



@GoldRiverBC
/VillageofGoldRiver
GOLDRIVER.CA

PO Box 610
499 Muchalat Drive
Gold River, BC
V0P 1G0

REQUEST FOR PROPOSAL NO. 2026-05 **As-&-When, Refrigeration and HVAC Contract Services**

The Village of Gold River is requesting proposals from qualified refrigeration and HVAC contractors to Ice Plant Refrigeration Systems and general HVAC–Maintenance and Repair Services, as well assist the Village in the planning and implementation of renewal of related assets. The Village expects to enter an as-&-when service contract agreement for a period of four (4) years.

ISSUED BY: Village of Gold River, Operations Department

CONTACT PERSON: Joe Doxey ASCT, ENV SP, ProfCert AM
Director of Operations
Email: jdoxey@goldriver.ca
Phone: (250) 283-2251

ISSUE DATE: Tuesday, June 9, 2026

CLOSING TIME: Responses must be received prior to **11:00 a.m. Friday, July 3, 2026**

CLOSING LOCATION: Village of Gold River, Municipal Hall
499 Muchalat Drive,
P.O. Box 610
Gold River, BC V0P 1G0

Proposals will not be opened publicly.

TABLE OF CONTENTS

1. Introduction	3-7
2. Proposal Response Criteria	7
3. Evaluation Criteria	8
4. Terms and Conditions	9-13
5. Summary form of Proposal	14-15
6. Standard Terms and Conditions of Purchase	16-21

1. Introduction

1.1 Background

Carved from wilderness in the 1960s, the resource-based community of Gold River was initially developed by the Tahsis Lumber Company in 1967 as the prototypical logging town. The town was Canada's first all-electric town, and the first in Canada to have all wiring underground ([Gold River, Chamber of Commerce](#)). Forestry, the mill, and eventually paper manufacturing in the mid 1980's was the lifeblood of the forestry town. The town was incorporated as a District in 1965 and reincorporated itself in 1972 as the Village Municipality of Gold River. The Village continued to prosper until wood chip cost increases and interest rates of the late 1980's and early 1990's crippled and shut down the paper production in 1993 and mill closure in 1999. The population boomed to just over 2000 in the nineties, and then declined to around 1350 by the early 2000's after which the population settled to a stable 1250 inhabitants. Population has increased slightly to just over 1300 (1339, 2025)

The industrial / resource boom and company town genesis left the village with a host of amenities such as the Gerry Morgan Memorial Centre (arena, curling rink, community centre with commercial kitchen, and a lounge), the Anne Fiddick Aquatic & Sports Centre (pool, gym, and racket sports), Jack Christensen Centre, Deep sea wharf with docks (inlet), numerous neighbourhood pocket playground parks, active play Nimpkish Park with splash play area and Marling Field Park (sport fields), and natural area Peppercorn Park.

1.2 Project Goals

The Village requests Proposals from qualified, experienced firms for Ice Plant Refrigeration Systems and general HVAC–Maintenance and Repair Services as well as to assist the Village in the planning and implementation of renewal of related assets.

The goal of this As-&-When, Refrigeration and HVAC Contract Services is to engage a contractor to support our needs based the scopes below for a four (4) year term.

Due to the age and complexity of systems, the Village reserves the sole discretion and right to determine if, and, or when it wishes to post a competition for specific services where it deems a competitive advantage.

1.3 Scope of Work

Arena HVAC Systems:

The Arena-HVAC system has an electric air handling unit (AHU-4) serving the North change-rooms and two small hydronic unit heaters serving the lobby. The unit heaters are integrated with the ice plant desuperheater.

The Arena-DHW system is split into two isolated plants. The South plant DHW serves the South change-rooms and is integrated with the ice plant desuperheater with electric top up heating. The North system serves the North change-rooms and the Zamboni, using an electric water heater.

Propane is plumbed to the Arena; however, all heating and hot water systems are electric heated now, and the propane connection is turned off, and capped off.

Electric Heating equipment in the Arena bldg.

