INVITATION TO BID NO: 10-X-2207083

STATE OF ALABAMA

DEPTARTMENT OF FINANCE
DIVISION OF PURCHASING

INVITATION TO BID

REQ. AGENCY	: 004000 CONSERVATION STATE PARKS DIV
AGENCY REQ. NO.	:
T-NUMBER	: TA418
DATE ISSUED	: 09/17/09
VENDOR NO.	:
VENDOR PHONE NO.	:
SNAP REQ. NO.	: 1418099
BUYER NAME	: RAY BRESSLER
BUYER PHONE NO.	: (334) 242-4670-
PURCHASING PHONE NO	: (334) 242-7250

FOR: CREDIT CARD SVC-334710

BID MUST BE RECEIVED BEFORE:
DATE: 10/02/09 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:
DATE: 10/05/09 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED, AS APPROPRIATE. BID RESPONSE MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

1. DELIVERY: CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER

2. TERMS: _____(DISCOUNTS ARE TAKEN WITHOUT REGARD TO DATE OF PAYMENT.)

3. PRICE VALID FOR ACCEPTANCE WITHIN _____ DAYS.

4. VENDOR QUOTATION REFERENCE NUMBER, IF ANY: _____
(THIS NUMBER WILL APPEAR ON THE PURCHASE ORDER.)

5. E-MAIL ADDRESS: _____

INTERNET WEBSITE: _____

6. GENERAL CONTRACTOR'S LICENSE NO: _____

TYPE OF G.C. LICENSE: _____

***** IMPORTANT NOTE: *****
BIDDERS MUST COMPLY WITH ALL "BID RESPONSE INSTRUCTIONS" ON PAGE 2, TO INCLUDE ITEM 7 - COPY REQUIREMENT.

RETURN INVITATION TO BID:

US MAIL	COURIER
STATE OF ALABAMA DEPARTMENT OF FINANCE DIVISION OF PURCHASING P O BOX 302620 MONTGOMERY, AL 36130-2620	STATE OF ALABAMA DIVISION OF PURCHASING RSA UNION BUILDING 100 N. UNION ST., SUITE 192 MONTGOMERY, AL 36104

SIGNATURE AND NOTARIZATION REQUIRED

I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM OFFERED AT THE PRICE QUOTED. I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO REFRAIN FROM BIDDING.

SWORN TO AND

SUBSCRIBED BEFORE ME THIS

_____ DAY OF _____

_____
NOTARY PUBLIC

TERM EXP: _____

_____ FEIN OR SSN	_____ AUTHORIZED SIGNATURE (INK)
_____ COMPANY NAME	_____ TYPE/PRINT AUTHORIZED NAME
_____ MAIL ADDRESS	_____ TITLE
_____ CITY, STATE, ZIP	_____ TOLL FREE NUMBER
_____ PHONE INCLUDING AREA CODE	_____ FAX NUMBER

STANDARD TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 10-X-2207083 PAGE 2
INVITATION TO BID
OPEN DATE : 10/05/09 TIME: 10:00 AM
T-NUMBER : TA418
RETURN DATE: 10/02/09 TIME: 5:00 PM

AUTHORITY:
THE DEPARTMENT OF FINANCE CODE OF ADMINISTRATIVE PROCEDURE, CHAPTER 355-4-1 EFFECTIVE DECEMBER 20, 2001 IS INCORPORATED BY REFERENCE AND MADE A PART OF T HIS DOCUMENT. TO RECEIVE A COPY CALL (334)242-7250, OR OUR WEBSITE WWW.PURCHASING.ALABAMA.GOV .

INFORMATION AND ASSISTANCE TO MINORITY BUSINESSES IN THE TECHNICAL COMPLETION OF REQUIRED FORMS MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-800-447-4191.

