

STATE OF MISSISSIPPI
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

STATE CONTRACT AGREEMENT

CONTRACTOR: Vanguard Car Rental USA, LLC
dba National Car Rental

STATE CONTRACTOR #: 8200049053

SUPPLIER #: 3102004549

CONTRACT SMART #:1130-20-C-SWCT-00164

COMMODITIES COVERED: Vehicle Rental Services

EFFECTIVE: December 1, 2019
through
November 30, 2020

This State Contract Agreement is made this 20th day of November 2019, between the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management for the State of Mississippi (hereinafter the "State") and Vanguard Car Rental USA, LLC dba National Car Rental 600 Corporate Park Drive St. Louis, MO 63105 (hereinafter the "Contractor").

SCOPE: The Contractor agrees to furnish the State its normal requirements of Vehicle Rental Services on a nonexclusive basis for a period of twelve (12) months beginning December 1, 2019, and ending November 30, 2020, in accordance with all requirements in the *State of Mississippi Proposal Format and Guidelines For Vehicle Rental Services and the Contractor's Proposal submitted on October 28, 2019.*

AUTHORIZED PURCHASERS: The State, as referred to herein, enters into this State Contract Agreement for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts and other political subdivisions of the State of Mississippi. These entities are authorized to purchase from this Contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the Mississippi Procurement Manual.

Purchase Orders prepared by these authorized purchasers shall include this State Contract Agreement Number referenced above.

PRICE GUARANTEE: The prices established herein shall prevail for the term of this Agreement, except in the event of a general market decline in prices of such services at any time during the period of this Contract, the Contractor agrees that the State of Mississippi shall receive full benefit of such decline.

State Bureau of Financial Control shall not approve any account nor order and direct payment of any account for the purchase of any commodity covered by this Contract when the purchase price is in excess of the maximum price fixed in this Agreement.

PRICE DATA: The Contractor has furnished a price list for the new period for authorized purchasers. The State agrees to notify all authorized purchasers of the existence of this Contract and to give the specific instructions relative to the procedures to be followed in making purchases under the provisions hereof.

Entities making purchases over \$50,000 may consider obtaining two competitive quotes from the authorized dealers' list on this manufacturer's contract. If this manufacturer does not have a dealers' list, the manufacturer should be prepared to submit a quote.

PAYMENT TERMS: Net Forty-five (45) days Without Penalty

PAYMENT: Payment for services purchased under the provisions of this Contract shall be made to the Contractor or to the authorized dealer making delivery in accordance with Miss. Code Ann. §§ 31-7-301, et seq. (as amended).

Such payment is to be made only upon receipt, by the authorized purchaser, of properly certified invoices, which are priced strictly in accordance with the pricing provisions of this Contract.

QUANTITY TO BE PURCHASED: It is understood and agreed that the Contractor is entering into this Agreement as a multiple source of supply without any guarantee from the State as to the quantity of the items covered by this Contract that might be ordered during the specified period.

TRANSPORTATION TERMS: All freight and shipping costs are the responsibility of the Vendor and are not reimbursable. All items must be transported F.O.B. Destination. **No surcharges or any other fee of any kind are allowed.**

INDEMNIFICATION: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

ASSIGNMENT: The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the State. Any attempted assignment or transfer without said consent shall be void and of no effect.

CANCELLATION: It is agreed that either party may cancel this Agreement by giving thirty (30) days written notice prior to the effective date of cancellation. Contractor is advised that cancellation of this Agreement by the Contractor may result in disqualification from the awarding of future contracts with the State.

TAXES: No Federal Excise Tax or Mississippi Sales Tax will be added to or otherwise included in the prices submitted by the Contractor. The Contractor understands and agrees that the State and its authorized purchasers exempt from the payment of taxes.

PRECEDENCE: This Contract consists of this Agreement, the Proposal Format and Guidelines referenced herein above, and the Contractor's Proposal. Any ambiguities, conflicts, or questions of interpretation of this Contract shall be resolved by first reference to this Agreement and, if still unresolved, by reference to the Proposal Format and Guidelines, and, if still unresolved, by reference to the Contractor's Proposal.

ORDERING INFORMATION: Please place all orders under this agreement with an approved dealer/distributor from the attached list.

DEPARTMENT OF FINANCE AND ADMINISTRATION
FOR THE
STATE OF MISSISSIPPI

BY: _____

OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

DATE: 11/22/19

THIS MUST BE SIGNED BY AN OFFICIAL
OF THE COMPANY

BY: _____

TITLE: Regional Vice President

DATE: 11/22/2019

1. AUTHORITY

- 1.1 This certifies that a contract has been executed between the Office of Purchasing and Travel, an Office of the Department of Finance and Administration for the State of Mississippi and the herein designated contractor pursuant to Section 31-7-7, Mississippi Code of 1972, Annotated, for the commodities specified herein.

