June 23, 2015

Dear [Redacted]

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act [Our File #: AES/009/2015]

Further to the June 2, 2015 correspondence regarding the above access to information request (attached), please be advised that the third party has not submitted a request for review to the Office of the Information and Privacy Commissioner. As such, please find enclosed the responsive records.

Please forward a copy of the Department’s contract with Cabot Pest Control; also include copies of the competitive bids received before awarding the contract to Cabot Pest Control.

The only exception to access is information subject to section 30(1) - Disclosure harmful to personal privacy under the act.

Section 30(1) The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party’s personal privacy.

As required by subsection 7(2) of the act, we have severed information that is excepted from disclosure and provided you with as much information as possible.

Section 43 of the act provides that you may ask the Information and Privacy Commissioner to review this partial refusal of access or you may appeal the refusal to the Supreme Court Trial Division. A request to the Information and Privacy Commissioner shall be made in writing within 60 days of the date of this letter or within a longer period that may be allowed by the Commissioner.
The address and contact information of the Information and Privacy Commissioner is as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P. O. Box 13004, Stn. A
St. John’s, NL A1B 3V8

Telephone: (709) 729-6309
Facsimile: (709) 729-6500

In the event you wish to appeal to the Supreme Court, you must do so within 30 days of the date of this letter. Section 60 of the act sets out the process to be followed when filing such an appeal.

Please be advised that responsive records will be published following a 72 hour period after the response is sent electronically to you or five days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Office of Public Engagement’s website within one day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any further questions, please feel free to contact the undersigned at (709) 729-4276 or SharonSeaward@gov.nl.ca.

Sincerely,

[Signature]

SHARON SEAWARD
ATIPP Coordinator
From: Morley G. Linstead [mailto:MGLINSTEAD@nlhc.nl.ca]
Sent: Wednesday, December 08, 2010 8:24 AM
To: Pike, Ardella C.
Subject: FW: Standing Offer Agreement with Cabot Pest Control

I'm running out the door, so I haven't even looked at this myself. In any event it is available electronically. Please see attached. Plus info below on who to talk to.

Cheers,
Morley

Morley Linstead
Manager
Home Assistance Programs
709-724-3293

Newfoundland Labrador
Housing
From: Tim P. Heffernan
Sent: December 7, 2010 3:47 PM
To: Morley G. Linstead; Ryan E. Tapper; Christina I. Burton; Jackie Lindstrom
Subject: RE: Standing Offer Agreement with Cabot Pest Control

Morley,

Please find a copy of our standing offer attached. The normal contacts are [redacted] or [redacted] but they are both currently on vacation. If you call in now you could speak to [redacted].

Tim

Tim Heffernan
Engineering Technician
Avalon Regional Office
Phone: 724-3355
Fax: 724-3037
From: Morley G. Linstead
Sent: December 7, 2010 2:43 PM
To: Ryan E. Tapper; Christina I. Burton; Tim P. Heffernan; Jackie Lindstrom
Subject: Standing Offer Agreement with Cabot Pest Control

I must admit I am on a fishing expedition here. I am looking for the file on our standing offer with Cabot Pest Control. Particularly, a copy of the Standing Offer Agreement as well as the primary contact (and back-up contact if necessary) at Cabot.

Can either of you help with this request?

Thanks,
Morley

Morley Linstead
Manager
Home Assistance Programs
709-724-3293

Newfoundland Labrador
Housing
STANDING OFFER FOR SERVICE CONTRACTS

SUPPLIER/CONTRACTOR

ADDRESS: 

ATTENTION: 

PHONE: 

FAX: 

