

**MASTER AGREEMENT #012825****CATEGORY: Pest Control Services with Related Products****SUPPLIER: Ecopest Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Ecopest Inc., 8605 Coronet Road NW, Edmonton, AB T6E4P2 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on March 5, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date. 30324-4135
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #012825 to Participating Entities. In Scope solutions include:
- a. Insects;
 - b. Rodents;
 - c. Reptiles;
 - d. Birds;
 - e. Aquatic Species; and
 - f. Other Pests.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier 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 any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **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. Supplier 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.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier 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.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **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.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement

and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be

deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) Grant of License.**a) During the term of this Agreement:**

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

c) Use; Quality Control.

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) Termination. Upon the termination of this Agreement 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) Venue and Governing law between Sourcewell and Supplier Only. The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:

- a) **Commercial General Liability Insurance.** Supplier 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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier 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 Agreement or other insurance applicable to the Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

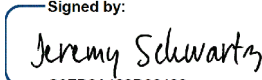
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating

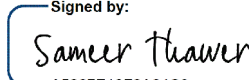
Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Ecopest Inc.

Signed by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 3/19/2025 | 7:17 AM CDT

Signed by:

 By: A5267E10F2A64C8...
 Sameer Thawer
 Title: Operations Manager
 Date: 3/18/2025 | 4:46 PM CDT

RFP 012825 - Pest Control Services with Related Products

Vendor Details

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

Submission Details

Created On: Monday December 23, 2024 12:03:16
Submitted On: Monday January 27, 2025 18:50:57
Submitted By: Sameer Thawer
Email: sameer@ecopest.ca
Transaction #: 8ebde759-3df1-4fc3-bfdc-37ef5a4e18f1
Submitter's IP Address: 96.53.100.110

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Ecopest Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Business Number: 131302325	*
5	Provide your NAICS code applicable to Solutions proposed.	561710 - Exterminating and pest control services	
6	Proposer Physical Address:	8605 Coronet Road NW, Edmonton, AB T6E4P2	*
7	Proposer website address (or addresses):	www.ecopest.ca	*
8	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):	SAMEER THAWER, OPERATIONS MANAGER 8605 CORONET ROAD NW EDMONTON, AB T6E4P2 sameer@ecopest.ca 780-909-5771	*
9	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	*
10	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 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Ecopest Inc. is one of the largest independent pest management company in Canada. The company has been in business for over 33 years and has over 60 employees together with a fleet of over 45 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	*

12	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. Ecopest is the current holder of this contract and has the familiarity of the expectations.	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	See attached reference letter from bank and financial statements	*
14	What is your US market share for the Solutions that you are proposing?	0%	*
15	What is your Canadian market share for the Solutions that you are proposing?	Range 7 - 10% of Structural Pest Management Market	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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 and have solid partner agreements in place to support Sourcewell subscribers	*
18	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 Applicator License for Technicians providing services - QualityPro Certification - GreenPro Certification - QualityPro - Food Safety Service Certification - QualityPro - School Service Certification - HACCP Certification - QualityPro - Public Health - ACE-I Certification - NPMA Pro Certification	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A	*

20	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> <p>Ecopest is also member of several Health and Safety Contractor Management Compliance such as:</p> <ul style="list-style-type: none"> - ISNetwork - Complyworks - Veriforce - Avetta 	*
21	What percentage of your sales are to the governmental sector in the past three years?	30%	*
22	What percentage of your sales are to the education sector in the past three years?	25%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement 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>Strathcona County - \$100000</p> <p>BCNet (Collaborative Purchasing Network for BC's Higher Education Institutions) - \$150000</p> <p>Town of Canmore - \$50000</p> <p>City of Airdrie - \$50000</p>	*
24	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 - \$200000</p> <p>Canadian Forces - \$75000</p> <p>Altalink (Power Distribution) - \$300000</p> <p>University of British Columbia (UBC) - \$150000</p> <p>Civida - \$250000</p> <p>Calgary Housing Company - \$200000</p>	*

