



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

**TO:** J D IRVING, LIMITED  
o/a Kent Building Supplies  
60 Old Placentia Raod  
Mount Pearl, NL  
A1N 4Y1  
Canada

**BILL TO:** Department of Finance  
Corporate Financial Services  
657 Topsail Road  
St John's, NL A1E 2E3  
Canada

Customer No.	Supplier No.	Ordered / Buyer	Revised / Buyer
	0032086969	22-MAY-19 Bishop, D	

F.O.B: DESTINATION	Requestor:	Contact:

Effective Start Date	Effective End Date	Amount Agreed (CAD)
23-MAY-2019	31-MAY-2020	

**IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.**  
**AUTHORIZED BY:** Bishop, D      **DATE:** 23-MAY-19      **TOTAL:**

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Notes:

Master Standing Offer Agreement for PRESSURE TREATED LUMBER - Region #4 (Western).

The resulting MSOA shall permit any Government Department, and any Public Body having delegated its authority to tender to the Public Procurement Agency to order, on an 'as and when required basis', the items listed herein at the prices set against each.

ITT TP#118028903 shall form part of the contract.

PERIOD OF CONTRACT: The preferred bidder will be required to enter into an agreement with Public Procurement Agency for the provision of the Deliverables. The term of the Agreement is to be from date of issue to May 31, 2020, with an option to extend the Agreement, upon mutual consent of both parties, the same pricing, terms and conditions for one (1) additional year.

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VENDOR CONTACT INFORMATION:

Bernie Brittain  
J D IRVING LIMITED o/a KENT BUILDING SUPPLIES  
Phone: (709) 748-3606  
Fax: (709) 748-3572  
brittain.bernie@kent.ca

PPA CONTACT:

Diane Bishop  
Phone: 709-729-3332  
dianebishop@gov.nl.ca

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VOLUME OF WORK AND EXCLUSIVITY OF CONTRACT:

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



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**TRADE AGREEMENTS:**

Bidders should note that procurements falling within the scope of The Canadian Free Trade Agreement (CFTA) and the Atlantic Procurement Agreement are subject to those trade agreements but that the rights and obligations of the parties shall be governed by the specific terms of this ITT. The Atlantic Standard Terms and Conditions apply to this ITT and may be obtained from Public Procurement Agency, or by way of the internet at: [www.ppa.gov.nl.ca](http://www.ppa.gov.nl.ca).

**DISCLOSURE OF INFORMATION:**

The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process. This procurement process is subject to the Access to Information and Protection of Privacy Act, 2015. The bidder agrees that any specific information in its bid that may qualify for an exemption from disclosure under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015 has been identified. If no specific information has been identified it is assumed that, in the opinion of the bidder, there is no specific information that qualifies for an exemption under subsection 39(1) of the Access to Information and Protection of Privacy Act.

**SPECIFICATIONS:**

Line Item # 14-26 must comply with the following specifications:

1. All preservation shall be applied through the use of the pressure impregnation processes by licensed operators as issued by the appropriate authorities. (Governing)
2. All operations associated with treatment shall be carried out in complete accordance with CSA standard 080 - M1983, (or latest version thereof) wood preservation or latest edition thereof and with the American Wood Preserves Association (AWPA) standards. These standards are complementary and may be considered incomplete if read independently.
3. All materials to be pressure treated shall be sound, good quality timbers. Timbers shall be Eastern Hemlock, Western Hemlock or BC Fir. Minimum penetration depth of wood preservative shall be 13 mm, incising will normally be required and minimum retention shall be 6.4 lb/m<sup>3</sup>. All species shall be treated to the required tolerances as outlined in CSA 080-M1983, (or latest version thereof) and the AWPA standards.
4. All pressure treated materials shall be transported, stored, stashed and otherwise handled in a manner so as to avoid damage. The use of cant hooks, peavies, pickaroons and end hooks shall not be permitted on the side surfaces of treated materials.
5. Deliveries of pressure treated materials to the Department of Transportation and Works must be made during the working hours of 8:00 a.m. and 2:00 p.m., local times, Monday to Thursday, except on statutory holidays. Arrangements for the actual delivery must be made with the Department's personnel at each road depot.



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THE DELIVERABLES:

GENERAL PRODUCT/SERVICE REQUIREMENTS

Prices quoted shall be FOB destination to participating Public Bodies, with all transportation charges prepaid by the contractor for deliveries in each region.

Regional boundaries are:

- Region #1 - Avalon
- Region #2 - Eastern
- Region #3 - Central
- Region #4 - Western
- Region #5 - Labrador

This applies to shipments with a minimum order value of \$500.00. Orders that fall below the minimum order value, delivery charges may apply. The vendor shall obtain approval from the public body for shipping charges prior to shipment of the goods.

The vendor shall have deliveries completed to participants within twenty one (21) days upon receipt of each purchase order. Delivery performance shall be monitored for the life of the contract. Public Procurement Agency reserves the right to cancel this award if delinquent deliveries are experienced.

The Department of Transportation and Works has requested that the following TW Depots should FOB Destination to the following local sites (beyond these locations TW would re-distribute using their own equipment):

- White Hills Depot, St. John's
- Bay Robert's Depot
- Clarenville Depot
- Grand Fall's - Windsor Depot
- Deer Lake Depot
- Stephenville Depot
- Plum Point Depot
- L'Anse Au Loup Depot
- Happy Valley - Goose Bay Depot

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.

