



<p><b>RETURN BIDS TO:</b> <b>RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment Canada</b> <b>/ Réception des soumissions – Environnement Canada</b></p> <p><b>Electronic Copy:</b> ec.soumissions-bids.ec@canada.ca</p> <p><b>BID SOLICITATION</b> <b>DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT CANADA</b></p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p><b>SOUSSION À:</b> <b>ENVIRONNEMENT CANADA</b></p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p><b>Title – Titre</b> <b>Rotary Wing Aircraft Services for Aerial Herbicide Spraying for the Management of Phragmites at Long Point</b></p>	
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> 5000057710</p>	
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> 2021-05-17</p>	
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b></p> <p>at – à 3:00 P.M. on – le 2021-06-16</p>	<p><b>Time Zone – Fuseau horaire</b></p> <p>Eastern Daylight Time</p>
	<p><b>F.O.B – F.A.B</b></p>	
	<p><b>Address Enquiries to - Adresser toutes questions à</b> Heidi Noble <a href="mailto:heidi.noble@canada.ca">heidi.noble@canada.ca</a></p>	
	<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> 2022-12-31</p>	
	<p><b>Destination - of Services / Destination des services</b> Ontario, Canada</p>	
	<p><b>Security / Sécurité</b> There is no security requirement associated with this requirement.</p>	
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>		
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>	
<p><b>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b></p>		
<p><b>Signature</b></p>	<p><b>Date</b></p>	

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**Rotary Wing Aircraft Services for Aerial Herbicide Spraying for the Management of Phragmites at Long Point**

**PART 1 – GENERAL INFORMATION**

**1. Security Requirement**

1.1 There is no security requirement associated with this requirement.

**2. Statement of Work**

The Work to be performed is detailed under Annex A, Statement of Work of the resulting contract.

**3. Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## PART 2 – BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the PWGSC *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

**Under “Text” at 02:**

**Delete:** “Procurement Business Number”

**Insert:** “Deleted”

**At Section 02 Procurement Business Number**

**Delete:** In its entirety

**Insert:** “Deleted”

**At Section 05 Submission of Bids, Subsection 05 (2d):**

**Delete:** In its entirety

**Insert:** “send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

**At Section 06 Late Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

**At Section 07 Delayed Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

**At Section 08 Transmission by Facsimile, Subsection 08 (1):**

**Delete:** In its entirety

**Insert:** “Bids may be submitted by facsimile if specified in the bid solicitation.”

**At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:**

**Delete:** In their entirety

**Insert:** “Deleted”

**At Section 17 Joint Venture, Subsection 17 (1) b.:**

**Delete:** “the Procurement Business Number of each member of the joint venture,”

**Insert:** “Deleted”

**At Section 20 Further Information, Subsection 20 (2):**

**Delete:** In its entirety

**Insert:** “Deleted”

**At Section 05 Submission of Bids, Subsection 05 (4)**

**Delete:** “sixty (60) days”

**Insert:** “one hundred and twenty (120) days”

### 2. Submission of Bids

2.1 Bids must be submitted to Environment Canada (EC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

**3. Former Public Servant – Competitive Bid**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

**Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

**Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

**Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

**4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

**5. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

**6. Basis for Canada's Ownership of Intellectual Property**

Environment Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- (6.4.1) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

## PART 3 – BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

#### Note for electronic submission of bids:

In order to be considered, bids must be received no later than 1500h (3 p.m.) (Eastern Daylight Time) on the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: [ec.soumissions-bids.ec@canada.ca](mailto:ec.soumissions-bids.ec@canada.ca)

Attention: Heidi Noble

Solicitation Number: 5000057710

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

#### Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will carry out the Work

#### Section II: Financial Bid

1. Bidders must submit their financial bid in accordance in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

##### 1.1 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for each milestone of the Work, as applicable:

- (a) Professional fees (if applicable): For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should

indicate the number of hours in one working day.

The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:

- (i) Work described in Part 6, Resulting Contract of the bid solicitation required to be performed within Ontario;
  - (ii) travel between the successful bidder's place of business and Ontario; and
  - (iii) the relocation of resources.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in the resultant contract in part 6 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

**1.2** Bidders should include the following information in their financial bid:

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

### **Section III - Certifications**

#### **1. Certifications Required Precedent to Contract Award**

Bidders must provide the required certifications Part 5.



**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION****Basis of Selection - Highest Combined Rating of Technical Merit and Price****1. Evaluation Procedures**

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.

**1.1 Technical Evaluation**

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

**1.1.1 Mandatory Technical Criteria – Refer to Attachment 1 to Part 4**

Mandatory criteria are assessed on a simple pass/fail basis. Bids that fail to meet any of the mandatory criteria will be considered non-responsive.

**1.1.2 Point Rated Technical Criteria – Refer to Attachment 1 to Part 4**

A proposal must obtain the required minimum score of 60 points in the technical evaluation criteria to be considered responsive.

**1.2 Financial Evaluation****1.2.1 Mandatory Financial Criteria**

Bids which fail to meet the Mandatory Financial Criteria will be declared non-responsive.

Number	Criterion	Met/Not Met	Page Number
MF1	The maximum budget allocated for this project must not exceed: \$186,000.00 for the Initial Contract Period – Contract Award to December 31, 2022; and \$93,000.00 for Option Period One – January 1, 2023 to December 31, 2023 applicable taxes extra, including all option periods, labour, associated costs and subcontractors. Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit the Department to pay such an amount.		

**1.3 Evaluation of Price**

The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs and excise taxes included.

For evaluation purposes only, the price of the bid will be determined as follows:

Proposals will be evaluated out of 30 points

The proposal with the lowest price receives the maximum 30 points, and all higher priced proposals will be pro-rated relative to the lowest price

**2. Basis of Selection**

**2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation;
  - (b) meet all mandatory technical and financial criteria;

and

  - (c) obtain the required minimum score of 60 points in the technical evaluation criteria.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$55,000.00.

**Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)**

<u>Bidder</u>	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	90/100	70/100	80/100
Bid Evaluated Price	\$75,000.00	\$55,000.00	\$65,000.00
<u>Calculations</u>			
Technical Merit Score	$90/100 \times 70 = 63$	$70/100 \times 70 = 49$	$80/100 \times 70 = 56$
Pricing Score	$55/75 \times 30 = 22$	$55/55 \times 30 = 30$	$55/65 \times 30 = 25$
Combined Rating	85	79	81
Overall Rating	1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>

## ATTACHMENT 1 TO PART 4

## MANDATORY TECHNICAL CRITERIA AND RATED TECHNICAL CRITERIA

Mandatory Technical Criteria			
Number	Evaluation Criteria	Met	Not Met
1.	The Bidder must complete Attachment 2 Part 4, Aircraft and Supporting Equipment Information Sheet.		
2.	The Bidder must complete Attachment 3 Part 4, Pilot Information Sheet.		

