DAILY VEHICLE RENTAL

CORPORATE SUPPLY ARRANGEMENT

(RCSA author: complete blue highlighted sections and remove highlighting,.)

THIS CORPORATE SUPPLY ARRANGEMENT is made the **DD** day of **Month, YYYY**

[Offeror's name
Address,
Telephone & facsimile number
Contact Name]

(the "Offeror")

HEREBY OFFERS TO SUPPLY, AS, IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AND THE PUBLIC SECTOR ENTITIES, ON THE TERMS AND CONDITIONS DESCRIBED BELOW.

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1.1 In this Corporate Supply Arrangement:

a) "**Administration Requirements**" means those requirements set out in Schedule "F";

b) "**Contract**" means the contract that is formed on receipt by the Offeror of a Purchase Document for the Services described in the Purchase Document, and which is on the terms and conditions set out in the Province's General Services Agreement, a copy of which may be found at http://www2.gov.bc.ca/gov/content/governments/services-for-government/bc-bid-resources/templates-and-tools/service-contract-templates, as may be updated from time to time, and which includes as Schedules to the General Services Agreement the completed Schedules A, B, C, D, E [if applicable], F, and G [if applicable] attached to the CSA, and if applicable, any addendum entered into between Public Sector Entities and the Offeror pursuant to section 3.2 (c);

c) "**Contractor**" means the Offeror who is in receipt of a Purchase Document requesting the Services under this CSA;

d) "**Corporate Supply Arrangement**" or "**CSA**" means this CSA;

e) "**Offeror**" means **[Insert legal name]** also identified as **[Insert doing business as name if applicable]**;

f) "**Offeror's Representative**" means the representative and designated back-up assigned by the Offeror to administer the CSA;

g) "**Prices**" means the prices for the Services set out in Schedule "B" to the CSA;

h) "**Province**" means Her Majesty the Queen in Right of the Province of British Columbia and includes Procurement Services and any ministries of the Province;

i) "**Province Representative**" means Name, Procurement Specialist, or such other individual designated from time to time by the Province to administer this CSA on behalf of the Province;

j) "**Public Sector Entity**" or "**Entities**" means a broader public sector organization listed at the Procurement Services' website that has been qualified to issue a Purchase Document against a CSA, and also such organizations as may be qualified and added to the list from time to time;

k) "**Purchase Document**" means a written Purchase Document issued by a Purchaser to an Offeror against this CSA for the provision of a specified quantity of Services at the prices set out in this CSA;

l) "Purchase" means to order Services by way of a Purchase Document against the CSA.

m) "**Purchaser**" means the Province or a Public Sector Entity that has issued a Purchase Document;

n) "**Procurement Services**" means the Procurement Services Branch, Ministry of Citizens' Services; and

o) "**Services**" means those services described in Schedule "A".

1.2 All references to dollars, currency, and money must mean Canadian dollars ($CAD).

1.3 Unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

EXPIRY

2.1 This CSA will expire on January 31, 2024 unless withdrawn in accordance with section 3.1 (F) or Section 9, or renewed by the Province for up to two additional one-year periods.

CORPORATE SUPPLY ARRANGEMENT - GENERAL

3.1 The Offeror makes the offer set out in this CSA on the following understandings:

a) the establishment of this CSA does not oblige the Province or any Public Sector Entity to authorize or order all or any of the Services from the Offeror;

b) a Contract is formed only on receipt of a Purchase Document by the Offeror;

c) a Purchase Document will form a Contract only for those Services in respect of which a Purchase Document has been issued by a Purchaser, provided always that such a Purchase is made in accordance with the provisions of this CSA;

d) the Contract will be on the terms and conditions set out in the Province's General Services Agreement, a copy of which may be found at http://www2.gov.bc.ca/gov/content/governments/services-for-government/bc-bid-resources/templates-and-tools/service-contract-templates, as may be updated from time to time, and will include as Schedules to the General Services Agreement the completed Schedules A, B, C, D, E [if applicable], F, and G [if applicable] attached to this CSA and if applicable, any addendum entered into between Public Sector Entities and the Offeror pursuant to section 3.2;

e) the Province and any Public Sector Entity each reserves the right to procure the specified Services by any other means, including the use of other agreements, or by other procurement or contracting methods;

f) the liability of a Purchaser will be limited to that which arises from a Contract made prior to the expiry date described in Section 2.1;

g) the Province reserves the right to set aside this CSA, for whatever reason, and not make it available for any Purchases. The Province will promptly notify the Offeror of such action;

h) any changes to this CSA are to be documented by way of a written addendum between the Offeror and the Province;

i) the Offeror's Representative, and a designated back-up individual, will be available during the Province's normal business hours, and will have the authority to represent the Offeror with respect to all issues arising under this CSA;

j) if the Offeror offers a lower Price to others in the British Columbia public sector for substantially the same services and terms and conditions of a Contract during the term of this CSA, that lower Price will also apply to this CSA. For the purposes of this section, a lower

Price is a price that is lower than the unit price in Schedule "A"; and

k) the Offeror will provide the Province's Representative with 60 days written notice of any changes to the list of Services included in Schedule "A", and the Province will determine, it its sole discretion, whether to accept such changes; and

l) individual Purchases must not exceed $75,000.00.

