

Rural Municipality of Eastern Kings



RFP # 2025-01  
“2025 Municipal Biting Fly Program”

**Closing Date:**

**Friday, February 21, 2025 at 12 Noon AT**

**Address:**

Rural Municipality of Eastern Kings  
85 Munns Road, Rte. 301  
Kingsboro, PE C0A 2B0

Attn: Sonya Martin, Chief Administrative Officer  
Phone: 902-357-2894  
Email: [cao.rmek@gmail.com](mailto:cao.rmek@gmail.com)  
Website: [www.easternkingspei.ca](http://www.easternkingspei.ca)

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## **1. INTRODUCTION**

The Rural Municipality of Eastern Kings (RMEK) is inviting RFP submissions from businesses that have specific expertise and best practices in applying applications of biological larvicide in the treatment of black flies and mosquitos during their respective active periods; holding a commercial license for pesticides as per the *Pesticides Control Act*. The RMEK Biting Fly Program is an annual program which has run for the last 20+ years. This is a seasonal contract that covers the period from April to the end of August.

This RFP creates no obligation on the part of RMEK to award the contract or to reimburse proponents for proposal preparation expenses. RMEK reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this request, and to negotiate in any manner necessary to best serve the interest of RMEK. The decision on which RFP best satisfies the needs of RMEK rests solely with RMEK and any decision is not open to appeal. Submissions will not be evaluated if the proponent's current or past corporate or other interests may, in RMEK's opinion, give rise to a conflict in connection with this project. RMEK specifically reserves the right to reject all RFPs if none is considered to be satisfactory and, in that event, at its option, to call for additional RFPs. No term or condition shall be implied, based upon any industry or trade practice or custom, any practice or policy of RMEK or otherwise, which is inconsistent or conflicts with the provisions contained in these conditions.

## **2. OVERVIEW**

### **2.1 Request for Proposal (RFP) Contact:**

For the purposes of the Request for Proposal ("RFP") process, the RFP contact shall be:

Sonya Martin, Chief Administrative Officer  
Phone: 902-357-2894  
Email: [cao.rmek@gmail.com](mailto:cao.rmek@gmail.com)

All inquiries concerning this RFP must be submitted no more than ten (10) working days prior to the closing date. All inquiries are to be directed to the Chief Administrative Officer ("CAO").

### **2.2 Proposed Scope of Work:**

The 2025 Municipal Biting Fly Program will commence on Tuesday, April 01, 2025 and continue until Friday, August 29, 2025.

The Proponent will conduct all operational and managerial requirements in carrying out the Biting Fly Program including but not limited to:

#### **Control Operations**

- Purchase all Bacterial Larvicide ("product") and deal directly with the Supplier;
- Administer all applications of product in the treatment of black flies and mosquitos for treatment areas and monitor sites as per the "Biting Fly Training Manual", within the boundaries of the Rural Municipality of Eastern Kings;
- Record all locations by GPS;
- Obtain permission to enter properties from landowners for access and treatment of sites;
- Hold a commercial license for pesticides as per the *Pesticides Control Act*;

Collection and Identification

- Collect species of mosquitos for identification and identify where possible;
- Provide mosquito samples to the CAO on a weekly basis;
- Identify all wetlands and natural areas.

Reporting

- Report to and coordinate with the CAO on a weekly basis pursuant to section 93(1) of the *Municipal Government Act*;
- Submit weekly technical reports that include treatment logs, photos, GPS points at locations, detailed observations on applications, access issues, path clearing and other items of interest;
- Submit a monthly written report to be presented to Council each month for the duration of the program [Council Meeting Dates: April 8, May 13, June 10, July 8, & August 12, at 6:15 p.m.];
- Submit a Municipal 2025 Fly Program Summary Report & Recommendations to Council, to be received prior to the completion date of August 29, 2025;

**2.3 Proposed Schedule:**

Issuance of RFP	January 23 <sup>rd</sup> , 2025
Deadline for Inquiries	January 30 <sup>th</sup> , 2025
RFP Closing Date	February 21 <sup>st</sup> , 2025 at 12 Noon (Friday)
Dates for Opening of Proposals for Evaluation	February 21 <sup>st</sup> , 25 <sup>th</sup> , 27 <sup>th</sup> , 2025
Approval of RFP by Resolution & Awarding of Contract	March 20 <sup>th</sup> , 2025 at a Regular Meeting of Council.

RMEK will make every attempt to meet this proposed schedule but reserves the right to modify dates at its sole discretion.