Orders shall be delivered in full in accordance with dates and delivery location stated on participants purchase order and will only be accepted during the regular business hours of the participating organization.

All items tendered shall meet or exceed the minimum specifications given herein. Failure to comply with any of the terms presented in this document may result in the removal of items from, or cancellation of, any agreement.

Should a backorder occur for any item(s), the supplier shall be responsible for delivering that item(s) at no additional cost to the end user. The end user shall not be required to reorder the backordered item and incur a delivery charge.

If there are delays in shipping, the vendor shall advise the department and keep them up to date with expected shipping dates. The onus is on the vendor to check delivery and notify customers of potential delays or problems prior to the



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expected delivery date. Failure to keep customers informed may result in cancellation of order. Should the order be cancelled the department shall incur no charges or restocking fees.

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

Public Bodies will be responsible for the unloading of ordered material.

All shipments shall be properly packed to avoid breakage or spoilage.

All shipments/deliveries shall state Purchase Order Number.

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 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. Incorrect items supplied will be returned to supplier at NO cost to the Department & NO restocking charge shall be considered. All costs for restocking and transportation shall be the responsibility of the supplier.

SUBSTITUTIONS

During the term of a contract, no product shall be substituted for another without agreement from the Public Procurement Agency. Upon agreement by all parties, items may be substituted by similar products of equal size and cost and quality. All requests to substitute shall be accompanied by full specification, literature or catalogues. 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.



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**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 Public Procurement Agency (i.e. items procured by entities, product usage, delivery, order-fill rates, and backorders). The successful bidder may be requested to provide usage reports on related items not listed on this document for future reference.

**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 agreement issued pursuant to this invitation to tender shall be issued in the name of the vendor exactly as that bidder's personal or corporate name is stated in the tender document. Under no circumstances will an agreement be issued to an individual or corporation other than that named in the tender document. Payment shall only be issued in the name of the vendor as stated in the tender document.

Any government department or Public Body reserves the right to utilize a procurement card (P-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.

**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. The suppliers shall provide only the quantity of an item ordered by the end user, regardless of the manufacturer/supplier's standard packaging.

**PRICES**

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.

Prices quoted shall be FOB destination with all transportation charges prepaid by the contractor for all acquisitions equal to or above minimum order value.

Prices quoted shall be FOB destination with all transportation charges prepaid by the contractor for deliveries to each region, as listed:



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- Region #1 - Avalon
- Region #2 - Eastern
- Region #3 - Central
- Region #4 - Western
- Region #5 - Labrador

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 public body and further understood that the successful supplier (s) will hold the Public Procurement Agency harmless respecting any loss, damage and non-payment resulting from or relating to any order placed with 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. (i.e. 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](mailto: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).

As of December 31, 2016, all payments issued to businesses and individuals shall be direct deposit. The successful bidder is encouraged to register to receive payments by direct deposit if not currently enrolled with the Province.

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](http://www.gov.nl.ca/fin) or call 1-888-729-6199.



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PARTICIPANTS:

All Government Departments

ENTITIES:

Burin Peninsula Regional Service Board  
Eastern Health  
Memorial University (MUN)  
NL English School District (NLESD)  
Pippy Park Commission

MUNICIPALITIES:

City of Mount Pearl  
Baie Verte  
Birchy Bay  
Botwood  
Brighton  
Comfort Cove - Newstead  
Glovertown  
Grand Falls - Windsor  
Paradise  
Point Leamington  
Portugal Cove - St. Philip's  
Spaniard's Bay  
Torbay  
Victoria



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1	2" x 2" x 8', dressed	EACH	3.89		
2	2" x 4" x 8', dressed	EACH	6.16		
3	2" x 4" x 10', dressed	EACH	7.70		
4	2" x 4" x 12', dressed	EACH	9.24		
5	2" x 4" x 14', dressed	EACH	10.78		
6	2" x 6" x 8', dressed	EACH	9.60		
7	2" x 6" x 10', dressed	EACH	12.00		
8	2" x 6" x 12', dressed	EACH	14.40		
9	2" x 6" x 14', dressed	EACH	16.80		
10	2" x 8" x 12', dressed	EACH	20.28		
11	2" x 10" x 12', dressed	EACH	24.96		
12	2" x 10" x 14', dressed	EACH	29.12		
13	2" x 12" x 10', dressed	EACH	28.50		
14	4" x 4" x 8', dressed	EACH	12.40		
15	4" x 4" x 10', dressed	EACH	15.50		
16	4" x 4" x 12', dressed	EACH	18.60		
17	4" x 4" x 14', dressed	EACH	21.70		
18	4" x 4" x 16', dressed	EACH	24.80		
19	5" x 5" x 14', dressed	EACH	78.75		
20	5" x 5" x 16', dressed	EACH	90.00		
21	5/4" x 6" x 12', dressed	EACH	10.32		
22	6" x 6" x 10', dressed	EACH	38.90		
23	6" x 6" x 12', dressed	EACH	46.68		





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24	6" x 6" x 14', dressed	EACH	54.46		
25	6" x 6" x 16', dressed	EACH	62.24		
26	8" x 8" x 22', not dressed	EACH	438.75		

\*\*\*End of Document\*\*\*