1 - 1990 Engineered Air LMK-2 producing 171 MBH heating the arena change rooms

1 – 2011 John Wood E80TEM producing 38 MBH heating the Arena South DWW

1 – 2025 AO Smith DRE-120 100 producing 102 MB heating the arena North DHW

Arena Hockey Ice Plant:

The cooling requirements for the arena hockey ice surface at the facility are met by an R22 ice plant. A list of the relevant components is shown below.

1 – Mycom P8WA R22 compressor 40 TR (480 MBH) with a 75hp motor

1 – Mycom P6WA R22 compressor 30 TR (360 MBH) with a 50 hp motor

Shell and tube chiller to cool the brine serving the chilled slab 65 TR (780 MBH)

Desuperheater to capture high-temperature waste heat from the compressor discharge line 200 MBH

Evaporative condenser to reject heat from the R22 to the atmosphere 1,400 MBH with a 10 hp fan, and 1 hp pump

Arena Curling Ice Plant:

The cooling requirements for the arena curling ice surface at the facility are met by an R22 ice plant. A list of the relevant components is shown below.

1 – Copeland 4DA3R18ME-TSK-200 compressor 15 TR (180 MBH) with a 20 hp motor

1 – Copeland 4da3r18me TSK 800 R22 compressor 18 TR (216 MBH) with a 15 hp motor

Pool HVAC Systems:

The Pool-HVAC system has three AHUs. Two units serve the natatorium, with DH-1 dehumidifying the return air and AHU-1 providing outdoor air. DH-1 has internal heat recovery. All other heating is via the propane burner on AHU-1. AHU-2 serves the pool change-rooms and lobby with propane-fired heating.

The Pool-DHW system includes individual propane-fired water heaters for each of the three pools and a single propane-fired water heater with two storage tanks to serve the pool sinks and showers. All units are standalone. The main pool boiler has failed. As an interim measure, the main pool and leisure pool heating systems have been tied together with valve control to heat one or the other pool body. This is a temporary mitigation only. An energy audit has been completed that includes recommendations around pool boiler systems and some broader HVAC and DHW system efficiency upgrades for consideration during renewal. Planning and implementing such renewal upgrades will be within the scope of this contract.

Propane Gas Heating Equipment in the Pool bldg:

- 1 - 2011 Raypak P1223 producing 1,125 MBH heats the main pool (failed)
- 1 – 2015 Raypak R-408A producing 400 MBH heats the leisure pool
- 1 – 2011 Jandy Lite 2 LJ400PB producing 400 MBH heats the hot tub
- 2 – 2008 AO Smith HW-610 201 producing 610 MBH heat the domestic hot water
- Air Handling Unit 1 is a 1990 Engineered Air DS-100 producing 650 MBH heats the natatorium (pool bldg)
- Air Handling Unit 2 is a 1990 Engineered Air B-175-0 producing 175 MBH heats the pool, change rooms, and offices

Electric Heating equipment in the Pool bldg:

- 1 – 1990 Dectron DS 120-203 producing 277 (cooling) serving the natatorium (pool bldg)

Other Areas:

Within these and other Village facilities, there are more minor HVAC and DHW systems more minor in nature. There is a variety of wall mounted ductless heat pumps that also require occasional servicing. The Village maintenance staff hold pool operating and ice facility operating certificates; however, they are not currently holding full refrigeration certifications. The expectation is that the successful proponent will work in collaboration with our staff to remain in compliance with our operating permits and technical safety regulations, while making best use of the eyes and ears on the ground, travel time for visits.