Point Rated Technical Criteria			
Number	Evaluation Criteria	Maximum Score	Score
1.	<p><b>Experience of the Bidder</b> The Bidder has experience in the aerial application of herbicides, where experience is defined as completion of at least one project within the last six years. One project within the last six years will receive 5 points for each component. The same project may apply to more than one component.</p> <p><b>Scoring Methodology</b> The Bidder has demonstrated experience:</p> <ul style="list-style-type: none"> <li>conducting aerial application of herbicides for the management of Phragmites (5 points)</li> <li>conducting aerial application of herbicides over wetlands (5 points)</li> <li>conducting aerial application of herbicides at areas &gt;100 ha (5 points)</li> <li>conducting aerial application of herbicides in sensitive ecological environments, requiring the incorporation of buffer zones around sensitive species (5 points)</li> <li>using RoundUp® Custom (5 points)</li> </ul>	25 points	
2.	<p><b>Experience of the Proposed Resources</b> The Proposed Resources (pilot(s), spotter(s)) have collective experience in the aerial application of herbicides, where experience is defines as completion of at least one project within the last six years. One project within the last six years will receive 5 points for each component. The same project may apply to more than one component.</p> <p><b>Scoring Methodology</b> The Proposed Resources has demonstrated collective experience:</p> <ul style="list-style-type: none"> <li>conducting aerial application of herbicides for the management</li> </ul>	45 points	

	<p>of Phragmites (5 points)</p> <ul style="list-style-type: none"> <li>• conducting aerial application of herbicides over wetlands (5 points)</li> <li>• conducting aerial application of herbicides at areas &gt;100 ha (5 points)</li> <li>• conducting aerial application of herbicides in sensitive ecological environments, requiring the incorporation of buffer zones around sensitive species (5 points)</li> <li>• using RoundUp® Custom (5 points)</li> <li>• applying herbicides using a manual on/off boom (5 points)</li> <li>• using an on-board GPS system to navigate flight paths (5 points)</li> <li>• uploading shapefiles in UTM NAD83 onto an on-board GPS system (5 points)</li> <li>• spotting while conducting herbicide application, where spotting is defined as the continuous observation of spray areas to ensure accurate application (5 points)</li> </ul>		
<p><b>3.</b></p>	<p><b>Collective experience of the Bidder and Proposed Resources</b></p> <p>The Bidder and Proposed Resources collectively demonstrate experience conducting:</p> <ul style="list-style-type: none"> <li>• more than 5 projects applying herbicide over wetlands for the management of Phragmites (10 points)</li> <li>• 3-5 projects applying herbicides over wetlands for the management of Phragmites (6 points)</li> <li>• 1-2 projects applying herbicides over wetlands for the management of Phragmites (2 points)</li> </ul> <p>Where a project is defined as work conducted under a contract.</p>	<p>10 points</p>	
<p><b>Total Points</b></p>		<p>/80 points</p>	

## ATTACHMENT 2 TO PART 4

## AIRCRAFT AND SUPPORTING EQUIPMENT INFORMATION SHEET

The following table must be completed and submitted with the bid.  
All areas must be completed, bids with blank entries will be deemed non-responsive.

Aircraft Type	
<b>Aircraft Make</b>	
<b>Model</b>	
<b>Configuration (Wheels, Skids High, Skids Low)</b>	
<b>Aircraft Registration(s)</b>	
<b><u>Aircraft Equipment</u></b>	<b><u>Description</u></b>
<b>Spray Nozzle Type &amp; Configuration</b>	
<b>Auto-boom (Y/N)</b>	
	<b><u>If no, describe set-up to be used:</u></b>
<b>Navigation/guidance system</b>	
<b>Mix and Load Set-Up</b>  The Bidder must provide a detailed description of the mix and load set-up, demonstrating capacity to meet the herbicide safety and label requirements outlined in Appendix A1 to Annex A and Appendix A2 to Annex A.	

**ATTACHMENT 3 TO PART 4**

**PILOT INFORMATION SHEET**

The following table must be completed and submitted with the bid.  
All areas must be completed, bids with blank entries will be deemed non-responsive.

<b>Pilot Name</b>	<b>Pilot License Number (With Letters)</b>	<b>Ontario Aerial Applicator License (Yes/No)</b>	<b>Proposed Aircraft Type</b>	<b>Total Aerial Application Time (Hours)</b>	<b>Application Time Within Last 24 Months (Hours)</b>	<b>Total Time (Hours)</b>	<b>Monsanto Training (Yes/No)</b>
Primary Pilot							
Alternate Pilot							
Alternate Pilot							

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### **1. Certifications Required Precedent to Contract Award**

#### **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

### **2. Additional Certifications Required Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

#### **2.1 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be

performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

**2.2 Education and Experience**

*SACC Manual* clause A3010T (2010-08-16) Education and Experience.



**PART 6 - RESULTING CONTRACT** *(at contract award, delete this line)*

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation *(at contract award, delete this sentence and insert the title)*.

**Title:** *(insert title at contract award)*

**1. Security Requirement**

1.1 There is no security requirement applicable to this Contract.

**2. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

**3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the PWGSC *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

**3.1 General Conditions**

2010B (2020-05-28) General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

**At Section 12 Transportation Costs**

**Delete:** In its entirety

**Insert:** "Deleted"

**At Section 13 Transportation Carriers" Liability**

**Delete:** In its entirety.

**Insert:** "Deleted"

**At Section 18, Confidentiality:**

**Delete:** In its entirety

**Insert:** "Deleted"

Insert Subsection: "36 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

**A. For professional services requirements where the deliverables are copyrightable works:**

**Canada to own Intellectual Property rights in Copyright**

**At Section 19 Copyright**

**Delete:** In its entirety

**Insert:** 1. In this section:

"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.

