



CORPORATE SUPPLY ARRANGEMENT

FOR THE RENTAL OF LIGHT DUTY, SELECTED MEDIUM DUTY AND ALTERNATE FUEL VEHICLES ON A MONTH-TO-MONTH BASIS

THIS CORPORATE SUPPLY ARRANGEMENT is made the **1st** day of **April, 2019**

**[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 SUCH OTHER ENTITIES AND ON THE TERMS AND CONDITIONS, DESCRIBED BELOW.

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Corporate Supply Arrangement:
 - a) "Administrative Requirements" means those requirements set out in Schedule "C";
 - b) "Client" means an Entity, including those entities listed in the Procurement Services' Website, as may be added at the sole discretion of the Province from time to time;
 - c) "Contract" or "Rental Agreement" means the binding agreement, the terms of which are set out in Schedules A to D, entered into by the Offeror and the Province, which enables the Province to acquire the Services set out in the Draw Down Form for the Prices set out in Schedule "A";
 - d) "Corporate Supply Arrangement" or "CSA" means the Offeror's offer to supply the Services at the prices set out in Schedule "A";
 - e) "Draw Down Form" means any form of an Entity that lists the Services set out in the CSA and is sent to the Offeror;
 - f) "Entity" means a ministry of the Province, corporation owned or controlled by the Province, and a government board, agency and service, including "government bodies" as defined in the Financial Administration Act (B.C.), "public institutions" as defined in the Procurement Services

Act (B.C.) and any entities constituted or substantially funded by the Province in the public interest, as may be added at the sole discretion of the Province from time to time;

- g) "Offeror's Representative" means the contact(s) as set forth above, who is the representative assigned by the Offeror to oversee the CSA;
- h) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- i) "Representative (Province)" means Brian Sugrue, or such other individual designated from time to time by the Province to oversee this CSA on behalf of the Province;
- j) "Services" means those vehicle rental services described in Schedule "A";

All references to dollars, currency, and money will mean Canadian dollars (\$CAD).

EXPIRY

- 2. This CSA will expire on October 31, 2021, unless withdrawn in accordance with paragraph 9.

THE CORPORATE SUPPLY ARRANGEMENT

- 3. The Offeror understands and agrees that:

- a) the issue of this CSA does not oblige the Province or any other Client to authorize or order all or any of the Goods or Services from the Offeror;
- b) a Contract is formed only on receipt by the Offeror of the Draw Down Form;
- c) a Draw Down Form will form a Contract only for those Services which have been Drawn Down, provided always that such Draw Down is made in accordance with the provisions of this CSA;
- d) an Entity will pay to the Offeror the Prices and any applicable sales taxes for the Services that have been specified on the Draw Down;
- e) an Entity reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, or by other procurement or contracting methods;
- f) the liability of an Entity will be limited to that which arises from an Agreement made prior to the expiry date described in paragraph 2;
- g) the Province reserves the right to set aside this CSA, for whatever reason, and not make it available for any Draw Downs. The Province will promptly notify the Offeror of such action;
- h) no change to this CSA will be valid unless it is by way of an addendum signed by both the Offeror and the Province;
- i) the terms and conditions set out in Schedule "D" will apply to each Agreement;
- j) neither Entities utilizing the CSA nor the Offeror will be required to agree to any other terms or conditions than those set out in this CSA;
- k) the Offeror will not apply restrictions regarding the Entities wishing to use the CSA;
- l) at the request of the Representative (Province), the Offeror will provide pricing grids and other relevant information in hard copy or in a mutually agreeable electronic;
- m) the Representative (Offeror), 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;

- n) the Offeror will not, over the duration of the CSA, offer a lower Price to other buyers, or, if a lower Price is offered to others, it will also apply to this agreement. For the purposes of this section, a lower price is a price that is lower than the unit price submitted in Schedule A, less the 1% administration fee; and
- o) the Offeror agrees that the property and/or services ordered/purchased through this CSA are for the sole use of, and are being purchased by the Province of British Columbia, with Crown funds, and are not subject to the Goods and Services Tax. However, the application of GST may apply differently to Crown Corporations and other public organizations and the Offeror should inquire at the time of order the application of GST.

DRAW DOWN MECHANISM

- 4. The Services may be ordered by issuance of a Draw Down.
- 5. The Offeror will treat as valid any Draw Down that is on a completed order form and includes the following:
 - (a) this CSA Reference Number;
 - (b) the Entity's purchase order number; and
 - (c) the Services set out in Schedule "A" that are being ordered and applicable fees.
- 6. Draw Downs against a CSA paid for with the Province's acquisition card will be accorded the same prices and terms and conditions as any other draw-down.
- 7. If the Province provides a Draw Down Form prior to the expiry of this CSA and receives the Services, then the Province will pay to the Offeror amounts payable as described in Schedule "A" to this CSA.
- 8. If there is any conflict or inconsistency among any of the provisions of the following documents:
 - (a) this CSA; and
 - (b) a Draw Down,then the order of precedence will be (a) and then (b).