CORPORATE SUPPLY ARRANGEMENT - PUBLIC SECTOR ENTITIES

3.2 With respect to Purchases by Public Sector Entities, the Offeror acknowledges that:

(a) Public Sector Entities are solely responsible for all payments and other obligations to the Offeror incurred through making a Purchase against the CSA;

(b) nothing in this CSA or any resulting Contract will impose any liability whatsoever on the Province in respect of any obligation of a Public Sector Entity to the Offeror, and the Province disclaims any and all liability in respect of any Purchase made by a Public Sector Entity against this CSA;

(c) neither a Public Sector Entity utilizing the CSA nor the Offeror will be required to agree to any terms and conditions other than those set out in this CSA. However, Public Sector Entities will have the option of renegotiating the terms and conditions set out in the Province's General Services Agreement, including the Schedules, to the extent necessary to address the Public Sector Entity's specific travel reimbursement and other policies, insurance, indemnification, limitation of liability requirements, privacy, confidentiality and security requirements. All changes to the terms and conditions of the General Services Agreement are to be set out in an addendum to the CSA entered into with the Offeror; and

(d) the Offeror reserves the right to refuse to enter into an addendum as contemplated in subsection (c) that would vary the terms and conditions of the Contract from that set out in this CSA.

PURCHASE MECHANISM

i. The Services may be ordered by various methods, including: in person, telephone, facsimile, or email, so long as a written Purchase Document is presented that includes at a minimum:

(a) the reference number for this CSA;

(b) the name/description of the Purchaser;

(c) the specified quantity of the Services that are being ordered; and

(d) the maximum amount payable for the Purchase.

ii. Purchases against a CSA paid for with the Province's Corporate Purchasing card must be accorded the same Prices and be subject to the same terms and conditions as any other Purchase.

iii. If the Purchaser issues a Purchase Document to the Offeror prior to the expiry of this CSA and receives the Services, then the Purchaser will pay to the Offeror the amounts payable as described in Schedule "A".

iv. If there is any conflict or inconsistency among any of the provisions of the following documents:

a) this CSA; and

b) a Purchase Document,

then the order of precedence will be (a) and then (b), unless the Offeror and a Public Sector Entity have entered into an addendum revising the terms of the General Services Agreement in accordance with section 3.2(c) of this CSA, in which case, any terms in such addendum stated to apply notwithstanding the terms of the General Services Agreement will take precedence.

GENERAL TERMS AND CONDITIONS THAT APPLY TO PURCHASES OF SERVICES

8. The terms and conditions contained in the Province's General Service Agreement, a copy of which can be found at http://www2.gov.bc.ca/gov/content/governments/services-for-government/bc-bid-resources/templates-and-tools/service-contract-templates, and Schedules A to G of this CSA will constitute the full and complete agreement (the "Contract") between the parties. In the Province's General Service Agreement, "you" means the Contractor and "we" means the Purchaser.

NOTIFICATION OF WITHDRAWAL

9. In the event that the Offeror wishes to withdraw this CSA, the Offeror will provide no less than thirty (30) days' prior written notice to the Province Representative, and such withdrawal of this CSA will not be effective until receipt of such notification by the Province Representative and the expiry of such notice period.

10 The Offeror will fulfil any Purchases made before the expiry of such notice period.

(NOTE: To be completed if the Respondent is successful in the RCSA process)

SIGNED by the Offeror

_____

(Authorized Signatory)

_____

Title

_____

Print Name

1. SCHEDULE "A" - SERVICES

2. Hours of Operation

Unless otherwise specified, locations will be open seven days per week with Monday to Friday hours of operation for all locations. The Contractor will not levy a rental charge or other fees for any additional days beyond the date of vehicle return. This includes days the location is normally closed, or other closures.

3. Daily Rate

The Contractor's daily rate applies to a 24 hour rental period.

4. Authorized Users of the Vehicle Rental CSA

The following Authorized User groups will be permitted full access to this Corporate Supply Arrangement (CSA):

"**Authorized Users**". Authorized Users of the Vehicle Rental CSA include all British Columbia Provincial Government Authorized Users, Public Sector Authorized Users, and Cost Recoverable Contractors.

These Authorized User groups are further defined as;

"**British Columbia Provincial Government Authorized Users**". Core British Columbia government staff travelling on official government business, including all provincial government employees, Members of the Legislative Assembly (MLAs) and members of the provincial judicial system.

"**Public Sector Authorized Users**". Employees and officials of Authorized Public Sector Organizations travelling on official business. Public Sector Authorized Users will be permitted access to the CSA(s) providing they adhere to the terms and conditions stated in the CSA(s). To view a regularly updated listing of Authorized Public Sector Organizations please use the following Internet link: http://www2.gov.bc.ca/assets/gov/government/services-for-government-and-broader-public-sector/buy-goods-services-and-construction/goods-and-services-catalogue/csa-assets/csa-users-list/csa_users_list.pdf.

"**Cost Recoverable Contractor**". A person under contract with a ministry or an Authorized Public Sector Organization for whom all expenses are reimbursed by the ministry or organization. Such contractors must be permitted to rent vehicles under the terms and conditions of the Corporate Supply Arrangement.

