



REQUEST FOR PROPOSALS (RFP)
For
Biological Control of Biting Flies

RFP Number: TLC-23-24
Date Issued: October 28, 2024
Closing Date: November 20, 2024

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1.0 Introduction

1.1 RFP Overview

The Town of Labrador City is requesting responses to the Request for Proposals (RFP) to select a firm who will undertake the provision of complete services for the biological control of biting flies in the Town of Labrador City, the Town of Wabush (and golf course). Through the RFP process, the Town hopes to identify a Firm with the appropriate skills, experience and capacity to successfully carry out the scope of services detailed herein.

Labrador City is a town located in western Labrador, 545 km from Happy Valley-Goose Bay, in the province of Newfoundland and Labrador on Canada's east coast. Labrador City is approximately 39 square kms.

The Town of Labrador City coordinates an annual biological control of biting flies' program to reduce the presence of Black Flies and Mosquitoes.

The Program consists of the following primary tasks:

- monitoring of environmental conditions, including water levels and precipitation,
- extensive on-the-ground monitoring of mosquito larvae development,
- ground and aerial treatments
- follow-up field monitoring of treatment effectiveness and conducting re-treatments, if necessary,
- responding to all public inquiries top biting Fly-related complaints,
- establishing relationships with the Town and Local Industries to access non-public lands.
- adult biting fly abundance sampling,
- conducting public education and awareness, and data collecting, mapping, permitting, and reporting.

2.0 Objectives

2.1 Objective

The primary objective of the Biological Control of Biting Flies for Labrador City, Wabush and Tamarack Golf Course is to utilize methods to provide biological control in an effective, efficient, safe, responsible, and environmentally sensitive manner. The program utilized for the black fly and mosquito control must allow, in a normal situation, the reduction of nuisance of about 90%.

2.2 Scope of Services

The preferred Proponent will be required to provide a full range of services relating to the delivery of a successful program for the biological control of biting flies for the period commencing with the end of May, or earlier if the breeding sites are ready and end on or about August 15th, providing protection until September 1st, 2025. The same dates shall apply for every renewal year.

The preferred Proponent's role will be to provide all management and operational aspects of the Program including but not limited to the following:

2.3 Planning:

- Obtain Pesticide Operators License from the Province of Newfoundland & Labrador
- Obtain authorization from the Provincial Water Management Division for pesticide application near public water supply areas
- Obtain permission from Province of Newfoundland & Labrador to undertake biological biting insect control within the boundary of the Duley Lake Provincial Park.
- The hiring of locally available personnel is favoured when possible. Assign fully trained supervision and field technicians and resources for the program who are certification for pesticide application.
- Provide ground and aerial equipment and vehicles.
- Have in stock quantities of biological larvicide required for the entire program.
- Surveillance of climatic factors in relation to the prediction of yearly biting fly activity.
- Pre-start meeting upon arrival to Labrador City
- Launch of larval monitoring activities in May
- Ensure Pesticide storage follows the requirements of the Pesticide Operator license.
- Launch of treatment operations triggered by larval surveillance results

- Conduct Nuisance tests Results inside and outside the treatment zones to verify the effectiveness of the program.
- Produce a final report to the Town of Labrador City upon completion of the yearly program.

2.4 Monitoring:

Mosquito: The monitoring of development sites typically start at approximately mid to late May depending on the conditions. Development sites can be peat bogs, flooded forests, swamps, ruts, overflowing streams or ditches. These areas should be monitored weekly and perform treatments when required.

Black Fly: The firm should assess the development of black fly larvae upon arrival. Normally mid to late May depending on conditions. Black fly larvae develop in clean, well oxygenated flowing water.

2.5 Control Operations:

Managing and conducting treatments on the ground or aurally as per the standards, thresholds, and expectations as outlined within the Town of Labrador City biological control of biting flies program.

2.6 Treatments

Providing comprehensive records on all pre and post treatment monitoring activities, actual treatments conducted.

Mosquito: Treatments typically take place at the end of May to early June depending on conditions for that year.

