

**Solicitation Number: RFP #042821****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Ecopest Inc., 8605 Coronet Road NW, Edmonton, AB T6E4P2 Canada (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Pest Management Services with Related Products from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 18, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for 2.5% multiplied by sales of \$1 - \$10,000, and 5% multiplied by sales above \$10,000, on the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department

instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.



3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:  
\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.



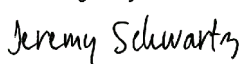
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

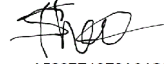
**22. CANCELLATION**

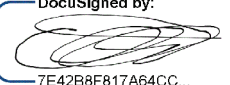
Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Ecopest Inc.

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 6/16/2021 | 2:34 PM CDT

DocuSigned by:  
  
By: A5267E10F2A64C8...  
Sameer Thawer  
Title: Operations Manager  
Date: 6/21/2021 | 9:04 PM CDT

Approved:  
DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 6/21/2021 | 9:10 PM CDT

# RFP 042821 - Pest Management Services with Related Products

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## Vendor Details

Company Name: Ecopest Inc  
8605 Coronet Road NW  
Address: Edmonton, Alberta T6E4P2  
Contact: Sameer Thawer  
Email: sameer@ecopest.ca  
Phone: 780-909-5771  
Fax: 780-944-6910  
HST#: 131302325

## Submission Details

Created On: Wednesday April 07, 2021 10:32:57  
Submitted On: Wednesday April 28, 2021 12:49:23  
Submitted By: Sameer Thawer  
Email: sameer@ecopest.ca  
Transaction #: 0f3ebf0f-ecd8-4943-ae5f-2c2b639e9870  
Submitter's IP Address: 96.53.100.110

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	ECOPEST INC
2	Proposer Address:	8605 CORONET ROAD NW EDMONTON, AB T6E4P2
3	Proposer website address:	WWW.ECOPEST.CA
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	SAMEER THAWER, OPERATIONS MANAGER 8605 CORONET ROAD NW EDMONTON, AB T6E4P2 sameer@ecopest.ca 780-909-5771
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	SAMEER THAWER, OPERATIONS MANAGER 8605 CORONET ROAD NW EDMONTON, AB T6E4P2 780-909-5771 sameer@ecopest.ca
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	AMIN POONJA, PRESIDENT 8605 CORONET ROAD NW EDMONTON, AB T6E4P2 780-203-2646 amin@ecopest.ca

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Ecopest Inc. is the largest independent pest management company in Western Canada. The company has been in business for over 30 years and has over 50 employees together with a fleet of over 30 service vehicles. Ecopest focuses on Integrated Pest Management (IPM) and provides professionals trained to employ innovative and eco-friendly methodology in all aspects of pest control. All of our employees have deep knowledge and experience in various aspects of pest management and business management.
8	What are your company's expectations in the event of an award?	Ecopest to provide Integrated Pest Management (IPM) for Pest Control and associated services to Sourcewell Subscribers
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See attached reference letter from bank and financial statements
10	What is your US market share for the solutions that you are proposing?	0%
11	What is your Canadian market share for the solutions that you are proposing?	Range 6 - 9% of Structural Pest Management Market
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	SERVICE PROVIDER  1. Ecopest has a network of offices in Canada, where technicians (who are direct employees of the company) service clients and provide quality Pest Control Services  2. Ecopest has network of subcontractors in areas where there are no corporate offices
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	LICENSE AND CERTIFICATION REQUIRED TO PERFORM PEST CONTROL SERVICES: - PESTICIDE SERVICE REGISTRATION IN CANADIAN PROVINCES - PESTICIDE APPLICATORS LICENSES PER TECHNICIAN IN A PROVINCE - QUALITYPRO CERTIFICATION - GREENPRO CERTIFICATION
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Certificate of Recognition (COR) - shows that the employer's health and safety management system has been evaluated by a certified auditor and meets provincial standards. These standards are established by Occupational Health and Safety (OHS).</p> <p>QualityPro - sets the standards of excellence for professional pest management companies and their employees through education, training and certification, providing consumers protection and confidence when selecting a nationally accredited company.</p> <p>GreenPro - recognizes pest management companies committed to providing commercial and residential customers with reduced risk, comprehensive and effective pest control services.</p> <p>Consumer Choice Awards - provides a reference point in a clients search for the optimal provider for the services they desire in this case pest control</p>
17	What percentage of your sales are to the governmental sector in the past three years	30%
18	What percentage of your sales are to the education sector in the past three years	25%
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Government of Canada - \$100000</p> <p>Government of Alberta - \$200000</p> <p>City of Calgary - \$175000</p> <p>City of Edmonton - \$150000</p> <p>City of Grande Prairie - \$75000</p> <p>Strathcona County - \$100000</p> <p>Leduc County - \$50000</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>University of Alberta - \$2000000</p> <p>Canadian Forces - \$75000</p> <p>Altalink (Power Distribution) - \$300000</p>