5. Alberta and Saskatchewan Business Travelers

The Province of British Columbia has joined with the Provinces of Alberta and Saskatchewan to create the New West Partnership. Economic development will be fostered through the elimination of barriers to trade; standardization and streamlining of administrative procedures; and collaborative initiatives to reduce the cost of delivering government services. In support of this initiative the Province of British Columbia wishes to extend its Daily Vehicle Rental CSAs to staff of the Province of Alberta and the Province of Saskatchewan travelling to British Columbia on authorized government business.
Government of Alberta and Government of Saskatchewan are designated as Authorized Public Sector Organizations and their staff as Public Sector Authorized Users.
Government of Alberta is further defined as:

a) Departments of Her Majesty the Queen in right of Alberta; and

b) boards, commissions and organizational units that form part of the public service of Alberta but are not part of departments of Her Majesty the Queen in right of Alberta.

Government of Saskatchewan is further defined as: Her Majesty the Queen in Right of the Province of Saskatchewan and includes any departments, ministries and agencies.

6. State of Washington Travelers

The Province of British Columbia and the State of Washington have entered into a Memorandum to Enhance Competitiveness and Prosperity in Washington and British Columbia. Economic development will be fostered through the reduction of unnecessary impediments to a more integrated and competitive regional economy; and collaborating on government procurement. In support of this initiative the Province of British Columbia wishes to extend its Daily Vehicle Rental CSAs to staff of the State of Washington travelling to British Columbia on authorized government business.
The State of Washington will be designated as an Authorized Public Sector Organization and its staff as Public Sector Authorized Users.

7. Identification Requirements for Authorized Users

1.1.1 British Columbia Provincial Government Authorized Users & Public Sector Authorized Users

British Columbia Provincial Government Authorized Users and Public Sector Authorized Users are to produce identification that shows they are employees of the British Columbia provincial government or employees or officials of Authorized Public Sector Organizations. This identification may be in the form of a business card, or a letter from the ministry or public sector organization.

1.1.2 Cost Recoverable Contractors

In order to access the CSA a Cost Recoverable Contractor must present a letter from the ministry or Authorized Public Sector Organization that identifies them as an approved contractor, indicates the start and finish dates of their contract, and is signed by an appropriate expense authority within the ministry or Authorized Public Sector Organization.

8. Age of Authorized Users

Authorized Users are to be over the age of 19. The Offeror must not charge an additional cost because of the Authorized User's age or length of time as a licensed driver.

9. License Requirements for Authorized Users

Authorized Users who do not hold a current and valid driver's license or have not successfully completed the graduated licensing program Learner (L) designation will not be permitted to rent or operate a rental vehicle. A Learner (L) designation must be completed and removed. Authorized Users who hold a current and valid Novice (N) designation; or a valid BC driver's license for the classification of vehicle being rented will be permitted to operate a vehicle under this CSA.

10. Provincial Government, CPPM Policy, Chapter 11, section 3.3 (B):

All drivers of government vehicles must hold a valid BC driver's licence for the type of vehicle. Exceptions for out-of-province license holders (e.g. seasonal workers) must have written authorization from the executive financial officer or designate. Ministries are to confirm the

driver's license-status of any operator driving a government vehicle (e.g. validity, relevant restrictions, "N" status and corresponding requirements).

11. Authorized Passengers

Authorized Passengers will only include:

- government employees transported in the performance of their duties;
- spouses or children accompanying Authorized Users on travel status;
- contractors or persons other than employees transported in connection with government business; and
- persons authorized in writing by an executive financial officer or designate.

12. Additional Drivers

Authorized Passengers (Section 0) accompanying the Authorized User must be permitted as additional drivers whether declared or not at the time of rental. Additional drivers must meet the age requirements detailed in Section 8 and license requirements detailed in Section 9.

13. Additional Driver Charge

An additional driver fee must not be charged for additional drivers.

14. General Vehicle Specifications

Minimum General Specifications

The following conditions will be considered the minimum general specifications applicable to all types of vehicles offered for rental and must be included in price submitted:

a) will be no older than two years prior to the current model year;

b) will be maintained and serviced as recommended by the manufacturer;

c) will be equipped with M+S tires with at least 3.5 mm tread depth

Caveat: Effective October 1 – April 30

Due to the inclement winter weather conditions that can be regularly encountered in many parts of BC during winter months (Oct 1 – April 30), the use of dedicated winter tires, M+S with 3-Peaked Mountain and Snowflake will provide greater winter driving performance and safety. As a consequence, the dedicated winter tire classification will be required, when available, at no additional cost to the client.

d) each vehicle will be equipped with jack, wheel wrench and any other emergency equipment required by law (e.g. flares and extinguishers on Type F vehicles);

e) the Offeror, prior to rental, will inspect each vehicle and any damage or deficiency noted and repaired if needed. All non-repaired damage or deficiencies must be brought to the attention of the renter prior to their departing the rental location; and

f) all vehicles will be equipped with automatic transmissions and air conditioning (summer only). Large trucks may be offered with standard transmissions.

15. Hand Operated Vehicles

Vehicles modified for use by disabled Authorized Users (hand operated vehicles etc.) if available, must be included at no additional charge.

16. Vehicle Mechanical Breakdown

In the event the rented vehicle is unable to be used due to mechanical or non-operator caused breakdown (not related to an accident) the vehicle must be replaced promptly by the Contractor with a similar vehicle. If a similar replacement vehicle is not available then the disabled vehicle must be replaced with an upgraded vehicle suitable for the use intended by the Authorized User. If no vehicle is available from the originating Contractor, the Contractor will arrange for a replacement vehicle from another local rental agency at no additional cost to the Authorized User. The Contractor must not charge for the period (to the nearest half day) that the vehicle was disabled.