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 Representative (Province), and such withdrawal of this CSA will not be effective until receipt of such notification by the Representative (Province) and the expiry of such notice period.
- 10. The Offeror agrees to fulfil any Draw Downs, which may be made before the expiry of such notice period.

REPRESENTATIONS

- 11. 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 Programs and the Services;
 - (b) it has the power and capacity to enter into the Agreement and to comply with each and every term and condition in the Agreement;

- (c) all necessary proceedings have been taken to authorize the execution and delivery of the Agreement by the Offeror;
- (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 and the Agreement 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 the Agreement;
- (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;
- (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 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 in a proper and timely manner.

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

SIGNED by the Offeror

(Authorized Signatory)

Title

SCHEDULE "A"

DESCRIPTION OF SERVICES & PRICING

1. DEFINITIONS

The following definitions apply to this CSA:

“Authorized User” means a legally licensed driver who is 19 years old or older and authorized by a Client to operate a vehicle;

“Primary Location” means a primary location noted in Column J of Appendix D;

“Province’s Policy” means the Province of British Columbia’s Monthly Rental basic compulsory insurance policy for fleet number 400861, Rate Class 905 as described in Appendix E; and

“Rate” means the monthly rental rates offered in a response, as set out in Appendix D.

2. REQUIREMENTS

(a) The Rates are to be all inclusive except for applicable taxes.

(b) Rates will apply for 2018, or newer model year vehicles, preferably with an odometer reading of less than 10,000km.

(c) Vehicles with more than 10,000 km may be accepted at Authorized Users' discretion. All vehicles must have up-to-date servicing and be road worthy to the standard defined by the Motor Vehicle Act regulations.

(d) Each vehicle will be supplied with a jack, wheel wrench and full size spare tire in vehicle class codes E and F and other equipment required by law.

3. VEHICLE TYPE, USE AND ESTIMATED REQUIREMENTS

(a) The Province requires base model vehicles in all categories specified (Appendix D) where all conditions under which the Province operates the vehicles are to be considered normal. The Province will not be liable for correcting damage that results from normal wear and tear.

(b) Options, such as premium stereo equipment, leather seats, and chrome trim or wheel covers are strongly discouraged. Damage to non-base options or trim may not be reimbursed.

(c) The Contractor must remove all wheel covers or trim rings from all class code E to F vehicles rented by the Province.

(d) For all class code E to F vehicles rented by the Province the front valance must be removed, where possible, to prevent damage. Damage to any valance left installed will be considered normal wear and tear.

(e) An estimated requirement of each type of vehicle is not available. Respondents will not be required to provide all vehicle types listed in Appendix D. Offerors will ensure availability of those vehicles identified as available in their response to the best of their ability and that of the vehicle manufacturer.

4. INSPECTION REPORTS

Vehicle condition at start and finish dates of the rental period must be documented by the Authorized User on the "Monthly Rental Vehicle Inspection Report" (Appendix C). Each report is to be signed by both parties, at time of delivery and return pickup. This signed report is deemed binding for both parties. A copy of the signed report will be provided at the time of pickup.

5. TIRES AND FUEL

(a) All season tires are acceptable provided they are mud and snow rated; load range C is required for light utility vehicles; heavier vehicles are to be LT/Load range D.

During the period October 1 to March 31, winter tires must be supplied at the quoted price per month if requested by the client or Authorized User at the time of order. If these items are requested after the initial vehicle order is issued, the Contractor may request 48 hrs notice.

(b) Four-wheel drives are to have the same tires on all four wheels. These tires must be, at a minimum, all terrain E rated. The Contractor will be responsible for and required to deal with tire warranty issues. The Contractor will be responsible for normal wear and tear on tires.

(c) Premium tires as requested in Appendix D, Ancillary Equipment are defined as high quality all-terrain tires such as the Nokian Rockproof, Toyo M55 or equivalent approved by the Client.

(d) All vehicles must be supplied with full tanks. The Client will ensure that on completion of the rental period, the vehicle is returned with a full tank.

6. ANCILLARY EQUIPMENT

(a) Ancillary equipment identified in Appendix D must be supplied at the quoted price per month if requested by the Client or Authorized User at the time of order. If these items are requested after the initial vehicle order is issued, the Contractor may request 48-hour notice.

(b) The Contractor must install winches and mounting assemblies suitable for vehicle type, intended use, and in a manner that reduces the risk of theft.

(c) Premium tires as requested in Appendix D, Ancillary Equipment are defined as high quality all-terrain tires such as the Nokian Rockproof, Toyo M55 or equivalent approved by the Client.