TENDER FILE NUMBER: 2009B - 000

PROJECT NAME: Standing Offer

LOCATION: ST. JOHN'S & Surrounding Area

COMPLETION DATE: March 31, 2012

NLHC REPRESENTATIVE: Tim Heffaman @ 724-3355

LOCATION FOR SUBMISSION: 2nd Floor, 2 Canada Drive

SUBMISSION DATE: 2:30 pm Sept. 23, 2009

DOCUMENT CONTENTS

LIST OF DOCUMENTS IN THIS STANDING OFFER, ALL OF WHICH ARE PART AND PARCEL HEREOF

<table>
<thead>
<tr>
<th>DOCUMENT</th>
<th>NO. OF PAGES</th>
<th>DOCUMENT</th>
<th>NO. OF PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>STANDING OFFER COVER PAGE</td>
<td>1</td>
<td>SCHEDULE &quot;C&quot; - QUANTITIES &amp; PRICES</td>
<td>1</td>
</tr>
<tr>
<td>TENDER AD</td>
<td>1</td>
<td>SCHEDULE &quot;D&quot; - GENERAL CONDITIONS</td>
<td>2</td>
</tr>
<tr>
<td>SCHEDULE &quot;A&quot; - INSTRUCTIONS TO BIDDERS</td>
<td>1</td>
<td>SCHEDULE &quot;E&quot; - TENDER AMENDMENT FORM</td>
<td>1</td>
</tr>
<tr>
<td>SCHEDULE &quot;B&quot; - SCOPE OF WORK</td>
<td>1</td>
<td>SCHEDULE &quot;F&quot; - SPECIFICATIONS</td>
<td>-</td>
</tr>
</tbody>
</table>

TO BE COMPLETED BY SUPPLIER/CONTRACTOR

THE SUPPLIER/CONTRACTOR AGREES TO SUPPLY/INSTALL ALL MATERIALS DESCRIBED HEREIN IN ACCORDANCE WITH ANY ATTACHED PLANS AND SPECIFICATIONS REFERRED TO HEREIN ON THE COVENANTS AND AGREEMENTS CONTAINED HEREIN, WITHIN THE TIME SPECIFIED. QUOTE SHALL INCLUDE ALL FEES AND OTHER CHARGES, BUT EXCLUDE THE HARMONIZED SALES TAX (HST).

THE SUPPLIER/CONTRACTOR ACKNOWLEDGES THE RECEIPT OF THE FOLLOWING ADDENDA: 

SIGNATURE: 

PRINTED NAME: 

TITLE: 

CONTRACT PRICE: (EXCLUDING HST)

NLHC USE ONLY

ACCEPTED SIGNATURE

DATE

TITLE

PURCHASE ORDER #
1. **DEFINITIONS**

   **Extended price:** The unit price of a particular item in Schedule “B” Scope of Work multiplied by the number of units specified.

   **Owner:** Newfoundland and Labrador Housing Corporation or its representative.

   **Standing Offer:** An agreement between NL Housing and the Supplier/Contractor wherein the Supplier/Contractor agrees to provide services and materials at a tendered price until the completion date specified.

   **Supplier/Contractor:** The bidder who is awarded the contract for the Standing Offer.

   **Total price:** The sum of the extended prices for each item in Schedule “C” Quantities and Prices.

   **Unit price:** The price for an individual unit of each item in Schedule “C” Quantities and Prices in the Standing Offer, as quoted by the Supplier/Contractor at the date when the Standing Offer quotations are opened.

2. **GENERAL PROVISIONS**

   2.1 One signed copy of the Standing Offer with all applicable spaces properly filled in shall be returned to NL Housing at the Location specified in a sealed envelope with the project number and name clearly indicated.

   2.2 A Performance Bond is not required for this Tender.

   2.3 Inclusion of a conditional clause or letter will disqualify the Standing Offer submission.

   2.4 The lowest or any Standing Offer submission will not necessarily be accepted.

   2.5 Care must be taken to acknowledge any Addenda received by the Supplier where provided on the cover page.

   2.6 Prices will not vary with the quantity purchased and will remain in effect and unchanged for the period of the Standing Offer agreement as specified in the Description.