17. Unmarked Cars

Unmarked cars (without company logo or other markings that suggest the vehicle is a rental) may be required and should be made available upon request if available from a specific location (prior reservation only).

18. Vehicle Types

Government policy requires Authorized Users to use the most economical, fuel-efficient, and 'green' mode of transportation suitable for their needs.

Authorized Users are encouraged to rent clean energy and hybrid vehicles wherever available and where servicing is available in the proposed operating area. Further, some ministries may restrict Authorized Users to the use of clean energy, hybrid or compact vehicles unless use of larger vehicles is pre-authorized by an expense authority.

In the event an Authorized User reserves a vehicle of a particular type and that type of vehicle is not available at the time of rental, vehicles of alternate types offered will be offered at no additional cost.

19. Clean Energy Vehicles

20. Type A - Clean Energy Vehicles

The rental rate must apply to Battery Electric Vehicles, Plug In Hybrid Electric Vehicles, Fuel Cell Vehicles, and Compressed Natural Gas passenger vehicles.

Examples of Type A vehicles:
Nissan Leaf, Mitsubishi iMiev, Chevy Volt, Toyota Plug In Prius, Honda Clarity, Honda GX

Note: If a Type A vehicle was reserved and is not available at time of rental, a Type B, C, D, E or F vehicle must be offered as an alternate at no additional cost.

21. Hybrid Vehicles

22. Type B - Compact Hybrid Vehicles

The rental rate must apply to four-door, two-wheel drive full hybrid vehicles.

Examples of Type B vehicles:
Prius, Civic

Note: If a Type B vehicle was reserved and is not available at time of rental, a Type C vehicle must be offered at no additional cost.

23. Type C - Mid-Compact Hybrid Vehicles

The rental rate must apply to four-door, two-wheel drive full hybrid vehicles.

Examples of Type C vehicles: Altima, Camry

Note: If a Type C vehicle was reserved and is not available at time of rental, a Type B, D, E, or F vehicle must be offered as an alternate at no additional cost.

24. Non-Hybrid Vehicles

25. Type D - Sub-Compact Cars

The rental rate must apply to four or five-door, two-wheel drive, non-sport packaged vehicles and station wagon models of Type D.

Examples of Type D vehicles: Fit, Yaris, Versa

Note: If a Type D vehicle was reserved and is not available at time of rental, a Type B, C, E or F vehicle must be offered at no additional cost.

26. Type E - Compact Passenger Cars

The rental rate must apply to four or five-door, two-wheel drive, non-sport packaged vehicles and station wagon models of Type E.

Examples of Type E vehicles: Focus, Cobalt, Optra, Civic, Sentra, Caliber, Mazda 3

If a Type E car is not available, a Type B, C, D or F vehicle must be offered at no additional cost.

27. Type F - Mid-Size or Intermediate Passenger Cars

The rental rate applies to vehicles in the mid / intermediate size ranges including 2, 4 or 5 door and station wagon models of two wheel drive, non-sport packaged vehicles.

Examples of Type F vehicles: Accord, Altima, Camry, Malibu, Mazda 6,
PT Cruiser, Sebring

Note: If a Type F vehicle was reserved and is not available at time of rental, a Type G vehicle must be offered at no additional cost. Types B, C, D or E vehicles, charged at their CSA rate, may only be offered as an alternate if no reservation was received or if no other Type F or G vehicle is available.

28. Type G - Full Size Passenger Cars

The rental rate applies to vehicles in the full size range including two, four, or five door and station wagon models of two-wheel drive, non-sport packaged vehicles.

Examples of Type G vehicles: Grand Prix, Impala, Lucerne, Magnum, Taurus

Note: If a Type G vehicle was reserved and is not available at time of rental, a Type F vehicle, charged at the Type F rate less 10%, must be offered as an alternate. If no reservation was received, type F vehicles, charged at the Type F rate, may be offered as an alternate if no Type G vehicle is available at the time of rental.

29. Type H - Mini-Vans

The rental rate applies to mini-van passenger vehicles with two-wheel drive, and seating for five to eight adults.

Examples of Type H Vehicles: Caravan, MPV, Odyssey, Quest, Sienna, Town & Country, Uplander

Note: If a Type H vehicle was reserved and is not available at time of rental, another suitable vehicle must be offered at no additional cost. Type F or G vehicles, charged at the Type F or G rates, may be offered as an alternate if no reservation was received.

30. Type I - Sport Utility Vehicles

Passenger vehicles that fall under one or more of the following descriptions are considered Sport Utility Vehicles;
Four-wheel / all-wheel drive cars / sport-utility vehicles: cars, station wagons or sport utility vehicles with seating for four or more adults (except trucks), designed for moderate non-paved road or severe weather use.

Examples of 4-wheel drive vehicles: Forester, Outback, Tribute, Durango, Tahoe, Yukon, Liberty, Escape, Suburban, Grand Cherokee, Xterra.

A full-size spare tire must be included with each Type I vehicle rented under the CSA.
Note: If a Type I vehicle was reserved and is not available at time of rental, a Type J or other suitable vehicle must be offered at no additional cost. Type G or H vehicles, charged at the Type G or H rates, may be offered as an alternate if no reservation was received.