(d) MTC units must be CMVSS certified (e.g. Tufport or Code 3 or equivalent)

(e) ETV units must be CMVSS certified (e.g. Brutus ETV2 or equivalent)

Ancillary equipment items are not to be supplied with all vehicles ordered. Typically only a small percentage of all vehicles supplied are outfitted with any or all of these options.

7. KEYS AND REGISTRATION

(a) The Contractor must provide two complete sets of keys for each vehicle.

(b) The Contractor must provide a photocopy of the vehicle registration/insurance documents in the vehicle at the time of delivery, and retain the original documentation in their records.

8. RENTAL START AND END DATE & MINIMUM TERM, NO BUY-OUT NOTICE

(a) The rental period of a vehicle will begin on the later of the start date specified by the Client in writing in the Draw Down form, or the date the Authorized User accepts possession of the vehicle.

(b) The rental period of a vehicle expires on the return of the vehicle to the Contractor.

- (c) The Contractor is entitled to a minimum two-day notice of termination.
- (d) An estimated rental period may be given by the Client when ordering the vehicle but is an estimate only and is not binding.
- (e) The minimum rental period is 30 days. The maximum consecutive rental period is 364 days.
- (f) No vehicle or related equipment (as described in Section 6) rented will be available to any Client or Authorized Users for preferred purchase / lease or buy-out at the end of the rental period. Provincial employees or Authorized users are not permitted to accept a reduced buy-out or sale price / lease of any vehicle rented. Such acceptance is considered a conflict of interest and may result in consequences to the employee (i.e. disciplinary action), Authorized User or Client (i.e. suspension of its right to draw down against the CSA), and the Contractor (i.e. suspension or cancellation of the CSA).

9. ORDER & PAYMENT PROCESS

- (a) Any form of written communication (e.g. email, fax) is to be accepted as a Draw Down Form from BC Government Ministries. Other Clients may use their own purchase order document provided they agree to the terms of the CSA and obtain the Service pursuant to the CSA.
- (b) Draw Down Forms must identify current CSA number.
- (c) Draw Down Forms must identify only the vehicle as listed in the CSA appendices.
- (d) Procurement Services must approve vehicle or pricing changes prior to any delivery or invoicing.
- (e) Clients may not offer trade-in vehicles or “goods” as consideration toward any service provided through the use of the CSA’s.
- (f) The corporate procurement card issued by the Province may be used as a form of payment..

10. VEHICLE DELIVERY / PICK-UP

- (a) The Contractor is required to deliver all vehicles within 2 weeks of receiving a Draw Down form. Fax copy of the Draw Down form is acceptable.
- (b) If requested, a Contractor will deliver the vehicle(s) to a specified location within two days following a request for vehicles.
- (c) The Contractor will arrange for the pick-up / return of the vehicle to either the Contractor’s original departure lot or a location mutually agreeable to the Client and Contractor.
- (d) The Contractor will be responsible for all delivery and pickup charges including fuel, traffic violations, and parking tickets, during delivery to and from the Contractor’s location. The rates quoted in columns F in Appendix D will be assessed for each delivery or pick-up to or from the locations listed. (Note: “Lower Mainland” includes all locations within the area bounded by Hope to West Vancouver and White Rock to Cultus Lake.)
- (e) The Contractor must deliver to any of the Primary Locations and may be asked to provide a written confirmation of the delivery date.
- (f) Delivery by the Contractor to the final destination is mandatory upon request of the Province, at rates quoted in column G.
- (g) Should the Client require delivery or pick-up beyond one of the Primary Locations, the Contractor is permitted to charge an additional delivery or pick-up fee based on the Rate submitted in column G

in Appendix D. The calculation of the additional delivery or pick-up fee is based on the stated one-way cost per Km to the final destination from the nearest Primary Location.

Example 1: A Client in Campbell River requests a vehicle from a Prince George Contractor who has quoted on Campbell River area requirements. It will be up to the Contractor to deliver the vehicle at the one way delivery rate offered for the Primary Location.

Monthly Rental for Type E2-4CC Gasoline Vehicle:	\$1,000.00
Monthly Rental for Canopy	\$150.00
Total Monthly Rental Charge	\$1,150.00
Delivery charge (Prince George to Campbell River)	\$350.00
Total first month's rental and Delivery	\$1,500.00

Example 2: If the vehicle is required in Port Hardy, the Client will be responsible for the additional delivery charge from Campbell River to Port Hardy. Delivery by the Contractor to the final destination (e.g., Port Hardy) is mandatory upon request of the Province, at rates quoted.

