



Government of Newfoundland and Labrador

Public Procurement Agency
30 Strawberry Marsh Rd.
St. John's NL
A1B 4R4

| Purchase Order No. | Revision No. | Page No. |
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| 218001520 | 1 | 1 |

SHIP TO: As indicated in blanket release
or
contract agreement PO
Canada

BILL TO: As indicated in blanket release
or
contract agreement PO
Canada

TO: CAR GUYS APPEARANCE CENTER INC
33 O' Leary Avenue
St John's, NL
A1B 2C8
Canada

| Customer No. | Supplier No. | Ordered / Buyer | Revised / Buyer |
|--------------|--------------|---------------------|---------------------|
| | 40085629 | 09-APR-18 Bishop, D | 03-APR-19 Bishop, D |

| F.O.B: | Requestor: | Contact: |
|-------------|------------|----------|
| DESTINATION | | |

| Effective Start Date | Effective End Date | Amount Agreed (CAD) |
|----------------------|--------------------|---------------------|
| 01-MAY-2018 | 30-APR-2020 | |

IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.
AUTHORIZED BY: Bishop, D **DATE:** 03-APR-19 **TOTAL:**

| Line NO: | Item No./Description | UOM | Unit Price |
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Notes:

***REVISION #1, Created to exercise renewal option for 12 additional months, expiry date April 30th, 2020.

Master Standing Offer Agreement for SUPPLY OF RUST PROTECTION MATERIAL AND ALSO THE SUPPLY AND INSTALLATION OF RUST PROTECTION MATERIAL ON GOVERNMENT EQUIPMENT.

The resulting Standing Offer Agreement shall permit any Government Department, and any Government Funded Body having delegated its authority to tender to the Central Purchasing Authority to order, on an "as and when required basis", the items listed herein at the prices set against each.

This ITT shall form part of the contract.

PERIOD OF CONTRACT: The term of the Agreement is to be for a period of 12 months, with an option to extend the Agreement by mutual consent of both parties on the same terms and conditions up to an additional 12 months.

YOUR RESPONSE TO TP117014944 DATED MARCH 14, 2018 REFERS.

VENDOR CONTACT INFORMATION:

Car Guys Appearance Center Inc.
DARRELL HARRIS
Phone: 709-685-6437 or 709-579-4227
Fax: 709-724-3300
dharris@carguysnl.ca

NO GUARANTEE OF VOLUME OF WORK

Central Purchasing Authority makes no guarantee as to the value or volume of the Deliverables. The Agreement with the preferred bidder, as defined in the Public Tender Act, will be an exclusive contract for the provision of the Deliverables.



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PRODUCT SPECIFICATIONS

Rust Inhibiting:

- The product shall demonstrate rust inhibiting abilities.

Penetration:

- The product shall penetrate into small openings such as crevices and nuts and bolts.
- The product shall protect the metal to which it is applied by bonding to the metal.

Compatibility:

- The product shall not cause detrimental effects on paints, rubber, plastics, undercoating waxes and tars, as well as other common materials used in automotive construction.
- The product shall be a corrosion control product formulated for the protection of in-service automotive equipment.
- The product must be able to be applied over current rust protection product applications without causing any negative effects or reactions.

Consistency:

- The product shall not build-up excessively and shall be easy to re-apply annually.
- The product shall be able to withstand road splash.
- The product shall not cause a heavy dust or dirt build-up (tacky finish).

Environmental, Health and Safety Characteristics:

- The product shall not contain hazardous ingredients, as per the manufacturer's Material Safety Data Sheet (MSDS), in accordance with Workplace Hazardous Materials Information System (WHMIS) legislation.
- The product application process shall adhere to the current environmental laws and regulations in effect at the time of application in the province of Newfoundland and Labrador.
- The product shall be low VOC.
- The product shall remain free of strong, persistent, objectionable odour.
- The product shall be mold and bacteria resistant.
- If the product contains waste or used oils, they must be re-refined as per the latest version of CAN/CGSB 3.1010.

Operating Conditions:

The product shall perform safely and actively, without any form of degradation, under the following conditions:

- Rain, snow, and slush caused by road salt.
- Off-road conditions such as sand and mud.
- Ambient (outside) temperatures in the range of +40° C to -40° C.