Technical Safety BC, Boiler, Pressure Vessel or Refrigeration Operating Permits:		
4119687	4119693	4119695
4581661	4581694	4645513

1.4 Definitions

The following definitions apply throughout this Request for Proposal:

- a) “**Addenda**” means all additional information regarding this RFP including amendments to the RFP;

- b) “**BC Bid**” means the BC Bid website located at www.bcbid.gov.bc.ca;
- c) “**Village**” means the Corporation of the Village of Gold River;
- d) “**Closing Location**” includes the location indicated on the cover page of this RFP or BC Bid, as applicable;
- e) “**Closing Time**” means the Closing Time and date for this RFP as set out on the cover page of this RFP;
- f) “**Contract**” means the written purchase agreement, Notice to Proceed, or Purchase Order resulting from the RFP executed by the Village and the successful proponent;
- g) “**Contract Administrator**” means the Village staff member who has been duly hired by the Village of Gold River to fulfill the duties of that position or his/her designated representative;
- h) “**Contractor**” or “**Consultant**” means the successful proponent selected from this RFP who enters into a contract with the Village;
- i) “**MUST**”, “**mandatory**”, or “**required**” means a requirement that must be met in order for a proposal to receive consideration;
- j) “**Proponent**” means a person or entity with the legal capacity to contract, that submits, or intends to submit, a proposal in response to this RFP;
- k) “**Proposal**” means a written response to the RFP that is submitted by a Proponent;
- l) “**Request for Proposals**” or “**RFP**” means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Village by Addenda; and
- m) “**Should**”, “**may**” or “**weighted**” means a requirement having a significant degree of importance to the objectives of the RFP.

1.5 **Delivery of Proposals**

Proposals shall be in English and **MUST** be submitted using one of the submission options below:

Email Electronic Submission: Proponents may submit an electronic bid through email; however, the Bidder acknowledges and accepts the risks in doing so. Examples of such risk are detailed below; albeit this list is not exhaustive:

<ul style="list-style-type: none">• Server delays	<ul style="list-style-type: none">• Rejection of email due to size or incorrect procedure	<ul style="list-style-type: none">• Rejection of email due to spam, virus, or malware
<ul style="list-style-type: none">• Email not clearly identified as a Bid Submission	<ul style="list-style-type: none">• Bid arriving late or not at all	<ul style="list-style-type: none">• Incompatible or corrupt file attachments

Hard Copy Submission: Proponents may submit two (2) hard-copies of their proposal as outlined below.

All Proposal submissions: **MUST** include a completed and signed Summary Form of Proposal plus all information described in Sections 1.5 through 1.7 of this RFP.

Electronic submissions are recommended to be prepared and sent with sufficient time for receipt prior to Closing Time.

Emailed electronic submissions **MUST** be sent to the Contact Person listed on the front of this RFP.

Emailed electronic submissions **MUST** include the competition, bid, or tender title in the subject line. E.g.: RFP NO. 2024-05

Hard copy submissions, maybe submitted; in person, by mail, or courier to the Village office at:

Village of Gold River, Municipal Hall
499 Muchalat Drive,
P.O. Box 610
Gold River, BC V0P 1G0

1.6 Proposal Submissions

a) Proposals **MUST** be submitted and received before the Closing Time to the Closing Location or as described in Section 1.3 (Delivery of Proposals) for electronic submissions. The proponent is solely responsible for ensuring that, regardless of the selected submission method, that the Village receives a complete proposal including all attachments or enclosures prior to the Closing Time.

b) Hard copy submissions **MUST** be received in a sealed envelope at the Closing Location. The Village is not responsible for delayed, incomplete, or submissions lost in transit.

1.7 Proposal Format and Checklist

Proponent should submit submissions in the following format:

a) Title pages, shows the competition, bid, or tender title.

E.g.: RFP NO. 2026-05, As-&-When, Refrigeration and HVAC Contract Services.

b) Completed Summary Form of Proposal, complete with mandatory signature.