BID (ITB) RESPONSE INSTRUCTIONS REV: 08/19/09

1. TO SUBMIT A RESPONSIVE BID, READ THESE INSTRUCTIONS, ALL TERMS, CONDITIONS AND SPECIFICATIONS.

2. BID ENVELOPES/PACKAGES/BOXES MUST BE IDENTIFIED ON FRONT, PREFERABLY LOWER LEFT CORNER AND BE VISIBLE WITH THE BID NUMBER AND OPENING DATE. EACH INDIVIDUAL BID (IDENTIFIED BY A UNIQUE BID NUMBER) MUST BE SUBMITTED IN A SEPARATE ENVELOPE. RESPONSES TO MULTIPLE BID NUMBERS SUBMITTED IN THE SAME ENVELOPE/COURIER PACKAGE, THAT ARE NOT IN SEPARATE ENVELOPES PROPERLY IDENTIFIED, WILL BE REJECTED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR LATE BIDS FOR ANY REASON INCLUDING THOSE DUE TO POSTAL, OR COURIER SERVICE. BID RESPONSES MUST BE IN THE DIVISION OF PURCHASING OFFICE PRIOR TO THE "RECEIVE DATE AND TIME" INDICATED ON THE BID.

3. BID RESPONSES (PAGE 1, PRICE SHEET AND ADDENDUMS (WHEN SIGNATURE IS REQUIRED)) MUST BE IN INK OR TYPED ON THIS DOCUMENT. OR EXACT FORMAT WITH SIGNATURES BEING HANDWRITTEN ORIGINALS IN INK (PERSON SIGNING BID, NOTARY, AND NOTARY EXPIRATION), OR THE BID WILL BE REJECTED. UNLESS INDICATED IN THE BID, ALL PRICE PAGES MUST BE COMPLETED AND RETURNED. IF AN ITEM IS NOT BEING BID, IDENTIFY IT AS NB (NO-BID). PAGES SHOULD BE SECURED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR MISSING PAGES. FAXED BID RESPONSES WILL NOT BE ACCEPTED.

4. THE UNIT PRICE ALWAYS GOVERNS REGARDLESS OF THE EXTENDED AMOUNT. A UNIT PRICE CHANGE ON A LINE MUST BE INITIALED BY THE PERSON SIGNING THE BID, OR THAT LINE WILL BE REJECTED. THIS INCLUDES A CROSS-OUT, STRIKE-OVER, INK-OVER, WHITE-OUT, ERASURE, OR ANY OTHER METHOD CHANGING THE PRICE.

5. A "NO BID" MUST BE RETURNED TO REMAIN ON A CLASS/SUBCLASS. RETURN PAGE 1 OR NOTIFICATION PAGE MARKED "NO-BID". IDENTIFY IT ON THE ENVELOPE AS A "NO-BID". FAILING TO RESPOND TO 3 ITB'S WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. RESPONDING WITH 6 "NO-BIDS" WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. A "NO-BID" RECEIVED LATE IS CONSIDERED A NO RESPONSE.

6. THE DIVISION OF PURCHASING IS NOT RESPONSIBLE FOR MISINTERPRETATION OF DATA FAXED FROM THIS OFFICE.

7. THE DIVISION OF PURCHASING REQUIRES AN ORIGINAL AND A MINIMUM OF ONE COMPLETE EXACT COPY (TO INCLUDE SIGNATURE AND NOTARY) OF THE INVITATION-TO-BID RESPONSE. THE ORIGINAL AND THE COPY SHOULD BE SUBMITTED TOGETHER AS A BID PACKAGE.

8. AN IMPROPERLY SUBMITTED BID, LATE BID, OR BID THAT IS CANCELLED ON OR BEFORE THE OPENING DATE WILL BE HELD FOR 90 DAYS AND THEN DESTROYED. THE BID MUST BE RETRIEVED DURING REGULAR WORK HOURS, MONDAY - FRIDAY, EXCEPT STATE HOLIDAYS. AFTER THE BID IS DESTROYED, THE DIVISION OF PURCHASING ASSUMES NO RESPONSIBILITY FOR THE DOCUMENT.

DISQUALIFIED/CANCELLED BID

BIDS THAT ARE IMPROPERLY SUBMITTED OR RECEIVED LATE WILL BE A RESPONSE FOR RECORD, BUT WILL NOT BE RETURNED OR A NOTIFICATION MAILED.