"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;

"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the [Copyright Act](#), R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.
4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property except any right that may be granted in writing by Canada.
5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

#### **4. Term of Contract**

##### **4.1 Period of the Contract**

The period of the Contract is from date of Contract to December 31, 2022 inclusive.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### **5. Authorities**

##### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Environment Canada

Procurement and Contracting

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Email address: \_\_\_\_\_

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 5.2 Technical Authority

The Technical Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Environment Canada

Procurement and Contracting

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Email address: \_\_\_\_\_

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Environment Canada

Procurement and Contracting

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Email address: \_\_\_\_\_

## 6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 7. Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are \_\_\_\_\_ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

## 7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are (*insert "included", "excluded" or "subject to exemption"*) and Applicable Taxes are extra.
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (i) when it is 75 percent committed, or
  - (ii) four (4) months before the contract expiry date, or
  - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- (c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 8 Invoicing Instructions

### 8.1 Milestone Payments

- (a) Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract if:
  - (i) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (ii) all such documents have been verified by Canada;
  - (iii) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

### 8.2 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

<b>Schedule of Milestones</b>
-------------------------------

Tasks and Deliverables	Due Date
<b>Initial Contract Period – Contract Award to December 31, 2022</b>	
Submission of the Safety and Security Plan – to be reviewed and approved by the Technical Authority	Within two days of contract award
Submission of the Mix and Load Set-Up description – to be reviewed and approved by the Technical Authority	Within two days of contract award
Preliminary Meeting – attend a meeting to discuss the timeline and expectations	Shortly following contract award, at a time amendable to the Contractor and Technical Authority
Site Visit – the Contractor must visit the site prior to commencing work, to become familiar with: location of launch pad, access points, water supply, etc.	Prior to start of work
Permits and Licenses – ensure necessary permits and licenses are in place	Prior to start of work
Data review – attend a meeting to discuss data requirements and formatting	Shortly following contract award, at a time amendable to the Contractor and Technical Authority
Mapping – CWS-ON will provide the Contractor with updated Phragmites shapefiles for treatment, and the Contractor must review and ensure proper upload to GPS units	No later than August 15, 2021
Spray Equipment Calibration – to be reviewed and confirmed by CWS-ON staff	24 hrs. prior to flight
Test Run – the helicopter shall apply water to a subset of the delineated polygons and then download the treatment data, to confirm accurate application	To be completed at the start of work each day, and/or at each new site
Daily Log – Contractor to provide a daily flight log, as outlined in Section 3.4, Operating Expectation for Aerial Application	No more than 10 days after completion of all herbicide application
Treatment areas – provide georeferenced polygons of the treated areas as well as the flight path and spray on/off points	No more than 10 days after completion of all herbicide application
Annual Draft Report – submit a draft report for review and comment by the Technical Authority	November 30, 2021
Annual Final Report – submit a complete and final report, including all items listed in Section 3.14, Final Report.	December 31, 2021
Preliminary Meeting – attend a meeting to discuss the timeline and expectations	No later than July 1, 2022
Permits and Licenses – ensure necessary permits and licenses are in place	Prior to start of work
Mapping – CWS-ON will provide the Contractor with updated Phragmites shapefiles for treatment, and the Contractor must review and ensure proper upload to GPS units	No later than August 1, 2022
Spray Equipment Calibration – to be reviewed and confirmed by CWS-ON staff	24 hrs. prior to flight
Test Run – the helicopter shall apply water to a subset of the delineated polygons and then download the treatment data, to confirm accurate application	To be completed at the start of work each day, and/or at each new site
Daily Log – Contractor to provide a daily flight log, as outlined in Section 3.4, Operating Expectation for Aerial Application	No more than 10 days after completion of all herbicide application

Treatment areas – provide georeferenced polygons of the treated areas as well as the flight path and spray on/off points	No more than 10 days after completion of all herbicide application
Draft Report – submit a draft report for review and comment by the Technical Authority	November 30, 2022
Final Report – submit a complete and final report, including all items listed in Section 3.14, Final Report	December 31, 2022
<b>Option Period One – January 1, 2023 to December 31, 2023</b>	
Preliminary Meeting – attend a meeting to discuss the timeline and expectations	No later than July 1, 2023
Permits and Licenses – ensure necessary permits and licenses are in place	Prior to start of work
Mapping – CWS-ON will provide the Contractor with updated Phragmites shapefiles for treatment, and the Contractor must review and ensure proper upload to GPS units	No later than August 1, 2023
Spray Equipment Calibration – to be reviewed and confirmed by CWS-ON staff	24 hrs. prior to flight
Test Run – the helicopter shall apply water to a subset of the delineated polygons and then download the treatment data, to confirm accurate application	To be completed at the start of work each day, and/or at each new site
Daily Log – Contractor to provide a daily flight log, as outlined in Section 3.4, Operating Expectation for Aerial Application	No more than 10 days after completion of all herbicide application
Treatment areas – provide georeferenced polygons of the treated areas as well as the flight path and spray on/off points	No more than 10 days after completion of all herbicide application
Draft Report – submit a draft report for review and comment by the Technical Authority	November 30, 2023
Final Report – submit a complete and final report, including all items listed in Section 3.14, Final Report	December 31, 2023

## 9. Certifications

### 9.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a **condition** of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;

- (b) Modified 2010B General Conditions - Professional Services (Medium Complexity) (2020-05-28)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements
- (f) the Contractor's bid dated \_\_\_\_\_, *(insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s)).*

## 12. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within five (5) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies

## ANNEX A

## STATEMENT OF WORK

**Title: Rotary Wing Aircraft Services for Aerial Herbicide Spraying for the Management of Phragmites at Long Point****1. Background**

Phragmites *australis* (Phragmites) is an invasive, non-native perennial grass that is causing damage to coastal wetlands and beaches in Ontario. It grows to heights exceeding 5m, spreads rapidly and creates monoculture stands, which reduce biodiversity and destroy habitat for other species, including species at risk (SAR).

Environment and Climate Change Canada-Canadian Wildlife Service (ECCC-CWS) is responsible for the protection of SAR and their Critical Habitat on federally owned lands under the *Species at Risk Act* (SARA). Under the authority of the *Canada Wildlife Act*, ECCC-CWS establishes National Wildlife Areas (NWAs) for the purposes of conservation, research, and interpretation. Big Creek National Wildlife Area (BCNWA) and Long Point National Wildlife Area (LPNWA) are located within ECCC-CWS-Ontario Region's (CWS-ON) Long Point Walsingham Forest (LPWF) Priority Place, where the Phragmites is a primary threat.

CWS-ON plans to manage Phragmites at the BCNWA and LPNWA using a herbicide and follow best management practices. The majority of Phragmites will be treated with herbicide aerially by helicopter, to manage the largest area, while minimizing landscape impacts to SAR and other non-target attributes. "Large" stands are defined as those exceeding the width of the helicopter boom plus spray drift buffer, approximately 7m by 17m.