Table 2B: References/Testimonials

Line Item 25. 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	*
Town of Innisfil	Nikki Balazs	705-436-3710	*
City of Edmonton	Robert Kuziw	780-496-6767	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcwell 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 *	
26	Sales force.	Ecopest employs over 10 Customer Service Representatives (inside sales) at their Call Center at the Headquarters that support its network of technicians and subcontractors across Canada. Ecopest also employs outside sales personnel in various regions it operates. Ecopest uses the lead Management Module of PestPac for Sales responses	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Ecopest has Branch Offices in Alberta, Saskatchewan and British Columbia, where sales and service force are dispatched from. All other regions of Canada either have a remote office or a network of Subcontractors/Partners	*
28	Service force.	Ecopest employs over 50 Pest Control Technicians to service its clients across Canada. Subcontract Labor is also available to Ecopest through its partners of up to a workforce of 50 technicians	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Service Orders are processed by Customer Service Representatives. When Ecopest receives a service call request, either by Email or Phone, Ecopest will enter the work order in the system for service to be completed. The client will be informed of the date and time of service, based on the work order priority. This process has been tried and tested with Sourcewell Subscribers.	*

30	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.	<p>Ecopest, as the current provider of choice to Sourcewell and our track record of the understanding of clients, prides and values quality customer service, which include communication with the client. Ecopest will provide value to the service to Sourcewell participating entities using the following factors for Customer service:</p> <p>I. Client Centric Approach Ecopest focuses on a customer centric approach combined with Integrated Pest Management to provide long-term solutions to include service implementation, booking, scheduling and reporting work orders with coordination of Quality Assurance.</p> <p>II. Quality Assurance Practices Ecopest is a QualityPro certified company. 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>Ecopest follows the following process to provide quality services:</p> <ul style="list-style-type: none"> • Established Protocols are followed as per the Pest Control Legislation and best practices. These protocols will be customized to certain sites that require that • Ensure Occupational health and Safety guidelines are followed • Checklists are in place to make sure all the affected areas are treated as per best practice protocol • Supervisors are involved in all jobs to make sure treatment protocols are followed • Clients are informed in advance of how to prepare the site for effective control • Treatment reports are provided after each application and any inconsistencies noted. • Follow-Up Visits are booked to verify effectiveness of treatment • If situation is not remedied further treatment is carried out, alternate methods are looked at (exclusion, structural assessments) or other factors are considered such as sanitation and cleanliness. <p>III. Effective Customer Relations & Communications Ecopest has several strategies to address diverse services barriers. The following is a list of factors that lead to barriers faced by clients and our potential solutions.</p> <ul style="list-style-type: none"> • Education: Educating the client on the nature of the treatment and why we do what we do goes a long way in getting compliance. Most clients also want to get rid of the pest issue, however by going the extra mile and explaining to the client as to why they need to prepare the premises in a certain manner to get control of the pest, gets the client to become a partner in the pest control program. Sometimes education must be carried out in the language that they do understand. • Cultural sensitivity or understanding: Ecopest employs technicians from various ethnic backgrounds and where we come across non-compliance issues, we try to get our techs who are familiar with the culture to speak to the head of the household and relay our methods and objectives. This creates a situation where we get assistance rather than pushback. • Sanitation: This is always a tough issue as some units are cluttered. Again, educating the client is the only way but sometimes habits are difficult to change and therefore challenges persist. In such situations we will need assistance from the university maintenance or administration to help educate, get compliance and work closely with us to eradicate the problem. <p>IV. Detailed Reporting: Reporting and follow-up is part of the IPM process. Ecopest has a robust reporting process where the Sourcewell participating entities will receive a detailed electronic report of findings, recommendations, and follow-up dates, including Pictures/Visuals.</p> <p>Response-time Capabilities: Ecopest has the capability and is committing to 1-2 business days response times to provide services requested by the client with the following response times based on priority levels will be adhered to.</p> <ul style="list-style-type: none"> - High Priority - 24 hours (1 Day) - Medium Priority - 5 working Days - Low Priority - 10 working Days <p>Ecopest regular business hours of operations are between 7:30am and 5:30pm on Weekdays. Ecopest is also able to provide services to after regular business hours, in the evenings and through the night for locations that require such timing.</p>	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	N/A - Assuming this is for the United States	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Ecopest has the ability to provide Pest Control products and services to all sourcewell participating entities in Canada. As one of the largest Pest Control providers in the country we are confident to be able to do this	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Ecopest does not have any limitations in this matter	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Ecopest would do the following to market the following to market this opportunity to Sourcewell Participating Agencies:</p> <ol style="list-style-type: none"> 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 Canoe procurement with 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 and Canoe procurement 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 7. Tradeshows - Participate in Tradeshows to promote this opportunity. 8. Work with Canoe Procurement Network of staff and client relations manager to promote opportunity. 	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Ecopest deploys the following digital and technology platforms:</p> <ol style="list-style-type: none"> 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 	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Market and Create Alliances together with other associations like ISNetworld, AVETTA, Complyworks, Canadian Pest Management Association, National Pest Management Association, QualityPro</p> <p>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. Posters and Signs at Tradeshows will be added to the booth</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>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:</p> <ol style="list-style-type: none"> 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 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell 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 Sourcewell 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. Ecopest has a full training module on this.	*
42	Describe any technological advances that your proposed Solutions offer.	<p>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.</p> <p>Ecopest also has remote sensing device systems for rodent and bird control. This enables for remote monitoring and deployment only if necessary.</p> <p>Ecopest is in the process of deploying AI based Pest Identification tools, Customer Interaction Tools and Robust Reporting tools.</p>	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Ecopest has partnered with a Pest Secondary Institution to work with their students for the class to implement Carbon Accounting to understand Ecopest Carbon Footprint and how to achieve lower carbon emissions.</p> <ol style="list-style-type: none"> 1. GreenPro - GreenPro recognizes pest management companies committed to providing commercial and residential customers with reduced risk, comprehensive and effective pest control services. 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. 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. 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 5. Locations - Ecopest has introduced at ALL locations various ways to reduce energy by implementing use such as LED Lighting, Smart Sensor, etc. 6. Recycling Practices / Waste Management - Ecopest Recycles all paper/ cardboard and has a robust waste management practice including composting. 7. Disposal of Containers and Aerosols - Ecopest disposes all chemical and non- chemical containers as per the law appropriately at a certified disposal / eco-stations 	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Ecopest is GreenPro Certified, that recognizes pest management companies committed to providing commercial and residential customers with reduced risk, comprehensive and effective pest control services.</p> <p>Ecopest is a QualityPro Food Certified Pest Management Company, a certification designed to equip accredited companies with additional resources, testing and training to demonstrate their commitment to excellence in servicing food plant and processing facilities</p> <p>Ecopest is also QualityPro School Service Certified, where accredited companies are qualified and equipped to provide a comprehensive service in a sensitive environment.</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<ol style="list-style-type: none"> 1. IPM - Integrated Pest Management based solutions 2. Green and environmentally friendly solutions and practices 3. High Level of Customer Centric Service 4. Infrared Technology to inspect for structural gaps for pest entry 5. Dog Inspections using bedbug scent for insect detection 6. AI for Pest Identification and Robust Precise Reporting 	*

