$150.00	\$0.00	\$150.00
132545	Citation Payment	05/28/14	08/05/14	Kurt Warner		\$100.00	\$0.00	\$100.00
8011	Citation Payment	07/15/14	08/05/14	Joe Blow		\$150.00	\$0.00	\$150.00
07356	Citation Payment	07/22/14	08/05/14	Teresa Mock		\$375.00	\$0.00	\$375.00
12345	Citation Payment	07/24/14	08/05/14	Chester Jones		\$100.00	\$0.00	\$100.00
						\$950.00	\$0.00	\$950.00

SECTION 3 – Summary

Displays, by process date, the total number of transactions, refund and total amounts.

Transactions

Processed	Transactions	Refund Amount	Total Amount
08/05/14	6	\$0.00	\$950.00
	6	\$0.00	\$950.00

4) Marketing Materials

Marketing materials, such as stickers, self-inking stamps, business cards, flyers or signage can be ordered, free of charge, from the administration portal.

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

nCourt X-Connect

[Dashboard](#) [Reports](#) [Other Services](#) [Logout](#)

Free Marketing Materials

Order your **FREE** marketing materials here!
Specify the quantity of each item in the form below and press the 'Submit Order' button.

Stickers (Avery 5167)

Make your tax payment online or over the phone:
www.oregontaxpayments.com
or
800-701-8560
(Fees will apply)

Make your tax payment online or over the phone:
www.oregontaxpayments.com
or
800-701-8560
(Fees will apply)

OREGON.gov
Department of Revenue Electronic Services
Make your tax payment online or over the phone:
www.oregontaxpayments.com
or
800-701-8560
(Fees will apply)

OREGON.gov
Department of Revenue Electronic Services
Did you know that you can make your payment online?

The State of Oregon now offers a convenient way to make your payment online or over the phone.
Visit or Call
www.oregontaxpayments.com
1 800 701 8560

Provided by nCourt

OREGON.gov
Department of Revenue Electronic Services
¿Sabía usted que puede hacer su pago via-internet?

La State of Oregon ahora ofrece una manera conveniente para hacer su pago via-internet o por teléfono.
Visite o llame
www.oregontaxpayments.com
1 800 701 8560

Provided by nCourt

Pre-Printed Stickers
Promote your payment sites using our pre-printed stickers.

Quantity

Self-Inking Stamps
Promote your website by using our self-inking stamps on each ticket or promotional material.

Quantity

Business Cards
Hand these out with citations or mail them with your bills.

Quantity

Flyers and Signage
Use our bilingual flyers and signage throughout your office to promote your payment site.

5) Support

If the user needs help using the site, locating payments, or general information, a support page is available allowing the user to submit a support request via email or by phone.

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

nCourt X-Connect

DashboardReportsOther ServicesLogout

➔ Support

If you prefer to email a customer service representative, we are here to help. Please tell us how we can best serve you. We respond quickly!

Your Name:

Email Address:

Phone Number:

Your Organization:

How can we help?

Clerk Support Line 877-352-8560
or Email [Client Support](#)

6) User Administration

The User Administration feature provides a way for administrators to allow or restrict functions of the dashboard application to individual users. For reporting, users can be given access or restricted to various reports.

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

**Clerk Support Line 877-352-8560
or Email [Client Support](#)**

nCourt Direct API

nCourt provides a direct API for organizations to access the nCourt engine from third party applications. Instead of using an nCourt graphical user interface, an organization may design their own application and use nCourt only for transaction processing. Administrative portals and reporting are available for all direct integrations.

IVR Payment Solution

nCourt offers custom IVR solutions to receive payments from various types of organizations. Generally, the flow is as follows:

- User calls organization's designated 1-800 number
- A customized bilingual script will be played that will allow the user to speak to a live representative or to attempt to make a payment using the automated system
- If using the automated system, the user will be prompted to enter required information in order to identify their records
- If the records are found, the IVR will return pertinent information to confirm that the results are valid and give the user the ability to proceed to make a payment or perform another search
- If the user proceeds to make the payment, billing information will be entered using the touch keypad and the payment will be processed
- If payment is accepted, user will be given a confirmation number and options of how to receive a receipt.

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.

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

B-15. ANSWER:

nCourt provides 24 hours a day, seven days a week, 365 days per year availability. nCourt's data centers are fully redundant by utilizing two geographically distinct data centers located in Georgia (primary data center) and North Carolina (secondary data center). When a failure is detected in the primary data center, all services are automatically moved to the secondary data center. Once the primary center is restored, all services are automatically rolled back. Although the process of a failover to a secondary data center is instantaneous, a full propagation of the failover across the internet could take several minutes.

nCourt also utilizes server clustering within the primary data center. If certain mission-critical machines go offline, they are removed from the cluster without interfering with uptime. All other machines remain functional and the sites do not fail.

2014 – Planned maintenance: 6 hours, Unplanned maintenance: ~1 hour, 99.9% uptime

2013 – Planned maintenance: 5.5 hours, Unplanned maintenance: 2 hour, 99.9% uptime

2012 – Planned maintenance: 7.5 hours, Unplanned maintenance: 1 hour, 99.9% uptime

Possible system availability factors:

- 1) Vantiv may experience network connection issues
- 2) Simultaneous Peak 10 network issues in both data centers
- 3) External DNS failure

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:

Daily backups are performed by Peak 10 containing one week's worth of database and web server backups. In the event of disaster recovery, a valid backup will be selected and restored onto our existing database or web server cluster. During this time, all web applications will be inactive until the restore has been completed and a test has been performed on the systems to ensure stability and reliability. Once tested and approved, all web services will be restored and processing will continue.

The primary data center implements server clustering to minimize single points of failure. Web and database servers work as a cluster to handle web and SQL requests. In the instance of a server failure, the failed server is immediately removed from the cluster and all other machines will continue to function normally. Once the failed server is repaired, it is rejoined to the cluster.

In the instance of an inaccessible data center, all services are rolled to the backup data center located in North Carolina.

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.

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

B-17. ANSWER:

nCourt provides 24 hours a day, seven days a week, 365 days per year availability. nCourt is fully redundant by utilizing two geographically distinct data centers located in Norcross, GA (primary data center) and Charlotte, NC (secondary data center). When a failure is detected in the primary data center, all services are moved to the secondary data center. Once the primary center is restored, all services are automatically rolled back. Although the process of a failover to a secondary data center is instantaneous, a full propagation of the failover across the internet could take several minutes.

nCourt also utilizes server clustering within the primary data center. If certain mission-critical machines go offline, they are removed from the cluster without interfering with uptime. All other machines remain functional and the sites do not fail.

nCourt has an Incident Response Team that acts upon system outages and data breaches. This team is available 24x7 to respond to alerts, system outages, intrusion detection, or any other incident. Each member is trained to stay current with technical developments in the industry. In the event of a data center failover or server outage, the team is notified via Phone and/or email alerts. nCourt and Peak 10 continuously monitor all networks 24x7x365. Upon notification, the team leader will determine the measure of response needed.

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

B-18. ANSWER:

In the event these protocols are triggered, clients are notified via email that an outage has occurred. Clients will also be notified once service has been restored. Clients are also notified via email when the system is offline for maintenance. All web traffic will be routed to a “down for maintenance” page until service has been restored.

B-19. How fast will normal transaction processing be restored in the event of a disaster or emergency?

B-19. ANSWER:

Depending on the severity of the disaster or emergency, normal transaction processing could resume within a few minutes. Other issues, such as the restoration of the database from a backup, could take several hours. This has never happened, although we plan for those contingencies.

B-20. What steps does the Bidder take to ensure no disruption of client services or steps to mitigate disruption of client services?