The desired application period, weather permitting, is the first three weeks of September in 2021 and 2022. The preferred start date is the Tuesday following Labour Day. All spraying should be completed before waterfowl hunting season commences (typically the last Saturday of September) (see Table 2 of Annex A). Spraying cannot occur within the Big Creek Unit or Thoroughfare Unit on Waterfowl Heritage Day (September 18, 2021 and September 17, 2022). Spraying activities will not be permitted beyond October 15, 2021/2022.

**Note:** Implementation of the work outlined in this contract is contingent upon the issuance of an annual Emergency Registration authorization to CWS-ON from the Pest Management Regulatory Agency (PMRA) for the application of RoundUp Custom® for Aquatic and Terrestrial Use (a.i. glyphosate). All work will be subject to the conditions prescribed by the PMRA's authorization for the Emergency Registration. The Emergency Registration application is the responsibility of ECCC-CWS. The Contractor will be subject to undertaking work as per the conditions prescribed by the PMRA in the authorization.

Implementation of the work is also subject to issuance of other permits and authorizations, including the Permit(s) to perform an Aerial Extermination by the Ontario Ministry of the Environment, Conservation and Parks (MECP). As per MECP requirements, the Contractor is responsible for making the permit application to MECP. CWS-ON will support The Contractor with this application process where required.

**The scope of this contract includes the following;**

- Ground/Air transportation of herbicide from the storage facility at Tillsonburg, Ontario
- Aerial Spray Services by Light or Intermediate Helicopter;
- Air Crew (Pilots) who meet or exceed the minimum requirements detailed in the Label (Appendix A1 to Annex A, Appendix A2 to Annex A);



- Ground crew and support staff who have demonstrated experience in handling Herbicide Products and surfactant and have relevant experience in aerial application services as described in Section 3, Project Specifications;
- Mix load equipment;
- Safe location for the storage of Pesticide while not in use;
- Safety and security of the operations base(s), including the security of the pesticide and all equipment associated with the herbicide treatment operation and ensuring that it is secured when unattended.

The Contractor must obtain any permits, licenses and certificates required for the performance of the Work that are in force, specifically the Aerial Extermination license and Permit to Perform an Aerial Extermination from the MECP, and the Bayer Cropscience Roundup® Custom herbicide aerial application training course. The Contractor is responsible for complying with all permit conditions, including public notification in coordination with CWS-ON.

The Contractor must comply with any applicable legal requirements, including the provisions of the Pest Control Products Act, the *Pesticides Act*, R.S.O. 1990, c. P.11 (*Pesticides Act*) and any regulations made thereunder.

## **2. Objective**

CWS-ON requires one (1) contractor to provide the aerial spraying of herbicide (Roundup Custom®, a.i. glyphosate) in 2021 and 2022 for the treatment of up to 500 ha of non-native Phragmites at the Big Creek Unit of the Big Creek National Wildlife Area, and Thoroughfare Unit and Long Point Unit of the Long Point National Wildlife Area.

## **3. Project Specifications**

### **3.1 Herbicide**

The herbicide to be used is Roundup® Custom for Aquatic & Terrestrial Use Liquid Herbicide (active ingredient glyphosate, present as isopropylamine salt). Roundup® Custom is a product of Bayer Cropscience. The herbicide for this application will be provided by CWS-ON at no cost to the Contractor. The Contractor is responsible for all ground and air transport and storage of the herbicide from the storage facility at Tillsonburg, Ontario to the base of operations mutually agreed upon by CWS-ON and the Contractor. The Contractor will assume responsibility for safety and security of the herbicide and associated equipment upon departing the storage facility. Arrangements for pickup of the required herbicide will be made with the Technical Authority. Material Safety Data Sheets and Labels for this product must be available at the mixing/loading sites.

Roundup® Custom must be applied at a rate within the range specified on the product label (5.26 – 8.77 litres of RoundUp® Custom per hectare in a spray volume of 30-100 L/ha (Appendix A1 to Annex A, Appendix A2 to Annex A). The herbicide will be applied with Aquasurf Non-ionic Spray Aquasurf (PCP Registration 32152.00), as per the Roundup® Custom label. The Aquasurf will be provided by CWS-ON at no cost to the Contractor. The Contractor must strictly adhere to the protocols and methods outlined in the herbicide and surfactant labels. Due to the potential for production of small droplets, aircraft equipped with flat fan nozzles or hollow cone nozzles cannot be used. Accuflo nozzles or equivalent must be used.

### **3.2 Project Locations (Appendix B to Annex A)**

CWS-ON makes no guarantees of work volume or hectares which will actually be sprayed; however, the total area of treatment will not exceed 300 ha per year, or 500 ha over the course of the contract. The project areas are described below and are indicated in the map(s) attached as an Appendix B to Annex A to this Statement of Work. Maps are considered estimates and will be updated in summer 2021.

The project area is within the Big Creek Unit of the BCNWA, and the Thoroughfare Unit and Long Point Unit of the LPNWA, Norfolk County, Ontario (Appendix B to Annex A). The longitude and latitude of each unit's centroid has been detailed in Table 1 below.

**3.2.1** Site 1: The Big Creek Unit is a 615 ha shallow coastal wetland located in Norfolk County, approximately 30 km south of Tillsonburg on Lake Erie (Appendix B to Annex A). Phragmites management occurred within this unit in 2020, and approximately 53 of the 140 ha of Phragmites were treated by aerial and ground herbicide application. Approximately 87 ha of Phragmites remains, interspersed throughout emergent marsh and meadow marsh habitat. There is minimal tree canopy within the Big Creek Unit; the majority occur along roadsides surrounding the unit, particularly the southern border. Buffer zones around areas that should not be treated, (including species at risk (SAR) vegetation and research control areas), will be incorporated into the mapping provided to the Contractor, and will reduce the total extent of Phragmites to be treated. Herbicide must only be applied to Phragmites.

**3.2.2** Site 2: Thoroughfare Unit (TU) is part of the LPNWA, is a 1.6 km by 1.3 km shallow coastal wetland, and is located in Norfolk County, approximately 30 km south of Tillsonburg on Lake Erie (Appendix B to Annex A). Phragmites management occurred within this unit in 2020, and approximately 45 of the 83 ha of Phragmites were managed by aerial and ground herbicide application. The remaining Phragmites is interspersed throughout the unit, and totals approximately 38 ha. There are two primary communities supported within the TU: open emergent marsh and meadow marsh. For the purpose of this Contract, the area of application may include any Phragmites cell within either of the wetland communities, however the majority of the aerial application is expected to occur within the open emergent marsh. There is minimal tree canopy within TU; the majority occur along the south beach, bordering the southern unit boundary and will not be included in the treatment area. Buffer zones around areas that should not be treated (including SAR vegetation and research control areas) will be incorporated into the mapping provided to the Contractor, and will reduce the total extent of Phragmites to be treated. Herbicide must only be applied to Phragmites.