Monthly Rental for Type E2-4CC Gasoline Vehicle	\$1,000.00
Monthly Rental for Canopy	\$150.00
Total Monthly Rental Charge	\$1,150.00
Delivery Charge (PG to CR)	\$350.00
Additional Delivery Charge (CR to PH) (column J = \$0.20/Km X 238km)	\$47.60
Total first month's rental and Delivery	\$1,547.60

11. EXCESS METERAGE

Upon termination of the vehicle Rental Agreement, the Contractor may charge a one-time only charge for meterage for all kilometres above 3,000 km per month of the rental, at the rate shown in column G of the rate forms.

Example: A vehicle is returned after 5 ½ months with 21,200 km of meterage on the odometer and the Contractor assesses a \$0.20 / km excess meterage charge.

Allowable meterage included in the monthly rental rate is 16,500 km.
The excess meterage of 4,700 km would be subject to a one-time charge of \$940.00
(Excess meterage charge of \$0.20 per km X 4,700 Km).

12. VEHICLE DAMAGE / REPAIR

(a) The Client will not be responsible for any damage / repair claims due to:

- (i) minor bush scratches including damage to chrome or paint or incidental damage to upscale options not requested by the Client;
- (ii) the use of a Damage Evaluator Tool such as the one posted with this RCSA (or equivalent agreed to between the Client and the Contractor) is recommended;
- (iii) faded paint around decals that may be installed by the Client; or
- (iv) minor holes left as a result of installation and removal of radios and antennas, canopies, cargo guards, etc.

(b) The Client will not be responsible for loss of externally mounted spare tire unless the Contractor provides a locking device on the mounting bracket.

(c) No rental will be paid for any period of time exceeding two consecutive days in which a vehicle is unavailable to a Client (unless the unavailability is due to repairs caused by the Client's abusive use). The Contractor will make local arrangements for all repairs and outfitting that is not acknowledged in section 16 Client Responsibility.

(d) The Client will not pay for paint scratches and minor dents in the pick-up box, (including box rails). The Contractor may provide tailgate protectors, box liners and box rail caps at its discretion and cost to help minimize box damage.

(e) The Client will not be responsible for windshield replacement where:

(i) the damage can be repaired under established ICBC guidelines;

(ii) the damage occurs in transit by the Contractor; or

(iii) the damage is a scrape or scratch

(iv) loss or damage to wheel covers or trim rings from all class code E vehicles (see 3 (c), above).

(f) The Client may replace windshields with a non-O.E.M. (Original Equipment Manufacturer) product at their discretion, should the non-OEM windshield meet or exceed the OEM specifications. Any such replacement must comply with the manufacturer's advanced driver-assistance systems, where applicable.

(g) The Authorized User / Client will inspect the vehicle upon delivery and on the return of the vehicle for damages (Appendix C). Any charge for repair identified on Appendix C that is the responsibility of the Client must be pre-approved by the Client.

(h) The Contractor is responsible for any towing charges if the vehicle breaks down due to mechanical problems.

13. RECALL NOTICES

The Contractor must use their own registered company address to receive manufacturers' vehicle recall notices. Any vehicle in-use by the Client affected by a recall notice must have the required service / modifications completed within a reasonable time after receipt of recall notice. Such service will be co-ordinated with the Client to reduce down-time to the Client.

14. NO PROMOTIONAL OFFERS PERMITTED

Promotional offers which reward Government employees / Authorized Users with gifts or personal use coupons for services or goods are not permitted.

16. CLIENT RESPONSIBILITY

(a) The Client reserves the right to rent vehicles from Offerors who provide the most cost effective price for the applicable location.

(b) The Client will pay for tire repairs not covered by tire manufacturer warranty, broken headlamps and bulbs.

(c) The Client will pay for wilful damage caused by an Authorized User.

(d) The Client will be responsible for vehicle service (8,000 km or four months) in accordance with the attached "Vehicle Service Schedule" - Appendix B.

- (e) The Authorized Users will be responsible for parking fines, traffic violation fines including photo infraction tickets, and impoundment and towing charges, except towing charges noted in 7.12, incurred during the rental period, excepting delivery and pick-up by the Contractor.
- (f) The Client will replace any tools or accessories that are lost or stolen other than those covered by insurance.
- (g) The Client will, where feasible, return the vehicle in a clean condition, after an exterior wash and an interior vacuum. The Client will only reimburse the Contractor up to a maximum of \$200.00 for cleanup of a returned vehicle upon pre-approved authorisation by the Client.
- (h) The Client will give the Contractor a minimum two-day (2) notice that this Rental Agreement for the vehicle is being terminated.
- (i) The Client will not knowingly permit illegal operation of a vehicle rented under this Rental Agreement.