Black Fly: Application of larvicides is by aircraft, boat or by ground. The application method for larvicides depends on the type of vegetation and accessibility of sites. See below an example of the range of dates for the start of the program.

2.7 Post Treatment Monitoring

Mosquito: Post-monitoring of sites for effectiveness conducted 24-48 hours after treatment. The nuisance caused by mosquitoes typically begins between the first and the third week of June.

Black Fly: A visit, 24-48 hours after the treatment, to evaluate the effectiveness of the treatment and to apply corrective measures if necessary. The nuisance caused by black flies typically starts in the first or second week of June.

2.8 Mapping and Reporting

- Produce maps and data for the Town of Labrador City staff when required.
- Provide all required reporting and permitting to regulatory bodies
- Provide informal mid-season reports and formal annual operations reports to the Town of Labrador City
- Provide recommendations for Program improvements
- Be available throughout the fly control season to update, provide information to, and work with Town of Labrador City staff as required

2.9 Public Relations

- Providing presentations to the Town of Labrador City upon request
- Provide updates or information to residents upon request.

3.0 Timeline

The proposed deadlines for key aspects of this RFP are as follows (as may be amended by The Town of Labrador City at its discretion):

Item	Description	Date
1	Questions/Comments	November 13,2024
2	Proposal Submission	November 20, 2024

4.0 INSTRUCTIONS AND INFORMATION FOR PROPONENTS

4.1 Closing Date and Location

Proposals must be received by 3:00PM (local Labrador City time)
November 20, 2024 at the following address:

Town of Labrador City
P.O. Box 280, 317 Hudson Drive
Labrador City, A2V 2K5
Email: cashier@labradorcity.ca

The time for Closing will be conclusively deemed to be the time shown on the clock used by the Town of Labrador City for this purpose.

4.2 Form of Proposal Submissions

Proponents are required to submit their proposal ("Proposal") in digital form or hard copy (sealed envelope) Address above or via email to cashier@labradorcity.ca. The RFP number and title must be clearly shown on the envelope or in the email subject line.

Faxed will not be considered. It is the responsibility of the Proponent to ensure that the Proposal has been received by the Town of Labrador City.

4.3 Submission Requirements

Proponents must include in their Proposals the following:

- (i) A complete Proposal including all information as specified within Schedule A: Format of Proposal. It must contain sufficient detail to allow the Town of Labrador City to determine the Proponent's understanding of Program requirements, their experience and knowledge, details of the Proponent's team, proposed work plan, and costs for the Proponents provision of the Services in Canadian Dollars.
- (ii) Completed and signed Schedule C: Summary of Proposal.

4.4 Mandatory Requirements

The Firm must have a Pesticide Operator License permit for Aerial Mosquito & Black Fly from the Newfoundland and Labrador Department of the Environment

The successful firm must agree to enter into a contract with the Town of Labrador City and the Town of Wabush for the year 2025 with the option to renew in years 2026, 2027, 2028 and 2029.

The Firm demonstrates that all employees shall be fully covered within Worker's Compensation Regulations and the Firm shall furnish to the Town satisfactory proof that its employees are fully covered under the Worker's Compensation Act and Regulations.

The Firm agrees to provide the Town prior to performing work with confirmation of full insurance coverage including, without limiting the generality of the foregoing, Comprehensive General Liability Insurance and automobile policies of at least two million dollars (\$2,000,000)

- (a) an endorsement certifying that the Clients (Town of Labrador City and Town of Wabush) are included as additional insured.
- (b) an endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to expire without thirty (30) days advance written notice to the Clients.

4.5 Enquiries

All enquiries and notices related to this RFP, including any requests for information and clarification, are to be directed in writing to the contact person indicated below.

Contact Person: Peter Boland, PTech
Superintendent of Infrastructure & Public Works

Email: superintendent@labradorcity.ca

Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the Town of Labrador City. Clarifications, comments, revisions or any other information regarding this RFP obtained by a Proponent from any source other than from the Contact Person is not authorized and should not be relied upon.

5.0 TERMS AND CONDITIONS OF RFP

5.1 General

The terms and conditions in this section will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms and conditions contained herein and included in any addenda issued by the Town of Labrador City for this RFP. Proposals that contain provisos which contradict or alter any of the terms and conditions of this RFP will be disregarded and deemed to have not been written in the Proposal.