46	What eco-friendly products and methods do you use for pest control and describe how those methods minimize the impact of pest control treatments on the environment?	<p>Ecopest is committed to the principles of IPM (integrated pest management) and will endeavour to use eco-friendly products and methodologies alternate to pesticides wherever possible.</p> <p>Ecopest uses the following Eco-Friendly methodologies in Pest Control</p> <ul style="list-style-type: none"> • Target Heat i.e. hot dry steam • Heat Application • Heat Chamber • Vacuuming of bugs • Fogging application • Foaming application • Exclusion – Insect, Rodent and Bird Proofing • Apprehend
47	Describe any integrated pest management (IPM) strategies your solutions offer.	<p>Ecopest focuses on Integrated Pest Management (IPM) by looking at pest proofing, education and alternative strategies while having chemical treatments as a last resort. Ecopest also deploys humane pest control methods for all pests.</p> <p>The table attached in additional documents outlines Ecopest IPM Strategy and Treatment Methodology for each pest.</p>
48	Describe any certifications or endorsements your company and/or technicians hold that highlight your commitment to eco-friendly pest control practices.	<p>As a GreenPro certified company, Ecopest 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.</p>
49	Describe how your pest management practices comply with local and national regulations.	<p>Ecopest' pest management practices are designed to comply with both local and national regulations, ensuring safety, effectiveness, and environmental sustainability. Here are some key aspects:</p> <p>Integrated Pest Management (IPM): We follow the principles of IPM, to provide eco-friendly methodology in all aspects of pest control services so that we can achieve optimal control with minimal environmental impact.</p> <p>Local Regulations: We adhere to the municipal and provincial Pesticide management regulations to ensure that pesticides are safely transported, sold, stored, handled, applied and disposed.</p> <p>National Standards: We comply with federal regulations such as those outlined in the PCP Act, administered by Health Canada's Pest Management Regulatory Agency (PMRA), who regulate pesticides to ensure they pose minimal risk to human health and the environment.</p> <p>Documentation and Reporting: We maintain detailed records of our pest management activities, including the pesticides used and the methods of application, to ensure transparency and compliance with regulatory requirements.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Ecopest is a Minority Owned business, currently in the process of obtaining certification. However, As an inclusive employment practice, Ecopest prides in hiring diverse cultures and backgrounds of employees, including women, people with disabilities, minority groups, etc. 40% of Ecopest' workforce is Women.	*
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Certification in-progress	*
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Payment Terms - Net 30 Payment Methods: - Credit card Payment - Electronic Funds Transfer - Cheque	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Ecopest uses the following transaction documents: - Service Orders - Service Level Agreements - Invoices - Purchase Orders	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	P-Card accepted with no additional costs	*