17. INVENTORY MANAGEMENT (PROVINCE)

- (a) Under a separate government contract, ARI Financial Services Ltd. (ARI) provides fleet management services to the government including fleet inventory management. As part of providing inventory management, ARI is responsible for maintaining records of all vehicles insured under the government's fleet policy issued by I.C.B.C.
- (b) In providing this service, ARI does not acquire any ownership rights over any insured vehicle. They are simply providing an administrative service to the Province. In terms of the vehicle registration documents issued by I.C.B.C., the Contractor will continue to be shown as the lessor and the Province of British Columbia will be shown as the lessee. Instead of the government address appearing on the vehicle registration documents, the address that should appear is ARI's Burnaby address as shown in Appendix E.

18. THE PROVINCE WILL PAY INSURANCE COSTS

- (a) Except as otherwise indicated, vehicles rented for 30 days or more will be insured by the Contractor under the Province's Policy only.
- (b) No collision or comprehensive coverage is to be placed on vehicles. Insurance costs will be billed directly to the Province by ICBC.
- (c) The Province will pay the premiums and recover costs from ministry Clients. The Contractor must, however, notify ARI of the addition to the ministry fleet and provide a copy of the temporary registration documents to the address indicated in Appendix E.
- (d) Certain Clients will be insured under insurance policies other than the Province's Policy, as indicated in Appendix I
- (e) The Contractor must obtain insurance and licence plates for each vehicle, and a copy of the registration must be placed in the vehicle glove box.
- (f) For all vehicles insured by the Province, the vehicle will must be insured using the BCG conditional factor code, fleet number and rate class as shown in Appendix E. Other Clients will be insured as indicated in Appendix I.
- (g) For all vehicles insured by the Province, any required insurance renewal and/or mail-out of decals to the Authorized User will be managed by ARI. Note: Contractors are to use the Fleet Policy Number 400861 for all monthly rentals. Other clients will be responsible for their own insurance renewals.

(h) In the event that a vehicle is deemed to be a total loss/write-off (i.e. beyond economical repair) as a result of damage incurred while in the care, custody or control of the Client, the Contractor will be due the lesser of the wholesale value of the vehicle as specified in the "Black Book" or the manufacturer's wholesale price less government fleet discounts and dealer incentives.

19. INSURANCE COVERAGE DURING PICK UP / DELIVERY

(a) The Contractor is responsible for delivering vehicles to the Client's location, and picking up vehicles from the Client's location, as requested.

(b) For the period of time during which the vehicle is being delivered to or picked up from the Client's location, the Contractor may insure the vehicle under the Province's Policy or under the Contractor's own policy.

(c) If the vehicle is covered by the Contractor's own policy while being delivered, immediately upon arrival at the Client's location the Contractor's policy must be cancelled and the vehicle re-insured under the Province's Policy.

(d) If the Contractor insures the vehicle under the Province's Policy during delivery or pick-up, the Contractor agrees that the Contractor will be responsible for any collision or comprehensive damage claims that result from the negligent actions of the Contractor's employees or sub-Contractors. Offerors are encouraged to obtain adequate insurance to cover this eventuality.

(e) The Contractor must complete a vehicle inspection report prior to the vehicle leaving the Contractor's location and again when the vehicle is delivered to the Client's destination. Any vehicles picked-up from a Client's location will have to have an inspection report completed at the pick-up location and again when the vehicle arrives at the dealer's lot. A copy of all inspection reports will be provided to both the Contractor and Client's representative.

(f) Any claims that may result from delivery or pick-up of the vehicles will be directed to the Risk Management Branch of the Ministry of Finance and Corporate Services (250 356 1794). Claims must be accompanied by all inspection reports, accident details and damage estimates.

(g) Upon termination of the Rental Agreement the Contractor must, within 5 working days of termination, cancel the plates & insurance on the appropriate I.C.B.C. form and inform ARI in writing (Fax as indicated in Section 7.21) of the termination. The Client reserves the right to remove and cancel plates upon completion of the Rental Agreement.

(h) The terms of the Rental Agreement including the insurance provisions therein, will apply to the operation of the vehicles by Authorized Users.

20. PRICING

(a) Rental charges in Appendix D are to be calculated on a monthly basis. Any part of a month after the first month is to be pro-rated in days, based on a 30 day month.

(b) Rates in the CSA will be in effect until October 31, 2020. Procurement Services will on or about that time, contact the accepted Offerors seeking to review the listing of available vehicles and the rates associated with each vehicle. Any new vehicles or rates added to the listings will be governed by the terms and conditions established by this RCSA and resulting CSA's.

Procurement Services will re-publish new listings of the Offerors' vehicle types and rates which will be in effect from November 1, 2020 to October 31, 2021.

21. CREDIT CARDS

The Offeror will not solicit / extend or supply credit / charge card service to the Clients. Most Monthly rentals are to be issued with a Province of British Columbia private label ARI card. Provincial fleet co-ordinators are responsible for obtaining cards from ARI.