5.2 Proposal Validity

Proposals will be open for acceptance by the Town of Labrador City for a period of 90 days after the date of Closing.

5.3 Addendum

The Town may, at any time prior to the closing date and time, issue additional information, clarifications or modifications to the RFP by written addenda. It is the Proponents sole responsibility to ensure they have received all addenda prior to submitting their Proposal.

5.4 Evaluation and Selection Method

The evaluation of the RFP will be conducted by a committee formed by the Town of Labrador City and may include, at the Town of Labrador City's sole discretion, consultants. Proposals will be evaluated based on the overall best value to the Town of Labrador City based on quality, service, past performance, price and any other criteria set out herein including, but not limited to:

Proposals will be evaluated in accordance with the following:

Evaluation Criteria	Points
Part A	
Company Profile and Industry Experience	/10
Experience with conducting biting fly control programs of comparable size, and approach.	/10

Demonstrated understanding of the Town of Labrador City’s Biting Fly Control Program, local biting fly habitat conditions, and Program objectives.	/10
Corporate Experience and Staff Qualifications	/10
Methodology	/10
References	/10
Completeness and clarity of the proposal.	/5
Schedule	/5
Part B	
Cost – Shown separately in Schedule C: Summary of Proposal	/30
Total	/100

5.5 Acceptance and Rejection of Proposals

This RFP shall not be construed as an agreement to purchase goods or services. The Town of Labrador City is not obligated to enter into an Agreement with the Proponent who submits the lowest priced Proposal or with any Proponent.

5.6 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete Proposals received and marked by the Closing time will be considered to have been received on time. Late proposals will not be considered or evaluated.

5.7 Amendment or Withdrawal of Proposals

Proponents may amend or withdraw their Proposal in writing any time prior to Closing. Upon Closing, all Proposals become irrevocable The Town of Labrador City will be under no obligation to receive further information after Closing, whether written or verbal, from any Proponent.

5.8 Rights and Reservations

The Town of Labrador City reserves the right to:

- (i) Reject any or all Proposals.
- (ii) Reject any Proposal that is incomplete, or that fails to comply with the mandatory requirements of this RFP.
- (iii) Modify the terms of this RFP at any time in The Town of Labrador City's sole discretion.
- (iv) Request clarification of the information set out by one or more of the Proponents in respect of the Proposals submitted.
- (v) Communicate with, meet with, or negotiate with any one or more of the Proponents respecting their Proposals or any aspect of the proposed work.

5.9 Cancellation of RFP

The Town of Labrador City may cancel this RFP at any time prior to or after closing. In the event the Town of Labrador City cancels this RFP, the Town shall have the right to seek to procure the same services or similar services at any time, through any means the Town deems appropriate. No Proponent shall acquire any rights or interests in any subsequent procurement process undertaken by the Town of Labrador City.

5.10 Waiver of Non-Compliance

The Town of Labrador City may waive any non-compliance with the RFP and may elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form requested by this RFP or which have not strictly complied with the process for submission set out herein.

5.11 Proponent's Costs

Each Proponent is solely responsible for its own costs and expenses associated with its participation in this RFP, including but not limited to, conducting investigations, attending briefings, preparing and delivering its Proposal, communicating with the Contact Person prior to Closing and during Proposal evaluation, and for any subsequent processes or negotiations with the Town of Labrador City that may occur.

5.12 Limitation of Liability

By submitting a proposal, each Proponent irrevocably agrees that the Town of Labrador City shall not be liable to any Proponent or any person whatsoever, for any claims of any nature (in contract, in tort, or otherwise), for any costs, expenses, compensation, damages, or anything whatsoever, including without limitation, costs and expenses associated with the Proponent's preparation and submission of their Proposal, their participation in this RFP, for loss of revenue, opportunity or anticipated profit, arising in connection with its Proposal, this RFP, any subsequent processes or opportunity, any contract, or any matter whatsoever.