   2.7 All materials will be new and in original undamaged packaging.

   2.8 Materials will be supplied as specified. Substitutions will be by mutual agreement and will be of an equal or higher grade or quality material, as judged by NL Housing, with no change in price.
### SCOPE OF WORK

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>The standing offer is for the supply of Pest Control service for NL Housing and its tenants. The Offer will remain in effect from the date of the letter of award to March 31, 2012, or until all quantities in Schedule “C” – Quantities and Prices are utilized. The term of the contract may also be extended, by approval only as determined by NLH.</td>
</tr>
<tr>
<td>1.2</td>
<td>The following outline is general only and not to be considered complete in every detail. All items to be supply and install, unless otherwise noted. The successful bidder is responsible for all items damaged during the course of the service.</td>
</tr>
<tr>
<td>1.3</td>
<td>The successful bidder will be contacted by a NL housing representative to visit a location to conduct the service. It will be the contractor’s responsibility to contact the tenant to advise them when they will visit the location. Contact information to be provided by NL Housing, if required.</td>
</tr>
</tbody>
</table>

**Scope**

1. Supply the necessary service and materials to control a rodent (mouse and/or rat) infestation as requested by NL Housing.

2. Supply the necessary service and materials to remove an occupied bee or wasp hive as requested by NL Housing.

3. Supply the necessary service and materials to eliminate a flea infestation as requested by NL Housing.

4. Supply the necessary service and materials to eliminate a carpenter ant infestation as requested by NL Housing.

5. Supply the necessary service and materials to eliminate a bed bug infestation as requested by NL Housing.

6. Supply the necessary service and materials to eliminate a silver fish infestation as requested by NL Housing.

7. Only invoices for those jobs that have been completed will be accepted. Missed appointments due to tenant unavailability will not be invoiced under this contract.

8. It will be the contractor’s responsibility to contact the tenant to arrange the time that would be agreeable to both parties as to when the service can be carried out.
The quantities contained in this Schedule are estimated in good faith and final payment shall be made for actual quantities received and accepted at the specified location. The items listed below are Unit Prices paid on supply and delivery/installation only, all quantities must be verified by NL Housing upon delivery and prior to payment. Any unused quantities will be deducted from the contract price.

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Prices</th>
<th>Approximate Amount</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mice and/or Rat Control</td>
<td>1000 units/year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bee or Wasp Hives</td>
<td>200 units/year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flea Control</td>
<td>80 units/year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter Ants</td>
<td>75 units/year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bed Bugs</td>
<td>60 units/year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Silver Fish</td>
<td>50 units/year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUBTOTAL (1 Year):**

* **TOTAL (3 Years):**

The Total Price must be included in the tender price on the Standing Offer cover page. If not completed by the Bidder and submitted, the bid will not be considered complete and will be disqualified. Unit Prices will include all labour, materials, equipment, overhead, profit delivery to the specified location, all additional fees or costs and excludes HST.

* The Total of items on this Schedule must be carried forward to the Cover Page. Please include this table with your tender submission.

Company Name: ____________________________

Signature: ________________________________
THE PARTIES TO THIS CONTRACT COVENANT AND AGREE AS FOLLOWS:

1. **INDEMNITY**
The Supplier/Contractor will indemnify and save harmless the Corporation from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the activities of the Supplier under this contract.

2. **INSURANCE**
The Supplier/Contractor will maintain, at their expense, insurance to protect the Corporation against all liabilities or damages in respect of injuries to persons (including injuries resulting in death) in the minimum amount of one million dollars ($1,000,000) Commercial General Liability with respect to the operations of subcontractors and in respect of damages to property arising out of performance of the work. The Supplier/Contractor shall also provide and maintain liability insurance in respect of owned licensed and leased vehicles in the minimum amount of one million dollars ($1,000,000). The Supplier/Contractor shall submit to the Corporation proof that such policies are in force.

3. **TERMINATION FOR CAUSE**
Where the Supplier/Contractor has failed, delayed or has not been diligent in supplying materials to the satisfaction of the Corporation and the Corporation has given written notice thereof to the Supplier/Contractor and such failure or delay continues for five (5) calendar days after such notice, the Corporation may terminate this contract. In the event of such termination, the Corporation will pay to the Supplier/Contractor an amount equal to the value of materials delivered to the specified location at the time of termination. Failure to stock adequate quantities of specified materials, unauthorized substitution of materials, supply of flawed or damaged materials or failure to make deliveries when requested will be considered inadequate performance. Three written warnings will be provided and then NLHC will consider the agreement null and void and will seek an alternate source of supply. The non-performing Supplier/Contractor may be barred from bidding on future supply contracts with NLHC for an undetermined period of time.