SCHEDULE "B"

Ordering and Contact information

Offeror's Representative (Name):

CSA contacts and roles

Warranty support contacts

Any other contacts applicable to this CSA

SCHEDULE "C"
ADMINISTRATIVE REQUIREMENTS

The following are the administrative requirements and procedures applying to CSA (Number).

PROCUREMENT SERVICES CSA CONTACTS

1. For further information or clarification regarding this CSA, including administrative requirements:

Representative (Province):
Brian Sugrue, Fleet Procurement Specialist
brian.sugrue@gov.bc.ca

Phone: 778-677-1417

DRAW DOWN REPORTING PROCEDURES

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

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

3. Quarterly Purchase reports will be sent via email to csa@gov.bc.ca and include the CSA # in the subject line.
4. 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.
5. 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.

Quarterly Fee Remission

6. Administration Fee. Each quarter, the Offeror will submit to Procurement Services Branch a cheque for one percent of all sales (exclusive of taxes and transportation charges) that were reported to Procurement Services on the quarterly Purchase report, including sales to any Public Sector Entity. The cheque must be payable to the Minister of Finance, and sent to the following address:

Procurement Services Branch
PO Box 9476 Stn Prov Gov
Victoria BC V8W 9W6

The cheque must clearly identify each CSA and the months represented in the payment. The cheque must be submitted no later than 1 month following the end of each quarter as follows:

The fee for:	Is due:
Quarter 1 (April, May, June)	July 31
Quarter 2 (July, August, September)	October 31
Quarter 3 (October, November, December)	January 31
Quarter 4 (January, February, March)	April 30

7. Purchase reports may be checked against provincial financial records to verify accuracy. Procurement Services shall promptly notify the Offeror of any discrepancy, who will be given one month to respond to or rectify the report.
8. More than two occurrences of inaccuracies may result in the CSA being suspended, until such time as the supplier can demonstrate to Procurement Services that they are capable of managing the terms of their CSA agreement.
9. Failure to submit a reimbursement cheque for the Administration Fee within two months of the end of a quarter in which sales were reported may result in the CSA being suspended until such time as reimbursement is received.

SCHEDULE "D"

GENERAL TERMS AND CONDITIONS THAT APPLY TO DRAW DOWNS OF SERVICES ON A CORPORATE SUPPLY ARRANGEMENT:

In this Schedule D, the "Contractor" means the Offeror who is in receipt of a Draw Down and "Purchaser" or "Client" means the Province or a Client that has issued a Draw Down.

CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this the Rental Agreement. You must provide the Services for the period specified by the Client.]
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this agreement, including the license under section 14.
3. Unless otherwise specified in this agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this agreement, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this agreement, are
 - (a) produced by you or a subcontractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this agreement, and that is incorporated or embedded in the Produced Material by you or a subcontractor (the "Incorporated Material")), or
 - (b) received by you or a subcontractor from us or any other person (the "Received Material").In this agreement, the Produced Material and the Received Material is collectively referred to as the "Material".
9. You must treat as confidential all information in the Material and not permit its disclosure without our prior written consent except
 - (a) as required to perform your obligations under this agreement or to comply with applicable law,
 - (b) if it is information that is generally known to the public other than as result of a breach of this agreement, or
 - (c) if it is information in any Incorporated Material.
10. You must make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
11. If you receive a request for access to any of the Material from a person other than us, and this agreement does not require or authorize you to provide such access, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
 - (a) Received Material that you receive from us, and
 - (b) Produced Material, other than any Incorporated Material.Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in us.
14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You must comply with the Privacy Protection Schedule if attached as Schedule E.
16. You must comply with the insurance requirements set out in Schedule A..
17. You must apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this agreement.
18. You must comply with all applicable laws.
19. You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You must not assign any of your rights under this agreement without our prior written consent.
21. You must not subcontract any of your obligations under this agreement other than to persons listed in Schedule B without our prior written consent. No subcontract, whether consented to or not, relieves you from any obligations under this agreement. You must ensure that any subcontractor you retain fully complies with this agreement in performing the subcontracted obligations.
22. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this agreement.
23. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
24. You must not commit or purport to commit us to pay any money unless specifically authorized by this agreement.

PAYMENT

25. If you provide the Services, we must pay you the fees described in Appendix D.
26. In order to obtain payment of any fees under this agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in the RCSA.
27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
28. Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
29. Unless otherwise specified in this agreement, all references to money are to Canadian dollars.
30. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

31. We may terminate this agreement
 - (a) for your failure to comply with this agreement, immediately on giving written notice of termination to you, and
 - (b) for any other reason, on giving at least two (2) days' written notice of termination to you.If we terminate this agreement under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this agreement.
32. If you fail to comply with this agreement, we may terminate it and pursue other remedies as well.