B-20. ANSWER: Every effort is made to ensure no disruption of client services.

nCourt has historically had a 99.9% system up time ensuring you and your citizens of disruption-free service. We achieve this by employing a fully redundant system in two geographically distinct data centers located in Georgia (primary data center) and North Carolina (secondary data center). When a failure is detected in the primary data center, all services are moved to the secondary data center. Once the primary center is restored, all services are automatically rolled back. Although the process of a failover to a secondary data center is instantaneous, a full propagation of the failover across the internet may take several minutes.

nCourt also utilizes server clustering within the primary data center. If certain mission-critical machines go offline, they are removed from the cluster without interfering with uptime. All other machines remain functional and the sites do not fail.

nCourt has an Incident Response Team that acts upon system outages and data breaches. This team is available 24x7 to

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

respond to alerts, system outages, intrusion detection, or any other incident. Each member is trained to stay current with technical developments in the industry. In the event of a data center failover or server outage, the team is notified via Phone and/or email alerts. nCourt and Peak 10 continuously monitor all networks 24x7x365. Upon notification, the team leader will determine the measure of response needed. Additionally, in the event of a planned weather event near our call center, we house our agents nearby to ensure their safety and ongoing call center operations.

B-21. How do the Disaster Recovery Capabilities or COP protocols compare to industry leaders?

B-21. ANSWER:

nCourt provides the same protocols as industry leaders.

B-22. 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-22. ANSWER:

No. They have not been triggered in the past two years. These protocols are tested quarterly.

B-23. CARDINALITY. 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 of responsible parties).

B-23. ANSWER:

Our system provides One-to-One and One-to-Many transactions and can be easily modified to handle Many-to-One transactions if required.

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:

Yes, the system utilizes web services for real-time transactions. The system can call or receive connections from business applications, given valid advanced programmer interfaces (API).

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

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: The entity will receive email notification of each successful transaction that will supply to each entity an invoice number that is unique to the transaction.
B-26. Forward transactions to Vantiv for processing real time or batch.
B-26. ANSWER: Transactions are forwarded to Vantiv for authorization and processing in real time.
B-27. Daily batch close or cutoff times must be consistent for Commonwealth merchant entities.
B-27. ANSWER: Vantiv closes nCourt batches at 12 midnight EST, there is some flexibility with Vantiv batch close time. That settlement time should be noted in the agreement between Vantiv and the Commonwealth entities.
B-28. Settlement files, remittance files, and funds deposited in specified bank accounts must reconcile with each business day's transactions.
B-28. ANSWER: nCourt reporting will provide details of transactions submitted to nCourt's system that reconciles to the Vantiv reporting batch. Any discrepancies will be identified in exception reporting.
B-29. All transactions must be settled each day regardless of amount (no minimum dollar thresholds).
B-29. ANSWER: No minimum settlement threshold exists for nCourt, Vantiv may have a minimum threshold for settlement that would be determined by the Commonwealth's agreement with Vantiv.
B-30. All transactions must be settled within 24 hours of the close of each business day, or sooner.
B-30. ANSWER: Transactions are settled at batch close, batch close will be determined by the organizations agreement with Vantiv. Vantiv's batch close is set to 12:00 midnight EST. That said, to ensure there are no discrepancies in transactions straddling periods, we set transaction batch cut-off times to 2 minutes prior to 12:00 midnight to ensure all transactions are processed in the appropriate period.
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:

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

Transactions are settled at batch close, batch close will be determined by the organizations agreement with Vantiv. Vantiv's batch close is set to 12:00 midnight EST. That said, to ensure there are no discrepancies in transactions straddling periods, we set transaction batch cut-off times to 2 minutes prior to 12:00 midnight to ensure all transactions are processed in the appropriate period.

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:

A reconciliation report is available daily to each organization at provided email addresses. Reporting is provided in PDF but XML and CSV formats can also be made available.

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:

Reporting can be provided at multiple organizational levels. Sub reporting can be delivered directly to the entity and master reporting (rolled up by Commonwealth entity) can be provided to the Commonwealth as designated.

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:

Required information fields can be identified by the organization or entity and reported in the daily reconciliation report and other reporting can be developed for a daily settlement or remit file to interface with MMARS or other internal application. Report development and formatting will part of the implementation and onboarding services provided by nCourt.

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:

Required information fields can be identified by the organization or entity and reported in the daily reconciliation report and other reporting can be developed for a daily settlement or remit file to interface with MMARS or other internal application. Developing reporting for the MMARS reporting format will part of the project development and implementation and onboarding phase.

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

B-36. ANSWER:

Transactions that occur outside of designated parameters: e.g. size, frequency, location can be provided on daily exception reports and will also be reviewed internally by nCourt's loss prevention department.

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

CUSTOMER EXPERIENCE
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: The nCourt payment platform is designed to be highly customizable. The “look and feel” can be edited to match your organizational needs. Data fields may be added or removed. Entity logos and banners can easily be inserted. Special process steps can also be implemented. Of our over 2,000 customers, most have unique requirements.
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: Payment verifications provided: <ul style="list-style-type: none"> • Email receipts and confirmations • Text Messaging • Printable receipts (on-screen) • Payment history is available on sites requiring login credentials
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: For sites where login credentials are required, payment history can be accessed. Generally, length of time is 5 years, but is negotiable.
B-40. Are your solutions (web, IVR, and customer service) available in other languages? If so, please specify.
B-40. ANSWER: All solutions are available 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: A Commonwealth entity will access a customer’s payment history through an administrative portal. Currently there is no time restrictions placed on historical data, although restrictions could be placed in the near future. We are open to setting these parameters to meet your needs.
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

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

by user or role? Please describe.
B-42. ANSWER: Currently all administrators have access to all payment data for their assigned organization(s). No full credit card account numbers are ever stored in the nCourt solution. All users view only masked account number data. Administrators have the ability to assign specific access to each user.
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: Rollup functionality is available. If an administrator has all rights to all organizations, the report data may be filtered and displayed only for specific organizations. An administrator would not need to login to each organization portal separately.
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: Yes. We have customized reporting that is available in real time, so this can be accessed at any time.
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. <ul style="list-style-type: none"> • Administrative portal reporting • Hit and web traffic reporting can be made available • Multiple call center metrics are available (e.g. payment take rate, short abandon times, long abandon times, call volume, average call length, call wrap codes, etc.
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: nCourt's payment processing solution supports Visa and MasterCard credit and debit cards, American Express and ACH, regardless of the Commonwealth organization utilizing our payment processing services.
B-47. Describe what payment channels your solution incorporates (ex. Web, IVR, Live Agent/Call Center, mobile, kiosk, other, etc.).
B-47. ANSWER: nCourt's payment processing solution allows citizens to make payments via the web, mobile device, through an automated IVR, through our live-bilingual call center, via a payment kiosk or through a web POS
B-48. Describe any additional methods of payment the solution accepts in addition to the required methods above.
B-48. ANSWER: Users of our service can also make their payments using ApplePay.
B-49. Does the solution require a minimum number of transactions or dollars per month/quarter/year? Identify any costs

