

## INSTRUCTIONS AND SPECIAL CONDITIONS

FOR

Revised Date: 09/03/14

### VEHICLE RENTAL SERVICES

**PLEASE NOTE:** The State of Mississippi mandates that all bids be submitted electronically through our e-procurement system. It is the responsibility of the companies submitting bids to verify that all of our requirements for submitting the bid have been fulfilled. Failure to do so may result in that bid being rejected.

**PLEASE NOTE:** It shall be the responsibility of each manufacturer to ensure that your profile is current in our e-procurement system. Current information such as e-mail addresses, contact person(s), phone number(s), etc., must be updated whenever there are any changes to your profile. **The website to update your profile or register as a vendor with the State of Mississippi is: <http://www.mmrs.state.ms.us/vendors/index.shtml>.**

#### 1. SCOPE

- 1.1 Purpose. The purpose of this Invitation to Bid is to establish one (1) exclusive contract, multiple contracts and/or multiple contracts using one or more vendors and/or primary and secondary vendors for Vehicle Rental Services for use by all officers and employees of the State of Mississippi and of its political subdivisions when traveling on official business in-state and out-of-state.
- 1.2 Term. The term of the 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, 2014.
- 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 this contract to responsible and responsive bidder(s) who meet the terms and conditions of the bid. The award will be made based on the criteria outline in the Invitation to Bid. (Refer to Section 4 of the Instructions and 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 are a Minority Vendor. 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; Women.

Bidders should put a "MV" beside their name if they qualify under this section. The Office of Purchasing and Travel will include this information in the documents distributed to the agencies and governing authorities.

- 2.6 E-verify Compliance. Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. 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 and, upon request of the State, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) 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, or (b) 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 (c) 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.

### 3. BID INSTRUCTION

- 3.1 Bid Package. The bid package consists of the following:
- General Conditions
  - Instructions and Special Conditions
  - Specifications
  - Vehicle Rental Rate and Information Form
- 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 electronically through our e-procurement system 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.

3.3 **Submission of Bids.** All bids must be submitted electronically through our e-procurement system. It is the vendor's responsibility to ensure all required documents have been submitted.

3.4 Additional Information. Any information to be considered will be at the request of the State at the time of the evaluation.

#### 4. EVALUATION AND AWARD

4.1 Rejection. The Office of Purchasing and Travel reserves the right to reject any bid or proposal that contains prices for individual rentals that are inconsistent or unrealistic when compared to other prices or proposals in the same or other bids, if such action would be in the best interest of the State. The State also reserves the right to reject any and all proposals or to cancel the Invitation to Bid in its entirety at the State's sole discretion.

4.2 Bidder's Qualification. Bidders must, upon request of the State, furnish satisfactory evidence of their ability to furnish commodities or services in accordance with the terms and conditions of these specifications. The Office of Purchasing and Travel reserves the right to make the final determination as to the bidder's ability.

4.3 Award Criteria. The State will award one (1) exclusive contract, multiple contracts and/or multiple contracts using one or more vendors and/or primary and secondary vendors for Vehicle Rental Services for use by all officers and employees of the State of Mississippi and of its political subdivisions when traveling on official business in-state and out-of-state.

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. Locations, conformity with the specifications and responsibility of the bidder will be considered as well.



| <b>Company B</b>          | <b>Daily</b> | <b>Weekly</b> | <b>Daily<br/>x.95</b> | <b>Weekly<br/>x.05</b> | <b>Initial<br/>x<br/>Weighted<br/>Price</b> | <b>Vehicle<br/>Type<br/>Weight</b> | <b>Initial x<br/>Type<br/>Weight</b> |
|---------------------------|--------------|---------------|-----------------------|------------------------|---|------------------------------------|--------------------------------------|
| Subcompact                | \$34.00      | \$204.00      | \$32.30               | \$10.20                | \$42.50                                     | 0.01                               | \$0.43                               |
| Compact                   | \$36.00      | \$216.00      | \$34.20               | \$10.80                | \$45.00                                     | 0.038                              | \$1.71                               |
| Intermediate              | \$38.00      | \$228.00      | \$36.10               | \$11.40                | \$47.50                                     | 0.596                              | \$28.31                              |
| Full Size                 | \$40.00      | \$240.00      | \$38.00               | \$12.00                | \$50.00                                     | 0.19                               | \$9.50                               |
| Premium/Luxury            | \$55.00      | \$330.00      | \$52.25               | \$16.50                | \$68.75                                     | 0.037                              | \$2.54                               |
| Sport Utility             | \$55.00      | \$330.00      | \$52.25               | \$16.50                | \$68.75                                     | 0.051                              | \$3.51                               |
| Mini-van                  | \$58.00      | \$348.00      | \$55.10               | \$17.40                | \$72.50                                     | 0.04                               | \$2.90                               |
| <b>Weighted Bid Price</b> |              |               |                       |                        |   |                                    | <b>\$48.90</b>                       |