GENERAL

33. You are an independent contractor and not our employee, agent, or partner.
34. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this agreement on your behalf to enter into and execute this agreement on your behalf without affixing your common seal.
35. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
36. This agreement is governed by and is to be construed in accordance with the laws of British Columbia.
37. Time is of the essence in this agreement.
38. Any notice contemplated by this agreement, to be effective, must be in writing and either
 - (a) sent by fax to the addressee's fax number specified in Schedule "B", or
 - (b) delivered by hand to the addressee's address specified in Schedule "B", or
 - (c) mailed by prepaid registered mail to the addressee's address specified in Schedule "B".Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.
39. A waiver of any term of this agreement or of any breach by you of this agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
40. No modification of this agreement is effective unless it is in writing and signed by the parties.
41. This agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
42. All disputes arising out of or in connection with this agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.
43. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this agreement ends.
44. The schedules and appendices to this agreement are part of this agreement.
45. If there is a conflict between a provision in a schedule to this agreement and any other provision of this agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this agreement.
46. This agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this agreement is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
47. In this agreement,
 - (a) the words "includes" and "including" are not intended to be limiting,
 - (b) unless the context otherwise requires, references to sections by number are to sections of this agreement, and
 - (c) "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties".

APPENDIX C

MONTHLY RENTAL VEHICLE INSPECTION REPORT

UNIT #: _____ LICENCE#: _____ CLASS: _____ YR: _____ MAKE: _____

MODEL: _____ CREDIT CARD #: _____ REGISTRATION/INSURANCE: Y/N _____

POSO #: _____ CLIENT: _____ BRANCH: _____

VEHICLE ADDRESS: _____ CITY: _____ POSTAL CODE: _____

RESOURCE PERSON: _____ PHONE #: _____ 4 OK

OPERATOR: _____ PHONE #: _____ REQ.'S COMMENT

RECEIVED			RETURNED		
DATE _____			DATE: _____		
KMS _____		COMMENT	KMS _____		COMMENT
BUMPERS					
GRILL					
W/SHIELD GLASS					
MIRRORS					
LIGHTS					
FENDERS					
DOORS					
HOOD/TRUNK/ROOF					
BOX/TAILGATE					
CANOPY					
TIRES % WORN					
WHEELS/HUBCAPS					
SPARE					
JACK/WHEELWRENCH					
SEAT BELTS					
STEERING LINKAGE					
SPRINGS					
SHOCKS					
ENGINE/DRIVE LINE					
EXHAUST SYSTEM					
OIL LEAKS					
FUEL LEVEL					
WINCH					
MISCELLANEOUS					

Appendix D Vehicle Code and Description

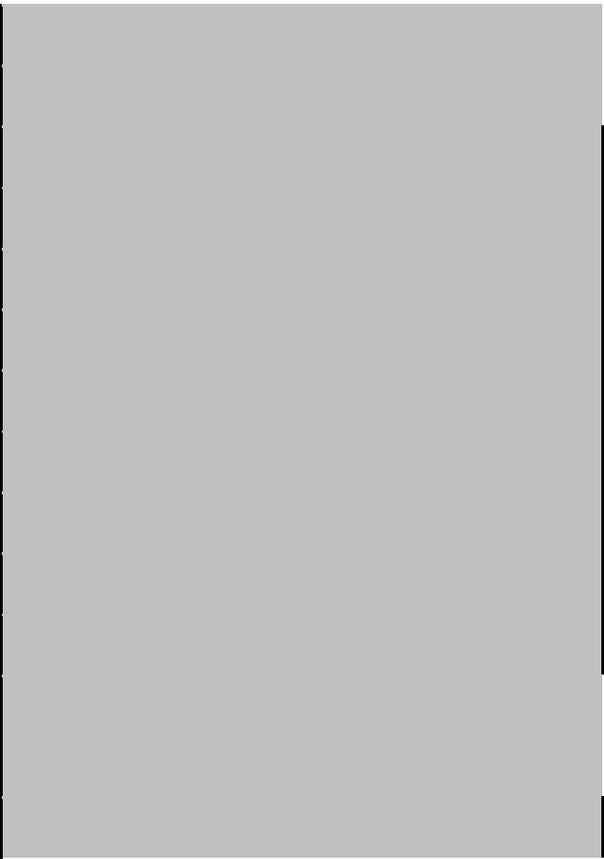
The following Vehicle Type Codes are used in the rate submission form following. The Vehicle Description is based on the standard need and use for each type of vehicle generally required by the Province.

Respondents are encouraged to give serious consideration to the supply of alternate fuel vehicles, where available.