31. Type J - Passenger Van / Bus

This category applies to two-wheel drive vehicles offering 9 to 15 passenger capacity, regardless of GVW. Note: Authorized Users and additional drivers must possess a valid Class 4 driver's license.
Examples of Type J vehicles: Express, Savana.

A full-size spare tire must be included with each Type J vehicle rented under the CSA.

32. Type K - Other Vehicles

Other types of vehicles such as four-wheel / all-wheel drive pick-up trucks, vans (1/2 & 3/4 ton), two-wheel or four-wheel drive crew cab trucks, and vehicles larger than 3/4 ton are considered "Other Vehicles". All vehicles within the Type K category must be offered as described in section 39 Percentage Discount.
Examples of Type K vehicles: Chevrolet C/K & S/T series, Ford F-Series, Dodge Ram, Silverado, Sierra
A full-size spare tire must be included with Type K vehicle rented under the CSA.
Note: Installed optional equipment (powered tailgates / lifts, winches, canopies, etc.) must be considered part of the vehicle and discounted at the same rate as the vehicle. Equipment not permanently attached to or normally supplied with the vehicle need not be discounted. This includes moving dollies, handcarts, etc.

Note: Off-road vehicles rented under this category must be permitted for use on roads other than stated in Section 0. Cross country or rough terrain usage may be refused by the Offeror.

33. SCHEDULE "B" - FEES AND EXPENSES

34. Pricing will be firm for the first term of the CSA.

Daily rates offered are to apply to rentals originating in the province of British Columbia and must include all normal costs, including vehicle licensing fees, cancellation fees, energy recovery fees, surcharges for air-conditioning, administration fees, and allowances for tire wear and, airport concession fees, taxes, and customer facility charges and levies if applicable. All fees and charges will be included in the rental rate, and not added as an additional cost to the vehicle rental.
An in-town return fee must not be assessed when the return distance is 30 km or less.

35. Promotional Charges / Offers

Any promotional fare structure offered must include the same service and insurance coverage as this CSA.
Promotional offers which reward Authorized Users with gifts, personal use coupons or redeemable points for services or goods are not permitted as such offers are inconsistent with the Standards of Conduct for provincial government employees. This includes Air Miles or other frequent traveller point programs.

36. Travel In-Province / Out-of-Province / Out-of-Country

The CSA is primarily for the provision of travel within British Columbia; however, the rates offered are to allow for out-of-province and/or out-of-country use of all vehicle rentals originating in the province of British Columbia and terminating in the provinces of British Columbia, Alberta or Saskatchewan.

37. Roads

The rates offered will apply to use on roads (paved or unpaved) regularly maintained by, or on behalf of, Municipal, Provincial, State or Federal governments. The Contractor may limit off-road usage (cross-country, rough terrain or non-maintained roads).

38. Limited Kilometers (Mileage)

All daily rental vehicles offered at a daily rental rate will include 200km per day usage at no additional charge. Charges for use that exceeds 200km per day must be assessed at the daily rate plus an additional mileage charge not to exceed $0.15 per km exceeding the 200km per day limit.

The 200 km per day included requirement applies to 'Type A' to 'Type J' daily rental vehicles only.

39. Percentage Discount – Type K Vehicles

All Type K vehicles must be offered with a percentage discount off the standard daily/weekly and kilometre rates for that vehicle type. The same discount will apply to all optional equipment affixed to the vehicle.

40. One-Way Rental

One-way rentals may be charged an additional, per-kilometre fee to allow for the return of the vehicle to the Contractor. The additional fee may be added to the rental rate. The one-way return fee must be calculated on the basis of the distance from the drop-off location to the originating Contractor's location. The shortest suggested route between the drop-off location and the originating Contractor's location as returned by Google Maps (http://maps.google.com/) will form the basis of calculations. The number of kilometres charged the one-way return fee will not exceed the actual number of kilometres travelled during the rental.

Should a Contractor possess a vehicle in need of return to the location that the Authorized User is requesting to drop the vehicle off at, that vehicle must be offered at no additional charge to the Authorized User.

41. Surcharge for Vancouver Island / Mainland Returns

A surcharge may be charged for city pairs which incur ferry charges (e.g. vehicles rented from Lower Mainland locations and dropped-off on Vancouver Island and vice versa). This surcharge applies to Mainland-Vancouver Island and Sunshine Coast BC Ferries routes. The Port Hardy to Prince Rupert route is outside of the scope of this surcharge.

The surcharge will be in addition to the one-way rental charge (Section 40).

42. Weekly Discounts

Discounts for weekly rates must be expressed as a percentage (%) discount off the stated daily government rate. Weekly rates or discount must apply to all types of rentals. For the purposes of this RCSA, a week is defined as a rental period of 6 or more consecutive days by the same renter.

43. Minimum In-Town Return Kilometer

A return fee must not be assessed where the return distance is 30 km or less.

44. Cancellation Fee

The Offeror must not charge a cancellation fee.

45. Agent Commission

The payment of travel agent commissions is at the discretion of the Offeror. However, the Corporate Supply Arrangement rates must include any commission fee or costs the Offeror may pay to travel agencies.

46. Airport Concession or Location Fees (ACF) or taxes

Airport concession or location fees, customer facility charges, and local airport taxes, must be included in the daily rate.

47. Deposits

The Offeror will not require Authorized Users to provide a deposit other than as described in Sections 1 and 3.