THE FOLLOWING IS A PARTIAL LIST WHEREBY A BID RESPONSE WILL BE DISQUALIFIED:

BID NUMBER NOT ON FACE OF ENVELOPE/COURIER PACKAGE/BOX
RESPONSES TO MULTIPLE BID NUMBERS IN SAME ENVELOPE NOT PROPERLY IDENTIFIED
BID RECEIVED LATE
BID NOT SIGNED/NOT ORIGINAL SIGNATURE
BID NOT NOTARIZED/NOT ORIGINAL SIGNATURE OF NOTARY AND/OR NO NOTARY EXPIRATION
NOTARIZED OWN SIGNATURE
REQUIRED INFORMATION NOT SUBMITTED WITH BID
FAILURE TO SUBMIT THE ORIGINAL BID AND A COMPLETE EXACT COPY
FAILURE TO MARK RESPONSES AS "ORIGINAL" AND/OR "COPY"

CERTIFICATION PURSUANT TO ACT NO. 2006-557

ALABAMA LAW (SECTION 41-4-116,CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEARBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

INTENT TO AWARD

EFFECTIVE MAY 1, 2008, THE STATE OF ALABAMA - DIVISION OF PURCHASING WILL ISSUE AN 'INTENT TO AWARD' BEFORE A FINAL AWARD IS MADE. THE 'INTENT TO AWARD' WILL CONTINUE FOR A PERIOD OF FIVE (5) CALENDAR DAYS, AFTER WHICH A PURCHASE ORDER WILL BE PRODUCED. UPON FINAL AWARD, ALL RIGHTS TO PROTEST ARE FORFEITED. A DETAILED EXPLANATION OF THIS PROCESS MAY BE REVIEWED IN THE ALABAMA ADMINISTRATIVE CODE - CHAPTER 355-4-1(14).

ALTERNATE BID RESPONSE

UNLESS STATED ELSEWHERE IN THIS INVITATION-TO-BID (ITB) THE STATE OF ALABAMA WILL ACCEPT AND EVALUATE ALTERNATE BID SUBMITTALS ON ANY ITB'S. ALTERNATE BID RESPONSES WILL BE EVALUATED ACCORDING TO THE REQUIREMENTS AS ALL OTHER RESPONSES TO THIS ITB.

INTERNET WEBSITE LINK'S

INTERNET AND/OR WEBSITE LINKS WILL NOT BE ACCEPTED IN BID RESPONSES AS A MEANS TO SUPPLY ANY REQUIREMENTS STATED IN THIS ITB (INVITATION-TO-BID).

PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE

IN ACCORDANCE WITH THE UNIVERSAL COMMERCE CODE (CODE OF ALABAMA, TITLE 7), AFTER DELIVERY, THE STATE OF ALABAMA HAS THE RIGHT TO INSPECT ALL PRODUCTS BEFORE ACCEPTING. THE STATE WILL INSPECT PRODUCTS IN A REASONABLE TIMEFRAME. SIGNATURE ON A DELIVERY DOCUMENT DOES NOT CONSTITUTE ACEPTANCE BY THE STATE. THE STATE WILL ACCEPT PRODUCTS ONLY AFTER SATISFACTORY INSPECTION.

SALES TAX EXEMPTION

PURSUANT TO THE CODE OF ALABAMA, 1975, TITLE 40-23-4 (A) (11), THE STATE OF ALABAMA IS EXEMPT FROM PAYING SALES TAX. AN EXEMPTION LETTER WILL BE FURNISHED UPON REQUEST.

INVOICES

INQUIRIES CONCERNING PAYMENT AFTER INVOICES HAVE BEEN SUBMITTED ARE TO BE DIRECTED TO THE RECEIVING AGENCY, NOT THE DIVISION OF PURCHASING

BID RESPONSES AND BID RESULTS

UNEVALUATED BID RESPONSES (NOT BID RESULTS) ARE AVAILABLE ON OUR WEB SITE AT WWW.PURCHASING.ALABAMA.GOV. BID RESULTS WILL BE MADE AVAILABLE FOR REVIEW IN THE DIVISION OF PURCHASING OFFICE, BUT ONLY AFTER THE BID HAS BEEN AWARDED. WE DO NOT FAX OR MAIL COPIES OF BID RESULTS. IF A VENDOR WISHES TO REVIEW BID RESULTS IN OUR OFFICE, THEY SHOULD FAX THEIR REQUEST TO REVIEW THE BID TWO DAYS IN ADVANCE TO THE "BID REVIEW CLERK" AT (334) 242-4419. BE SURE TO REFERENCE THE BID NUMBER.

FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY

ALABAMA LAW PROVIDES THAT A FOREIGN CORPORATION (AN OUT-OF-STATE COMPANY/FIRM) MAY NOT TRANSACT BUSINESS IN THE STATE OF ALABAMA UNTIL IT OBTAINS A CERTIFICATE OF AUTHORITY FROM THE SECRETARY OF STATE. SECTION 10-2B-15.01, CODE OF ALABAMA 1975. TO OBTAIN FORMS FOR A CERTIFICATE OF AUTHORITY, CONTACT THE SECRETARY OF STATE, CORPORATIONS DIVISION, (334) 242-5324. THE CERTIFICATE OF AUTHORITY DOES NOT KEEP THE VENDOR FROM SUBMITTING A BID.

BID IDENTIFICATION

REFERENCE PAGE 2, ITEM 2. DUE TO THE POSTAL SERVICE PUTTING BAR CODE LABELS ON ENVELOPES, IT CONCEALS THE BID NUMBER AND DATE IF THE VENDOR HAS WRITTEN THEM OTHER THAN THE LOWER LEFT CORNER, THEREFORE THE BID WOULD BE REJECTED FOR NOT BEING PROPERLY IDENTIFIED.

****

AWARD:
THE AWARD SHALL BE MADE TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS. LOW BID WILL BE DETERMINED BY WEIGHTING THE CREDIT CARD RATES AND DEBIT CARD FEES. AGENCY HAS SEALED THEIR WEIGHTED AMOUNTS IN AN ENVELOPE WHICH IS PLACED IN BID FILE. BUYER WILL OPEN AGENCY'S WEIGHTED METHODOLOGY AT BID OPENING. (BUYER WILL EMAIL AGENCY'S WEIGHTED AMOUNTS AFTER BID IF REQUESTED BY EMAIL, BUYER: RAY.BRESSLER@PURCHASING.ALABAMA.GOV)
ASSIGNMENT OF CONTRACT:
TO ASSIGN, SUBLET OR TRANSFER ANY CONTRACT RESULTING FROM THIS SOLICITATION, THE VENDOR'S WRITTEN REQUEST MUST BE APPROVED BY THE STATE PURCHASING DIRECTOR.

CONTRACT PERIOD:
ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

BLANK LINES:
TO EVALUATE THE BID IN AN EFFICIENT MANNER, THE VENDOR SHOULD FILL-IN ALL BLANK LINES APPLICABLE TO A SPECIFIC COMMODITY DESCRIPTION.

REQUESTED INFORMATION:
ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE FURNISHED WITHIN FIVE (5) DAYS FROM RECEIPT OF REQUEST.

NOTE: BIDDER MUST HAVE SUCCESSSFULLY PROVIDED CREDIT SERVICE UNDER CONTRACTS WITH SIMILAR SIZE, SCOPE AND SPECIFICATIONS. CONSERVATION MAY REQUIRE REFERENCES FROM CONTRACTOR BEFORE AWARD IS MADE.

PRICE SHEET

INVITATION TO BID

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 10-X-2207083
OPEN DATE : 10/05/09 TIME: 10:00 AM
T-NUMBER : TA418
RETURN DATE: 10/02/09 TIME: 5:00 PM

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: R1 / STATEWIDE				
00001	COMMODITY CODE: 946-25-083934 BANKING SERVICES/CREDIT CARD SERVICES FOR PARKS AND LANDS DIVISIONS OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES. ********** SEE ATTACHED SPECIFICATIONS * * * * * * * * AMERICAN EXPRESS TRANSACTION IS A FIXED PERCENTAGE UNTIL FURTHER NOTICE. MC/VISA/DISCOVER _____% VISA/MC BUSINESS _____ % ********** DEBIT CARD TRANSACTIONS: $_____ PER TRANSACTION (FLAT FEE) (NO PERCENTAGE) ON-LINE/PIN-BASED _____% (OFF-LINE/NON PIN-BASED) (PERCENTAGE) ********** FIXED FEE FOR VALUE TEC GIFT CARD TRANSACTIONS: $_____PER MONTH/PER LOCATION (NO PERCENTAGE) ********** ESTIMATED ANNUAL VOLUME: MASTER CARD/VISA/DISCOVER $14.5 MILLION AMERICAN EXPRESS $1.6 MILLION ESTIMATED AVERAGE TRANSACTION AMOUNT: MASTER CARD/VISA/DISCOVER $67.00--RETAIL, $80.00--LODGING AMERICAN EXPRESS $88.00 THE VENDOR MUST PROVIDE AND REPLACE THE EQUIPMENT AT NO ADDITIONAL COST. ONE PIECE OF EQUIPMENT IS TO BE USED FOR ALL TRANSACTIONS: VISA, MASTER CARD, DISCOVER, AMERICAN EXPRESS, DEBIT AND GIFT CARDS. MONTGOMERY -CENTRAL OFFICE LOCATIONS: ATTN: THOMAS DUNLAP ALABAMA STATE PARKS-DCNR P.O BOX 301452 MONTGOMERY, AL 36130-1452 ATTN: YOLANDA WILLIAMS-REID	1	LOT	_____	_____