5.13 Negotiation

The Town of Labrador City reserves the right to negotiate with the preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the Town in its sole discretion.

5.14 Errors and Omissions

While the Town of Labrador City has used considerable efforts to ensure information in this RFP and otherwise provided directly in association with this RFP is accurate, the information is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Town, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from the responsibility for conducting their own investigation and forming their own opinions with respect to the subject matter of this RFP.

5.15 Conflict of Interest

Proponents shall disclose any potential conflict of interest and existing business relationship they may have with the Town of Labrador City, its elected or appointed officials or employees.

5.16 Confidentiality

All Proposals become the property of the Town of Labrador City and will not be returned to the Proponents, except as expressly provided for herein. All

Proposals will be held in confidence by the Town unless disclosure is otherwise required by law.

5.17 No Lobbying

Proponents and their agents are not permitted to contact any member of the Town of Labrador City Council or staff with respect to this RFP, except as expressly provided for herein. Proponents will not offer entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee or elected official of the Town. The Town of Labrador City reserves the right to disqualify any Proponent from participation in this RFP that acts in contravention of this requirement.

5.18 Contract Award

This RFP should not be construed as an agreement to purchase goods or services. By submitting a Proposal, the Proponent agrees that should it be identified as the preferred Proponent, it will enter into negotiations, if required, for the purpose of concluding a Contract. If a written Contract cannot be negotiated and executed by both parties within 90 days of notification of the successful Proponent, or such longer period as the parties may mutually agree, the Town of Labrador City may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent, enter into negotiations with any other Proponent or terminate the RFP process and not enter into a Contract with any of the Proponents.

5.19 Definition of Contract

Notice in writing to a Proponent that it has been identified as the preferred Proponent and the subsequent full execution of a written contract will constitute a contract for the goods and/or services contemplated by this RFP, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the preferred Proponent and the Town of Labrador City have both executed a written Contract.

5.20 Form of Contract

The Contract will comprise a form of written agreement. The contract may be amended by mutually agreed supplementary conditions, and incorporate the Town's conditions and specifications, if any, set out within this RFP.

Schedule A: FORMAT OF PROPOSAL

1. **Title Page:** Showing RFP title, RFP Number, Proposal Closing date and time, Proponent's name and address, telephone number, e-mail address, and a contact name.

2. **Letter of Introduction:** One page, identifying the Proponent and signed by the person(s) authorized to sign on behalf of and to bind the Proponent to statements made in the Proposal.

3. **Table of Contents:** Include page numbers.

4. **Executive Summary:** A one or two page summary of key features and highlights of the Proposal.

5. **Corporate Profile:** Short overview of the Proponent's history including experience in operating Fly control programs of comparable geographic scale and highlighting skills and experience relevant to Scope of Services.

6. **Corporate Experience and Staff Qualifications:**
 - (i) Demonstrate relevant corporate expertise by summarizing experience, qualifications and technical capability to provide the Scope of Services. It is particularly important to prove recent experience in operating a program of comparable size, scope, and methodology to the Town of Labrador's City's program, in customer service with members of the public, and in building and maintaining strong relationships.
 - (ii) Provide a general description of these comparable programs, including hectares treated and hours dedicated to on-the-ground monitoring of larvae development.
 - (iii) A list of key personnel (including the Project Manager) and qualifications that will be actively involved. Include the number of personnel that will be utilized throughout the Program delivery.
 - (iv) Identify any subcontractor or others that will be utilized and how they will contribute to the Proposal.

- (v) Valid Pesticide Operators License from the Province of Newfoundland & Labrador.
- (vi) For prior experience in operating programs of comparable scale and scope to the Town of Labrador City's Program, provide an average annual breakdown of the following:
 - (a) Amount of hectares treated by ground and by air,
 - (b) Amount of pesticide (kg) applied per hectare by ground and by air,
 - (c) Ratio of monitoring hours to pesticide treatment hours, and
 - (d) Average program costs per hectare treated for all the successive terms of the contract.