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

or minimums associated in the cost proposal.
<p>B-49. ANSWER: There are no minimum transaction thresholds or dollars per month required to utilize our services. Payment kiosks, including installation, service and maintenance are provided to the organization, if desired, using our services free of charge when the monthly transaction volume for that organization exceeds \$30,000 per month in credit and debit payments. If the monthly transaction volume does not meet our minimum thresholds, we will provide the payment kiosk at our cost, currently \$5,127 including installation and field service and maintenance for three years. Web POS are provided to the organization using our services free of charge when the monthly transaction volume for that organization exceeds \$2,000 per month credit or debit payments. If the monthly transaction volume does not meet our minimum thresholds, we will provide the web POS at our cost, currently \$300.</p>
<p>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</p>
<p>B-50. ANSWER: Yes. The flexibility of our solution allows for bill presentment, overpayments and partial payments.</p>
<p>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?</p>
<p>B-51. ANSWER: The nCourt system does not allow for payers to choose the date their transaction will settle. Payments are transacted in real time and settled at batch close.</p>
<p>B-52. Does your solution allow scheduling recurring payments? If so, explain.</p>
<p>B-52. ANSWER: Yes. The flexibility of our solution allows for partial payments, recurring payments and payments between multiple entities.</p>
<p>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).</p>
<p>B-53. ANSWER: Yes. Using frames, the user never leaves the entity's website, therefore the session should not be lost. If frames aren't used, the calling application will need to provide a return web page to maintain the session.</p>
<p>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.</p>
<p>B-54. ANSWER: We do not offer integration with hosted secure shopping cart solutions. All shopping cart functions are maintained within the nCourt payment application. We do, however, offer a PayPal payment method when making payments, if this is desired.</p>
<p>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).</p>
<p>B-55. ANSWER: nCourt's system has split funding (splitting of payments) functionality. We recognize that government entities need the ability to split payments into separate funds (or accounts). We have devised several methods for splitting these accounts</p>

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

based on your business rules. Our reconciliation reports reflect each individual fund separately.
REMITTANCE, RECONCILIATION, AND SETTLEMENT OPERATIONS.
B-56. Describe how your solution supports the Commonwealth entities' daily reconciliation process.
B-56. ANSWER: Our solution provides each entity a dashboard and a reconciliation report in either PDF or XML format that reconciles to daily transactions on the processor.
B-57. Each Commonwealth entity requires daily reports representing the day's batch totals. Describe your ability to support this requirement.
B-57. ANSWER: Batch totals will match reconciliation reports as well as dashboard totals.
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: Our custom payment dashboard provides flexibility in reporting, thereby enabling multiple merchant accounts to be combined into one report. This will enable you to see activity for all applicable merchant accounts combined into one report.
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: As clarified during contract negotiations, nCourt will generate a daily XML file of remittance data and can be pushed to the Commonwealth. It can also be pulled by the Commonwealth from nCourt FTP server, is desired.
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: Reporting can be provided on multiple levels and with specific organizations or entities as requested. nCourt will work with each organization to build and test requested reporting and the provide tools for the entity to run reports on an ad hoc basis at any time. As entities are added, reporting can be adjusted through a development process between nCourt and the organization.
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: Reporting can be provided on multiple levels and for all organization or entities as requested. nCourt will work each organization to build and test requested reporting and then provide tools for the entity to run reports on an ad hoc basis at any time. As entities are added reporting will update to include added entities.
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: nCourt will supply system generated reconciliation reports to entities each day. Any discrepancies between settlement

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

<p>amount and reported amount would be researched at nCourt independent of requests from the organization and will be provided on daily exception reports with specific resolutions identified. Any further discrepancies should be reported to nCourt upon detection and nCourt will research and resolve identified issues.</p>
<p>B-63. Describe the availability of funds for payments processed through your solution for each payment type (ex. credit card, ACH, etc.).</p>
<p>B-63. ANSWER: Funds will be directly settled to the entities from Vantiv and Sage. Funds will become available to entities based on settlement schedule identified in the agreement between Vantiv, Sage and the Commonwealth.</p>
<p>B-64. Describe the process for credit card chargebacks, refunds, and ACH returns, and any associated notifications.</p>
<p>B-64. ANSWER: Full chargeback and ACH return support is provided by nCourt’s loss prevention department. nCourt provides research and collection activities in efforts to ensure each entities funds are protected. nCourt will request support from the organization including, but not limited to, documentation and account history in its efforts to recover funds in cases of suspected fraud. Refunds requested by the organization will be processed through nCourt and will reduce the net settlement to the organization the next day. nCourt can provide refund activity reporting on the daily report or provide separate refund reporting if required.</p>
<p>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?</p>
<p>B-65. ANSWER: Daily reconciliation report summaries will be reviewed systematically at nCourt to ensure that batch totals reported by Vantiv are equal to system generated reporting provided to the organization. Any discrepancy will produce exception reporting and will be reviewed by nCourt’s disbursement team for resolution.</p>
<p>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.</p>
<p>B-66. ANSWER: Daily settlement at 12 midnight EST through Vantiv/Sage and the 2 minute gap period in nCourt processing at 2 minutes prior to 12:00 midnight each day ensures that each day’s funds are segregated to the proper close period and deposited separately each day, including month, quarter and year end close. Daily reporting from nCourt will reconcile to deposits from Vantiv.</p>
<p>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?</p>
<p>B-67. ANSWER: nCourt provides access to reports through the administration portal (X-Connect) and by email. The online reports allows for downloads in PDF, CSV and XML formats.</p>
<p>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.</p>
<p>B-68. ANSWER: nCourt will not charge the Commonwealth for web hosting services, ACH or IVR or other fees. Our services are free of charge to the Commonwealth. nCourt’s fees are paid by citizens using our services, therefore there is never any netting of fees from the organization’s using our services. nCourt’s fees are inclusive of merchant processing fees and will be paid to Vantiv and/or Sage directly by nCourt.</p>
<p>B-69. Are there any low dollar thresholds that would prohibit daily settlement?</p>
<p>B-69. ANSWER:</p>

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

No low dollar thresholds prohibit daily settlement with nCourt. Any settlement thresholds with Vantiv/Sage would be indicated in the agreement between Vantiv/Sage and the Commonwealth.

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:

Yes. nCourt, working with its partner Vantiv/Sage, will provide next day settlement for credit card and ACH. nCourt will absorb the cost of all chargebacks from the fees nCourt collects from citizens using our services. The Commonwealth will have no liability for chargebacks.

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:

Reporting for prior days transactions will be available before 3:30PM EST next day. Reporting will be available via requested method or all methods (dashboard, download, email) before 3:30PM EST next day.

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:

nCourt participates in and is in compliance with the Visa Government Higher Education Program. nCourt has been a part of this program for several years and currently all of our government entity clients have been implemented under the guidelines of this program.

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:

For those entities transmitting cardholder information on their systems, nCourt provides an API in which payment information is transmitted securely without using a hosted payment page. nCourt would work to transition the hosted pages to the nCourt hosting environment.

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:

Minimum requirements:

- Internet Explorer (Version 8 or higher)
- Chrome (all versions)
- Firefox (Version 3 or higher)
- Opera
- Safari