48. Payment Methods

Authorized Users will be required to provide a credit card imprint or cash deposit at the time of rental. (The choice of payment method rests with the Authorized User.)

1. **Cash Payments**

   Acceptance of cash payment is mandatory. Cash deposits or qualifications must not exceed those required by the general public.
   Note: Charge card insurance does not apply with this form of payment. Refer to Section 49 regarding insurance coverage included in the CSA and applicable deductibles.

2. **BC Government Corporate Travel Card (BMO MAsterCard)**

   Provincial Government Authorized Users are encouraged to use their government-issued BMO Corporate MasterCard Travel Card for payment. This Travel Card is embossed with the name of the employee and "Province of BC".
   Note: Charge card vehicle rental insurance applies to rentals paid with this card. It provides additional insurance provided by BMO's insurer which covers the deductibles. (See Section 64. for insurance and deductible information).

3. **Purchase Order or Invoice**

   Authorized Users may present a Purchase Order for a rental to be invoiced directly to their office rather than using a credit card or cash. Purchase Orders will be accepted under this CSA. However, Authorized Users will still be required to provide either a credit card imprint or cash deposit at the time of rental.

   Note: Charge card insurance does not apply with this form of payment. Refer to Section 65 regarding any damage claims.

4. **Government Corporate Purchasing Cards (BMO MasterCard)**

   Authorized Users may present a Government BMO MasterCard Corporate Purchasing Card for vehicle rental payment. The Corporate Purchasing Card is embossed with the name of the person responsible for use of the card.

   An individual other than the Authorized User or Public Sector Authorized User of the rental vehicle may present the Corporate Purchasing Card for payment. The Offeror will accept this payment. However, the Rental Agreement should be in the Authorized User's name, with a notation made referencing payment by the Corporate Purchasing Card and the name and address of the ministry office paying.

   Note: Charge card insurance does not apply with this form of payment. Refer to Section 65 regarding any damage claims.

5. Personal Credit Card

An Authorized User may wish to use their personal credit card for payment. The Offeror may decline a credit card if they do not normally accept that credit card.

Note: Charge card insurance does not apply with this form of payment. Refer to Section 65 regarding any damage claims.

49.

50. Charge Card Insurance Application Summary - Based on Payment Method

PAYMENT METHOD	CHARGE CARD INSURANCE APPLIES?
Cash	No
BMO Corporate MasterCard Travel Card	Yes
Purchase Order or Invoice (From Province of BC)	No
Purchase Order or Invoice (From Public Service Organization)	No
Government BMO MasterCard Corporate Purchasing Card	No
Personal Credit Card	No

51. Payment of Speeding / Parking / Photo Infraction Fines

The Authorized User of the rental vehicle is responsible for payment of any fines incurred during the operation, use or parking of the rental vehicle.

Should the Contractor receive an infraction notice that applies to a vehicle rented under this Corporate Supply Arrangement, the Contractor may recover the cost of the charge plus a service/processing fee not exceeding $25 per charge from the Authorized User. Any and all charges must be processed and contact made with the Authorized User with reasonable speed and diligence and prior to any additional late payment penalties or interest due dates noted on the infraction notice.

The Contractor is responsible for contacting the Authorized User and for the collection of any charge. A copy of the infraction document and the Rental Agreement which identifies the Authorized User as the Authorized User at or about the time of the infraction, will accompany any correspondence to the Authorized User. The Contractor will be permitted to recover the infraction charge plus a service fee from the Authorized User's credit card account which incurred the original rental charge. The Contractor will inform the owner of the credit card of the additional charge to their card.

Infraction charges for rentals which are paid by a government purchase instrument (Purchase Order or Government Purchase Card) will require the Contractor to contact the government office indicated on the Rental Agreement for settlement. The government office will arrange for the Authorized User of the vehicle to pay any charge including processing costs (to the above limit).

Charges assessed one year or more after the infraction date must not be charged back to the Authorized User, the Province or Authorized Public Sector Organization.

52. Pre-Signed Driver Nomination Forms

The Motor Vehicle Branch has determined the practice of requiring the renter to pre-sign a Driver Nomination form is invalid and is therefore not permitted under the CSA.

53. Vehicle Impoundment Program

The Contractor must ensure that all listed Authorized Users have valid drivers' licenses at the time of rental. If a vehicle is rented for use by unnamed drivers (office staff) the Contractor will

be permitted to hold the Authorized User(s) or the Province / Authorized Public Sector Organization fully responsible for all costs associated with impoundment of the rental vehicle. Provincial / Authorized Public Sector Organization offices must be advised to avoid the use of the unnamed Authorized User clause if at all possible.

54. SCHEDULE "C" - APPROVED SUBCONTRACTORS

55. Not Applicable

56. SCHEDULE "D" - INSURANCE

57. General

The Authorized User must inspect the vehicle for both exterior and interior damage, and report any damage to the Contractor. The Contractor must have the Authorized User sign or initial the Condition of Vehicle report prior to leaving the Contractor's premises.

58. Insurance

(a) The rental rates (hourly and daily) charged by the Contractor must include:

(i) a minimum of $2,000,000 Third Party Liability coverage for all rental vehicles.; and

(ii) collision and comprehensive coverage for amounts greater than the deductibles stated below.

(b) Deductible amounts stated below must be applicable for all operating conditions and no exclusions will be allowed or accepted. The deductibles must not exceed the amounts set out below.