PAGE TOTAL _____

PRICE SHEET

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 10-X-2207083
OPEN DATE : 10/05/09 TIME: 10:00 AM
T-NUMBER : TA418
RETURN DATE: 10/02/09 TIME: 5:00 PM

INVITATION TO BID

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT

ALABAMA LANDS DIVISION-DCNR
64 NO. UNION STREET, ROOM 464
MONTGOMERY, AL 36130

****
VENDOR PRICING MUST BE SHOWN ON THIS
BID PRICING SHEET.

AWARD CRITERIA: THE BASIS OF THE AWARD WILL BE WEIGHTED ON VISA/MASTER CARD/ DISCOVER CREDIT CARD RATES AND DEBIT CARD FEES. (THE WEIGHTS WILL BE PROVIDED AT THE TIME OF THE BID OPENING.)

PLEASE PLACE YOUR BIDS ON THE LINES ABOVE.

RETURN ORIGINAL BID SIGNED/ NOTARIZED WITH ONE COMPLETE EXACT COPY OF ORIGINAL BID TO PURCHASING PER BID INSTRUCTIONS ON PAGE 2 OF ITB.

ALL BLANK LINES ARE TO BE FILLED IN ABOVE. (UNIT PRICE / EXTENDED AMOUNT ARE NOT REQUIRED FOR THIS ITB.)

. . . . . .

SHIP TO: 004000 / 004M30
CONSERVATION STATE PARKS DIV
MANAGEMENT & ANALYSIS SECTION
64 N UNION ST RM 540
P.O. BOX 301452
MONTGOMERY AL 36104

PAGE TOTAL _____

BID TOTAL _____

The purpose of this invitation to bid is to establish a contract with a company to serve as the credit card processing company for Alabama State Parks (20 or more locations state-wide) and Lands Division (5 Rivers Delta Center, Spanish Fort, Alabama) of the Department of the Alabama Conservation and Natural Resources. The term of this contract, if agreed upon by both parties, shall extend up to five years.

The bidder is to provide pricing and percentages on the ITB for credit card transactions for Mastercard, Visa, American Express and Discover. The established discount rate for American Express has been set until further notice. Detailed monthly statements of fees due will be submitted to Parks and Lands for payment of Visa, Master Card, American Express and Discover.
Payments to American Express will be successful bidders' responsibility. The service fee for Master Card, Visa and Discover indicated in the bid, other fees stated on the bid and the payment to American Express are the only fees that will be charged to Parks or Lands, and must include all of the services mentioned below.

The successful bidder agrees to the following provisions:

1. Only Visa, Master Card, American Express, Discover Cards, debit cards and Alabama State Parks gift cards (Value Tec) will be used. Custom design and provide fifty (50) gift cards per location, per month, to be included in monthly processing fee.

2. The successful bidder agrees to accept from Parks/Lands and process Visa, Master Card, Discover, debit and gift card transactions, and authorize and capture American Express transactions through the process of electronic transactions through the process of electronic data capture ("EDC"), and will maintain separate merchant numbers for each location of Parks and Lands which accepts Visa, Master Card, Discover and American Express transactions.

All Visa, Master Card, American Express, Discover, debit and gift card (Value Tec) transactions shall be accomplished by the use of electronic data capture terminals with plural interface processing (PIP) capability provided by the successful bidder of the type specified by the processing company in accordance with Visa, Master Card, American Express, Discover, debit and gift card electronic processing regulations. (Stipulation, EDC machine must be provided so that the customer name will print only onto sales slips.) - Customer key pad for PIN input and gift card ability to be provided also.