**3.2.3** Site 3: Squire's Ridge (SR) is part of the LPNWA, located in Norfolk County along the north shore of Lake Erie (Appendix B to Annex A). The area spans approximately 4.3 by 1.3 km and is composed of 3 major habitat types: shallow marsh, meadow marsh, and deciduous forest. There are approximately 182.5 ha of Phragmites spread throughout SR, with a number of the large, dense stands falling along the southern and western borders. Aerial herbicide application will occur over all wetland communities, but primarily within areas of open emergent marsh. Treed ridges are scattered across SR, and will be buffered to prevent aerial herbicide application within these areas. Additional buffer zones accounting for do not treat areas, including SAR vegetation and research control areas, will be incorporated into the mapping provided to the Contractor, and will reduce the total extent of Phragmites to be treated within SR. Herbicide must only be applied to Phragmites.

**3.2.4** Site 4: Long Point Tip (LP) is part of the LPNWA, and comprises the majority of the Long Point spit (Appendix B to Annex A). It extends approximately 13 km from the eastern border of SR, eastward into Lake Erie. In total, there are approximately 187.4 ha of Phragmites scattered throughout LP, to be treated using a combination of aerial and ground herbicide application. LP provides rare habitat for many SAR, and is largely composed of graminoid meadow, mixed meadow, submerged shallow aquatic habitat and forested areas. Treed ridges are scattered across LP, and will be buffered to prevent aerial herbicide application within these areas. Additional buffer zones accounting for do not treat areas, including SAR vegetation and research control areas, will be incorporated into the mapping provided to the Contractor, and will reduce the total extent of Phragmites to be treated within LP. Herbicide must only be applied to Phragmites.

For the treatment of Site 1, a helicopter launch pad will be established within the Flight Marsh at a mutually agreed upon location, and all helicopter activities (take off, landing, refueling, etc.) relevant to Site 1 will be based at this location. For the treatment of Site 2, the pre-existing launch pad within the Long Point Provincial Park will be used, with permission from the Ontario Ministry of Environment, Conservation and Parks. Again, all helicopter activities relevant to this site will be based at this location.

For the treatment of Site 3 and 4, either a launch pad on federal lands within the Long Point Unit or the launch pad within Long Point Provincial Park will be used, to be determined prior to commencement of work. All helicopter activities will be based out of these locations.

An estimate of total hectares to be treated in each site is summarized in Table 1. These values are estimated as a range. Maps are currently being updated, and more accurate values will be provided at the commencement of the Contract. All treatment will occur on Federal land, and treatment areas must be restricted to Phragmites stands only.

**Table 1.** The project areas to be treated at BCNWA and LPNWA, the year that the area is scheduled for treatment, and the number of hectares to be treated aerially. These numbers are approximate and will be updated in summer 2021. The longitude and latitude of each wetland's centroid have been expressed in decimal degrees.

Site	Longitude	Latitude	Treatment Year	Maximum Aerial Treatment Area (ha)
1. BC	-80.457760	42.586103	2021	60
2. TU	-80.361654	42.580687	2021	30
3. SR	-80.238104	42.559656	2021	180
4. LP	-80.154034	42.546749	2022	180

### 3.3 Timing

Pending any delays in permits or herbicide acquisition, the project may commence as early as August 15 of each year and must be completed before October 15 of each year. However, to maximize herbicide efficacy to minimize non-target impacts, CWS-ON will aim to complete the work between Labour Day and the start of open season for waterfowl hunting, as outlined in the table below.

**Table 2.** The ideal aerial herbicide treatment window for each year of treatment, 2021 and 2022.

Treatment Year	Treatment Sites	Permitted Treatment Window	Ideal Treatment Window
2021	BC, TU, SR	August 15, 2021 – October 15, 2021	September 7 – 24, 2021**
2022	LP (*SR)	August 15, 2022 – October 15, 2022	September 6 – 23, 2022

\*if work is not completed in SR in 2021 due to unforeseen delays (for ex. weather, herbicide procurement), the Technical Authority may allow the Contractor to shift the remaining work to 2022. This will be at the discretion of the Technical Authority.

\*\* excluding September 18, Waterfowl Heritage Day for any work BC and TU

CWS-ON will work with the Contractor to determine the application schedule. The information to develop the schedule will include weather restrictions, CWS-ON staff availability, the availability and timing of herbicide delivery, creation of maps, hunting, and any other limitations. In addition, CWS-ON will work with the Contractor to coordinate pre-treatment arrangements and community outreach, and to obtain the permits/approvals required.

### 3.4 Operating Expectation for Aerial Application

In each year of treatment, CWS-ON will work closely with the Contractor in the creation of maps, GPS waypoints or any other supplementary planning materials, to ensure safe operations and accurate spraying of the treatment area. Once mapping has been finalized, the Contractor must ensure proper upload to the on-board GPS system and provide confirmation of this to the Technical Authority, no later than 10 days prior to the commencement of work.

The Contractor must make arrangements with the Technical Authority for calibration and pattern check of all aircraft which the Contractor proposes to utilize during the spraying activities. This check will be done at a time and location convenient to both the Contractor and CWS-ON staff, no less than 24 hours prior to

the anticipated start of operations. The aircraft must also report to the applicable staging area no less than 24 hours in advance of the planned start date of the application.

Prior to the commencement of work at each site and/or at the start of each treatment day, the Contractor must execute a test run using the on-board treatment mapping. The helicopter will be loaded with water, and the pilot will follow the on-board GPS system, spraying a subset of the delineated areas. The spray mapping must then be downloaded and compared to the planned mapping, to ensure accurate, on-target application. Herbicide application will only proceed when test run data has been verified by the Technical Authority.

Throughout herbicide application, both a pilot and a spotter must be present within the helicopter. The spotter will continuously observe below the helicopter, to ensure that herbicide is only being applied to target areas, and not to any unplanned non-target vegetation, areas of open water, or non-federal lands. The spotter must be experienced in the identification of Phragmites versus non-Phragmites from a helicopter, at the heights and speeds typically used for this work (3 metres above the vegetation, approximately 60 km/hr). Selection of the spotter must be approved by the Technical Authority.

The herbicide application will be conducted using a manual on/off spray boom, not an auto-boom, unless otherwise mutually agreed upon by the Contractor and Technical Authority.