**3. TERMS AND CONDITIONS**

**3.1 Contract Terms:**

The Proponent will be responsible to provide proof of the following:

- Proof of legal right to operate as a business in Canada – Business # (BN)
- Valid Commercial License to apply “pesticides” as per the *Pesticides Control Act*
- Valid Class B Applicators Certifications
- All Valid Permit(s) - locations for treatments in Eastern Kings Boundary to be provided by RMEK
- Valid “Pesticide Use Permit” – Biting Fly (Pending approved application by the Province)
- Valid First Aide Certification - at least one, per team
- Valid Drivers License(s)
- Proof of Equipment Safety Training, where applicable
- Valid certificates of insurance as proof of coverage

**3.2 Payment Schedule:**

Upon award of the RFP and signing of the Rural Municipality of Eastern Kings–Contractor Agreement (the “Agreement”) the payment schedule will commence as follows provided that the stipulated conditions have been met:

April 01, 2025 (start of Program)	<b>30%</b>
June 13, 2025 (Program midpoint)	<b>30%</b> All weekly technical reports, photos, and treatment logs, monthly presentations to council and all other paperwork shall be completed and submitted to RMEK’s satisfaction.
August 29, 2025 (end of Program)	<b>40%</b> All weekly technical reports, photos, and treatment logs, monthly presentations to council and all other paperwork shall be completed and submitted to RMEK’s satisfaction.  The Final 2025 Municipal Biting Fly Program Summary Report & recommendations to Council shall be submitted prior to final payment.

All invoicing must show Harmonized Sales Tax (“HST”) where applicable.

**3.3 Product Requirements:**

The Proponent shall use Vectobac [Reg. No. 21062] in granular and liquid 1200L forms exclusively as the Product for the term of the Program.

If Vectobac [Reg. No. 21062] in granular and liquid 1200L forms are unavailable for use by the Proponent due to discontinuation, unavailability or any other reasonable explanation approved by RMEK, My-Crobe-xt. [Reg. No. 34633] 10L, shall be used as a substitute.

The Proponent shall contact a “Supplier” of the products listed. For inquiries on the listed products, Proponent will deal directly with the Supplier.

**3.4 Program and Environmental Requirements:**

The Proponent shall be responsible for conducting the Program in a manner that respects and minimizes harm to the treatment areas and environment including but not limited to the following undertakings:

- (a) identifying wetlands and natural areas
- (b) completing and submitting the “Provincial Biting Fly Application Permit Reporting Form”
- (c) refraining from fogging or spraying with Pyrethrin or other pesticides (Dragnet or Permup) in wetlands and natural areas;
- (d) refraining from driving motorized vehicles in wetlands or natural areas;
- (e) refraining from treating the Basin Head Marine Protected Area (MPA) overseen by the Department of Fisheries and Oceans (DFO);

The Proponent shall adhere to legislation, regulations and bylaws pertaining to the protection of the environment including but not limited to the *Provincial Water Course and Wetland Protection Regulations* and section 35 of the *Pesticide Control Act General Regulations*.

The Proponent shall be responsible for any and all fines incurred from the contravention of any legislation or municipal bylaw, including but not limited to the following:

- (a) driving motorized vehicles in wetlands or natural areas;
- (b) making applications that are not on the permit;
- (c) not obtaining permission to cross properties;
- (d) fogging or spraying with Pyrethrin or other pesticides (including but not limited to Dragnet or Permup) in wetlands and natural areas;
- (e) treating the Basin Head Marine Protected Area (MPA) overseen by the Department of Fisheries and Oceans (DFO);

### **3.5 Environmental Responsibility:**

Proponents shall take responsibility to reduce the environmental impact of their products and services as well as their overall operations or regular business practices. Proponents must not be in violation of any national or provincial environmental regulations. Proponents should be adopting responsible measures to mitigate negative environment impacts.

### **3.6 Insurance and Indemnification:**

The Proponent will be responsible to, without limiting its obligations or liabilities herein, and at its own expense, hold and maintain in force commercial general liability insurance and automobile liability insurance, which policy will include contractual liability coverage insuring the activities of the Proponent. The Proponent shall forward to the Municipality a certificate verifying such insurance.

The Proponent shall indemnify and hold harmless RMEK, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of work (herein called the "claims"), provided that any such claim is caused in whole or in part of any act, error or omission, including but not limited to those of negligence of the Proponent, or anyone directly or indirectly employed by the Proponent or anyone for whom the Proponent is legally responsible.

### **3.7 Confidentiality and Freedom of Information:**

A Proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by RMEK. The confidentiality of such information will be maintained by RMEK except as otherwise required by law. All submissions will be subject to the *Freedom of Information and Protection of Privacy Act*. You will be consulted prior to the release of any information.

### **3.8 Conflict of Interest:**

Proponents are required to identify any financial transactions, activities, or relationships that may be viewed as a potential conflict of interest and disclose them to RMEK in a letter attached to their proposal. Any conflicts or potential conflicts of interest identified will be considered and evaluated by RMEK. RMEK has the sole discretion to take any steps deemed necessary to resolve the conflict.