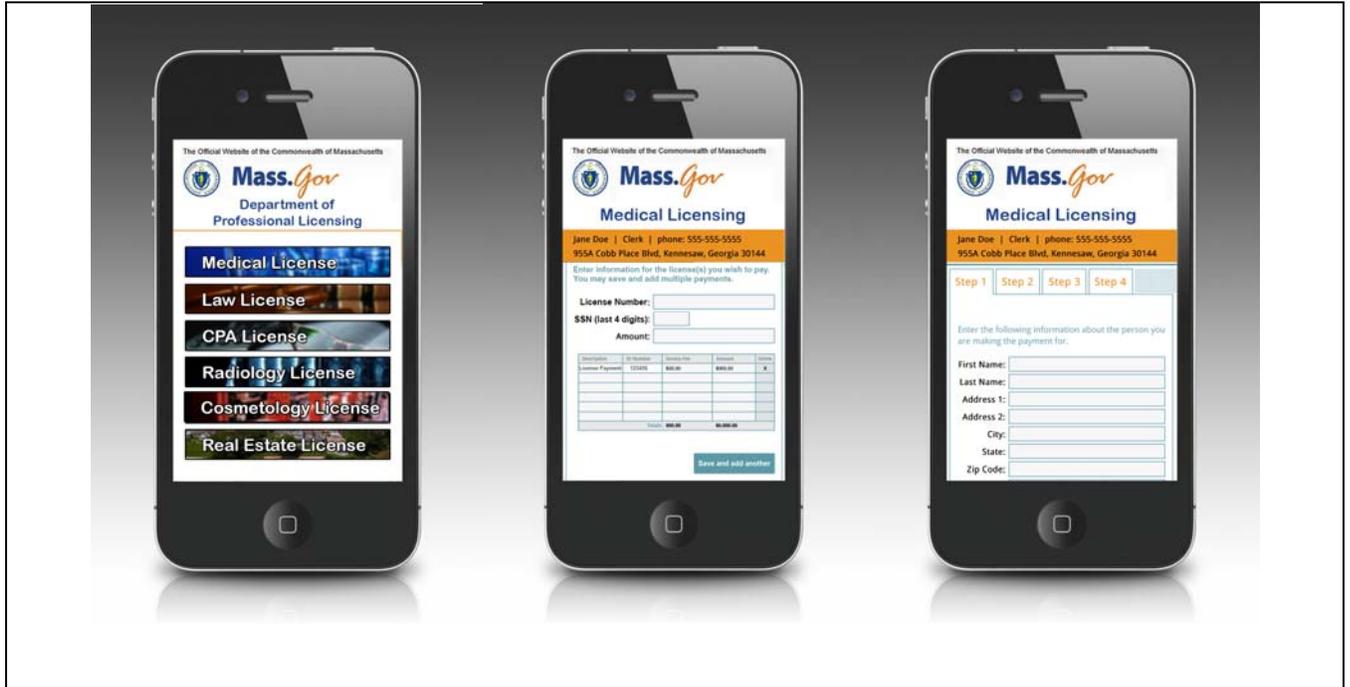
Special Settings:

- Javascript must be enabled

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

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: No additional hardware or software is required.
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: nCourt has a separate test environment for projects in development. We prefer to disconnect the test environment after a project goes live, however, it can be left functional for a specified period of time based on Commonwealth requirements.
B-77. Describe availability for live customer service and test support EST.
B-77. ANSWER: nCourt will provide an IT Hotline 24/7, excluding Christmas and Thanksgiving. Test Support: Mon-Fri 8:30am – 5:30pm EST
B-78. Describe the payment solution’s software upgrade model.
B-78. ANSWER: With the exception of various applications needed for integration, there is no software installed on client machines, therefore there is no need for upgrade downloads and installation. All services provided by nCourt are strictly web-based and all upgrades and maintenance tasks are performed by nCourt during off-peak hours. In the event that an integration application needs an update, a manual upgrade path will be provided.
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: nCourt has sole responsibility for setting product strategy and solution development.
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.
B-80. ANSWER: As mobile technology becomes more predominant, nCourt payment solutions are mobile-friendly. Payment site interfaces are optimized to work with Android and iOS mobile devices (phones and tablets). nCourt has successfully implemented mobile solutions in many of the payment websites provided to government organizations across the nation, including (but not limited to) City of Reno and Suffolk, NY. By making our payment services mobile-friendly, we have seen that up to 20% of web traffic is directed through these sites.

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**



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

B-81. ANSWER: nCourt provides free-standing kiosks and payment workstations (dedicated CPU and Monitor) as unattended payment solutions. Both are strategically placed to maximize utilization. Both items are generally ‘locked down’ to only access an organizations payment website.

Free-Standing Payment Kiosk



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**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

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:

- P2PE technology – Card data is encrypted in the POS swipe device using a security key injected into the card reader by a third party. The card data can only be decrypted at the card processor (Vantiv). nCourt cannot decrypt the data.
- Tokenization – For those payment solutions requiring recurring payments, tokens can be retained in our database that allow processing of future transactions without needing to input account numbers multiple times. This is 100% PCI compliant.

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. When using the administration portal (X-Connect), administrators may allow access or restrict users from running certain reports using the “User Administration” feature below:

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- 1) Detailed transaction reports show all payments based on specified criteria. They are available 24x7x365 via the administrator portal (X-Connect). Results may be exported in PDF, Excel and XML formats.

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

The screenshot shows the nCourt X-Connect interface. At the top, there is a navigation bar with 'Dashboard', 'Reports', 'Other Services', and 'Logout'. Below this is a 'Search Criteria' section with various filters: Organization (All), Filter By (Date Paid), Start Date (4/23/2015), End Date (4/25/2015), Status (All), Processed By (All), First Name, Last Name, Citation/Item Number, and Court/Item Date. A 'Description' dropdown is set to 'Choose a description'. Below the search criteria is a 'Processed Transactions' section with a table of transactions.

Process	Date Paid	Type	Name	Description	ID	Status	Comment	Amount
Review	4/23/2015 11:38:49 AM	Premium Citations	Benjamin Franklin	Failure to yield	112233	Approved		\$75.00
1 payments								\$75.00

Below the table are buttons for 'Export to PDF' and 'Export to Excel'.

- 2) Reconciliation reports show all payments for which an organization is being paid. Refunds are also included. These reports are accessible 24x7x365 via the administration portal (X-Connect). Organizations will also receive these via email. If an organization is setup to have payments “split” into multiple funds, the reconciliation report will also reflect the “split” transactions. These reports are available in PDF format only, however, the actual transactions can be exported in XML and CSV format.

To download a reconciliation report, an administrator would click the “View Report” button from the dashboard.

The screenshot shows the nCourt X-Connect dashboard. At the top, there is a navigation bar with 'Dashboard', 'Reports', 'Other Services', and 'Logout'. Below this is a table titled 'nCourt Demo - Citation' with the following data:

Organization	Report Date	Date Range Start	Date Range End	Amount	View Report
nCourt Demo	8/5/2014	8/3/2014	8/5/2014	\$950.00	View Report

- 3) See response attachment examples:

See Response Attachments:

- nCourt_WklyReconRpt.pdf
- nCourt_WklyReconRpt1.pdf
- nCourt_TransRptPDF.pdf
- nCourt_TransRptCSV.csv

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

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:

- 1) nCourt will perform multiple onsite visits to the Commonwealth and various organizations to determine project scope and requirements for each entity. Group meetings, conference calls and personal interviews will be necessary. Any existing payment site will be reviewed.
- 2) Requirement documentation will be produced and submitted to the Commonwealth for acceptance. Each requirement document will contain any changes needed to existing websites, resource requirements and testing methods and plans.
- 3) Once scope has been determined, a project plan (or multiple plans) will be created and jointly accepted between nCourt and the organization before proceeding with implementation.

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:

Once development begins, each site will be deployed to the nCourt test environment and reviewed by each entity. Once accepted, the site will be deployed to the live system and final tests will be performed. A “go live” date and time will be jointly determined, based on optimal off-peak hours, ensuring minimal disruption (if any) to normal day-to-day business.

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:

nCourt offers multiple solutions to establish connectivity to the existing State web sites or business applications. Actual connectivity methods would be determined at time of requirement discovery. However, general connectivity methods include:

- Real-time connectivity via web services
- Bulk upload of data via FTP, SFTP
- If necessary, VPN connections could be made available
- nCourt will provide links to post on existing web sites
- An XML interface would be built for MMARS integration

Generally, transition times and required resources are minimal. Times normally range from 2 to 6 weeks for each entity, based on level of integration into existing systems and required customizations. Multiple sites will be developed and tested simultaneously.

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.