1.8 Enquiries and Contact Person

a) Inquiries related to this RFP, including any requests for information or clarification may only be directed in writing to the listed Contact Person by **Monday, June 22, 2026**; who will respond if time permits prior to the Closing Time. Information obtained from any other sources should not be relied upon. Contact with individuals other than the Contact Person may be considered lobbying or a conflict(s) of interest and result in disqualification of bid.

b) Any addenda to this Request for Proposal will be posted on www.bcbid.gov.bc.ca at least forty-eight (48) hours prior to the Closing Time. It is the sole responsibility of each proponent to make sure that it is in receipt of all addenda prior to the Closing Time and acknowledge receipt of all addenda in the Summary Form of Proposal.

c) Contact Person: Joe Doxey ASCT, ENV SP
Director of Operations
Email: jdoxey@goldriver.ca
Phone: (250) 283-2251

2. PROPOSAL RESPONSE CRITERIA

The proposal should be prepared simply and economically. The proposal response should clearly include and respond to Section 3.2, Evaluation Criteria

3. EVALUATION CRITERIA

Evaluation of proposals will be by a committee formed by Village staff. The Village’s intent is to enter into a contract sale agreement with the proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking. Proposals will be assessed in accordance with the entire requirement of the RFP, including all mandatory and weighted criteria.

3.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following criteria will be excluded from further consideration during the evaluation process. Mandatory Criteria
a) The proposal MUST be received at the designated Closing Location before the Closing Time.
b) The proposal MUST be in English.
c) Hard copy submissions MUST be received in a sealed envelop. Digital submissions are acceptable.
d) Emailed electronic submissions MUST be sent to the Contact Person listed on the front of this RFP
e) Emailed electronic submissions MUST include the competition, bid, or tender title in the subject line. E.g.: RFP NO. 2024-05
f) The proposal MUST include a signed copy of the Summary Form of Proposal
g) All items in Section 2 that indicate “ MUST ” in the Specification’s description

3.2 Evaluation Criteria

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria.

Weighted Criteria	Weight
<i>Contractors Breadth of Scope & Experience:</i> IE. Familiarity with age, types of equipment, repair options, and carries any appropriate certifications.	20
<i>Relevance of Experience, Village Scalable Solutions:</i> IE. Demonstrates knowledge around efficiency vs operating costs vs capital costs, and able to assist with appropriate solutions based on principles of asset management.	20
<i>Fee Schedule</i> Include labour rates per tech level, administrative charges, supplier markups, emergency / overtime call-out rates	20

<i>Travel time charges</i> Include if there are any additional travel charges for emergency / overtime call-outs separate from the basic labour, admin. rates within the fee schedule above.	20
Emergency Availability: Only for real physical emergencies where worker / public safety or property damage is imminently occurring or anticipated. List your terms, conditions, timing for availability, including expected time to dispatch and arrival (including travel) upon notification.	20
Total	100

3.3 Pricing Evaluation

Only proposals that meet all mandatory requirements and / or minimum score will be evaluated. The lowest overall price will be awarded all the points allocated to price (fee schedule and travel time charges combined). All other proposals will be evaluated using the following formula:

$$\text{Score} = (\text{Lowest Proposal Price} / \text{Proposal Price}) \times \text{Maximum Points Available}$$

Note: Incomplete, ineligible, or non-compliant proposals will not be included for the purposes of scoring the pricing evaluation.

4. TERMS AND CONDITIONS

4.1 Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all of the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

4.2 Addenda

All Addenda will be posted on the Village’s website and BC Bid. It is the sole responsibility of the Proponent to check for Addenda. Proponents are strongly encouraged to subscribe to BC Bid’s email notification service to receive notices of Addenda.

4.3 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received after the Closing Time will be marked late and not considered or evaluated. In case of a dispute, the proposal receipt time as recorded by the Village at the Closing Location will prevail whether deemed accurate or not.

4.4 Proposal Validity

Proposals will be open for acceptance for at least forty-five (45) days after the Closing Time.

4.5 **Firm Pricing**

Unless otherwise specified herein by the Village of Gold River, all prices quoted are to be net prices in Canadian funds, including Canadian Custom duties and are to be F.O.B. including delivery charges to the destination as indicated. Year over year incremental price increases to be negotiated in the fall for the upcoming year and budget. These will be based on CPI, labour, and relevant material and construction price increases directly related to the industry.

4.6 **Completeness of Proposal**

By submitting a proposal, the Proponent warrants that, if the RFP is to design, create, or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the proponent at no additional charge.