(c) Subject to paragraph (d) below, the Province will accept financial responsibility for wilful damage caused by its Authorized User. The Province will further accept responsibility for accidental damage to the rental vehicle caused by an accident for which the Authorized User has been convicted under the Criminal Code of Canada. Financial responsibility must not exceed the actual substantiated damage amount.

Responsibility for wilful damage or undeclared damage by an Authorized User lies with the Province. If the damage is the result of inappropriate off-road use (under carriage, etc.) by an Authorized User, the Province is responsible. If the damage results from "impact with the road surface" while driving on approved roads, the damage is considered a collision claim.

(d) In the event that a rental is by an Authorized Public Sector Organization (or Authorized User of such Entity) other than a ministry of the Province, paragraph (c) will not apply to the Province and the applicable Authorized Public Sector Organization will be solely responsible for the obligations under paragraph (c) above.

59. Deductibles – Vehicle Types A, B, C, D, E, F, G and H

The following deductible amounts apply:

Collision Damage- $1000.00
Comprehensive - $300.00
Hit & Run - $350.00

These amounts also apply to Type H, I and J vehicles rented at locations in Greater Vancouver and Greater Victoria.

60. Deductibles – Vehicle Types I, J and K

For four-wheel / all-wheel drive vehicles and passenger vans / buses with seating capacity greater than 8 passengers, rented at locations other than Greater Vancouver and Greater Victoria, the following deductible amounts will apply:

Collision Damage- $2500.00

Comprehensive - $300.00
Hit & Run - $350.00

61. Insurance Not To Be Charged

Authorized Users must not be charged an amount for:

- Collision Damage Waiver / Loss Damage Waiver (CDW/LDW)
- Personal Injury / Personal Accident Insurance (PII/PAI)
- Cargo Insurance or Personal Effect Insurance

62. Proof of Insurance

The Offeror will provide the Province with evidence of all required insurance:

a. Before accepting the first Draw-down, the Offeror will provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance and/or an ICBC form APV- 47.

b. If the insurance policy(ies) expire before the end of the term of this Corporate Supply Arrangement, the Offeror will provide within 10 working days of expiration, evidence of new or renewal policy(ies) of all expired insurance in the form of a completed Province of British Columbia Certificate of Insurance and/or an ICBC form APV-47.

c. Notwithstanding paragraph (a) or (b) above, if requested by the Province at any time, the Offeror will provide to the Province certified copies of the required insurance policies.

63. Claims Management

64. Rental Paid with BC Government Corporate Purchasing Cards (BMO MasterCard)

If the vehicle rental is paid with a BMO MasterCard then:

a) The CSA Contractor can apply the deductible amount for claims-related charges to the Authorized User's card.

b) To file a claim, the Authorized User must follow the guidelines provided in their Corporate MasterCard MasterAssist Travel Protection Certificate of Insurance documentation. (This documentation is provided by BMO with each Travel Card issued.) The first step is to call BMO's Corporate MasterCard MasterAssist Operations Centre at 1-866-556-4432 or 1-519-742-4907 to obtain a claim form. MasterAssist is available 24 hours a day, 7 days a week.

c) The Authorized User's Travel Card will be reimbursed for any damage cost deductable amounts by BMO's Corporate MasterCard MasterAssist Travel Protection.

65.

66. Rental NOT paid with BC Government Corporate Travelcard (BMO MasterCard)

a) <u>Ministry Employees</u>

Claims incurred by ministry employees who have not presented the BMO Corporate MasterCard Travel Card must be submitted to the Province's Risk Management Branch

(RMB) for adjustment and payment authorization (RMB adjudicates the claim on behalf of ministries only. It will not pay the claim). In this situation (BMO Corporate MasterCard Travel Card not used) claims for damage must not be charged to the Authorized User (either under the Rental Agreement or against the Authorized User's credit card).

Damage claim telephone inquires may be directed to RMB at or 250 356-1794.

See also section 68.

b) Public Sector Organization Employees

Claims incurred by employees of Authorized Public Sector Organizations must be sent directly to the Authorized Public Sector Organization's office for adjustment and payment. In this situation claims for damage must not be charged to the Authorized User (either under the Rental Agreement or against the Authorized User's credit card).

67. Claims - General

The responsibility of the Province, Authorized Public Sector Organizations, or Authorized Users for damage to or theft of the rental vehicle will be limited to the rental period only. Claims for damages once the vehicle is returned to the Contractor will not be accepted.

The Province, Authorized Public Sector Organizations, and Authorized Users will not accept claims for tire damage where such damage arises out of the normal operation of the vehicle. The Province, Authorized Public Sector Organizations, and Authorized Users will not accept claims for Loss of Use.

The combined cost of a claim and towing charge must not exceed the applicable deductible amount.

68. Claims Submitted to the Province's Risk Management Branch

The signed/initialled Condition of Vehicle report must accompany the claim report.

Claims submitted to RMB for payment must include two estimates accompanied by the paid invoice of the damage repaired before payment will be made. Claims, which are less than $300 and are not to be repaired, must include two estimates of damage. The claim will be finalized on the basis of the lower of the two estimates, less 50% of the labour costs.