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

B-87. ANSWER:

Sample Cutover Schedule

Phase	Activities	Duration	Resources
Phase I– Interface set-up	<ul style="list-style-type: none"> • Create integration interface (web service, data extract) • Gain access to a test environment 	10 days	nCourt IT
Phase II- Test Interface	<ul style="list-style-type: none"> • nCourt Gateway System Test, payment, administration dashboards and import/reconciliation process 	5 days	nCourt IT and entity designated reviewer
Phase III-Onboarding/ User Acceptance Testing (beta testing/training of applications)	<ul style="list-style-type: none"> • Customer testing/training of deliverables via webinar or live (on-site) training with key personnel. • Includes lag days for change control of beta applications 	10 days	nCourt IT and entity designated users
Phase IV– Go Live Date	<ul style="list-style-type: none"> • Implementation meeting with key personnel and staff 	5 day	nCourt IT and entity designated users

Eligible Entity Responsibilities

The majority of the work completed during project implementation, training, and support will be performed by nCourt staff. Below is a detailed list of the participation and estimated time required by Commonwealth entity administrative staff.

- Kickoff meetings (1 hr.)
- Requirement gathering sessions (1 to 2 hrs.)
- General touch base meetings (4 hrs. ...1 hr. per week)
- Acceptance testing of the beta site (1 hr.)
- Training (1 hr.)
- Go-Live meeting (30 min.)

Total Time: 9 – 10 hrs. over the course of 30 days per entity

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:

nCourt will 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-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.

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

B-89. ANSWER:

The nCourt payment solution will require additional custom development and will be performed by nCourt IT personnel. We do not foresee the need for an outside vendor.

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

B-90. ANSWER:

Primary contacts will be designated for each Commonwealth entity and nCourt. All communication will be between both contacts, unless stated otherwise. Communication will be via email or phone. Email communication will copy all necessary parties.

Primary contacts will be designated for contract management for the Commonwealth and nCourt. All communication will be between both contacts, unless stated otherwise. Communication will be via email or phone. Email communication will copy all necessary parties.

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

B-91. ANSWER:

nCourt will design and create custom payment sites tailored to each organization in the Commonwealth for payment services. The payment site will be branded as the Commonwealth organization's payment site. However, if permitted, we will add a "Powered by nCourt" tag line at the bottom of each payment site. That said, this is not a requirement.

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:

nCourt's implementation methodology is focused on setting each new location up for success quickly while preparing them for a successful launch. The table below displays our approach and the activities performed in each phase. Implementations typically take between 30 and 45 days to complete depending on the complexity of the integration.

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

Phase	Activities
Phase I– Round Trip Interface set-up	<ul style="list-style-type: none"> • Create web service or FTP paths (API) • Gain access to a test environment
Phase II – Round Trip Interface Development/Programming	<ul style="list-style-type: none"> • nCourt to Entity Interface • Automation of interfaces • Unit Test Interfaces
Phase III- Test Interface	<ul style="list-style-type: none"> • System Test Round Trip extract, payment and import/reconciliation process
Phase IV – Onboarding/ Creation of payment website	<ul style="list-style-type: none"> • Customizations of exterior display of payment website • Disclaimers/messages
Phase V-Onboarding/ Creation of IVR and Toll Free Number	<ul style="list-style-type: none"> • Scripting of IVR • Testing of IVR and Toll Free Number • Marketing Material preparation
Phase VI-Onboarding/ User Acceptance Testing (beta testing/training of applications)	<ul style="list-style-type: none"> • Customer testing/training of deliverables via webinar or live (on-site) training with key personnel. • Includes lag days for change control of beta applications
Phase VII – Go Live Date	<ul style="list-style-type: none"> • 30 minute phone, webinar, or onsite implementation key personnel and staff

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

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:

nCourt will hold multiple meetings with each entity during the implementation phase to ensure a successful launch. These meetings will be attended by senior personnel from nCourt, key implementation team leaders and Commonwealth personnel. Once launched, the account will be managed on a day to day basis by dedicated Client Success Managers. Client Success Manager will schedule periodic meetings with each entity to review program operations, ensure continued success of the program, Commonwealth organization satisfaction, inform you of best practices and industry trends and to identify ways to increase utilization of the electronic payment solution.

Reporting is provided on multiple levels and with specific entities as required. Reporting will be customized to fit the needs of the organizations using our services. Our billing is very intuitive and can also be customized to meet the needs of the organizations using our services. We will work with each entity to build and test requested reporting and the provide tools for the entity to run ad hoc or standard reports at any time. As entities are added, reporting can be adjusted through a development process between nCourt and the entity.

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:

Discrepancies in reconciliation reports and billing issues are rare due to the real-time access provided by our electronic payment solution. That said, our billing specialists review all reconciliation and transmission reports on a daily basis and resolve any identified issues as they may arise. If an organization using our services identifies a billing, reporting, reconciliation or any other issue, they can reach out to us via the dedicated Client Support hotline or via email. The Client Support team will work with the organization and appropriate nCourt department to drive the issue to resolution.

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.

B-95. ANSWER:

A dedicated Client Success Manager, residing in the state of Massachusetts, will be assigned to support the Commonwealth entities with any issues or questions as they arise. The Client Support and Call Center team will also be sufficiently staffed to meet forecasted call volume and service level expectations. In terms of implementations, nCourt's Client On-boarding team is capable of and experienced in managing multiple implementations at any given point in time. nCourt prides itself on being very responsive to the needs of its clients. Our staff will be available to the Commonwealth any time the need arises.

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

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

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. Our dedicated Client Support hotline, staffed by our Client Support team agents, is available to answer your questions by phone and email from 8:00 am EST through 6:00 pm EST. For email support, we will respond within 30 min. of arrival. We also provide online help 24/7/365 via each entities custom payment dashboard.
- B. Normal business hours: 95% of calls answered within 30 seconds of arrival. Emails are responded to within 30 min. of arrival. After hours and weekend support: Phone calls and emails will be responded to within 30 min. of arrival.
- C. nCourt closed Thanksgiving Day and Christmas Day. However, we do provide email and phone support during these days for critical issues.
- D. nCourt's customer care Call Center agents and Client Support agents are located at our headquarters in metro Atlanta, GA.
- E. nCourt's facilities are PCI level 1 compliant. Only authorized personnel have access and the computer terminals used by our agents have security controls in place to prevent unauthorized use. nCourt also has several policies in place to protect customer information. These include a clean desk policy (no paper or pens) and a no cell phone policy to eliminate unauthorized communication. We also have security cameras throughout the facility.

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

B-97. ANSWER:

The nCourt On-boarding team will work with Commonwealth entity personnel to provide training via webinars and/or in-person if required. Our payment system is designed to ease the administrative burden on the entity by being highly intuitive and user friendly. That said, in the event there ever is a need for additional help, our Client Support team, available through the client support hotline, is dedicated to program administrator support.

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:

nCourt will provide Commonwealth entities with marketing materials, free of charge, for use in their facilities. These include posters, stickers, postcards, business cards, electronic banners, and physical banners. We also have capabilities to provide other customized types of marketing materials as needed by the entity. These would also be free of charge.