4.7 **Changes to Proposals**

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. Upon Closing time, all proposals become irrevocable. The Proponent will not change any part of its proposal after the Closing Time unless requested by the Village for purposes of clarification.

4.8 **Liability for Errors**

While the Village has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for the Proponents. The information is not guaranteed or warranted to be accurate by the Village, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

4.9 **Proponents' Expenses**

Proponents are solely responsible for their own expenses in participating in the RFP process, including the costs in preparing a proposal and for subsequent finalizations with the Village, if any. The Village will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

4.10 **No Commitment to Award**

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the Village in any way to award a Contract.

4.11 **Reservation of Rights**

In addition to any other reservation of rights set out in the RFP, the Village reserves the right, in its sole discretion:

- a) To modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent
- b) In accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself
- c) To waive any non-material irregularity, defect or deficiency in a proposal
- d) To request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal
- e) To reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the Village, or any material error, omission or misrepresentation in the proposal
- f) At any time, to reject any or all proposals; and
- g) At any time, to terminate the competition without award and obtain the goods and / or services described in the RFP by other means or do nothing

4.12 **Contract**

By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Village.

Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods and / or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the good or services until the occurrence of both such events.

If a written Contract cannot be finalized with provisions satisfactory to the Village within thirty (30) days of notification of the success Proponent, the Village may at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with any of the Proponents.

4.13 **No Guarantee of Volume of Work or Exclusivity of Contract**

The Village makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the successful proponent may not be an exclusive contract for the provision of the goods or services described in Section 2. The Village may contract with others for goods and / or services the same as or similar to those described in Section 2 or may obtain such goods and / or services internally.

4.14 **Solicitation**

Any attempt by Proponents to influence the outcome of the RFP process by engaging in solicitation, either directly or indirectly, of any employee, contractor, or representative of the Village, including members of the evaluation committee and any elected or

appointed officials of the Village, or with the media, may result in disqualification of the Proponent.

4.15 **Workers Compensation Act**

The Contractor must provide to the Village their WorkSafe BC registration number and a Letter of Clearance. The Contractor must ensure compliance on their part with the Worker's Compensation Act and the Occupational Health and Safety Regulations. This will extend to any subcontractors hired by the successful Proponent, who will be on Village property.

In any case where pursuant to the provisions of the Worker's Compensation Act, the Worker's Compensation Board orders the Contractor, in respect of their operations under the RFP, to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or Regulations thereunder or because of said Board is of the opinion the conditions or immediate danger exist that would likely to result in injury to any person, or because of lack of payment of an account due to the Board, the Village, on twenty-four (24) hours written notice to the Contractor, ay terminate the Contract.

4.16 **Indemnity and Liability Insurance**

For the purpose of any Contract the Village may enter into with the successful Proponent, the Contractor must indemnify and hold harmless the Village, its employees and agents, from any or all claims, demands, actions, and costs whatsoever that may arise, directly or indirectly out of any act or omission of the Contractor, its employees, or agents, in the performance by the Contractor of this RFP.

4.17 **Compliance with Laws and Permits**

The Contractor must apply and pay for all necessary permits or licenses, required for the execution of the work. The Contractor must give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health. The Contractor must be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing safety.

4.18 **Trade Agreements**

This RFP has been issued in compliance with the Village of Gold River Purchasing Policy No. 306 and meets the requirements of the Canadian Free Trade Agreement and the New West Partnership Trade Agreement.

4.19 **Freedom of Information**

Without limiting other obligations under the Freedom of Information and Protection of Privacy Act and any other enactments that may apply to the Village or the Proponent or to both, and despite any promises or commitment by the Village to preserving the confidentiality of information to the extent permitted by law, the Proponent

acknowledges that any information provided to the Village in relation to this RFP, or that is created, produced, negotiated, or otherwise comes within the Village.

4.20 **Conflict of Interest**

A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the Village's opinion, give rise to an actual, perceived or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the Village involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. A Proponent must disclose in its proposal any actual or potential conflict of interest and any existing business relationships it may have with the Village of Gold River, its elected or appointed officials or employees. The Village has the right to reject any proposal submitted by a Proponent who in the Village's determination, has, or if awarded the Contract would have, an actual, perceived or potential conflict of interest.

