



INVITATION TO BID NO: 09-X-2203291

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING

REQ. AGENCY : 019000
DEPARTMENT OF REVENUE
AGENCY REQ. NO. :
T-NUMBER : TA132
DATE ISSUED : 07/27/09
VENDOR NO. :
VENDOR PHONE NO. :
SNAP REQ. NO. : 1410436
BUYER NAME : RAY BRESSLER

INVITATION TO BID

FOR: CREDIT CARD SERVICES/REVENUE

BUYER PHONE NO. : (334) 242-4670-
PURCHASING PHONE NO: (334) 242-7250

BID MUST BE RECEIVED BEFORE:
DATE: 08/10/09 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:
DATE: 08/11/09 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: _____
- 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

***** IMPORTANT NOTE: *****

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

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

FEIN OR SSN

AUTHORIZED SIGNATURE (INK)

SUBSCRIBED BEFORE ME THIS

COMPANY NAME

TYPE/PRINT AUTHORIZED NAME

_____ DAY OF _____

MAIL ADDRESS

TITLE

NOTARY PUBLIC

CITY, STATE, ZIP

TOLL FREE NUMBER

TERM EXP: _____

PHONE INCLUDING AREA CODE

FAX NUMBER

STANDARD TERMS & CONDITIONS

VENDOR NAME :

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INVITATION TO BID

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 THIS 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: 04/07/09

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 SEPERATE ENVELOPE. RESPONSES TO MULTIPLE BID NUMBERS SUBMITTED IN THE SAME ENVELOPE/COURIER PACKAGE, THAT ARE NOT IN SEPERATE 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 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 DURUIG 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 WILL RESULT IN REJECTION OF THE BID RESPONSE
- FAILURE TO MARK RESPONSES AS "ORIGINAL" AND/OR "COPY" COULD RESULT IN THE ENTIRE BID RESPONSE BEING REJECTED

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.

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

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INVITATION TO BID

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 ACCEPTANCE 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.

SPECIAL TERMS & CONDITIONS

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INVITATION TO BID

AWARD:

THE AWARD SHALL BE MADE TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS. AWARD WILL BE BASED ON THE LOWEST PERCENTAGE OF MONTHLY NET VOLUME FOR MASTER CARD/VISA TRANSACTIONS.

IN ACCORDANCE WITH CODE OF ALABAMA, ARTICLE 41-16-27 (A), THE AWARING AUTHORITY OR REQUISITIONING AGENCY SHALL HAVE THE RIGHT TO REJECT ANY BID IF THE PRICE IS DEEMED EXCESSIVE.

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.

PRICE SHEET

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INVITATION TO BID

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
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UNLESS SPECIFIED OTHERWISE BELOW:
SHIP TO: R1 /
STATEWIDE

00001	COMMODITY CODE: 946-25-083934 BANKING SERVICES/CREDIT CARD SERVICES IN ACCORDANCE WITH PROVIDED SPECIFICATIONS.	1	LT		
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NOTE: AWARD WILL BE MADE IN THE FORM OF A PURCHASE ORDER. NO PROFESSIONAL SERVICES CONTRACT WILL BE ESTABLISHED.

VENDOR PRICING MUST BE SHOWN ON THIS BID PRICING SHEET.

PER ATTACHED SPECIFICATIONS, VENDOR'S FEE FOR SERVICE SHALL BE EQUAL TO A PERCENTAGE OF THE MONTHLY NET VOLUME FOR MC/VISA CREDIT CARD TRANSACTIONS. THERE WILL BE A FLAT RATE FEE PER DEBIT TRANSACTION.

ESTIMATED ANNUAL VOLUME:
MASTER CARD/VISA \$5,000,000.00
ESTIMATED AVERAGE TRANSACTION AMOUNT:
MASTER CARD/VISA \$1000.00
ESTIMATED ANNUAL TRANSACTIONS:
MASTER CARD/VISA 5,000

ESTIMATED ANNUAL VOLUME:
DEBIT TRANSACTIONS \$9000.00

** THIS IS NOT A REQUEST FOR PROPOSAL **
IT IS AN INVITATION TO BID. THE SPECIFICATIONS ARE NOT FLEXIBLE.

PERCENT FEE ON MONTHLY VOLUME _____ %
(CREDIT SERVICE MC/VISA)

FLAT RATE FEE/ DEBIT TRANSACTION \$ _____

NOTE: EACH BIDDER MUST PROVIDE PRICING FOR PERCENT FEE AND FLAT RATE FEE ABOVE TO BE CONSIDERED FOR AWARD. (UNIT PRICE FOR UNIT "LT" IS NOT REQUIRED. EXTENDED PRICE IS ALSO NOT REQUIRED. ONLY EXCEPTION TO BID INSTRUCTIONS PAGE 2.)