| <b>Points Awarded</b> | <b>Weighted<br/>Bid Price<br/>(WBP)</b> | <b>Lowest<br/>Weighted<br/>Bid Price<br/>(LWBP)</b> | <b>LWBP / WBP</b> | <b>Points<br/>available</b> | <b>Score</b>    |
|-----------------------|---|---|-------------------|-----------------------------|-----------------|
| <b>Company A</b>      | \$50.77                                 | \$48.90   | 0.96317           | 60                          | <b>57.79003</b> |
| <b>Company B</b>      | \$48.90                                 | \$48.90   | 1                 | 60                          | <b>60</b>       |

**Company A would receive 57.79 points and Company B would receive 60 points.**

**B. Locations – 40 points**

The State has determined that certain locations are used more often than other locations; therefore, the more commonly used locations will carry more weight in the evaluation process. There will be a possible 23.48 points for having rental facilities at specific airports as shown below.

There will be another 11 points available based upon the number of other airport locations served within the 48 contiguous states. There will be another 5.52 points available based upon the total number of locations served within the 48 contiguous states. The bid offering the highest number of locations will receive the maximum points and others will receive points based upon a calculation as shown below. An example of the evaluation process follows:

Location – all are airport locations

|                       | <b>Points</b> | <b>Company<br/>A</b> | <b>Points</b> | <b>Company<br/>B</b> | <b>Points</b> |
|-----------------------|---------------|----------------------|---------------|----------------------|---------------|
| Orlando, FL           | 2.12          | Yes                  | 2.12          | No                   | 0.00          |
| Atlanta, GA           | 1.63          | Yes                  | 1.63          | Yes                  | 1.63          |
| Denver, CO            | 1.52          | Yes                  | 1.52          | Yes                  | 1.52          |
| Los Angeles, CA (LAX) | 1.29          | Yes                  | 1.29          | Yes                  | 1.29          |
| Baltimore, MD         | 1.16          | Yes                  | 1.16          | Yes                  | 1.16          |
| Washington, DC        | 1.16          | No                   | 0.00          | Yes                  | 1.16          |
| San Francisco, CA     | 1.13          | Yes                  | 1.13          | Yes                  | 1.13          |
| Raleigh, NC           | 1.11          | Yes                  | 1.11          | Yes                  | 1.11          |
| Phoenix, AZ           | 1.02          | Yes                  | 1.02          | Yes                  | 1.02          |
| Las Vegas, NV         | 0.94          | No                   | 0.00          | Yes                  | 0.94          |
| Dallas, TX            | 0.91          | Yes                  | 0.91          | Yes                  | 0.91          |
| Seattle, WA           | 0.87          | Yes                  | 0.87          | Yes                  | 0.87          |
| Indianapolis, IN      | 0.86          | Yes                  | 0.86          | No                   | 0.00          |
| Ft. Lauderdale, FL    | 0.86          | Yes                  | 0.86          | No                   | 0.00          |

|                         |      |     |      |     |      |
|-------------------------|------|-----|------|-----|------|
| Houston, TX (IAH)       | 0.85 | Yes | 0.85 | No  | 0.00 |
| Chicago, IL (O'Hare)    | 0.82 | Yes | 0.82 | Yes | 0.82 |
| Miami, FL               | 0.76 | Yes | 0.76 | Yes | 0.76 |
| Tampa, FL               | 0.70 | Yes | 0.70 | Yes | 0.70 |
| Reno, NV                | 0.67 | Yes | 0.67 | Yes | 0.67 |
| Memphis, TN             | 0.67 | Yes | 0.67 | Yes | 0.67 |
| Washington, DC (Dulles) | 0.64 | Yes | 0.64 | Yes | 0.64 |
| Albuquerque, NM         | 0.63 | Yes | 0.63 | Yes | 0.63 |
| San Diego, CA           | 0.63 | No  | 0.00 | Yes | 0.63 |
| Houston, TX (Hobby)     | 0.55 | Yes | 0.55 | Yes | 0.55 |