If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Village's Contact Person prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.



SUMMARY FORM OF PROPOSAL

RFP No.: 2026-05

NAME OF PROJECT: As-&-When, Refrigeration and HVAC Contract Services

DESCRIPTION:

Details, including fees for junior, intermediate, and senior charge-out rates along with travel trip charges as described to be included within proposal response. This maybe included as an attached rate charge.

Written proposal details addressing firm's capabilities towards Evaluation Criteria in Section 3.2.

CONFIRMATION OF THE PROPONENT'S INTENT TO BE BOUND

The enclosed Proposal is submitted in response to the referenced Request for Proposals, including any Addenda. By submitting a Proposal, the Proponent agrees to all of the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposals, Specifications, and Village of Gold River Standard Terms and Conditions of Purchase.
- b) The Proponent agrees that they have reviewed and considered all Addenda (if any) and have taken that into account with determining the price(s) proposed.
- c) The Proponent agrees to supply and deliver, complete, F.O.B. destination, the specified product(s) listed.
- d) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the Proposal; and
- e) The Proponent agrees to be bound by the statements and representations made in its Proposal.

Proponent / Company Name: (Please print)

Name and Title of Authorized Representative: (Please print)

Signature of Authorized Representative:

Address:

Telephone:

Email:

Executed this _____ **day of** _____, **20** _____

**THE VILLAGE OF GOLD RIVER
STANDARD TERMS AND CONDITIONS OF PURCHASE**

1. Offers and Acceptance:

The Consultant, by acceptance of the contract enters into a binding agreement of the purchase and sale with the Village of Gold River (the "Village") for the supply of the goods and / or services subject to these terms and conditions.

The Village's placement of the contract (written purchase agreement, Notice to Proceed, or Purchase Order) with the Consultant is expressly conditioned upon the Consultant's acceptance of all the terms and conditions.

2. Purchase Orders:

The Village does not use formal purchase orders. The Contact Person will provide the Consultant with a written Notice to Proceed which will include account billing procedures and instructions. The Notice to Proceed will authorize the Consultant to provide only the specified goods and / or services at the price indicated. In some cases, where there are liability, labour, or performance completion issues, the Village may require the Consultant to sign a contract.

3. Required Documentation:

Failure to meet these requirements may result in the goods and / or invoices being returned at the Consultant's cost.

- a) Any noted account, billing information included on the Notice to Proceed must be shown on all related invoices, shipping papers, transportation bills, packages, packing lists, and correspondence.
- b) A packing list must be included with each shipment.
- c) Goods and Services Tax (GST) and Provincial Sale Tax (PST) must be shown separately on the invoice.
- d) All applicable transportation charges must be prepaid unless instructions to the contrary appear in the Notice to Proceed.
- e) Where applicable, serial numbers are to be shown on the invoice including serial numbers of any trade-in equipment.
- f) The Consultant shall provide all the necessary training and instructions to its personnel, representatives, and agents in the storage, handling, and use of any product classified as a "Controlled Product" under WHMIS. The Consultant will provide the appropriate labels and material safety data sheets (MSDS) for WHMIS regulated products. No product containing asbestos shall be supplied at any time without written authorization. The Consultant will ensure and fully comply with the Transportation of Dangerous Goods Act and Regulations when shipping goods to the Village.

4. **Invoices and Payment:**

Invoices shall be sent to:

Village of Gold River
Accounts Payable
499 Muchalat Drive,
P.O. Box 610
Gold River, BC V0P 1G0

Include any additional information from the Notice to Proceed with the accompanying invoice(s). Payment by the Village shall be made after final acceptance by the Village of the goods and /or services, notwithstanding any previous passing of title to the goods.

Payment terms are net thirty (30) days and begin the date that Accounts Payable receives the invoices.

Unless otherwise stated, all funds are payable in Canadian dollars.