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
University of Alberta	John Benson	780-492-4048
City of Calgary	Keith Vander Wal	403-268-2303
City of Edmonton	Robert. B Kuziw	780-496-6767

**Table 5: Top Five Government or Education Customers**

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
University of Alberta	Education	AB - Alberta	Pest Control Services	10 Year Master Contract	\$2000000
Government of Alberta	Government	AB - Alberta	Pest Control Services	5 Year Master Contract	\$150000
Edmonton Public School Board	Education	AB - Alberta	Pest Control Services	10 Year Master Contract	\$300000
City of Calgary	Government	AB - Alberta	Pest Control Services	5 Year Master Contract	\$300000
Calgary Board of Education	Education	AB - Alberta	Pest Control Services	4 Year Master Contract	\$250000

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	Ecopest employs Customer Service Representatives (inside sales) at their Call Center at the Headquarters that support its network of technicians and sub-contractors across Canada. Ecopest also employs outside sales personnel in various regions it operates.
24	Dealer network or other distribution methods.	Branch Offices in Alberta, British Columbia and Saskatchewan. All other regions of Canada either have a remote office or a network of Subcontractors
25	Service force.	Ecopest employs over 50 Pest Control Technicians including Sub Contractors to service its clients across Canada.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	All calls come into a centralized customer service area (call center). Service calls are dispatched regularly with a usual response and delivery within 24-48 hours. Urgent service calls are attended to with 3-12 hours depending on the location and scope of work.
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	N/A
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have the ability to service all sourcewell participating entities in Canada
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Ecopest does not have any limitations in this matter
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Ecopest would do the following to market the following to market this opportunity to Sourcewell Participating Agencies: 1. Website - Post the Award on our Website to recognize the agency and the partnership with Ecopest 2. Search Engine Optimization (SEO) - As part of the SEO of Ecopest, we would prioritize some keywords around this partnership so as to be visible to the searchers 3. AdWords - in certain geographic locations Ecopest would assign some dollars to promote the partnership of Sourcewell and Ecopest 4. Proposals - Add this partnership opportunity of the Ecopest Proposals that are being sent out so that our network of Clients also get to know sourcewell 5. Brochures - This contract opportunity would be added to our paper marketing materials 6. Social Media - Regularly this award/partnership would be broadcasted on our social media platforms
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Ecopest deploys the following digital and technology platforms: 1. User Friendly Website 2. A robust Search Engine Optimization plan including meta-tag usage 3. Social Media Platforms to promote business and enhance customer loyalty 4. PestPac Software for Customer Campaigns 5. MailChimp for Customer Campaigns 6. Client Portal - through our current CRM clients will have access to portal for reports, trends, communications with Ecopest
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Market and Create Alliances together with other associations like ISNetworld, AVETTA, Complyworks, Canadian Pest Management Association, National Pest Management Association, QualityPro,  Ecopest would include this in all our marketing materials - digital and paper, Sales Proposals, Contract Letters including Client Communications especially with Agencies that will appreciate this partnership/contract opportunity
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Ecopest does not have an e-procurement system but our services are all ordered through the use of different technologies. Ecopest procurement can be done through: 1. Webforms on our Website 2. Phone Calls to our Call Center 3. Emails to our Head Office (service@ecopest.ca) 4. Chat Function on our Website