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:

There is no invoice to nCourt customers. The nCourt convenience fee based model is structured so there is never any billing to the Commonwealth organizations implementing our electronic payment processing solution. The convenience

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

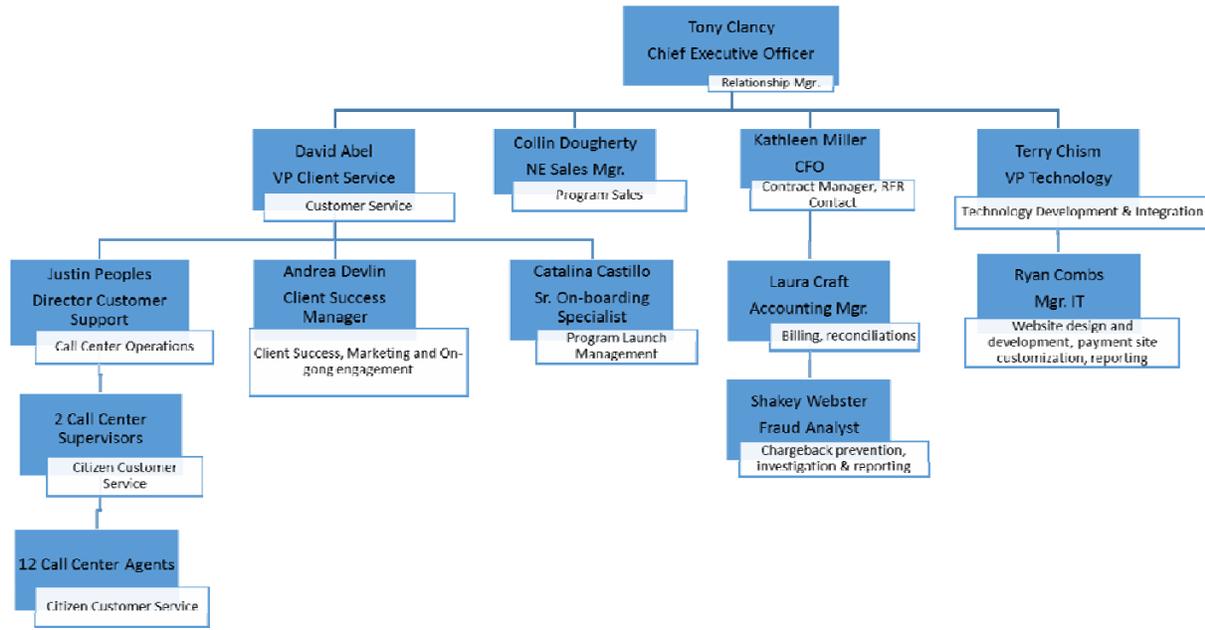
<p>fee charged by nCourt is paid by the citizens using our service. All fees due to Commonwealth organizations will be directly settled to Commonwealth accounts. There will be no netting of fees from those funds. nCourt's convenience fee includes all merchant processing fees and ACH fees.</p>
<p>B-100. Confirm that the invoice will be delivered timely on the previous month's activity and that all fees will be paid monthly in arrears.</p>
<p>B-100. ANSWER: n/a There is no invoice to nCourt customers. The services are free to the Commonwealth.</p>
<p>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.</p>
<p>B-101. ANSWER: n/a There is no invoice to nCourt customers. The services are free to the Commonwealth.</p>
<p>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.</p>
<p>B-102. ANSWER: n/a There is no invoice to nCourt customers. The services are free to the Commonwealth.</p>
<p>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).</p>
<p>B-103. ANSWER: n/a There is no invoice to nCourt customers. The services are free to the Commonwealth.</p>
<p>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.</p>
<p>B-104. ANSWER: n/a There is no invoice to nCourt customers. The services are free to the Commonwealth.</p>

RFR RESPONSE PART C- ORGANIZATIONAL STRUCTURE KEY PERSONNEL

<p>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.</p>

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

C-1. ANSWER: The team that will be responsible for the successful implementation and on-going operation of the Commonwealth's electronic payment solution is as follows:



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: nCourt is compliant with all licensing and certification requirements necessary to fulfill our obligations under this RFR and we are committed to retaining all required licensing and certification throughout the term of this agreement as required.

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

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.

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

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

Individual Name: Tony Clancy

Title: Chief Executive Officer

Telephone: 770-293-1838

Mobile Phone: 404-861-3113

Email Address: clancy@ncourt.com

Fax: 888-912-1540

Available hours: 24/7



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: Tony comes to nCourt following a 30-year career at Accenture where he held various leadership roles. During his tenure at Accenture he served in multiple Chief Operating Officer (COO) roles, including as COO for the multibillion dollar Global Products Industry. Long-term government clients of Tony's included the US Department of Defense, the Department of Health and Human Services, the District of Columbia Tax Authority and the UK Department of Social Services. Other notable non-governmental clients included Bank of America, Marriott, Delta Air Lines, Boeing, FedEx and the Bank of Ireland. Tony graduated from Rutgers College of Rutgers University. He has an MA in Industrial/Organization Psychology from the University of Akron, and was an Advanced Leadership Fellow at Harvard University (2012-13). Tony will be the lead engagement manager for the Commonwealth and will meet with the Office of the Comptroller on quarterly basis throughout the term of the agreement to ensure your continued satisfaction with nCourt's services and support. Tony will be the Commonwealth point of contact should any issue arise that requires executive level escalation.

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

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

Individual Name: Kathleen Miller, CPA
Title: Chief Financial Officer
Telephone: 770-293-1833
Mobile Phone: 404-849-5669
Email Address: kmiller@ncourt.com
Fax: 888-912-1540
Available hours: 24/7



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: For more than 20 years Kathy has led the finance, accounting and administrative functions for high-growth companies. Currently, Kathy serves as the Executive Sponsor for the Arizona Supreme Court Administrator of Courts statewide Electronic Payments Solution contract. Kathy will be the corporate executive that will handle all contract questions, negotiations and will enter into the contract with the Commonwealth on behalf of the Company. Kathy will be responsible for resolving any operational issues that require escalation to senior management. Kathy is the relationship manager for our partnership with Vantiv/Sage and she will oversee the billing, reporting and reconciliation functions. Kathy has a BS in Accounting, cum laude from Alfred University and is a NY State Certified Public Accountant.

Customer Service.

Identify the process that Eligible Entities should follow to get assistance with services, whether the Bidder provides technical support to Eligible Entities via a toll-free telephone number during normal 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 in the course of an engagement; therefore, this section should be as detailed as possible. Details must be inserted below.

Customer Service Telephone: 877-325-8560
Mobile Phone:
Email Address: clientsupport@ncourt.com
Fax: 888-912-1540

Insert details of customer services options: Our dedicated Client Support hotline, staffed by our Client Support team agents, are available to answer your questions by phone and email Monday – Friday from 8:00 am EST through 6:00 pm EST. We also provide online help 24/7/365 via the payment dashboards deployed for each entity.

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

Other information: 95% of calls answered within 30 seconds of arrival. Emails responded to within 30 min. of arrival. After hours and weekend support: Phone calls and emails will be responded to within 30 min. of arrival.

Key Personnel - Individual Name: David Abel
Title: Vice President of Client and Citizen Services
Telephone: 770-293-1840
Mobile Phone: 404-536-1249
Email Address: dabel@ncourt.com
Fax: 888-912-1540



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. For the past twenty years, David has focused his career on leading customer care operations by driving process and technical improvements that decrease operational costs while improving customer satisfaction. David and his team of client on-boarding and client support specialists will be key resources to the Commonwealth throughout the program launch process and on-going working relationship. The Client Support team is a team of dedicated professionals specifically dedicated to supporting our clients. Should any question or problem arise, the organizations will have a dedicated client support hotline number to call into the Client Support team. David holds a Bachelor of Science in Economics degree from Clemson University and an MBA from Georgia State University.

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

Key Personnel - Individual Name: Justin Peoples

Title: Director of Call Center Operations

Telephone: 770-293-1815

Mobile Phone: 678-516-2022

Email Address: jpeoples@ncourt.com

Fax: 888-912-1540



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.

For more than twenty years, Justin's career has been focused on call center operations in the Technology and Communications space. He has a wealth of knowledge and experience in driving efficiency, instituting workforce management best practices as well as quality assurance. Our professionally trained bi-lingual call center agents, who are training in payment processing services, will work with your citizens who have questions about their payment or prefer not to make payments on-line. Our call center is PCI compliant and using state of the art technology. Additionally, we closely monitor call center agent performance to ensure your citizens are experiencing the highest level of customer service each time they call. Justin is a six sigma green belt.