Electronic data capture terminals are designed to provide automatic authorizations for each transaction and to electronically transmit the transaction amount and other details to successful bidders' processor. If, for any reason, electronic data capture terminals cannot provide authorizations, DCNR will use a telephone authorization procedure provided by successful bidder's processor or will not accept credit card transactions. If obtaining authorizations by telephone, parks/lands will put the authorization number on each

manual ticket processed. If, for any reason, the electronic data capture terminals cannot transmit the transaction data to successful bidders' processor, Parks/Lands may accept authorized transactions manually, but will hold the applicable data until the electronic data capture terminals are able to transmit the data. At that time, Parks/Lands will manually input the data into the electronic data capture terminal. Parks/Lands will maintain records of all transactions in accordance with Visa, Master Card, Discover and American Express regulations. Parks will also submit legible copies of manually input transactions to successful bidder upon request within ten (10) days after request. Card transactions will be tabulated, balanced and transmitted electronically to successful bidders' processor each business day.

3. Successful bidder will deposit the amount of all transactions to Parks/Lands' designated credit card account number at successful bidder location into an established "State of Alabama Treasurer Demand Account," a copy of which number/s shall be given to Parks/Lands by successful bidder. Successful bidder will provide the State Treasurer next day availability of such deposits for Visa, debit, gift card (Value Tec), Master Card, Discover transactions within 48 hours as agreed by American Express for all American Express transactions. Successful bidder will not be liable for insuring ACH payments from American Express within the time period aforementioned. Electronic procedures and equipment shall accomplish all deposits to the Alabama State Parks Treasurer Demand Account and Lands Account. Manual deposits of sales slips or otherwise, to the Alabama State Parks Treasurer Demand Account, shall not be accepted. A monthly statement will be provided for each Alabama State Park credit card location (approximately 20) and Lands Division location, reflecting the transaction activity, a summary by transaction type and the associated fees charges as well as the number of sales, the amount of the sales, the number of credits, the amount of the credits and the associated fees. A daily statement of the total amount deposited must be provided to Parks and Lands. A daily EDC activity report must be provided to Parks and Lands for all locations and this amount is to balance to the daily statement of the total amount deposited with the exceptions of charge backs. The daily activity report summarizes by location by batch all transactions by type and amount. All statements will be provided, as Parks and Lands deem essential to balance daily and monthly reports by the successful bidder and their processor. With the monthly report, a daily summary shall be provided detailing the amounts on the monthly statement so that all fees can be verified. All transactions must be credited and/or adjusted following State Audits compliance.

4. **Parks' transactions must be interfaced with Megasys Hospitality and Shift4 processors.**

5. Parks and Lands agree to comply and be bound by any agreements it has to honor Master Card, Visa, Discover and American Express to the extent that such documents do not specifically conflict with the conditions specified, herein, the contract to be executed, or with state law. In the event there is a specific conflict in terms, the conditions as established by Parks/Lands herein or in the contract to be executed shall control.

6. Successful bidder agrees that it will not initiate any charge backs by reason of customer disputes to Parks/Lands unless and until Successful bidder has given actual notice of the disputed claim to Parks/Lands and same have had a reasonable time (10 working days) in which to provide an explanation. Credit slips will be processed electronically in the same manner as sales slips.

7. Successful bidder shall assign to Parks and Lands a contract individual or individuals including an individual at the successful bidder's processor company. Said individual/s shall provide Parks/Lands research services on items requested within 24 hours of any transactions, as well as handle credits for Parks and Lands. In cases where Parks/Lands experiences a balancing problem, said contact shall provide Parks and Lands, within a reasonable time (10 working days) after request copies of transactions for Parks/Lands in question. Said services shall be provided to Parks/Lands at no charge.

8. Successful bidder agrees that, except as provided in item 8, there shall be no annual fees, set up fees, initiation fees, programming fees or any other fees charged to Parks or Lands in connection with the administration, acceptance and processing of Visa, Master Card, Discover and American Express.

9. The service fee shall be calculated as of the end of the business for the last business day of the month and a summary of charges together with supporting documentation will be forwarded to Parks and Lands for remittance. Payment for services should be within 30 days from the receipt of accurate invoice and shall be done by State warrant only. The successful bidder will be responsible for remitting payment to American Express as deemed by the state. No payment shall be made without proper documentation.

10. Parks and Lands will be provided by successful bidder all necessary equipment to include the electronic data capture terminals and printers initially and on an as-needed basis; therefore, at no charge to Parks or Lands for the term of the contract. Same EDC terminal must be utilized to process all Master Card, Visa, Discover and American Express, debit and gift card transactions.

11. All paper products will be supplied to Parks and Lands free of charge and all orders will be satisfied within (7) business days.