### **3.9 No Contractual Obligations or Claims for Compensation:**

By issuing this RFP, RMEK is not seeking binding offers and no contractual obligations whatsoever shall arise between RMEK and any Proponent, including as a result of the issuance of this RFP or the submission

of a proposal, unless RMEK and a Proponent execute and deliver a written contract for the provision of the services contemplated under this RFP.

Without in any way limiting the foregoing, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a proposal, each proponent shall be deemed to have agreed that it has no claim.

### **3.10 Evaluation of Proposals:**

Proposals will be opened by the CAO and at least one or more members of Council on one the following dates February 21st, 25th or 27th, 2025. Proposals will be evaluated with recommendations forwarded to Council for final approval March 20, 2025.

Each RFP and all information, materials and products included in a RFP submitted for the “2025 Municipal Biting Fly Program” shall be the sole property of RMEK. RMEK will not disseminate the submissions except for the award of the successful RFP. No announcements concerning the award of this RFP will be made until the Municipal Council has approved the RFP.

#### Evaluation Criteria

The criteria and conditions set out in this RFP and the actual cost of the RFP will be used in the evaluation and consequent awarding of this RFP. RMEK reserves the right to prioritize and weigh the importance of each criterion confidentially. The specified submissions shall be properly completed and be submitted by the deadline in order to qualify as a valid proposal.

### **3.11 Acceptance and Rejection of Proposals:**

This RFP shall not be construed as an agreement to purchase goods or services. The lowest or any RFP shall not necessarily be accepted. RMEK reserves the right to accept or reject any or all bids.

Though RMEK fully intends at this time to proceed through the RFP, RMEK is under no obligation to proceed with the purchase, or any other stage. The receipt by RMEK of any information (including any submissions, ideas, plans, drawings, models, or other materials communicated or exhibited by any intended proponent, or on its behalf) shall not impose any obligations on RMEK. There is no guarantee by RMEK, its officers, employees or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with RMEK.

## **4. INSTRUCTIONS AND INFORMATION FOR SUBMISSIONS**

### **4.1 Background Resources:**

To assist in the preparation of a RFP, proponents may access the following documents:

- RMEK Municipal Land Use Maps – website: <https://www.easternkingspei.ca/maps/>
- Provincial Agriculture Maps – website: <https://peigov.maps.arcgis.com> (login required)
- “Biting Fly Training Manual”, developed by the Atlantic Canada Pesticide Applicator Training Manual Series, available by email request to RMEK’s CAO.

**4.2 Closing Date and Address:**

**Proposals are to be submitted, NO LATER THAN 12 NOON (AST) on Friday, February 21, 2025 to:**

Rural Municipality of Eastern Kings  
85 Munns Road, Rte. 301, Kingsboro, PE C0A 2B0  
Attn: Sonya Martin, CAO  
Reference: "2025 Municipal Biting Fly Program"

Any Proposals received after the Closing Date will be marked late. Late Proposals will not be considered or evaluated by RMEK.

**4.3 Submission Requirements:**

Proponents are required to provide the following information:

- (a) The Proponent's contact information
- (b) Description of the Contractor and/or team's expertise and qualifications.
- (c) Proposed work program and schedule of key tasks, deliverables, and budget.
- (d) Total fee for service including taxes, travel expenses and other disbursements (All proposed pricing must include the Harmonized Sales Tax (HST) where applicable).
- (e) Proponents shall submit two (2) hard copies of their RFP, sealed and clearly marked with the name of the project; an electronic copy (PDF) should also be provided.
- (f) Proposals shall be submitted, by mail or in person in one clearly marked envelope containing the details of the RFP and the actual cost of the RFP.

If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail.

**4.4 Proponent's Costs:**

All expenses incurred in the preparation of a response to this RFP, including travel, shall be at the sole expense of the Proponent and without cost to RMEK.

**4.5 Inquiries:**

It is the Proponent's responsibility to clarify any details in question before submitting an RFP. RMEK will assume no responsibility for oral instruction or suggestion and is not responsible for any misunderstanding of the RFP on the part of the Proponent. All questions or additional information in writing by email to the RFP Contact on or before the Deadline for Inquiries.

**4.6 Amendment or Withdrawal of Proposals:**

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location below. Any amendment must clearly indicate which part of the proposal the amendment is intended to amend or replace. Any amendments received after the Submission Deadline will not be accepted. Any amendment must be signed by the person who signed the original proposal submission, or a person authorized to sign on his or her behalf.

At any time throughout the RFP process until the execution of the Agreement, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The Municipality is under no obligation to return withdrawn proposals.

**4.7 Rural Municipality of Eastern Kings–Contractor Agreement:**

The successful Proponent will be invited to enter into an Agreement with RMEK for the provision of the “2025 Municipal Biting Fly Program”. The Agreement will be based on this RFP.

No Proponent will acquire any legal or equitable rights or privileges relative to the services until the preferred Proponent and RMEK have both executed a written Agreement.

In the event of any inconsistency between this RFP and the ensuing contract, the Agreement shall govern.