Justin has a BA in Marketing from Georgia State University and a MBA from California Coast University.

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

Key Personnel - Individual Name: Ryan Combs

Title: Manager, Development

Telephone: 770-293-1816

Mobile Phone: 678-910-1518

Email Address: rcombs@ncourt.com

Fax: 888-912-1540



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.

Ryan has been with nCourt in our technology group for 7 years and is currently serving in the role of Software Development Manager. Ryan brings a wealth of knowledge in developing custom integrations for third party as well as in-house developed CIS and CMS systems and in custom web-site design. Ryan is supported by a team of developers, IT telephony and quality assurance resources to ensure the payment website design, IVR design, process flows and the CIS integration process meets your specifications, are user friendly, and provide the county with real-time reporting and transaction level detail through our custom payment dashboard. Ryan has a BS in Computer Science from Kennesaw University. Ryan reports to Terry Chism, our VP of Technology.

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

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

Individual Name: Andrea Devlin
Title: Client Success Manager
Telephone: 770-293-1826



Andrea has been with nCourt in the role of Client Success Manager since 2014. Andrea will be dedicated to the success of the Commonwealth payment processing program and will be your day to day point of contact for management and monitoring of the success of your program. Andrea will also work with you as you consider expanding the program to include other organizational services as well. Andrea will conduct periodic account reviews with you, help you brainstorm ideas for marketing the program, identify opportunities to increase utilization, keep you apprised of best practices and industry trends and answer any questions you may have about the program and direct you to the right resources within the company should you need additional support. Andrea has a Bachelors of Arts in Anthropology from the University of South Carolina.

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.

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

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: Dover Solutions, Inc.

Phone: # (770) – 434-3040

Fax: (770) – 434-3345

Email Address: info@doverstaffing.com

Does this subcontractor have Supplier Diversity SDO certifications? (See [Supplier Diversity Office \(SDO\)](#)): Yes. Dover Solutions is an SDB, WBE, MBE, DBE and WOSB certified organization.

- 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 in order to perform the services under this Contract.
- d) Other relevant information, pricing, contingencies, requirements related to use of this subcontractor that will impact use of the Contract.

a) Performance Responsibilities: Dover Staffing will provide call center agent staffing services for our call center

b) Back up Plan: nCourt will select another SDO certified staffing services company to provide call center staffing in the event Dover Solutions are unable to perform services under this contract.

c) Other Documents not required: Confirmed, 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 in order to perform the services under this Contract

d) Other relevant information: None

Subcontractor Firm/Agency:

Phone: # ()

Fax:

Email Address:

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

Description of performance responsibilities

Subcontractor Firm/Agency:

Phone: # ()

Fax:

Email Address:

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

Description of performance responsibilities:

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.

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

C-5. ANSWER:

nCourt is committed to providing the highest level of customer service and satisfaction in the industry. Partnering with the Commonwealth and Eligible Entities, we will design and implement an electronic payment solution that is free to the Commonwealth, convenient for your citizens and at highly competitive pricing. Our commitment to high levels of performance, compliance and fraud management are evidenced by our 97% customer renewal rate over the past five years, PCI Level 1 certification – the highest certification available, and our ability to provide the Commonwealth with chargeback protection, guaranteeing 100% of the funds to the Eligible Entities.

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.

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

C-6. ANSWER:

nCourt provides live-bilingual call center services that provide your citizens with the ability to speak to professionally trained payment processing experts to handle their payment transaction. Over 2,000 government agencies use our bilingual call center services today. Our state of the art, PCI level 1 compliant call center ensures that your citizens data is secure. Our extended call center hours (M to F 7am to 9pm and weekends 8am to 6pm) provide your citizens with the ability to speak to live agents beyond standard business hours and on the weekend.

Additionally, nCourt offers outbound calling services to aid Commonwealth organizations in notifying citizens of upcoming payments and for post-due payment collection prior to sending these accounts to a collection agency. We believe this adds incremental value to organizations using our services by increasing cash flow, time of collections and avoids costly late fees and collection fees being imposed on your citizens.

To ensure high utilization of the electronic payment program, nCourt provides all program marketing materials to each organization using our service, including re-orders free of charge.

A further benefit of the nCourt solution that sets us apart is that our services are always completely free to the Commonwealth organizations implementing our solution. nCourt's convenience fee model, with chargeback protection ensures that the Commonwealth receives 100% of the funds due to you 100% of the time. There are no hidden fees, monthly fees, implementation, development, hosting, set up, transaction, merchant processing, equipment fees or service fees. All our costs and expenses associated with the operation of the program are included in the convenience fee paid by the citizen utilizing our service. And our fees are highly competitive at all payment levels.

**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.

D.1. ANSWER:

Our experience in providing payment processing services for over 2,000 government agencies provides us with a unique perspective on the risk associated with government business transactions. That knowledge, along with our fraud management process that is tailored to the government payment space enables us to provide highly competitive pricing for your citizens, for both credit card processing and ACH transactions and also allows us to guarantee 100% of the funds to the organizations using our solution.

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 no non-standard fees

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:

As clarified during contract negotiations, nCourt transaction fees will be rounded to two decimal points when calculating transaction fees on an individual transaction by transaction basis.

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:

Our pricing model assumes one Commonwealth-wide rate.

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

RFR RESPONSE PART D - COST RESPONSE COST PROPOSAL NARRATIVE QUESTIONS
D-5. Does Bidder offer annual volume discounts on a Commonwealth-wide basis? If so, please describe.
D-5. ANSWER: NA – there is no charge to the Commonwealth for using our services.
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: NA – there is no charge to the Commonwealth for using our services.
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: Service levels and support will remain the same for the duration of the contract. Assuming Vantiv/Sage merchant processing fees, per their contract with the Commonwealth remain the same over the contract term, our convenience fees will also remain the same over the contract term. If Vantiv/Sage fees change during the contract term, we reserve the right to adjust our convenience fee pricing accordingly. Additionally, if the chargeback rate changes materially from the data provided in the RFR during the contract term due to suspected fraud, we reserve the right to adjust the convenience fee for that payment type in light of that increased risk. Any changes in convenience fees directly resulting from changes in Vantiv/Sage fees will be presented to the Office of the Comptroller at least 30 days prior to the enactment of the fee increase.
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: Payments to governmental entities are not subject to federal, state or local taxes.
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: There are no miscellaneous or hidden fees in nCourt pricing.
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: Noted and agreed.
D-11. Confirm that Convenience fees and administrative handling charges, or other charges must be disclosed to 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

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

RFR RESPONSE PART D - COST RESPONSE COST PROPOSAL NARRATIVE QUESTIONS
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: All convenience fees are clearly disclosed prior to citizens making their payment. The flexibility of our system will allow for administrative fees in addition to the convenience fee being charged and funds can be bifurcated to various entities to provide for the distribution of different fees and charges to different entities. The Visa Government program requires separately listing and reporting of fees. Additionally, any disclosure statements can be reviewed by the Commonwealth and the organization in advance of publishing them on the Commonwealth payment sites.
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: Noted and agreed.
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: In compliance with the Visa Government and Higher Education Payment program, all convenience fees are separately charged and identified on each payment and appear as a separate line on the consumers receipt and billing statement. These funds are deposited into separate accounts from government agency fees. This is how we operate today.
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: Correct. Convenience fees settle directly into accounts that are separate from Commonwealth funds. Our chargeback protection ensures that 100% of Commonwealth program proceeds will settle directly to Commonwealth accounts.
D-15. Commonwealth entities will not receive invoices for any implementation services under a no-cost convenience fee model.
D-15. ANSWER: nCourt's convenience fee model includes all cost of implementation services. There are no costs or fees imposed on the Commonwealth for implementing our services.
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: nCourt employs a convenience fee model where there are no fees or costs to the Commonwealth.
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.