7. Methodology:

- (i) Provide a discussion on the Scope of Services and your approach to the work to demonstrate a clear and thorough understanding.
- (ii) Provide a clear and full description of approaches and techniques that will be employed to accomplish the Scope of Services. Include:
 - (a) Proposed schedule, including timeline of annual Program commencement,
 - (b) Public education and communication strategy,
 - (c) Methods for larval surveillance, including access to sites.
 - (d) Methods for ground-based larvicide applications,
 - (e) Methods for aerial-based larvicide application,
 - (f) Pre and post treatment strategy to measure effectiveness,
 - (g) Methods for adult mosquito & Black Fly surveillance,
 - (h) Methods for mapping (of both ground and aerial applications as well as larvae monitoring information), data management, and reporting.

8. Fees:

- (i) The five-year contract with the preferred Proponent will be the price for the integrated biting flies control program in 2025 and the Town will have the option to renew the contract for the years 2026, 2027, 2028, and 2029. If the renewal option is exercised, the contract price will be adjusted

according to the Consumer Price Index (CPI) as reported by Statistics Canada as of August 31 of the year preceding the renewal.

- (ii) Contract Price: Includes all salaries, disbursements, equipment, all transportation, monitoring/surveillance, mapping, data collection and management, base education, advertising, meetings, reporting, consultation, etc. Same for all five years, independent of precipitation and temperature.

Annual contract price will include cost of applying pesticide (labour and product).

- (iii) Provide all pricing in Canadian dollars, any fees, rates and charges outlined in the Proposal must include all applicable duties, taxes, brokerage fees, FOB destination, and delivery charges where applicable.
- (iv) The Town of Labrador City will not supply any equipment, field-operation or office space, field staff or licensed applicators.
- (v) The Town of Labrador City will not reimburse travel or accommodation-related costs for out-of-town personnel.
- (vi) The Proposal must account for any changes in the cost for fuel and for the annual purchase of required pesticides over the term of the Program.
- (vii) Be aware that all rates shall be fixed for the duration of the agreement, but that during this time the Town of Labrador City at its sole discretion may modify or reduce the Scope of Services; hence appropriate fee adjustments may be required, and the preferred Proponent shall have no claim for loss or compensation if this occurs.

9. References:

Provide a list of at least three relevant references with direct experience with key personnel, including names, job titles, dates, project name, brief project description, approximate project value, and contact information (email addresses).

Schedule B: BACKGROUND OPERATIONAL INFORMATION

The following is a summary of recent treatment area data to demonstrate the scope and expectations for this Program:

Labrador City is home to one of the world's most significant iron mining operations. Surrounding Labrador City are vast forest lands with peaks and valleys dotted and scoured by lakes and rivers. Given its surrounding topography and hydrology, this area is an ideal breeding ground for black flies and mosquitoes.

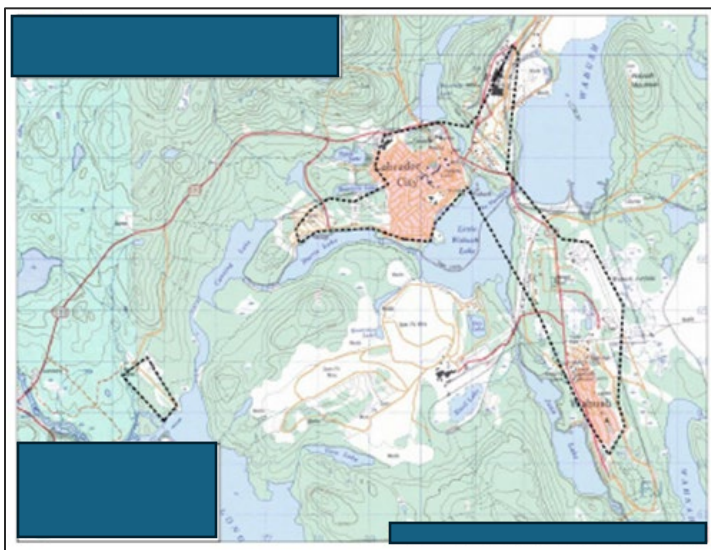
In the past years, ground and aerial applications were performed on around 240 ha.