Prices are to include, all packing, handling, taxes, duties with clearly identified distribution of charges, and are otherwise all-inclusive.

5. **Customs:**

For any shipments originating outside of Canada, the Consultant shall attach all required customs documents to the shipment. Payment of duties will be as per the terms of the purchase agreement or contract.

6. **Delivery:**

Time is of the essence. The Consultant must immediately advise the Village of a shortage or delay of any kind. If delivery of goods and / or services is not completed by the date required, the Village reserves the right to terminate this contract in whole or in part and to purchase substitute goods and services elsewhere and charge the Consultant with any incidental or consequential damages that might be incurred.

The Village shall not be liable for failure to take delivery of the goods and / or services ordered herein due to labour difficulties, acts of God, fortuitous events or other causes of a like or unlike nature reasonably beyond its control. Deliveries not taken during such period maybe eliminated from this order at the Village's option without liability on its part.

7. **Changes / Modifications / Termination:**

The Village reserves the right at any time, to cancel or terminate this order in whole or in part by written or verbal notice confirmed in writing, or to make changes in any one or more of the following: quantity, specifications, methods of shipment or packing, and place or timing of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract and/or purchase order, an

equitable adjustment shall be made in the price or delivery schedule, or both. No agreement or understanding to modify this contract and/or purchase order shall be binding upon the Village unless in writing and signed by the Village's authorized agent (Contact Person).

8. **Inspection:**

All goods and services purchased hereunder are subject to inspection and approval upon delivery at the Village's place of business. The Village reserves the right to reject and refuse acceptance of goods and services which are not in accordance with the Village's specifications or not in compliance with the Consultant's warranty (expressed or implied). Goods not accepted will be returned to the Consultant at the Consultant's expense. Payment for any good or service hereunder shall not be deemed an acceptance thereof. In the event the Village judges the quality of the article, material or service to be deficient, the Village may cancel the order by returning the goods at the Consultant's expense and debiting the Consultant's account with the original purchase cost.

9. **Title:**

The Village shall not be deemed to accept the merchandise until the Village actually receives, inspects and accepts such merchandise at its place of business. Insofar as the order specifies F.O.B. point, the Village shall accept title for the goods at that point only. Materials not sold F.O.B. destination must be prepaid and charged. Transportation charges, other than postage, must be supported by documentation. Materials shipped parcel post must be insured. C.O.D. charges will not be accepted.

10. **Risk of Loss:**

Risk of loss or damage of the goods and services provided under this contract and/or purchase order shall not pass to the Village until delivery at its place of business.

11. **Holdback:**

For the supply of materials and services, holdbacks of payment maybe made in accordance with the requirement of the Builder's Lien Act of BC.

12. **Shipping Containers:**

All packing cases, bales and cartons, etc. in which the articles or materials may be shipped shall become, without charge, the Village's property on receipt, unless otherwise stipulated.

13. **Warranty:**

Without limitation to any additional warranties provided by the Consultant, whether indicated on the face of the purchase order or otherwise provided, the Consultant warrants that:

- a) All goods shall be of merchantable quality and free from defects in workmanship and materials.
- b) All goods shall strictly conform to applicable samples, specifications and drawings.
- c) All goods and services shall be fit for the purpose intended by the Village.
- d) All goods shall be free and clear of all liens, charges and encumbrances.
- e) The goods and services shall comply with the standards set forth by applicable federal, provincial, municipal and industry regulatory agencies.
- f) The shipping and handling of any hazardous material will be made in accordance with all applicable laws and regulations.
- g) The goods and services shall comply with all applicable environmental protection laws and regulations. Unless a longer warranty period is specified in the contract or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the goods and services by the Village. If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the goods or services furnished by the Consultant, or is the goods and / or services do not conform to the terms and conditions of the contract, the Village may at its option:
 - i) Require the Consultant to promptly replace, redesign or correct the defective and non-conforming goods and services at no expense to the Village, or
 - ii) The Village may replace or correct the defective goods and services and charge the Consultant with all expenses incurred by the Village. The Consultant agrees to indemnify and save harmless the Village, its members, officers, employees, assigns, agents, clients and the public from any liability, loss, cost and expense arising either directly or indirectly, from breach of any warranty given by the Consultant hereunder.

