# Credit Card Services Specifications

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.

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 9, 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. All necessary **equipment** will be provided to Parks and Lands Division, to include **NEW** electronic data capture terminals and **NEW** printers initially and on an as-needed basis 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) seven 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. Quick reference guides or other such literature shall be provided with equipment.

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.