For the control of black fly larvae, running streams, creeks, rivers, and lake outflows within 8 to 10 km buffer zone from protected areas. These zones will have to be monitored closely and treated when larvae have reached late instar stages as to ensure egg hatch has been completed. Some streams eventually dry out as the season progresses, however new generations of larvae will emerge bi-weekly and therefore require close monitoring to determine when to apply the product at the right time.

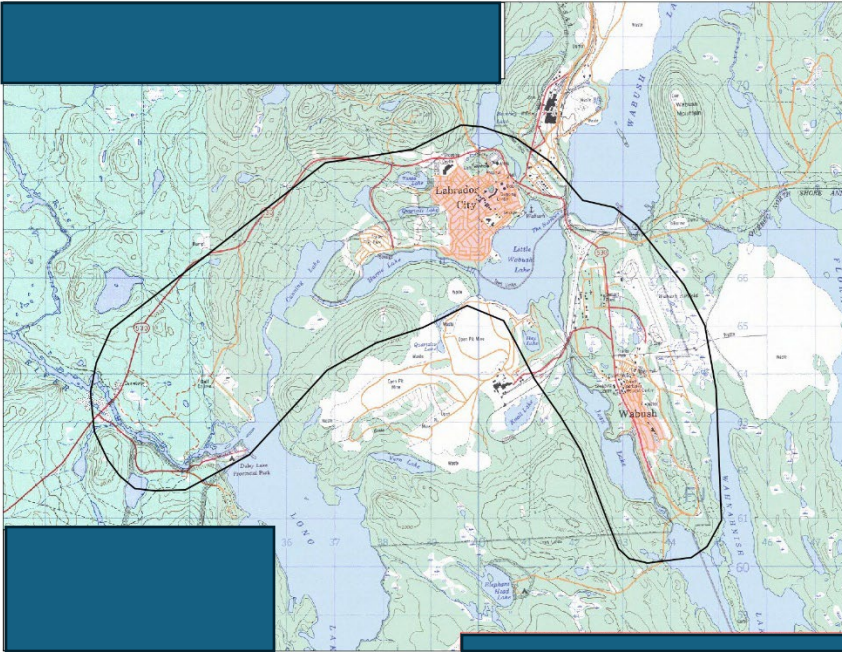
For the control of mosquito larvae, standing water sites will have to be monitored and treated when larvae reach 2nd and 3rd instar levels of maturity. Development sites will require additional treatments based on the weather conditions and precipitation amounts.

The program's objective was to reduce adult populations of black flies by 90% within the boundaries of Labrador City, Wabush and the Tamarack Golf Club from May 1 to September 1.