12. Successful bidder will provide at no charge, assistance in requesting the credit card authorization vendor to address any problems concerning the operation and use of equipment related to the process of transactions.

13. Successful bidder and Parks/Lands agree to comply with all applicable state and federal laws and regulations during the term of contract including that successful bidder agrees to comply with applicable equal employment laws, regulations and orders which are incorporated herein by reference.

14. Successful bidder warrants that no part of the contract amount provided herein shall be paid directly or indirectly to any officer or employee of the State of Alabama as

wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to successful bidder in connection with any work contemplated or performed relating to this contract.

15. Parks and Lands retains the right throughout the term of contract to evaluate the services provided by vendor and to confirm that the amounts payable under contract are calculated correctly at such intervals as Parks and Lands deem necessary.

16. Successful bidder shall retain documentation for all service fees and any other obligation paid by Parks and Lands under contract. The books, records and documentation of successful bidder insofar as they relate to this contract, shall be maintained for a period of 36 months from the date of the final payment of a service fee by Parks and Lands and shall be subject to audit at any time and upon written notice by Park or Lands Divisions or the Examiners of Public Accounts, The Comptroller General of the United States or their duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

17. Successful bidder shall maintain and assure to confidentiality of financial records obtained under this contract and as required by applicable law.

18. Contract, when executed by the vendor and the Department of Conservation and Natural Resources (DCNR –Parks and Lands Divisions) may be modified or amended only in writing, executed by both parties hereto.

19. Contract may be terminated by DCNR with or without cause by giving (30) thirty days written notice to the other party of Parks and Lands' intention to terminate. The contract shall thereafter terminate thirty (30) days after the date of receipt of such notice. Any obligations incurred by any parties to contract prior to its date of termination, shall remain in full force and effect and not be affected by said termination provided. However, that all associated costs incurred in the removal of any equipment upon termination will be at the expense of the vendor and not DCNR.

20. The contract shall be construed in accordance with the laws of the State of Alabama and shall be issued in the form of a Purchase Order each fiscal year. Any provision of the contract determined to be invalid, shall be ineffective only to the extent of such invalidity and shall not affect the remainder of the terms and provisions of contract. Successful bidder shall not assign its interest in the contract without the written consent of Parks and Lands, provided that vendor may employ such contractors, agents and employees as it deems appropriate for the purpose of fulfilling its obligations under this contract, but vendor shall remain responsible to Park and Lands for the proper fulfillment of such obligations.

21. Successful bidder will be an independent contractor and not an employee or agents of Parks and Lands.

22. Successful bidder shall expressly understand and agree that its employees shall not by virtue of the contract be entitled to any benefits of the Alabama State Merit system.

23. In the event of the proration of the funds from which any payment under this contract is to be made, the contract will be subject to termination.

24. The contract is subject to termination in the event that funds should not be appropriated for the continued payment of the contract in subsequent fiscal years.

25. Successful bidders' remedy for the settlement of any payment disputes arising under the contract shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

26. During the term of this contract, other Department of Conservation and Natural Resources Divisions may be added. (Wildlife and Freshwater Fisheries, Marine Police, Marine Resources and Administrative Divisions)

For questions concerning the bid, contact Thomas Dunlap at (334) 242-3360.

Ala Dept of Conservation and Natural Resources – State Parks Division – List of State Parks:

BLADON SPRINGS STATE PARK
Willie Campbell, Manager
3921 Bladon Road
Bladon Springs, AL 36919
Office & FAX: (251) 754-9207
bladonspringsstpk@millry.net
BlandonSprings.StatePark@dcnr.alabama.gov

BLUE SPRINGS STATE PARK
Terry Carter, Manager
2595 Highway 10
Clio, AL 36017
Office & FAX: (334) 397-4875
BlueSpringsStPk@dcnr.alabama.gov

BUCK'S POCKET STATE PARK
Bruce Aldridge, Manager
393 County Road 174
Grove Oak, AL 35975
Office: (256) 659-2000
FAX: (256) 659-2752
buckspocketstpark@farmerstel.com
BucksPocket.StatePark@dcnr.alabama.gov

CATHEDRAL CAVERNS STATE PARK
Lamar Pendergrass, Manager
637 Cave Road
Woodville, AL 35776
Office & FAX: (256) 728-8193
ccaverns@nehp.net
CathedralCaverns.StPk@dcnr.alabama.gov

CHEAHA STATE PARK
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