Product Application:

Light Vehicles:

- Broad spray complete underside including chassis, cross members, and floor panels; all electrical/mechanical components underneath the vehicle.
- Drill all doors to access the interior of the doors.
- Spray all latches, hinges, and moving parts.
- Treat battery terminals and all electrical components.
- Under the hood: firewall, wiring, etc.



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Heavy Trucks:

- Broad spray complete underside including chassis, frame rails, cross members, and floor panels.
- Drill all doors to access the interior of the doors; in the case of fiberglass doors, doors to be drilled to access the window frames, etc.
- Rocker panels and cab corners to be treated.
- Spray all latches, hinges, and moving parts.
- Treat battery box, terminals, hinges, latches, and all electrical components.
- Spray west coast mirrors in pivot areas.
- Under hood: firewall, wiring, etc.

THE DELIVERABLES

Brand name(s) and number(s) are used for reference purposes only. Quotations on similar products will be considered.

Deliveries shall be made in accordance with dates and delivery location stated on participating organization's Purchase Order. Deliveries will only be accepted during the regular business hours of the organization.

Delivery shall be FOB destination to all regional and sub-depots as required in each of the indicated geographic areas. All transportation charges to be prepaid by the contractor.

Summer business hours for all Transportation Depots are 7:00 a.m. to 5:30 p.m. effective May to September from Monday to Thursday.

All shipments/deliveries shall state Purchase Order number.

When shipping, suppliers are required to supply up-to-date Material Safety Data Sheets - applicable to anything regulated under transportation of dangerous goods, or the shipment cannot be accepted.

The successful bidder must maintain an adequate supply of product to enable delivery within 48 hours of any order placed.

Incorrect product supplied will be returned to supplier and no re-stocking charges will be considered.

The Department reserves the right to discontinue any item from this tender during the life of the agreement where the Department is unsatisfied with the quality and/or performance of the supplier with 30 days notice.

PERFORMANCE TERMS AND CONDITIONS

CANCELLATION OF CONTRACT

Any contract issued as a result of this ITT shall be subject to cancellation by either party within 30 days of written notification. Payment of goods on order or in the process of being delivered will be honoured.

WARRANTY

The vendor guarantees all equipment, materials, workmanship, and labourer;s



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liens. The vendor warrants title to commodities supplied and warrants them free from defects and/or imperfections, and will indemnify and hold the purchaser harmless against any or all suits, claims, demands and/or expenses, patent, litigation infringement, or any claim by third parties in or to the commodities mentioned and supplied by him.

RETURNS

In the event of a defective product, any participating organization reserves the right to return it to the supplier, for full credit, notwithstanding intermediate payment by the purchaser. All delivery and return costs will be the responsibility of the supplier.

Claims for either shortages or damaged merchandise will be submitted to vendor within thirty days of invoice.

SUBSTITUTIONS

During the term of a contract, no product shall be substituted for another without the mutual agreement of both the Central Purchasing Authority and the successful bidder. Items may be substituted by similar products of equal size and cost and quality. All substitutes shall be accompanied by full specification, literature or catalogues.

REPORTING

The successful supplier SHALL provide quarterly usage reports regarding the individual product usage for all the items listed on this ITT, in a format and time frame determined by the Central Purchasing Authority (ie: items procured by entities, product usage, delivery, order-fill rates, backorders).

The successful bidder may be requested to provide usage reports on related items not listed on this document for future reference.

BRAND NAMES AND NUMBERS

Brand name(s) and number(s) on which you are quoting SHALL be clearly indicated and illustrated manufacturers' literature and specifications SHOULD be submitted with your Invitation to Tender/Request For Quotation. The department reserves the right to request literature and specifications prior to award of contract if not provided.

SUPPLY AND INSTALL

The vendor shall be liable for, and shall indemnify and hold harmless the Government of Newfoundland and Labrador, its agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings, whatsoever arising under any statute or Common Law: (1) In respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of the work; and (2) In respect of any injury or damage whatsoever to any property, real or personal or any chattel real, insofar as such injury or damage arises out of or in the course of or by reason of the carrying out of the Work.

The vendor shall not be liable if the injury, death, loss or damage is due to any act of neglect of the Government of Newfoundland and Labrador, its agents or



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employees.