All operations will be self-sustaining. CWS-ON will provide only incidental advice. Each base of operation must have a dedicated site supervisor on the ground. This individual must be identified prior to the implementation of the operation; the name and contact information of the site supervisor(s) must be provided with the Safety and Security Plan. For specific requirements related to the Operating Expectations for Aerial Application relevant to the Herbicide proposed for use, refer to Appendix A1 to Annex A, Appendix A2 to Annex A.

### **3.5. Permits and Licenses**

During the Term of the Agreement, the Contractor must hold a valid Ontario Pesticide Operator License issued in accordance with the *Pesticides Act*. The Contractor must also hold a Permit to Perform an Aerial Extermination, issued by the MECP. The pilots that the Contractor uses to operate the Aircraft must have valid Ontario Exterminator License (Aerial) during the Term of the Agreement. All persons who will be handling, mixing, loading and/or applying pesticides must hold valid Ontario Exterminator Licenses (Aerial) issued in accordance with the *Pesticides Act* during the Term of the Agreement, or be exempt in accordance with Ontario Regulation 63/09.

A copy of all licenses and certifications should be provided to the Technical Authority prior to contract award.

The Contractor must comply with the conditions of the exterminator licence. The following web link for the Ontario Ministry of the Environment, Conservation and Parks (MECP) provides information related to pesticide licences and permits: [www.ontario.ca/page/pesticide-licences-and-permits](http://www.ontario.ca/page/pesticide-licences-and-permits).

The Contractor is responsible for ensuring its staff who are providing The Deliverables are properly trained and supervised in accordance with the *Pesticides Act* and staff must be licensed by the MECP to handle and apply the herbicide in accordance with the *Pesticides Act*. The Contractor will provide all necessary equipment for the safe and approved storage, handling, loading, dispersal of the herbicide and any clean-up of residues or spills which should be avoided at all costs. The Contractor is also responsible for adhering to conditions of the MECP permit, the Terms and Conditions of the SARA permits, and label conditions (Appendix A1 to Annex A and Appendix A2 to Annex A) that have been prescribed by Health Canada's Pest Management Regulatory Agency for the Emergency Registration. The Contractor must ensure sufficient security measures are taken to meet or exceed all requirements of the *Pesticides Act* and Ontario Regulation 63/09. CWS-ON will not be responsible for managing the pesticides or their

security. The Contractor must supply all security services for the project including, but not limited to base of operation(s) and pesticide storage facilities.

**Note:** Applicators using this product will be required to complete a Roundup® Custom herbicide aerial application training course provided by Bayer CropScience in advance of the start date of the application. Proof of completion must be provided to the Technical Authority five (5) business days in advance of the start of the application.

The Contractor must conduct the spray treatment with appropriate delivery systems, herbicide handling systems, and qualified and licensed personnel.

CWS-ON will manage all notifications and public communications, per the established Project Notification Plan. The Contractor must provide the Technical Authority with at least 48 hours' notice before commencing any flight-related activities.

### **3.6. Security and Safety Plan**

A Safety and Security Plan must be submitted to CWS-ON within two days of contract award, for review and approval by the Technical Authority. It will be the responsibility of the Contractor to follow the procedures of the written security and safety plans and to ensure all its staff members are briefed and aware of the procedures. The Contractor must abide by any current regulations issued by ECCC-CWS, Transport Canada and the MECP with respect to aircraft and herbicide safeguarding and security.

The objective of the Security and Safety Plan is to ensure that all operations are conducted in a safe manner and the Contractor adheres to all applicable laws, regulations and procedures.

The Security and Safety Plan must include:

1. A list of all staff involved in the project, specifying those who are trained with First Aid;
2. Mixing, loading, fueling procedures;
3. Safe aircraft operations;
4. Safe handling of pesticides;
5. Plan for injury or medical emergency of workers or bystanders;
6. Process to notify CWS-ON of the occurrence of all work-related health and safety incidents and Ministry of Labour and Canada Labour Law investigations or orders;
7. Appropriate emergency management procedures and response in the event of an accident or fire, including an emergency evacuation plan (Appendix C to Annex A).
8. Contact list in case of emergencies (911, poison control);
9. Spill plan (including notification of spills hotline);
10. Plan for downed aircraft and potential extraction event requirement;
11. Fire plan;
12. Environmental protection plan (water, soil and air), including measures to be implemented in case of inadvertent herbicide overspray or spillage;
13. Plan for communication between Aircraft, ground crews and Ministry staff;
14. Security of aircraft, equipment, fuel, pesticides
15. Security of mix-load site access
16. Security of spray areas (access restrictions)

### **3.7 Contractor Provided Equipment and Labour**

The Contractor must provide all equipment, materials (with the exception of herbicide and Aquasurf), personnel and services required for The Deliverables to be provided in accordance with the Contract. This includes, but is not limited to

- a qualified pilot, per the herbicide label requirements and other requirements listed in the Contract

- a qualified spotter
- a ground crew and a GIS technician capable of creating, understanding and uploading shapefiles (.shp, including any necessary conversation steps for shapefile to KML and KML to shapefile) and all equipment necessary to safely and effectively execute the aerial herbicide application outlined in the Contract.

The Technical Authority must approve the Contractor's detailed description of the mix and load set-up and Security and Safety plan, which shall demonstrate capacity to meet the herbicide safety and label requirements. The Technical Authority and Contractor must finalize mix load set-up within two (2) days of contract award.

The Contractor will ensure that aircraft is equipped with all appropriate herbicide application equipment and must be noted in the Contractor's Aircraft and Supporting Equipment Information Sheet.

The Contractor must comply with any current regulations issued by the Ministry, Transport Canada and the MECP with regard to aircraft and herbicide safeguarding and security.

The named Primary Pilot and Alternative Pilot/s as set out in the Contractor's Pilot Information Sheet must be the Primary Pilot and Alternative Pilot/s that the Contractor uses to operate the Aircraft throughout the course of the Contract. There will be no replacement or substitution of the named Primary Pilot and Alternative Pilot/s without written consent and approval by the Technical Authority prior to the commencement of any work whatsoever during the Contract.