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Ecopest has extensive pest control experience on the team and has the ability to provide training and knowledge sharing sessions with the Sourcwell participating entities. This training is usually offered at a very nominal cost or sometimes at no cost. The topics included are such as pest biology, treatment methods, pest management best practices, pesticides used, etc.
37	Describe any technological advances that your proposed products or services offer.	Ecopest deploys Handheld devices for all field technicians to complete work order and reduce paper. This enables for efficient reporting including ability to take photos, videos, attach documents/maps. The handhelds also allow for barcoding in pest control equipment for quality control and trending.  Ecopest also has remote sensing device systems for rodent and bird control. This enables for remote monitoring and deployment only if necessary.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<ol style="list-style-type: none"> <li>1. GreenPro - GreenPro recognizes pest management companies committed to providing commercial and residential customers with reduced risk, comprehensive and effective pest control services.</li> <li>2. . Use of Pesticides / Rodenticides - Using an Integrated Pest Management approach, Ecopest strives to use the least amount of Pesticides and Rodenticides. Chemicals are used as last resort.</li> <li>3. Fleet Vehicles (GPS/ Low Emission/Fuel Efficient) - Ecopest purchases a fleet of vehicles that are fuel efficient and low emissions. Most of the fleet is Toyota Tacoma fleet with good fuel consumption and safety rating. GPS systems are also installed on all vehicles to enable tracking of driving behavior and idling.</li> <li>4. Paperless System (PestPac) - All Ecopest technicians have a handheld system which is used to complete their notes after the job completion. All reports and invoices are paperless and distributed electronically</li> <li>5. Locations - Ecopest has introduced at ALL locations various ways to reduce energy by implementing use such as LED Lighting, Smart Sensor, etc.</li> <li>6. Recycling Practices / Waste Management - Ecopest Recycles all paper/ cardboard and has a robust waste management practice including composting.</li> <li>6. Disposal of Containers and Aerosols - Ecopest disposes all chemical and non- chemical containers as per the law appropriately at a certified disposal / eco-stations</li> </ol>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	GreenPro recognizes pest management companies committed to providing commercial and residential customers with reduced risk, comprehensive and effective pest control services.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A
41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<ol style="list-style-type: none"> <li>1. IPM - Integrated Pest Management based solutions</li> <li>2. Green and environmentally friendly solutions and practices</li> <li>3. High Level of Customer Centric Service</li> <li>4. Infrared Technology to inspect for structural gaps for pest entry</li> <li>5. Dog Inspections using bedbug scent for insect detection</li> </ol>



**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Yes
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Ecopest will recommend certain set of preparation and exclusion items that would need to be followed by client for the warranty to be honored.  All treatments will be warranted however other treatments required due to new introductions will be treated separately.  Any equipment placed on site is damaged or is missing, that would not be under warranty and the client would be responsible for that.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	United States - N/A  Warranty will apply in Canada and any deficiency should be reported to Ecopest within 14 to 30 days in writing. The warranty service will be provided upon agreement between participating entity and ecopest that there is an issue that warrants another service. This would be requested through our current channels of communication.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty will be provided by Ecopest for services rendered only and all equipment/supplies will be passed on to the manufacturer facilitated by Ecopest.
47	What are your proposed exchange and return programs and policies?	N/A
48	Describe any service contract options for the items included in your proposal.	Weekly, Bi-Weekly, Monthly, Quarterly, Bi-Annual delivery programs or as deemed necessary

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
49	Describe any performance standards or guarantees that apply to your services	Every treatment or service provided will be subject to a follow-up monitoring and evaluation to ensure proper treatment and client satisfaction. A work order is only closed after these steps are completed.
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Follow-up (F/U) Standards and Guarantees (G): 1. Rodents - 14 Day F/U & 60 Day G 2. Bedbugs - 14 Day F/U & 90 Day G 3. Crawling Insects - 14 Day F/U & 90 Day G 4. Flying Insects - 14 Day F/U & 90 Day G 5. Wasps and Bees - 14 Day F/U & 90 Day G

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
51	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
52	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	All orders are process through the Head Office. The participating agencies will ALWAYS be dealing with Ecopest - no third parties. These orders / Purchase orders are accepted by email, mail, phone and our website. Once contact is made an Ecopest representative will either conduct a site visit or propose a call/web meeting to discuss need, provide proposal and fulfill need.	*
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-Card accepted with no additional costs	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The pricing proposed depends on the nature of the pest, level of infestation, nature of infestation and the type of service that will be required. Attached please see price list with appropriate discounts shown for Sourcewell participating agencies	*
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	15% Discount will be applied to regular priced services	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	A rebate of 2.5% for any business over \$2000 per contract or per job.	*
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	The most commonly used products/equipment are listed in our price list and any other materials needed will be quoted separately	*
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The following fees may not be included in the pricing: Initial Inspection and assessment fees, mileage, training fees for caretakers and facility managers, per diems, hotel and lodging, etc.	*
60	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	In some cases delivery of product to a site would require shipping and freight to be paid by client. Ecopest would evaluate the order, propose cost with shipping and facilitate delivery either through our shipping partners or client partners.	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A	*
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Ecopest has the ability to Virtual Inspections which is unique to our company	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>Self-Service Audit:</p> <ol style="list-style-type: none"> <li>1. Follow-Up on the Service as per proposed timelines</li> <li>2. Quarterly Audits by Supervisors for sites that are regularly being serviced</li> <li>3. Escalation Process for items that require a further evaluation of ineffective treatment</li> </ol> <p>Self-Financial Audit</p> <ol style="list-style-type: none"> <li>1. Align Quotation and Proposal with Sourcwell Pricing</li> <li>2. Making Sure that the Invoices are matching the proposal, offered discounts, guarantees and agreement</li> <li>3. Quarterly Reports/Statements sent to Sourcwell for fee calculations and remittance</li> </ol>
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<ol style="list-style-type: none"> <li>1. Sourewell Participating Entities Feedback using evaluation surveys</li> <li>2. Additional Scope Items being added to the work</li> <li>3. Dollar Value of the overall contract using agencies</li> <li>4. Timely Payments from Entities which demonstrates satisfaction</li> </ol>
66	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Ecopest is proposing the following fee structure</p> <p>\$1 - \$10000 - 2.5% of sales Over \$10000 - 5% of sales</p>