NO MANDATORY PRE-BID CONFERENCE IS SCHEDULED. QUESTIONS SHOULD BE DIRECTED TO LARITA SMITH BY EMAIL TO ADDRESS: LARITA.SMITH@REVENUE.ALABAMA.GOV, WILLA.OWENS@REVENUE.ALABAMA.GOV & COPY

PAGE TOTAL

PRICE SHEET

VENDOR NAME :

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INVITATION TO BID

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY UNIT	UNIT PRICE	EXTENDED AMOUNT
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RAY.BRESSLER@PURCHASING.ALABAMA.GOV
 ANSWERS WILL BE EMAILED BACK TO BIDDER.
 AN ADDENDUM MAY BE ISSUED IF REQUIRED.

REMEMBER TO READ ENTIRE BID/SPECS AND
 RETURN ORIGINAL BID SIGNED/NOTARIZED
 WITH ONE COMPLETE EXACT COPY OF ORIGINAL
 BID.

NOTE: YOU MUST PROVIDE PERCENT FEE AND
 FLAT RATE FEE ABOVE TO BE CONSIDERED FOR
 AWARD. NO UNIT PRICE OR EXTENDED AMOUNT
 IS REQUIRED SO THOSE LINES NEED NO ENTRY
 ON THIS BID (ONLY EXCEPTION TO BID
 INSTRUCTIONS ON PAGE 2, ITEMS 1-8).

PLEASE CALL BUYER WITH ANY QUESTION
 CONCERNING THIS SOLICITATION.

RETURN ORIGINAL BID AND ONE COMPLETE
 EXACT COPY OF ORIGINAL BID TO PURCHASING
 (READ ENTIRE BID INCLUDING ATTACHED
 SPECIFICATIONS CAREFULLY BEFORE RETURN
 OF BID; BID INSTRUCTIONS ARE ON PAGE 2).

PAGE TOTAL

BID TOTAL

STATE OF ALABAMA
DEPARTMENT OF REVENUE
INVITATION TO BID
FOR CREDIT CARD PROCESSING SERVICES

The purpose of this Invitation to Bid (ITB) is to award an agency contract from which a purchase order will be issued with a vendor to service as the credit card processing company for the Alabama Department of Revenue (hereafter referred to as ADOR). The term of this contract is for one (1) year commencing July 1, 2009 with the option of renewing for four (4) additional years under the same pricing terms and conditions.

CREDIT:

ESTIMATED ANNUAL VOLUME - \$5,000,000.00

ESTIMATED ANNUAL TRANSACTIONS – 5,000

ESTIMATED AVERAGE TRANSACTION AMOUNT - \$1,000.00

DEBIT:

ESTIMATED ANNUAL VOLUME - \$9,000.00

ESTIMATED ANNUAL TRANSACTIONS – 20

ESTIMATED AVERAGE TRANSACTION AMOUNT - \$450.00

The bidder is to provide a service fee, as the sole bid item for (1) credit transactions and (2) debit card transactions for MasterCard and VISA. Detailed monthly statements of fees due will be submitted to ADOR for payment. This fee is the only fee that will be charged to the ADOR and must include all of the services mentioned below. Terms and conditions are inclusive.

1. Only VISA and MasterCard credit cards will be used.
2. The use of National Data Corporation (NDC) as the credit card network company for the authorization of all MasterCard and VISA transactions.
3. The current ADOR setup for NDC will continue to be used. Each ADOR location is established as a separate Merchant: Currently ADOR has 12 merchant locations throughout the State. Others may be added. The percentage of swiped entries versus forced entries is unknown.

Transactions processed through the Cashier's Unit for VISA and MasterCard will be accompanied by the use of IBM Electronic Cash Registers using ICVerify software. Most transactions will be magnetically swiped using the cash register card reading equipment, sent to NDC for authorization, and stored electronically in the cash register. If the card cannot read the magnetic strip on the card, the cashier may key the credit card number and expiration date in the cash register for transmittal to NDC. If for any reason, the cash register cannot provide authorization, ADOR will dial a toll-free number to get a telephone authorization

for NDC. The authorization number received for NDC by telephone will be keyed in the cash register and electronically stored in the cash register. ADOR will key these telephone authorizations in later to get an electronic approval for NDC.

