

INSTRUCTIONS AND SPECIAL CONDITIONS
FOR
VEHICLE RENTAL SERVICES
IN-STATE

1. SCOPE

- 1.1 Purpose. The purpose of this Invitation to Bid is to establish a variety of contract vendors for In-State Vehicle Rental Services, to be utilized by all officers and employees of the State of Mississippi, included but not limited to its political subdivisions when traveling on official business in state.
- 1.2 Term. The term of the In-State Vehicle Rental Services contract shall be for a period of twelve (12) months with an option to renew for up to four (4) additional twelve (12) month periods provided, however, that any contract extension shall be at no increase in cost and shall be agreed to, in writing, by the State and the Contractor. Either party may choose not to renew the agreement with no penalty being applied. The effective date (or date of issue) is expected to be December 1, 2022.
- 1.3 Volume. The total quantity of services required on the contract is not known. The total dollars spent during the time period of a four (4) year contract with the State of Mississippi is typically in excess of 1.5 million. Award of a contract is not a guarantee of receiving any business from the State. All orders received by the Contractor during the term of the contract shall be filled in accordance with the terms and conditions hereinafter set forth.
- 1.4 Restriction. No purchases are to be made from this Contract of any service that is not listed or of any service that is currently authorized under any Contract awarded prior to this Contract.

2. SPECIAL CONDITIONS

- 2.1 Bids Based on State Specifications. The Office of Purchasing and Travel shall award contracts to all responsible and responsive bidders who meet terms and conditions of the bid. The award will be based on the criteria outline in the Invitation to Bid (Refer to Section 4 of the Instructions & Special Conditions)
- 2.2 Firm Price Period. The rate(s) quoted shall include all services requested in this Invitation to Bid unless specifically noted otherwise and shall be firm for the term of the contract.
- 2.3 Price Increase Rejected. Re: 2.2 above. Any request for price increases during the term of the contract shall be rejected. Should this rejection result in a cancellation of the Contract, a new contract will be established as per prescribed competitive bid procedures. Bids submitted by the Vendor causing cancellation shall not be considered. Further, that Vendor shall be removed from the Qualified Bidders List for a period of 24 months.
- 2.4 Discrimination. The bidder understands that the State is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other such discrimination; and the bidder, by signing this bid, agrees during the term of the agreement that the bidder will strictly adhere to this policy in its employment practices and provision of products or services.

- 2.5 Minority Vendor Status. Bidders should indicate if they or any of the distributors they list are considered Minority Vendors. Minority Vendor means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged, and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57-69 and the Small Business Act 15 USCS, Section 637(a). MINORITY as used in this provision means a person who is a citizen or lawful permanent resident of the United States and who is: Black Americans - racial groups of Africa; Hispanic Americans - of Mexican, Puerto Rican, Cuban, Central/South America, Spanish or Portuguese culture or origin; Native Americans - origin in any of the original peoples of North America; Asian Pacific Americans - origins of the Far East, Southeast Asia, the Indian subcontinent; or a Woman.
- 2.6 E-Verify Compliance - If applicable, Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 et seq. (1972, as amended). The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor/Seller further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor/Seller to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; (2) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or (3) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.

3. BID INSTRUCTION

- 3.1 Bid Package. The bid package consists of the following:
- General Conditions
 - Instructions and Special Conditions
 - Vehicle Rental Rate and Information Form
 - Purchase Summary
 - Dealer's List
- 3.2 Preparation of Proposals. In an effort to assure that all requirements are addressed and to assist in the evaluation process, all proposals shall be submitted in the following format using the Vehicle Rental Rate and Information Form. Any other documentation submitted, other than the Invitation to Bid Form and the Vehicle Rental Rate and Information Form **will not** be considered as part of the bid. **These forms shall be attached and submitted with the bid.** One Vehicle Rental Rate and Information Form must be completed for each company. This form will be used to evaluate the bids using the Award Criteria in Section 4.3. No other documents submitted, other than the Invitation to Bid Form, will be considered in the award process.

4. EVALUATION AND AWARD

- 4.1 Rejection. The Office of Purchasing, Travel and Fleet Management reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the State.