ADDITIONAL TERMS AND CONDITIONS

Each participating organization will be responsible for issuing its own contract/purchase orders(s) and is to be invoiced accordingly. Contact names and numbers will be provided to the successful bidder.

Any government department or government funded body reserves the right to utilize a procurement card in lieu of a purchase order for all or select acquisitions. Vendors shall not refuse nor charge additional premiums or fees when procurements cards are tendered for payment.

TRAINING

The successful bidder must provide product training for all end users to ensure safe, effective and proper use of products, if requested.

QUANTITY

The quantities listed herein are projected usages for the contract period and are estimates made in good faith and are not a guarantee of the quantities that may be ordered. The contract shall be limited to the actual quantities ordered and delivered during the contract period.

The successful supplier shall maintain adequate stock to cover requirements when requested.

PRICES

Pricing shall be firm for the life of this agreement. Should the supplier wish to discontinue this agreement due to a price increase, 30 days written notice shall be given to the Manager of Equipment Support, Department of Transportation and Works.

Prices are exclusive of HST. Applicable taxes shall be applied at the invoicing stage and are to be listed separately on each purchase invoice. HST number for Government Departments is 107442683.

Prices quoted shall be in Canadian funds.

Prices quoted shall remain unchanged for the duration of the contract.

Prices quoted shall be considered net and inclusive of all discounts.

Vendor hereby certifies that the prices tendered are not in excess of those charged anyone else, including their most favored customer.

INVOICING

Invoices shall be submitted directly to each participating organization who obtain the goods.

It is to be understood that payment of invoices will be the responsibility of the ordering government funded body and further understood that the successful supplier (s) will hold the Central Purchasing Authority harmless respecting any loss, damage and non-payment resulting from or relating to any order placed with



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the supplier against any contract resulting from this Invitation to Tender.

The successful supplier shall ensure that the company name, address and contact details (phone number, fax number) provided on the tender response shall also be used on all invoicing presented for payment. (ie: The company name and address on monthly invoices submitted for payment shall be the same as the company name and address submitted on tender bid).

Government Departments Only

The Government of Newfoundland and Labrador (GNL) has expanded its financial management system and streamlining the accounts payable process. Invoices and credit memos that were traditionally sent to individual departments will be emailed or mailed to one central government location, the Department of Finance, Corporate Financial Services Division (CFS).

To receive payment on a timely basis, please mail or email invoices to:

Department of Finance
Corporate Financial Services Division
657 Topsail Road, St. John's, NL A1E 2E3
Email: gnlinvoices@gov.nl.ca

DIRECT DEPOSIT FOR PAYMENT

Government Departments Only:

The preferred method of payment to the successful bidder/proponent for any goods or services provided as a result of this procurement opportunity will be direct deposit (other cost effective payment methods may be used for certain international suppliers where banking technologies prevent the use of direct deposit).

Enrolment forms can be obtained from the Department of Finance web site at:
<http://www.releases.gov.nl.ca/releases/2014/fin/0808n02.aspx>

To enroll for direct deposit, please visit www.gov.nl.ca/fin or call 1-888-729-6199.

PARTICIPANTS

All Government Departments

The following Government Funded Bodies:

- College of the North Atlantic
- Marine Institute
- Memorial University of NL
- Newfoundland and Labrador Housing Corporation
- The Rooms Corporation of Newfoundland and Labrador
- Town of Baie Verte
- Town of Grand Falls-Windsor
- Town of Heart's Delight-Islington
- Town of Long Harbour-Mount Arlington Heights
- Town of Marystown
- Town of New-Wes-Valley



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- Town of Paradise
- Town of Placentia
- Town of Point Leamington
- Town of Spaniard's Bay
- Town of Torbay
- Town of Victoria
- Town of Whitbourne

| | | | |
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| 18 | Supply and Installation of Rust Protection Material - Compact to Mid-Size Cars Avalon Region (St. John's area) | EACH | 82.95 |
|----|---|------|-------|

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| 39 | Supply and Installation of Rust Protection Material - Pickup Trucks, SUVs, and Vans Avalon Region (St. John's area) | EACH | 97.95 |
|----|--|------|-------|

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