4. Successful bidder will deposit the amount of credit card transaction to ADOR's designated bank account and will provide the State Treasurer next day availability of such deposits for MasterCard and VISA transactions. All deposits to the ADOR Deposit Account shall be accomplished by electronic equipment and procedures. A daily summary by card type along with a daily reconciliation of the detail listing of transactions to amount deposited in checking account should be kept on file for retrieval of information for the life of the contract and until audited by Examiners of Public Accounts and released by ADOR. All audited records must be transferred to ADOR at the expiration of the contract period.

A monthly separate statement will be provided for each ADOR credit card merchant number reflecting the transaction activity, a summary by transaction type and the associated fees charged. A daily activity report must be provided to ADOR for all locations of the total amount deposited with the exception of charge backs.

5. Successful bidder must provide ADOR with a NDC sign-on identification to allow dial-in capability in the NDC system for daily retrieval of total credit card sales by Merchant number, and for the retrieval of individual transactions by Merchant.
6. Successful bidder agrees that it will not initiate any charge backs by reason of customer disputes to ADOR unless and until successful bidder has given actual notice of the disputed claim to ADOR and ADOR has 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 must assign a contact individual or individuals including an individual at the successful bidder's processor company. Said individual or individuals shall provide to ADOR research services on items requested within 24 hours of any transactions, as well as handle credits for ADOR. In cases where ADOR experiences a balancing problem, said contact individual or individuals shall provide to ADOR, within a reasonable time (10 working days) after request, copies of transactions for ADOR in question. These services will be provided at no charge to ADOR.
8. 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 processing of transactions.

9. Successful bidder shall retain documentation for all service fees and any other obligation paid under contract. The books, records and documentation of successful bidder insofar as they relate to this ITB, shall be maintained for the life of the contract and until audited by the Examiners of Public Accounts and released by ADOR. All un-audited records must be transferred to ADOR at the expiration of the contract period. The records shall be maintained in accordance with generally accepted accounting principles.
10. Company will provide monthly a detailed report broken down by credit card location showing the number of sales, the amount of the sales, the number of credits, the amounts of the credits, and the amount of discount with the Merchant number showing. This report will be forwarded to ADOR, Financial Operations Section, by the 10th of the month following transactions.
11. Successful bidder agrees that there shall be no annual fees, set-up fees, initiation fees, programming fees or any other fees charge to ADOR in connection with the administration, acceptance and processing of MasterCard and VISA transactions.
12. Successful bidder and ADOR agree to comply with all acceptable State and Federal Laws and regulations during the term of the contract including that successful bidder agrees to comply with all applicable equal employment laws, regulations and orders which are incorporated herein by reference.
13. ADOR retains the right throughout the term of the contract to evaluate the services provided by successful bidder and to confirm that the same amounts payable under the contract are calculated correctly at such intervals as ADOR deems necessary.
14. Successful bidder shall maintain and assure to ADOR confidentiality of financial records obtained. Each employee of the bidder that is permanently or temporarily assigned to the processing of ADOR data must sign statements that they understand their obligations with regard to confidentiality and disclosure of information. These documents must be on file with ADOR with a copy in the employee's personnel folder. In addition, ADOR will have the right to inspect, at any time, the storage of ADOR data related to the reports. The successful bidder must ensure that the data is stored and used solely for the production of such reports and has no interaction with other bidder files. The successful bidder must also ensure that no one inside or outside of the firm has access to the data for reasons other than to fulfill the bidder's obligation under the credit card contract. Additionally, civil and/or criminal penalties exist for violation of secrecy and confidentiality statutes.
15. The vendor shall be individuals, partnerships or corporations regularly engaged in the business covered by the specifications described and possessed if satisfactory financial, technical, and organizational resources to ensure and have established a satisfactory record in the past with government and/or commercial accounts.

16. ADOR/Financial Operations will consider the selected vendor to be the only point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. The vendor will provide prompt, efficient, and courteous service, and avoid undue interference with other State operations.
17. If at any time during the duration of this contract, the vendor decides that he is no longer able to perform these services, a ninety (90) day cancellation notice must be submitted. The Department requires a ninety (90) day cancellation notice in order to continue services until the service can be bid again.