63	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 type of Structure/Building, 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	*
64	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	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	A rebate of 2.5% for any business over \$20000 per contract or per job.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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	*
67	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.	*
68	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.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Ecopest' unique delivery method is that it has the ability to do Virtual Inspections.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Self-Service Audit: 1. Follow-Up on the Service as per proposed timelines 2. Quarterly Audits by Supervisors for sites that are regularly being serviced 3. Escalation Process for items that require a further evaluation of ineffective treatment Self-Financial Audit 1. Align Quotation and Proposal with Sourcewell Pricing 2. Making Sure that the Invoices are matching the proposal, offered discounts, guarantees and agreement	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	1. Sourcewell Participating Entities Feedback using evaluation surveys 2. Additional Scope Items being added to the work 3. Dollar Value of the overall contract using agencies 4. Timely Payments from Entities which demonstrates satisfaction	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Ecopest is proposing the following fee structure \$1 - \$10000 - 2.5% of sales Over \$10000 - 5% of sales	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	See attached price list in the document section	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Rodent Control: Mice/Rat 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 mice/rats would frequent, throughout the buildings. To further control the rodent 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: 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: 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 - Cockroaches: 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 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.</p> <p>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.</p> <p>Non-chemical techniques of heat, bedbug traps and the use of vacuums reduces the use of insecticides</p> <p>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.</p> <p>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.</p>	*

		<p>Scope of work for pigeon control includes:</p> <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • 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.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Rodent Control:</p> <ul style="list-style-type: none"> - 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 Bedbugs Control: - 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 - Pest Proofing: An inspection of entry points would be carried and a recommendation of sealing would be provided Bird Control: - 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: <ul style="list-style-type: none"> •Germicidal and insecticidal spraying to neutralize any viruses in the droppings •Complete clean-up of all pigeon droppings and nesting material which may have accumulated as needed. •All the droppings and associated nesting material will be removed off the site.

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
76	Insects	<input checked="" type="radio"/> Yes <input type="radio"/> No	Crawling and Winged Insect control program: includes inspections, insecticide spray and/or bait treatments and placement of insect monitors. Insects include but not limited to: Cockroaches, Ants, Bedbugs, Sowbugs, Silverfish, Beetles, Wasps, Flies, etc.	*
77	Rodents	<input checked="" type="radio"/> Yes <input type="radio"/> No	Rodent control program: includes rodenticide baiting, hanta virus clean-ups and rodent proofing (Interior and Exterior) Rodents include but not limited to: Mice, Rats, Voles, etc	*
78	Reptiles	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
79	Birds	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bird control program: includes trapping, avicide baiting, bird dropping and nesting material clean-ups and Bird exclusion – spiking or netting Applicable permits would be obtained to address protected birds such as Geese, etc.	*
80	Aquatic Species	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
81	Other Pests	<input checked="" type="radio"/> Yes <input type="radio"/> No	Other Pests to include: - Arachnids - Bats - Squirrels - Skunks - Racoons	

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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 Sourcwell 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 Sourcwell.

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."

- [Pricing](#) - Price List.xlsx - Monday January 27, 2025 18:14:43
- [Financial Strength and Stability](#) - Financial Strength & Stability.pdf - Monday January 27, 2025 17:59:18
- [Marketing Plan/Samples](#) - Brochure General Services.pdf - Monday January 27, 2025 18:40:38
- [WMBE/MBE/SBE or Related Certificates](#) - Licenses and Certificates.pdf - Monday January 27, 2025 18:10:08
- [Standard Transaction Document Samples](#) - Transaction Document Sample.pdf - Monday January 27, 2025 18:38:52
- Requested Exceptions (optional)
- [Upload Additional Document](#) - IPM Methodologies.pdf - Monday January 27, 2025 17:59:28

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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 obligations contemplated in the solicitation proposal.

☒ 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
Addendum 2 Pest Control Services RFP 012825 Wed January 22 2025 07:46 AM	<input checked="" type="checkbox"/>	2
Addendum 1 Pest Control Services RFP 012825 Tue December 10 2024 10:57 AM	<input checked="" type="checkbox"/>	1