A2-B	Compact Car, Base	Gasoline
A2-H	Compact Car, Hybrid	Gas/electric
A3-B	Medium Car, Base	Gasoline
A3-H	Medium Car, Hybrid	Gas/electric
A4-B	Large Car, Base	Gasoline
B1-4	Small Utility Vehicle, 4WD/AWD	Gasoline
B2-4	Medium Utility Vehicle, 4WD/AWD	Gasoline
B3-4	Large Utility Vehicle, 4WD/AWD	Gasoline
C1-B	Small Passenger Van	Gasoline
C2-B	Medium Passenger van	Gasoline
D1-B	Compact Cargo Van	Gasoline
D2-B	1/2 Ton Cargo Van	Gasoline
D3-B	3/4 Ton Cargo Van	Gasoline
E1-4CC	Small Truck, 4WD, Crew Cab	Gasoline
E1-4EC	Small Truck, 4WD, Extended Cab	Gasoline
E2-2CC	1/2 Ton Truck, 2WD, Crew Cab	Gasoline
E2-4CC	1/2 Ton Truck, 4WD, Crew Cab	Gasoline
E2-4EC	1/2 Ton Duty Truck, 4WD, Extended Cab	Diesel
E2-4EC	1/2 Ton Duty Truck, 4WD, Extended Cab	Gasoline
E3-2CC	3/4 Ton Truck, 2WD, Crew Cab	Diesel
E3-2CC	3/4 Ton Truck, 2WD, Crew Cab	Gasoline
E3-4CC	3/4 Ton Truck, 4WD, Crew Cab	Diesel
E3-4CC	3/4 Ton Truck, 4WD, Crew Cab	Gasoline
E3-4EC	3/4 Ton Truck, 4WD, Extended Cab	Diesel
E3-4EC	3/4 Ton Truck, 4WD, Extended Cab	Gasoline
E4-4CC	One Ton Truck, 4WD, Crew Cab	Diesel
E4-4CC	One Ton Truck, 4WD, Crew Cab	Gasoline
E4-4EC	One Ton Truck, 4WD, Extended Cab	Diesel
E4-4EC	One Ton Truck, 4WD, Extended Cab	Gasoline
E5-4CC	> One Ton Truck, 4WD, Crew Cab	Diesel
F1-4CC	One Ton 4WD, Crew Cab Flat Deck, with removable sides	Diesel

A	B	C	D	E	F		G
Vehicle Class Code	Vehicle Make	Vehicle Model	Vehicle Rental Base Rate	\$/KM over 3,000	Primary Location Flat Fee - One Way Delivery or Pick Up charge		Del / PU Charge Outside Primary Location - \$ / Km
A2-B					Campbell River		
A2-H					Cranbrook		
A3-B					Fort ST. John		
A3-H					Kamloops		
A4-B					Kelowna		
B1-4					Lower Mainland		
B2-4					Nanaimo		
B3-4					Nelson		
C1-B					Penticton		
C2-B					Prince George		
D1-B					Prince Rupert		
D2-B					Revelstoke		
D3-B					Smithers		
E1-4CC					Victoria		
E1-4EC Diesel					Williams Lake		
E2-2CC Diesel							
E2-4CC Gasoline							

E2-4EC Diesel				
E2-4EC Gasoline				
E3-2CC Diesel				
E3-2CC Gasoline				
E3-4CC Diesel				
E3-4CC Gasoline				
E3-4EC Diesel				
E3-4EC Gasoline				
E4-4CC Diesel				
E4-4CC Gasoline				
E4-4EC Diesel				
E4-4EC Gasoline				
E5-4CC Diesel				
F1-4CC Diesel				



Appendix D Ancillary Equipment for Vehicle Classes E and F

A	D
Ancillary Item	Monthly Rental Rate
Winch	
Canopy	
Winter Tires	
Premium Tires	
Headache Rack / Box Rails	
MTC Units	
ETV Units	
Dry Box (Tool Box)	

APPENDIX E

INSURANCE CODES - PROVINCE

<u>Fleet #</u>	<u>Rate Class</u>	<u>Conditional Licence Factor</u>
400861	905	B. C. G.

The Fleet number is for Client / Ministry use only.

For insurance purposes only, the vehicle will be jointly registered to:

(Contractor's Name) Lessor,
Government of the Province of BC - Lessee
8545 Commerce Court
Burnaby, BC
V5A 4N4

APPENDIX F

INSURANCE INFORMATION – BRITISH COLUMBIA FERRY SERVICES INC (BC Ferries)

Only the BC Ferries' Automotive Manager can initiate any rentals entered into by BC Ferries.

BC Ferries will not be on the same insurance program as government; the Automotive Manager will arrange for registration and insurance under the BC Ferries program on an individual basis.

Rental vehicles acquired for use by BC Ferry Services Inc. will be registered by:

Automotive Manager, Terminal Maintenance
British Columbia Ferry Services Inc.
Tel: (250) 656-2971 or (250) 753-2214
Fax: (250) 656-3251 or (250) 753-1186