69. SCHEDULE “E” - PRIVACY PROTECTION SCHEDULE

70. Not Applicable

71. SCHEDULE "F" - ADDITIONAL TERMS

1. COMPANY INFORMATION

As per Appendix 2 – RCSA ON-003584

2. ADMINISTRATIVE REQUIREMENTS

The Offeror will comply with the following administrative requirements and procedures:

1.1.3 2.1 PROCUREMENT SERVICES CSA CONTACTS

For further information or clarification regarding:

Administration (Province):
Email: csa@gov.bc.ca
Phone: 250 387-7300

Representative (Province):
Name, Gord Rogers, Procurement Specialist
Email: Gord.Rogers@gov.bc.ca
Phone: 250 387-7322

72. 2.2 REPORTING PROCEDURES

1.1.4 QUARTERLY PURCHASE REPORTS

1. The Offeror will submit Purchase reports to Procurement Services on a quarterly basis as follows:

i.	The Purchase report for:	Is due:
ii.	Quarter 1 (April, May, June)	July 31
iii.	Quarter 2 (July, August, September)	October 31
iv.	Quarter 3 (October, November, December)	January 31
v.	Quarter 4 (January, February, March)	April 30

2. Quarterly Purchase reports will be sent via email to csa@gov.bc.ca and include the CSA # in the subject line.

3. The Purchase reports will be in MS Excel format and completed in the form of the CSA Purchase report template as provided and updated from time-to-time by the Province.

4. The Offeror will provide a quarterly Purchase report whether or not any Purchase Documents are received in that quarter. Each quarterly Purchase report will provide an explanation for any missing data.

1.1.5

1.1.6 QUARTERLY PURCHASE REPORTING PROCEDURES

1. The Offeror is solely responsible for providing all Draw-down information to the Administration office of Procurement Services. Draw-down reports, from all participating locations (city/location group), must be submitted on a monthly basis, on or before the 25th of the following month.

2. Monthly Draw-down information must be sent in Microsoft Excel format (.xls or .xlsx) by email to CSA@gov.bc.ca

   Procurement Services Branch
   Attn: CSA Administrator
   PO Box 9476 Stn Prov Govt
   Victoria BC V8W 9W6

3. A monthly report must contain the following and should be provided in the following order:

Company	_____	**City**	_____
Month	_____	**Location**	_____
# of Rentals per Entity Type:			
Government Ministries	_____	Municipality	_____
Crown corporation e.g. BC Hydro	_____	College / University	_____
Health Authority	_____	School District	_____
		Other	
# of Rentals per Vehicle Type:			
Type A	_____	Type F	_____
Type B	_____	Type G	_____
Type C	_____	Type H	_____
Type D	_____	Type I	_____
Type E	_____	Type J	_____
Total Value all rentals	_____	**Total Rental Days**	_____
		Total KM Driven	_____

In addition to the reporting requirements outlined above, the Province has a strong preference to receive monthly reporting for the following:

Per Rental Information Tracking:

Year, vehicle type (or make and model) of vehicle rented	_____
Authorized User (Renter) Name	_____
Authorized User's Ministry/Organization	_____
Location of the rental	_____
Date of rental	_____
Kilometers driven	_____

4. The Offeror must provide a monthly report regardless of whether or not any Draw-downs are received in that month, and in each monthly report will provide an explanation for any other missing data.

5. In the event that Draw-down reports are not received the Province reserves the right to cancel the CSA for the non-complying location or all locations.

3. REPRESENTATIONS

73. The Offeror represents and warrants to the Province that:

a) it is a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and is fully legally authorized, licensed and permitted to provide the Services;

b) it has the power and capacity to offer the Services described in this CSA and to comply with each and every term and condition in this CSA and in any subsequent Contract;

c) all necessary proceedings have been taken to authorize the offer made by the Offeror under this CSA;

d) all statements, representations or information, whether oral or written, made, furnished or given by the Offeror, its directors, officers or anyone acting on behalf of the Offeror, to the Province in connection with this CSA are materially correct and accurate;

e) it has no knowledge of any fact that materially adversely affects or, so far as it can foresee, might materially adversely affect its condition or its ability to fulfil its obligations under this CSA or a Contract;

f) it is neither a party to nor threatened with any litigation and has no knowledge of any claims against it that would materially adversely affect its financial condition or its ability to fulfil its obligations under this CSA or a subsequent Contract;

g) it has filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, has complied with all workers compensation legislation and other similar legislation to which it is subject, and has paid all taxes, fees, and assessments due as of the effective date of this CSA;

h) it is not in breach of any law, statute, regulation, or by-law applicable to its operations;

i) it holds all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct its business; and

j) it has and will provide and maintain throughout the term of this CSA, sufficient staff, servants, employees, subcontractors, materials and appropriate resources in place and available to it to fully perform and provide their obligations under this CSA or a subsequent Contract in a proper and timely manner.

All representations, warranties, covenants and arrangements made in this CSA are material and the Province has relied on them, notwithstanding any prior or subsequent investigation by the Province.

c)

74. SCHEDULE “G” - SECURITY SCHEDULE

75. Not Applicable

76.

77.

APPENDIX 2 - RESPONSE FORM

(Attached as Appendix 2 - RCSA ON-003584)

a. Respondents should complete and submit the attached Appendix 2 with their response.

b. Respondents are reminded that the evaluators will only refer to the information contained in Appendix 2 when evaluating the Consultant's Bid Submission.

c. Please do not alter formatting in Appendix 2.