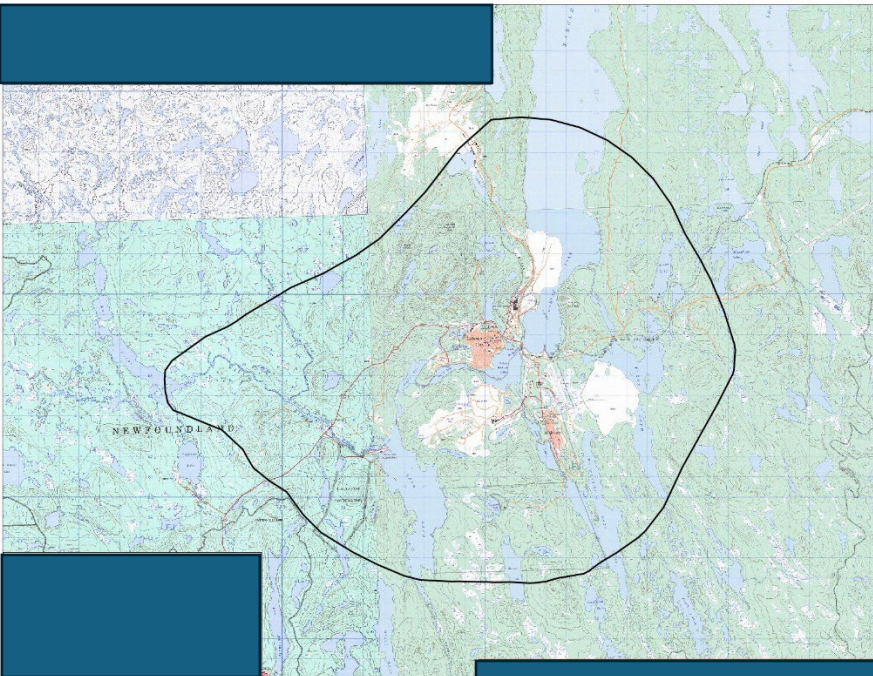
Labrador City and Wabush protected Area



Area monitored and treated for the control of mosquito populations



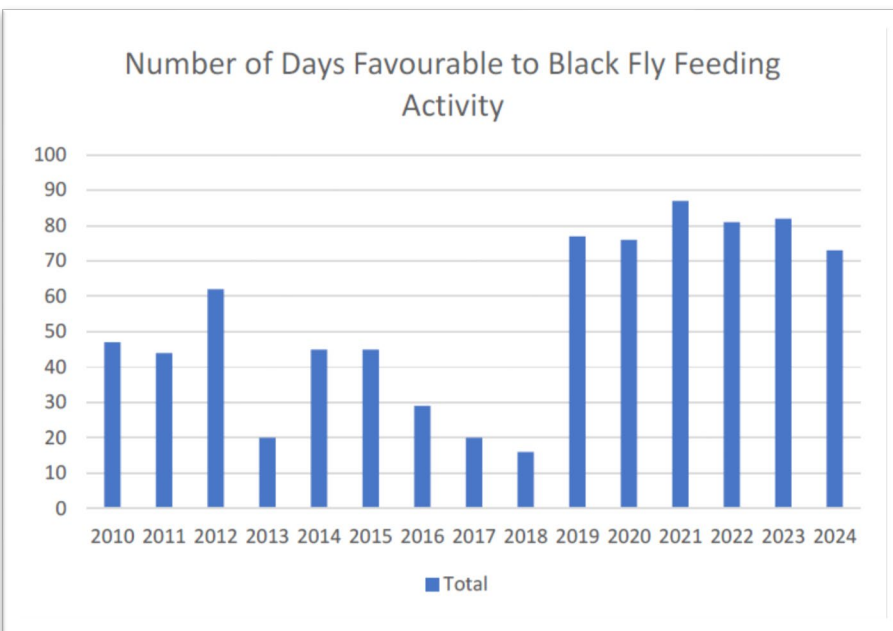
Area monitored and treated for the control of black fly populations



Weather plays a vital role in mosquito and black fly population dynamics. Precipitation will affect the number of generations, and temperature will determine the lifespan and biting activity of the biting fly insects.

See the table below with the number of days per month with maximum temperatures between 8°C and 22°C for the years from 2010 to 2023.

Year	May	June	July	August	Total
2010	0	2	19	26	47
2011	0	9	15	20	44
2012	1	18	23	20	62
2013	0	1	8	11	20
2014	0	7	19	19	45
2015	0	7	18	20	45
2016	0	9	10	10	29
2017	0	6	8	6	20
2018	0	0	8	8	16
2019	0	19	29	29	77
2020	4	18	30	24	76
2021	4	24	30	29	87
2022	4	23	29	25	81
2023	3	23	30	26	82
2024	3	22	23	25	73



Schedule C: SUMMARY OF PROPOSAL

Name: _____

Address: _____

Name and title of Representative: _____

Telephone: _____ Email: _____

Form of Business Organization

Sole Proprietorship

Partnership Date of Establishment _____

Corporation Date of Incorporation _____

Business No. _____

We hereby offer to perform the Services required by this RFP for the stipulated total annual price of:

Proposed Price for Goods/Services \$ _____

Plus HST. \$ _____

TOTAL \$ _____

I/We the undersigned authorized representatives of the Proponent, having received and carefully reviewed the RFP, including without limitation, the General Conditions and Specifications (if any), submit this Proposal in response to the RFP.

Dated this _____ day of _____, 2024.

Signature of Authorized Signatory

Signature of Authorized Signatory

Name & Title/Position

Name & Title/Position