2. APPLICATION

- 2.1 All rentals made by state agencies for services included under the provisions of this contract shall be rented from the contractor receiving the award unless the agency determines that utilization of this contract is not in the best interest of the agency and obtains approval to rent from another source.

Under the provisions of Section 31-7-7 Mississippi Code of 1972, Annotated, the service offered herein may be extended to governing authorities. However, governing authorities, by provisions of Section 31-7-12, Mississippi Code, may use the state contract or follow the provisions set forth in 31-7-13(a), (b), Mississippi Code of 1972, Annotated.

The term governing authorities, shall be defined as to mean boards of supervisors, governing boards of all school districts, all boards of directors of public water supply district, boards of directors of master public water supply districts, municipal public utility commissions, governing authorities of all municipalities, port authorities, commissioner and boards of trustees of any public hospitals and any political subdivision of the state supported wholly or in part by public funds of the state or political subdivisions thereof.

3. RESTRICTION

- 3.1 During the term of this contract no rental of the above-designated services from the designated contractor shall be made at a rate in excess of that established by the price set out in this contract.

4. OTHER INFORMATION

- 4.1 Purpose: The purpose of this catalog is to establish a contract with contractors who shall provide vehicle rental services.
- 4.2 Attached Information: To assist travelers in utilizing this contract we have attached one document as follows:
- A. Car Rental Contract Information - Vendor, contract number, rates, identification number, etc.
- 4.3 When a rental car is used in lieu of a personal automobile for official state business within the state, only the actual cost of the rental car can be claimed for reimbursement when such rental is less expensive than the current mileage calculation. The Bureau of Financial Control requires that the user show the comparison of the total rental car expense to the total mileage expense. Reimbursement for the lesser of the two expenses shall be shown on the travel reimbursement voucher. This reservation does not require the use of a state contract travel agency and may be made by the employee/agency.

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- 4.4 A mid-size rental car is normally the largest rental that will be reimbursed. Naturally, there will be occasions for which a larger car will be required in order to carry out the state's business. A statement from the employee explaining why a larger vehicle was required must accompany any Expense Voucher which includes the rental of any vehicle with a cost greater than a mid-size vehicle.
 - 4.5 Charges for rental cars shall be allowed only when there is a demonstrated cost savings, including compensated employee time, over other modes of transportation, such as buses, subway, and taxis, and not for the convenience of the employee. The State WILL NOT reimburse for rental cars obtained for personal use, such as sightseeing or optional travel to/from restaurants, while on official business travel. Only the rental car which is consistent with the size requirement of the business task to be performed will be reimbursed.
 - 4.6 The rental car contract includes unlimited mileage (unless otherwise specified), and free CDW/LDW insurance. The option to purchase insurance should always be declined and will not be reimbursed. All rentals require either a corporate or personal credit card. Be prepared to show proper identification when picking up rental vehicle.
 - 4.7 Fill the car with gasoline prior to return. Otherwise, you may be charged for a full tank of gasoline even if the tank is 3/4 full when returned.
 - 4.8 Exception to Waiver Requirement: You must use a state contract vendor. If a state contract vendor location is not available to you and a non-contract vendor will honor the state contract price, including insurance and unlimited mileage, an eWaiver will not be required to be submitted to the Office of Purchasing and Travel. If they will not honor the contract price (including insurance and unlimited mileage) you must submit an eWaiver to our office.

5. CONTRACT ADMINISTRATION

- 5.1 Questions or problems arising from this contract or subsequent order and delivery procedures should be directed to the Office of Purchasing and Travel, 701 Woolfolk Building, Suite A, 501 North West Street, Jackson, MS 39201; Phone: 601-359-3409.

6. CONTRACTOR IDENTIFICATION

- 6.1 The Vehicle Rental Services contract has been awarded to this vendor. Pricing and information for this contractor is provided on the following pages.

VEHICLE RENTAL SERVICES – In-State
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Vanguard Car Rental USA, LLC
dba National Car Rental
Contract Number: 8200049053
Smart Number: 1130-20-C-SWCT-00164
Corporate ID Number: XZ55012

	Daily	Weekly	Award
Mid-Size	\$ 35.50	\$ 213.00	Secondary
Full Size	\$ 44.50	\$ 267.00	Alternate
Intermediate SUV	\$ 65.00	\$ 390.00	Alternate
Standard SUV	\$ 65.00	\$ 390.00	Alternate
½ Ton Pickup	\$ 70.00	\$ 420.00	Alternate
Mini Van	\$ 66.00	\$ 396.00	Alternate
12-15 Passenger Van	\$ 125.00	\$ 750.00	Alternate

Contract Administrator: Cynthia Washington
1080 River Oaks Drive, Suite B200
Flowood, MS 39232
601.420.3738 – phone
877.881.5500 – toll free

Cynthia.B.Washington@ehi.com - email
<http://www.nationalcar.com> - website