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
67	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Rodent Control:</p> <p>Mice and other rodent treatments include rodenticide baiting application and live trapping as needed. This is done by placement of special tamper-proof bait stations in strategic locations, where the mice would frequent, throughout the buildings. To further control the mice population it is recommended that external bait stations be placed along the foundation on the outside of the building to help control the mouse problem on the external of the building thus reducing entrance into the structure.</p> <p>Regular Monitoring and Treatment Program:</p> <p>Following the initial service, we recommend that regular pest control monitoring program, one-time, monthly or quarterly, be implemented to provide ongoing rodent control. The regular service will include Internal and External monitoring, servicing equipment and re-baiting as necessary.</p> <p>Crawling Insect Control:</p> <p>An initial inspection and identification of the pest and area of infestation is carried out. Once the nature of infestation is determined, appropriate treatment plans are implemented</p> <p>- Cockroaches:</p> <p>An inspection to identify the type of Cockroach and the nature of the infestation is conducted. An IPM strategy will be implemented based on the assessment. Cockroaches are highly transportable pests that easily travel through wall voids and along the plumbing lines from one building unit to another and therefore pest-proofing or some sort of physical barriers maybe suggested. Sanitation and proper cleanliness is essential when dealing with such a pest. A thorough education of the occupants and maintenance staff will be carried out under the auspices of the</p>

management so that a concerted effort can be made to eliminate the cockroach problem. Application of non-chemical and chemical treatments (low impact baits) as required to get infestation under control. Proper site preparation of the treatment areas is very important prior to implementation so that a desired result is achieved and therefore a solid communication plan will accompany every treatment plan.

- Bedbugs:

A thorough and detailed inspection for bedbugs is conducted. Following the completion of the Inspections, if an area was found to be infested with bedbugs, we recommend inspection to all adjoining and surrounding areas; The treatment regimen would consist of a 'targeted heat treatment' to the infested area and preventative residual insecticide sprays to the adjacent areas to contain the spread of the infestation.

Targeted Heat Treatment is a unique process used by Ecopest to control Bedbugs and it involves a combination of targeted heat, vacuums, bedbug traps and a residual insecticide spray. It is well known that bedbug eggs are not affected by any insecticide application and therefore heat is utilized toward areas where the bedbug eggs are noted during the inspection. A residual insecticide spray is applied to the perimeter of premises, furniture and all areas of infestation as well. The residual insecticide spray will also provide an active barrier for any potential bedbugs that may enter the unit.

Non-chemical techniques of heat, bedbug traps and the use of vacuums reduces the use of insecticides

Insecticidal Sprays: This treatment involves application of a residual insecticide spray to the internal perimeter of the adjacent areas to create an active barrier that will kill any bedbugs that enter the unit from the infested units, thereby containing the infestation; this prevents the bedbugs from spreading into other suites.

Bird Control:

An inspection is conducted first for any bird problem as every situation is different and will require its own method or combination of methods. After the assessment, we would provide with a detailed and customized proposal with methods of bird control.

Scope of work for pigeon control includes:

- Bird Trapping:

Bird live traps would be placed strategically on the site to trap birds.

During the service visit, the traps would be filled with food source and water for the pigeons, reset the traps, pick up any birds caught and release them off site (20 km away).

- Avicide Baiting:

In areas where control is hard to achieve, a chemical option may be appropriate. Bait trays are placed strategically across the site, followed by a placement of avicide bait to deter pigeons from congregating on the area. The sites are closely monitored and must be secured.