- 4.2 Bidder's Qualification. Bidders must, upon request of the State, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Office of Purchasing, Travel and Fleet Management reserves the right to make the final determination as to the bidder's ability.
- 4.3 Award Criteria. Contracts will be awarded to all responding vendors, per vehicle class, including any allowable fees for daily and weekly rental for Vehicle Rental Services for use by all officers & employees of the State of Mississippi and of its political subdivisions when traveling on official business in state.

Vendors shall submit their best and final offer for each vehicle class.

The State requires that only the following document be uploaded as part of the bid:

- **The Vehicle Rental Rate and Information Form**

Any other documents submitted with the bid will **not** be considered in the evaluation and award process. The State may ask the bidder to furnish references or other information as needed upon request.

Factors to be considered for **in-state** bids will be based on pricing, conformity with the specifications and responsibility of the bidder will be considered as well.

- 4.4 Daily Rate & Allowable Fees: Daily and weekly rates plus all allowable fees will be included in the evaluation process only if the fee is on all vehicle classes. If it is determined in the evaluation process that applicable fees are above the going market rates this could result in not being awarded a contract. All allowable fees are listed in Section 5 of Vehicle Rental Rate and Information Sheet. Please note any additional industry fees that are not listed in Section 5 of the Vehicle Rental Rate and Information Sheet will not be allowed in this contract agreement. Please include all allowable fees in section five on the Vehicle Rental Rate and Information Form. If this section is left blank, we will evaluate as no fees charged. Also allowable fees not stated by vendors on the Vehicle Rental Rate and Information Form will not be allowed to be charged during the contract period.

5. CONTRACT ADMINISTRATION

- 5.1 Contract Compliance. All bidders should note that the awarded vendors will be expected to meet all specifications of this bid. As per Section 17.1 of the General Conditions, any failure to perform is cause for cancellation of a bid contract. Contract will be monitored closely to ensure vendor compliance. If problems occur, they will be reviewed and discussed with the vendor and the vendor will be expected to rectify all problems promptly. Once The Office of Purchasing, Travel and Fleet Management has received five (5) written, substantiated, and verified complaints on an awarded vendor regarding noncompliance of any of the contract terms and conditions, that vendor's contract will be cancelled, and that vendor will be removed from the bidders list for a period of twenty-four (24) months.
- 5.2 Inquiries. Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to the Department of Finance and Administration, Office of Purchasing and Travel, 701 Woolfolk Building, Suite A, 501 North West Street, Jackson, MS 39201; Phone: 601-359-3409.
- 5.3 Assignment. No Contract may be assigned, sublet, or transferred without the written consent of the Director, Office of Purchasing and Travel.
- 5.4 Contract Distribution. After Contract is awarded, it will be available on the following websites: https://www.ms.gov/dfa/contract_bid_search/Contract?autoloadGridFalse and <http://www.dfa.ms.gov/dfa-offices/purchasing-travel-and-fleet-management/bureau-of->

[purchasing-and-contracting/contracts/](#).

- 5.5 Billing Instruction. State travel policy requires that officers and employees pay all vehicle rental expenses and to submit travel vouchers to the State for reimbursement of allowable expenses. The State of Mississippi shall be held harmless and accepts no liability of any transaction between the contractor and employees of the state. Purchase orders and direct billing are acceptable at the discretion of the vendor.
- 5.6 Invoices and Payments. After merchandise has been received and invoices submitted to the using agency, it shall be the responsibility of the using agency to make prompt payment. Any questions concerning payment should be addressed to the user agency. The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
- 5.7 Bid Review Schedule. Unless otherwise indicated, the following bid review schedule will be adhered to.

This Schedule may be revised to later dates if situations warrant such revisions.

- Bid Opening: November 4, 2023
- Effective Date: December 1, 2023

6. SPECIFICATIONS

- 6.1 Specifications Based on Standard State Specifications. All services must equal or exceed the specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail, and that only first quality services are to be used. Bidders must, when requested, submit for bid evaluation applicable cuts, sketches, descriptive literature, and technical specifications covering the product or service offered. Reference to literature submitted previously will not satisfy this provision.

If there is a conflict between the information in the General Conditions and the Instructions and Special Conditions, the information in the Instructions and Special Conditions takes precedence.