14. **Assignment:**

No right of interest in this contract shall be assigned by either party without the written consent of the other, and no delegation of any obligation owed, or of the performance of any obligation by either the Village or Consultant shall be made without the written consent of the other party.

15. **Imports:**

If the Consultant manufactures or purchases any goods involved in this contract, outside of Canada, they must ensure that they, their agent, or representative is the "Importer of Record" for customs purposes.

16. **Taxes and Duties:**

The Consultant agrees that all Canadian Goods and Services Tax (GST) Provincial Sales Tax (PST) and/or Customs Duty entitlement provided for by the Excise Tax and/or Customs Tariff Acts and all tax duty rate decreases and/or exemptions, resulting from amendments reclassifications, remissions or clarifications thereof on tax and/or duty - applicable priced goods/materials involved, whether recognized or not at the time the order is awarded, shall be passed onto the Village. Otherwise said order is based on the specific GST/HST and/or Customs Duty status shown, which must be adhered to and all invoice billings must agree accordingly.

17. **Insurance:**

All Consultants/Contractors providing services to the Village are required at a minimum to carry \$2,000,000 Commercial General Liability Insurance with the Village of Gold River named as an additional insured party. The Village reserves the right to modify the type of insurance coverage and the coverage amount required to be carried by the Consultant/Contractor. Proof of insurance must be provided to the Village prior to commencement of work.

18. **Business License:**

All Consultants or Contractors conducting business within the Village of Gold River will have a valid Village of Gold River business license if required as per Village of Gold River Business Bylaw No. 589, 1998.

19. **WorkSafe BC:**

The Consultant or Contractor shall maintain an account in good standing with WorkSafe BC and shall, upon Village request, provide a letter from WorkSafe BC so stating, prior to commencement of work. The Consultant or Contractor shall ensure compliance by both itself and its Sub-contractors with the Worker's Compensation Act and regulations.

20. **Patents:**

The Consultant undertakes and agrees to defend at Consultant's own expense, all suits, actions or proceedings in which the Village or the users of any of the Village's merchandise are made defendants for actual or alleged infringement of any US, Canadian or foreign letters patent resulting from the use or sale of the items purchased hereunder, and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against such defendants herein.

21. Gifts, Gratuities, and Staff Discounts:

In accordance with the Code of Conduct Policy No. 401, the Village of Gold River has strict standards against employees accepting gifts, gratuities or staff discounts as a result of their employment with the Village. Items of nominal value, such as pens and calendars, used in the course of employment are exempt. With the exception of fundraising for charitable or non-profit organizations, or such officially supported activities, members of Council, Employees and Committee Members may not solicit gifts, hospitality, other benefits or transfers of economic value from a person, group or organization.

22. Indemnification:

The Consultant, by acceptance of the contract and/or purchase order, shall indemnify and hold harmless the Village of Gold River, its agents, and employees, from and against all loss or expense by reason of the liability imposed by law upon the Village of Gold River its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work.

23. Conflict of Interest:

It is the Consultant's sole responsibility to disclose to the Village in writing, prior to supplying goods and/or services, any actual, perceived, or potential conflict of interest and any existing business relationships it may have with the Village, its elected or appointed officials or employees.

24. Compliance with Laws:

In accepting the contract and/or purchase order, the Consultant represents that it has complied and will continue during the performance of this contract to comply with the provisions of applicable third-party contracts, and all applicable federal, provincial and municipal laws and regulations. The laws of British Columbia govern this agreement.

25. Freedom of Information:

The Village of Gold River is subject to the provisions of the Freedom of Information and Protection of Privacy Act. All Consultants are therefore advised that any invoices, quotes, price offers or estimates received by the Village will be treated as a public document and the contents therein may be disclosed upon written request if required to do so pursuant to the Act.