Bird Exclusion:

Ecopest provides various bird exclusion options depending on the building structure of the area where birds are roosting. The options are outlined below:

- Bird Spiking:

This involves installation of stainless steel spike to deter the birds from roosting and gaining access to the area. The bird spikes are aesthetically pleasing and are hardly visible from a distance. This is a good long-term control program that does not require frequent monitoring.

- Birds Netting:

This involves installation of special UV protected humane bird netting in a safe and secure way to prevent the birds from roosting and nesting in the areas. This will be placed in such a way so that no maintenance is required. The bird netting is specially manufactured, and UV stabilized for long life. It's black, and nearly invisible once installed. It's non-toxic, non-corrosive, non-conductive and easy to clean and has proved the test of time.

68	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Rodent Control:</p> <p>- Hantavirus Clean-up: Mice and their droppings are considered a health hazard as they carry diseases. For this reason, we recommend a specialized clean-up procedure to prevent spread of rodent related viruses such as Hanta Virus</p> <p>Bedbugs Control:</p> <p>- Canine Inspection: A thorough and detailed inspection for bedbugs is conducted. Following the completion of the Inspections, if an area was found to be infested with bedbugs, we recommend inspection to all adjoining and surrounding areas; The treatment regimen would consist of a 'targeted heat treatment' to the infested area and preventative residual insecticide sprays to the adjacent areas to contain the spread of the infestation</p> <p>- Pest Proofing: An inspection of entry points would be carried and a recommendation of sealing would be provided</p> <p>Bird Control:</p> <p>- Pigeon Dropping Clean-Up: Pigeons and their droppings associate with disease and insects and are a health hazard. For this reason, we recommend a specialized clean procedure outlined below:</p> <ul style="list-style-type: none"> <li>•Germicidal and insecticidal spraying to neutralize any viruses in the droppings</li> <li>•Complete clean-up of all pigeon droppings and nesting material which may have accumulated as needed.</li> <li>•All the droppings and associated nesting material will be removed off the site.</li> </ul>
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**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
69	Services, treatments, or applications for the purpose of managing, controlling, mitigating, eradicating, or repelling pests	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ecopest will deploy Integrated Pest Management Practices in the control of pests for our participating agencies.
70	Equipment, devices, products, and supplies related to the delivery of the pest management services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ecopest will supply ethically sourced and high quality products to the client. All products used by Ecopest have some manufactured rating in Canada and all pesticides are registered with the Pest Management Regulatory Agency (PMRA)
71	Services related to pest management	<input checked="" type="radio"/> Yes <input type="radio"/> No	All services are rendered as per IPM guidelines and as per the approved label on the pesticides

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
72	Describe your technician training and certification practices or policies.	Upon hiring a pest control technician, they under-go training for equipment use, on-site training and also in-class training for authorized assistant certificates and licensing. Ecopest has a vigorous on-going in house educational and training program. This is carried out on a regular monthly basis or more often if required. All technicians are licenced to perform pest control applications by Alberta Environment.
73	Describe the safeguards implemented with your products or services for the protection of people and property.	Ecopest focuses on Integrated Pest Management (IPM) by looking at pest proofing, education and alternative strategies while having chemical treatments as a last resort. All chemicals used are approved by Health Canada and safe for use based on the product label. After hours services can be provided to ensure minimum risk to clients or public.
74	Identify humane treatment or relocation practices that apply to your products or services to address protected species and other animals.	Ecopest focuses on Integrated Pest Management (IPM) - all birds and wildlife control employs relocation of the pests after successfully trapping them. Examples: Pigeons, Crows, Ravens, Magpies, Squirrels, Skunks, Chipmunks, etc .

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 75. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**Documents****Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Ecopest inc financial statements.pdf - Wednesday April 28, 2021 12:24:17
  - [Marketing Plan/Samples](#) - Marketing Material.pdf - Wednesday April 28, 2021 12:45:25
  - [WMBE/MBE/SBE or Related Certificates](#) - Licenses and Certificates.pdf - Wednesday April 28, 2021 12:34:58
  - Warranty Information (optional)
  - [Pricing](#) - Sourcewell Price List.pdf - Wednesday April 28, 2021 12:25:43
  - [Upload Additional Document](#) - Microsoft Word - Reference - EcoPest esigned.pdf - Wednesday April 28, 2021 12:24:45

## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sameer Thawer, Operations Manager, Ecopest Inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_2_Pest_Management_RFP_042821</b> Wed April 21 2021 05:06 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_Pest_Management_RFP_042821</b> Wed April 7 2021 06:28 PM	<input checked="" type="checkbox"/>	1