Each aircraft that applies herbicide must be equipped with a Global Positioning System (GPS) capable of accurately logging application swaths. Hardware and software technical support must be present at each base of operations to prevent any unnecessary delays, to evaluate application in real-time, and to address any issues or concerns. The Contractor must provide Technical Authority with a polygon (.kml or .shp) of the area(s) treated each day, within 12 hours of stopping work. The required equipment and services are:

- a) Real-Time Differential correction coverage.
- b) Loading and downloading data on the GPS unit, and operating the post-processing software in accordance to the requirements of this Statement of Work.
- c) No later than 10 days before the commencement of each year of work, the Contractor must upload, to the on-board navigation system, the treatment shapefiles provided by CWS-ON. The Contractor must ensure that the on-board mapping has been accurately uploaded. Evidence of accurate upload must be provided to CWS-ON, either through screenshots or mapping.
- d) The navigational guidance equipment must be capable of accurately guiding the aircraft along parallel lines (swaths), equal to the assigned swath width of the application aircraft, in the blocks designated by CWS-ON. Aircraft swath width will be determined during the calibration and pattern check with CWS-ON staff prior to applications. The system must be sufficiently sensitive to provide deviation indications and sufficiently accurate to keep the aircraft on the desired path.
- e) Capability to identify no-spray or exclusion blocks inside a spray block. Capability to mark a position during application and return to exact point application stopped.
- f) Capability to select any swath line(s) number for re-spray.
- g) Full logged daily spray records include position, time, speed, track, application on/off, and pilot name, and aircraft number.

- h) Daily download of treated area polygons (.KML or .SHP) and review against the provided treatment polygons to ensure accurate application. These are to be shared with Technical Authority at the end of each treatment day. The Contractor must work co-operatively with CWS-ON assigned GIS Data Technician(s), as identified by the Technical Authority, to ensure seamless transfer of the information.
- i) Calibration - The spray aircraft must be properly calibrated for the herbicide and rate of application specified. The calibration will be confirmed by CWS-ON staff, as identified by the Technical Authority, 24 hours prior to the start of operations.
- j) Aircraft must be equipped with emitters (nozzles) capable of consistently producing droplets in the coarse (VMD 400-600 microns) to very coarse (VMD 600-1000 microns) range at a total application rate of 70 Litres per Hectare. Due to the potential for production of small droplets, aircraft equipped with flat fan nozzles or hollow cone nozzles will not be permitted.
- k) On-site test run - the Contractor must execute a test run using the on-board treatment mapping. The spray mapping must then be downloaded on-site and compared to the planned mapping, to ensure accurate, on-target application. Herbicide application will only proceed when test run data has been verified by the Technical Authority.
- l) The Contractor must provide a qualified and approved spotter, who will be present during all flights and will continuously monitor the flight path and spray areas, to ensure accurate herbicide application.
- m) Aircraft must be in good working order and regular scheduled maintenance should not affect operational spray times as indicated.
- n) Aircraft must be equipped with a boom that is no greater than 65% of rotor span.
- o) The Contractor is responsible for providing air to air and air to ground communications between Aircraft and Contractor ground personnel.
- p) The Contractor is responsible to enact its safety and emergency response plan in all cases of spills, lost aircraft

**NOTE:** The delivery of some or all of the deliverables will be subject to federal and provincial COVID-19 orders, directives and policies in place at the time and may be delayed or cancelled with prior written agreement with ECCC. Likewise, the contractor will perform the work required in compliance with the more restrictive of any applicable Provincial or Federal COVID-19 related orders, directives or policies pertaining to workplaces and measures to prevent COVID-19 transmission in place at the time the work is to be done.

### 3.8 Aircraft and Aircrew Requirements

The Contractor must throughout the Term of the Contract:

- a.) Hold a valid Air Operator certificate issued by Transport Canada to operate in Canada;
- b.) Hold a valid CARs 702 certificate issued by Transport Canada for Aerial Work flying;
- c.) Comply with all Requirements of Law, including all applicable rules and regulations of Transport Canada.

### 3.9 CWS-ON Provided Equipment and Labour

The following equipment, personnel and labour will be provided by CWS-ON at no cost to the Contractor:

- Spray block coordinates
- Treatment area data in UTM and WG84/NAD83 datum.
- Final Project Area treatment maps no less than fifteen (15) days prior to scheduled start of spraying.
- Public notification and communications
- Assistance in completing the MECP permit application, if required

### **3.10 Weather Parameters**

The Technical Authority will consult with the Contractor to determine when weather conditions are acceptable for spraying operations to be conducted in accordance with the product label, and following good practice specific to aerial application as outlined in the National Aerial Pesticide Application Manual developed by the Federal/Provincial/Territorial Committee on Pest Management and Pesticides, taking into consideration wind velocity, wind direction, temperature inversion, relative humidity, forecasted precipitation, wet foliage, and application equipment and sprayer settings used for the application. The decision as to whether Aircraft should commence spraying or whether Aircraft should stop spraying is at the sole discretion of the Technical Authority. There is a requirement for the Contractor to be able to be flexible in timing of the application, based on appropriate weather parameters.

### **3.11 Communications Plan**

The Contractor will work with CWS-ON to coordinate fulfillment of MECP permit requirements for public notification.

The Contractor must review Appendix C to Annex A – Vendor Communication Safety Plan and use this form to report any aviation occurrence related to the delivery of these services.

### **3.12 Subcontracting of Herbicide Treatment**

The Contractor must not subcontract any component of the services described as The Deliverables without written authorization and approval by the Technical Authority. Subcontracting of any activities should be avoided where possible. All information regarding proposed/potential subcontracting should be disclosed in the submission.

### **3.13 Mandatory Meeting(s) and Debriefing**

The Contractor will participate in scheduled meetings with CWS-ON staff, as identified by the Technical Authority, to share information, refine details of the spray plan(s) and coordinate the treatment of the Project Area(s). The Contractor will also participate in a de-briefing session following completion of the program.

### **3.14 Final Report**



The Contractor will provide the Technical Authority with the following information for inclusion in the post treatment assessment report:

1. Shapefiles created from data automatically recorded at the time of pesticide application, showing the spray coverage, spray on/off points, flight path and application rate of all pesticide use;
  - a) all data will be referenced using the same spatial coordinate system as the treatment area shapefile provided by CWS-ON (UTM and WG84/NAD83).
2. Type and performance of equipment that was used, total litres of herbicide applied, total number of hectares treated;
3. Total hours of actual treatment time;
4. Air temperature, wind speed, wind direction, and other relevant environmental conditions during treatment;
5. Any other information specifically required as per the permits from the MECP; and,
6. Potential areas for improved treatment methods (lessons learned).
7. The 2022 project report shall also include a summary and evaluation of the project as a whole.

### 3.15 Aircraft Specifications and Pilot Requirements

The Aircraft proposed by the Contractor must be capable of completing The Deliverables listed in this Section, Section 3, Project Specifications.