If the Supplier/Contractor should be adjudged bankrupt, or make a general assignment for the benefit of creditors, or if a receiver is appointed on account of their insolvency, the Corporation may, without prejudice to any other right or remedy it may have by giving written notice, terminate the contract.

4. **COMPLIANCE WITH LEGISLATION, BY-LAWS, STANDARDS AND CODES**
The work or service provided under this contract shall comply with all applicable and appropriate municipal by-laws, provincial statutes and regulations, latest edition of the National Building Code of Canada, to currently adopted provincial or municipal codes relating to electrical work, plumbing and other mechanical work, and to the Fire Prevention Act, as amended, including life safety codes and other codes currently adopted under the act. The Supplier/Contractor must also be familiar with federal and provincial legislation relating to employees including working conditions, wage rates, statutory deductions, holidays and insurance coverage.

5. **REPAIR OF DAMAGE**
The Supplier/Contractor shall repair any damages caused by them within seventy-two (72) hours.

6. **WORKPLACE HEALTH, SAFETY AND COMPENSATION COMMISSION**
The Supplier/Contractor shall provide a letter of good standing from the Workplace Health, Safety and Compensation Commission upon award of contract and with invoice for payment.

7. **CHANGES IN THE WORK**
Changes in the work shall not be made without prior approval from the Corporation representative and the issuance of a change order by the Corporation.
8. **MANNER OF PAYMENT**
   Payments shall be made monthly for materials delivered and accepted at the location specified in the contract. Payments will be processed within 30 days of receipt of invoice.

9. **ACCEPTANCE AND AWARD**
   Acceptance of the quote by the Corporation shall be by way of a purchase order, the issuance of which shall be the formal award of contract, where upon a contract shall exist.

10. **DISPUTES**
    The decision of the Corporation shall be final should disputes arise regarding meaning, intent or ambiguity.

11. **WARRANTY PERIOD**
    The Supplier/Contractor will rectify, at his own expense, any defect in material or workmanship which appears in the work within twelve (12) months of the date of final acceptance of the work by the Corporation.

12. **AMPLE NOTICE**
    The supplier/contractor to provide a twenty-four (24) hour notice to the tenants of the anticipated date of requiring entry to occupied units.
SCHEDULE “E”

TENDER AMENDMENT FORM

PROJECT: ____________________________________________________________

PROJECT NO.: ________________________ AMENDMENT NO.: __________

CLOSING DATE: ________________________ CLOSING TIME: __________

We, ________________________________________________________________

(Name/Address of Contractor)

the undersigned, modify our Tender as follows:

☐ Increase the stipulated price by ________________________________ Dollars ($______________):

or

☐ Decrease the stipulated price by ________________________________ Dollars ($______________).

We also acknowledge and agree that:

1. We accept full responsibility for any lack of confidentiality arising from the use of this process;

2. This amendment includes any revisions to the unit prices portion of the tender and the revised unit price form is attached, if required.

3. Failure of this amendment to arrive on time, accurately or completely, for any reason, will render this amendment null and void.

We also acknowledge receipt of the following Addenda: ____________________________.