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

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

D-17 ANSWER:

nCourt will absorb 100% of the cost of transitioning existing payment sites to nCourt payment sites and the cost of onboarding any new Commonwealth organizations who elect to procure our electronic payment processing services under the Commonwealth contract. There are no separate charges for development, programming, building interfaces from existing business systems, integrating with MMARS or other internal systems or applications or for building custom payment pages for each organization implementing our solution. Our service is 100% free of charge to the Commonwealth.

**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.

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

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

- 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 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)		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):		\$		
Transition cost: (specify):		\$		
Transition cost: (specify):		\$		
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	\$0	Hourly	N/A
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)	Per transaction	\$0	Per transaction	\$0
Transaction fee (IVR)	Per transaction	\$0	Per transaction	\$0
Transaction fee (other such as kiosk, etc.)	Per transaction	\$0	Per transaction	\$0
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)		\$		\$
Other (specify)		\$		\$
Other (specify)		\$		\$
Other (specify)		\$		\$

FEE TABLE B – CONVENIENCE FEE MODELS

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

Insert below a detailed description of the Bidder's Convenience Fee pricing models including all fees, required set up charges, and rates.

Per transaction convenience fee: ACH transactions processed via IVR, web, mobile device or web POS, inclusive of all costs including the nCourt solution, ancillary fees and ACH processing fees charged by Sage:	\$0.35
Per transaction convenience fee: credit and debt card transactions processed via IVR, web, mobile device, kiosk or web POS, inclusive of all costs including the nCourt solution, ancillary fees, card processing provided by Vantiv (including per item fees, interchange, assessments and other network assessments and charges):	2.35%
Live, bilingual call center services: ACH transactions processed via our live, PCI compliant bilingual call center, per transaction cost inclusive of all costs including the nCourt solution, ancillary fees and ACH origination fees charged by Sage:	\$2.95
Live, bilingual call center services: credit and debit card transactions processed via our live, PCI compliant bilingual call center, per transaction inclusive of all costs including the nCourt solution, ancillary fees, card processing provided by Vantiv (including per item fees, interchange, assessments and other network assessments and charges):	3.99%
Outbound calling services: prior to payment due date and post-due prior to referral to collection agency, where the Commonwealth organization provides nCourt with the citizen phone number: ACH transactions processed via our live, PCI compliant bilingual call center, per transaction cost inclusive of all costs including the nCourt solution, ancillary fees and ACH origination fees charged by Sage	\$2.95
Outbound calling services: prior to payment due date and post-due prior to referral to collection agency, where the Commonwealth organization provides nCourt with the citizen phone number: credit and debit card transactions processed via our live, PCI compliant bilingual call center, per transaction inclusive of all costs including the nCourt solution, ancillary fees and card processing provided by Vantiv (including per item fees, interchange, assessments and other network assessments and charges):	3.99%
Per phone number acquisition fee: per phone number acquired to support the Outbound calling services, at cost (as acquired from Thompson Reuters) in the event the Commonwealth organization desires to use nCourt outbound calling services but is unable to provide us with citizen telephone numbers	\$0.50

FEE TABLE C - NON-STANDARD COSTS

FEE TITLE	Unit Charged and Pricing per Unit	Narrative of When Fee Charged.
N/A	\$0	There are no non-standard costs associated with the nCourt electronic payment solution.
	\$	
	\$	
	\$	
	\$	

**RESPONSE SUBMITTED FOR
STATEWIDE CONTRACT FOR ELECTRONIC PAYMENT SOLUTIONS
COMMBUYS BID#: BD-15-1079-1079C-1079C-00000003663
DEPARTMENT RFR # PRF59ADESIGNATEDOSC**

		\$	
		\$	
		\$	
		\$	

Hardware or Software Item # and Name	Purchase Price Pricing List Maintenance as separate line under same item # Identify bulk purchasing savings List associated maintenance and other fees related to the item as separate line under same item #		Additional terms or information
Indoor payment kiosk, as clarified during contract negotiations		\$4,194.00	nCourt will provide 1 payment kiosk free of charge, including receipt printer, installation, 3 year extended warranty and onsite field maintenance for all Commonwealth entities with average debit or credit card transaction volumes that are greater than or equal to \$30,000 per month that would like to have a payment kiosk at their location. For entities with debit or credit card transaction volumes that are less than \$30,000 per month on average that would like to have a payment kiosk at their location, we will provide payment kiosks at our cost as outlined here.
3 year kiosk extended warranty		\$301.00	nCourt will provide 3 year extended warranty for all Commonwealth entities with average transaction debit or credit card volumes that are greater than or equal to \$30,000 per month that would like to have a payment kiosk at their location. For entities with debit or credit card transaction volumes that are less than \$30,000 per month on average that would like to have a payment kiosk at their location, we will provide the installation and 3 year kiosk extended warranty at our cost as outlined here.
3 year onsite field maintenance		\$632.00	nCourt will provide 3 year onsite field maintenance for all Commonwealth entities with average debit or credit card transaction volumes that are greater than or equal to \$30,000 per month that would like to have a payment kiosk at their location. For entities with transaction volumes that are less than \$30,000 per month on average that would like to have a payment kiosk at their location, we will provide the 3 year onsite field maintenance at our cost as outlined here.
Web POS		\$300.00	nCourt will provide 2 Web POS free of

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

JOB AID: [Submitting questions and viewing answers with the Q&A tab](#)

JOB AID: [Create a Quote](#) (Note that in #8 of the Job Aid – payment specific information does not have to be added here but are included in the Response Template. Under Step #11 make sure to “click” “No Charge”. Quantities and Units do not have to be added. Under Step #13, the Attachments Tab, the documents listed below are required to be completed and uploaded under the Attachment Tab in the Quote.)

All documents available in Bid or at: <http://www.mass.gov/osc/guidance-for-vendors/forms.html>

RFR RESPONSE DOCUMENT SUBMISSION CHECKLIST

Key Documents will be electronically signed as part of electronic submission. Documents listed below must be completed and uploaded with Quote. Hardcopies with Ink signatures will be required if Contract awarded.

RFR POSTED DOCUMENT	SUBMITTING QUOTE ELECTRONIC AGREEMENT TO DOCUMENT CREATE QUOTE UPLOAD ALL ATTACHMENTS UNDER THE ATTACHMENTS TAB IN THE QUOTE	HARDCOPY INK SIGNATURE BY AUTHORIZED SIGNATORY DELIVERED/MAILED TO SST LEADER UPON CONTRACT AWARD W/IN 7 DAYS
COMMONWEALTH TERMS AND CONDITIONS	Complete, Execute by Authorized Signatory, Scan and upload under Attachments Tab when submitting Quote	Hardcopy must be Submitted upon Contract Award
CONTRACTOR AUTHORIZED SIGNATORY LISTING	Complete, Scan and upload under Attachments Tab when submitting Quote	Hardcopy must be Submitted upon Contract Award
MA FORM W-9	Complete, Execute by Authorized Signatory, Scan and upload under Attachments Tab when submitting Quote	Hardcopy must be Submitted upon Contract Award
RFR RESPONSE TEMPLATE	Complete and upload under Attachments Tab when submitting Quote	
RFR RESPONSE COST TEMPLATE	Complete and upload under Attachments Tab when submitting Quote	
SUPLIER DIVERSITY SDP FORM	Complete and upload under Attachments Tab when submitting Quote	
PROMPT PAYMENT DISCOUNT FORM	Complete and upload under Attachments Tab when submitting Quote	
STANDARD CONTRACT FORM		Hardcopy must be Submitted upon Contract Award
ELECTRONIC FUNDS TRANSFER (EFT) FORM		Hardcopy must be Submitted upon Contract Award