|                   |  |  |       |  |       |
|-------------------|--|--|-------|--|-------|
| Total Points      |  |  |       |  |       |
| Specific airports |  |  | 20.75 |  | 18.79 |

|                          |                       |     |                     |     |
|--------------------------|-----------------------|-----|---------------------|-----|
| Other Airport Locations: | <b>Company A</b>      | 150 | <b>Company B</b>    | 175 |
| Points:                  | A=(150/175)*11 = 9.43 |     | B=(175/175)*11 = 11 |     |

|                        |                           |      |                           |      |
|------------------------|---------------------------|------|---------------------------|------|
| Total other locations: | <b>Company A</b>          | 3500 | <b>Company B</b>          | 5500 |
| Points:                | A=(3500/5500)*5.52 = 3.51 |      | B=(5500/5500)*5.52 = 5.52 |      |

|                                | <b>Company A</b> | <b>Company B</b> |
|--------------------------------|------------------|------------------|
| Total Points Specific Airports | 20.75            | 18.79            |
| Total Other Airport Locations  | 9.43             | 11               |
| Points other Locations         | 3.51             | 5.52             |
| Total Points for Locations     | 33.69            | 35.31            |

Conformity with specifications – 5 points

Substantial deviations from the specifications will cause the bid to be rejected. Minor deviations may be allowed but will receive a reduction in points of at least one (1) and not more than five (5) points.

**C. Responsibility of the Bidder – 5 points**

Prior performance and references will be considered to determine the responsibility of the bidder and points will be awarded accordingly. The bidder may be asked to furnish references upon request of the State.

**D. Total Points Possible – 110 points.**

|                                | <b>Company A</b> | <b>Company B</b> |
|--------------------------------|------------------|------------------|
| Total Points – Locations       | 33.69            | 35.31            |
| Total Points – Price           | 57.59            | 60.0             |
| Conformity with Specifications | 5.0              | 4.0              |
| Responsibility of Bidder       | 5.0              | 5.0              |
| <b>Total Points Awarded</b>    | <b>101.48</b>    | <b>104.31</b>    |

## 5. CONTRACT ADMINISTRATION

- 5.1 Contract Compliance. All bidders should note that the awarded vendor 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 and Travel 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 canceled 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 Office of Purchasing and Travel in writing, 701 Woolfolk Building, Suite A, 501 North West Street, Jackson, MS 39201.
- 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 the Contract is awarded, it will be published and distributed to user agencies and to local governmental units, such as counties, cities, special districts, school districts, etc.
- 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 is acceptable at the discretion of the vendor.
- 5.6 Invoices and Payments. Payment will be the responsibility of the officer or employee. Acceptance of purchase orders or direct billing will be the responsibility of the State.

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 using the Statewide Automated Accounting System (SAAS) 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 Tabulation Review. All vendors are invited and encouraged to attend the bid opening meeting. After the close of the bid opening meeting, the bids will be considered to be in the evaluation process. Upon completion of the evaluation process, the Office of Purchasing and Travel will notify the awarded vendor(s). (See Notice of Award Review.)

Upon completion of the review and evaluation process and distribution of the notice through **our e-procurement system** the bids shall become public documents to the State of Mississippi and open for review by appointment only by all vendors that submitted bids. This will be considered to the evaluation review period.

- 5.8 Bid Review Schedule. Unless otherwise indicated, the following bid review schedule will be adhered to. Any protest or questions concerning the evaluation or award must be received in writing by the Office of Purchasing and Travel on or before the evaluation review deadline.
- Bid Opening: September 30, 2014 - 2:00 p.m.
  - Effective Date: December 1, 2014

This schedule may be revised to later dates if situations warrant such revisions. Any vendor wishing to be advised of such revisions should submit a letter **attached with their bid through our e-procurement system** which indicates this desire.

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.**