(Addenda Numbers)

Signed:

______________________________ being _________________________________

(Signature) (Position in Company)

of ________________________________ dated ____________________________

(Company Name) (City’s Date)
Good afternoon Ardella,
As per your conversation with Ken the following is the pricing for HRLE for bedbug jobs in the St. John’s and surrounding areas:

$375.00 (plus HST) treatment for infested unit
$78.00 (plus HST) preventative treatment

Pricing may vary depending on the following:
Degree of infestation highly infested units will be priced accordingly
Out of area jobs (outside the St. John’s, Mt. Pearl, Paradise/CBS area) will be priced accordingly
Size of home - the above prices are based on a single family unit - any units with bedsitting rooms or apartments will be priced accordingly
The above prices are for bedbug jobs only

Any questions please feel free to give me a call/email,

Thanks,

Cabot Pest Control
17 Pippy Place
St. John’s, NL A1B 4G3
Tel: (709) 753-7378
Fax: (709) 753-7372

Cabot Pest Control Ltd.
17 Pippy Place
St. John’s, NL A1B 4G3
Tel: (709) 753-7378
From: Pike, Ardella C. [mailto:ardellapike@gov.nl.ca]
Sent: February-22-11 4:39 PM
To: cabotpestcontrol@nl.rogers.com
Cc: Pike, Ardella C.
Subject: NLH contract ATTN [Redacted]

Hi [Redacted]

As a follow up to our earlier conversation today, this is to reiterate that HRLE is requesting approval to utilize the same contract which NLH has with Cabot but for bedbugs only! It is my understanding that the contract is for $375 for treatment of an infested unit and $75 for preventive treatment (for any adjoining apartments), regardless of the size. You have indicated that this rate is meant for the Avalon metro area only, primarily St. John's, Mt. Pearl and surrounding areas (Portugal Cove-Phillips, Torbay and area and CBS, I would assume). Areas within Avalon, but beyond those listed above would normally have an extra charge for travel.

We have had extensive communication with NLH around this and they have no issue with HRLE utilizing the same contract as we are soliciting services for clients and not for Government itself! When gathering data on bed bugs we have made the assumption that approximately 100 units could be affected, this is an estimate based on a percentage of the number of units which NLH has on the Avalon and those which have been treated in 2010; this could obviously be less or more!

When authorizing this service, HRLE would provide Cabot with the authorization directly and in turn Cabot would invoice HRLE. This will provide a more efficient authorization and payment process by not having to needlessly involve NLH.

Trusting this outlines the terms of what we have discussed in our telephone conversation earlier. I have included a copy of the email below which I had sent to [Redacted] in December, 2010.

Thanks for your attention to this matter.

Ardella Pike
Program and Policy
Development Specialist
Income Support Division
Department of Human Resources,
Labour & Employment
(709) 729-3542 (p)
(709) 729-5560 (f)

---

From: Pike, Ardella C.
Sent: Wednesday, December 08, 2010 4:27 PM
To: 'cabotpestcontrol@nl.rogers.com'
Subject: NLH contract

Hi [Redacted]

As a follow up to our conversation earlier, here is essentially what we are looking to do.

NLH has confirmed that they currently have a contract with Cabot that covers bedbug fumigation (which is what we are interested in) for their units. HRLE is hoping to be able to utilize this same contract should any of our clients present to us an issue with bedbugs. NLH has OK'd HRLE “piggybacking” on their contract and we have confirmed with our Finance people that this is fine, from a contract perspective, as the services we are soliciting are for clients and not government itself. As you can appreciate, we have no idea at this point how many cases this will potentially be; however we have only had 1 or 2 so far this year!
Can you please advise whether this is approved from your end and that should fumigation services be authorized by HRLE, staff can provide the go ahead to Cabot and in turn we will pay directly (rather than HRLE having to contact NLH and then NLH contacting Cabot)? This will ensure services and payment times are efficient.

Hopefully you will be able to respond to this ASAP as we are awaiting information to submit to our Deputy for approval.

Thanks
Ardella Pike
Program and Policy
Development Specialist
Income Support Division
Department of Human Resources,
Labour & Employment
(709) 729-3542 (p)
(709) 729-5560 (f)

“`This email and any attached files are intended for the sole use of the primary and copied addressee(s) and may contain privileged and/or confidential information. Any distribution, use or copying by any means of this information is strictly prohibited. If you received this email in error, please delete it immediately and notify the sender.’”

No virus found in this message.
Checked by AVG - www.avg.com
Version: 10.0.1204 / Virus Database: 1435/3460 - Release Date: 02/22/11