The pilot must meet or exceed the requirements found in Section 7.2.4 of the Label (Appendix A1 to Annex A, Appendix A2 to Annex A). Any pilot who does not meet this minimum requirement will not be permitted to operate the aircraft for this project.

The designated approved spotter must have experience identifying Phragmites from a helicopter, while travelling 3 metres above the vegetation and at speeds of approximately 60 km/hr.

At no time will any other passenger be transported on the aircraft without the expressed permission of the Technical Authority and only during times where a passenger is acting as an essential crew to the project or for the purposes of positioning, depositioning and repositioning aircraft and not while performing any spraying activities.

The Air Operator must maintain a flight following program for the duration of the project which must be managed by a designated ground contact.

## 4. Milestones

<b>Schedule of Milestones</b>	
<b>Tasks and Deliverables</b>	<b>Due Date</b>
<b>Initial Contract Period – Contract Award to December 31, 2022</b>	
Submission of the Safety and Security Plan – to be reviewed and approved by the Technical Authority	Within two days of contract award
Submission of the Mix and Load Set-Up description – to be reviewed and approved by the Technical Authority	Within two days of contract award
Preliminary Meeting – attend a meeting to discuss the timeline and expectations	Shortly following contract award, at a time amendable to the Contractor and Technical Authority
Site Visit – the Contractor must visit the site prior to commencing work, to become familiar with: location of launch pad, access points, water supply, etc.	Prior to start of work

Permits and Licenses – ensure necessary permits and licenses are in place	Prior to start of work
Data review – attend a meeting to discuss data requirements and formatting	Shortly following contract award, at a time amendable to the Contractor and Technical Authority
Mapping – CWS-ON will provide the Contractor with updated Phragmites shapefiles for treatment, and the Contractor must review and ensure proper upload to GPS units	No later than August 15, 2021
Spray Equipment Calibration – to be reviewed and confirmed by CWS-ON staff	24 hrs. prior to flight
Test Run – the helicopter shall apply water to a subset of the delineated polygons and then download the treatment data, to confirm accurate application	To be completed at the start of work each day, and/or at each new site
Daily Log – Contractor to provide a daily flight log, as outlined in Section 3.4, Operating Expectation for Aerial Application	No more than 10 days after completion of all herbicide application
Treatment areas – provide georeferenced polygons of the treated areas as well as the flight path and spray on/off points	No more than 10 days after completion of all herbicide application
Annual Draft Report – submit a draft report for review and comment by the Technical Authority	November 30, 2021
Annual Final Report – submit a complete and final report, including all items listed in Section 3.14, Final Report.	December 31, 2021
Preliminary Meeting – attend a meeting to discuss the timeline and expectations	No later than July 1, 2022
Permits and Licenses – ensure necessary permits and licenses are in place	Prior to start of work
Mapping – CWS-ON will provide the Contractor with updated Phragmites shapefiles for treatment, and the Contractor must review and ensure proper upload to GPS units	No later than August 1, 2022
Spray Equipment Calibration – to be reviewed and confirmed by CWS-ON staff	24 hrs. prior to flight
Test Run – the helicopter shall apply water to a subset of the delineated polygons and then download the treatment data, to confirm accurate application	To be completed at the start of work each day, and/or at each new site
Daily Log – Contractor to provide a daily flight log, as outlined in Section 3.4, Operating Expectation for Aerial Application	No more than 10 days after completion of all herbicide application
Treatment areas – provide georeferenced polygons of the treated areas as well as the flight path and spray on/off points	No more than 10 days after completion of all herbicide application
Draft Report – submit a draft report for review and comment by the Technical Authority	November 30, 2022
Final Report – submit a complete and final report, including all items listed in Section 3.14, Final Report.	December 31, 2022
<b>Option Period One – January 1, 2023 to December 31, 2023</b>	
Preliminary Meeting – attend a meeting to discuss the timeline and expectations	No later than July 1, 2023

Permits and Licenses – ensure necessary permits and licenses are in place	Prior to start of work
Mapping – CWS-ON will provide the Contractor with updated Phragmites shapefiles for treatment, and the Contractor must review and ensure proper upload to GPS units	No later than August 1, 2023
Spray Equipment Calibration – to be reviewed and confirmed by CWS-ON staff	24 hrs. prior to flight
Test Run – the helicopter shall apply water to a subset of the delineated polygons and then download the treatment data, to confirm accurate application	To be completed at the start of work each day, and/or at each new site
Daily Log – Contractor to provide a daily flight log, as outlined in Section 3.4, Operating Expectation for Aerial Application	No more than 10 days after completion of all herbicide application
Treatment areas – provide georeferenced polygons of the treated areas as well as the flight path and spray on/off points	No more than 10 days after completion of all herbicide application
Draft Report – submit a draft report for review and comment by the Technical Authority	November 30, 2023
Final Report – submit a complete and final report, including all items listed in Section 3.14, Final Report.	December 31, 2023

APPENDIX A1 TO ANNEX A  
PMRA APPROVED ENG LABEL 2020 - 2552

GROUP	9	HERBICIDE
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Roundup® Custom For Aquatic and Terrestrial Use

Liquid Herbicide

**SOLUTION**

**RESTRICTED**

**FOR EMERGENCY USE ONLY  
FOR SALE AND USE IN THE COASTAL WETLAND AREAS OF RONDEAU PROVINCIAL PARK AND  
LONG POINT BAY AREA, ONTARIO FOR THE CONTROL OF *PHRAGMITES AUSTRALIS* (COMMON  
REED) FROM AUGUST 15, 2020 TO DECEMBER 31, 2020**



**CAUTION**

**POISON**

**WARNING - EYE AND SKIN IRRITANT**

**REGISTRATION NO. 32356 PEST CONTROL PRODUCTS ACT**

**ACTIVE INGREDIENT:** Glyphosate, 480 grams acid equivalent per litre, present as isopropylamine salt.

Water Soluble Herbicide for non-selective weed control

**READ THE LABEL AND ATTACHED BROCHURE BEFORE USING.**

**NET CONTENTS: 9.46 LITRES**

**BAYER CROPSCIENCE**  
Suite 200, 160 Quarry Park Blvd SE  
Calgary, AB T2C 3G3  
1-800-283-6847  
[www.cropscience.bayer.ca](http://www.cropscience.bayer.ca)

**1.0 PRODUCT DESCRIPTION**

Restricted use water soluble herbicide for the control of invasive common reed (*Phragmites australis*) in aquatic and terrestrial areas of Rondeau Provincial Park and the Long Point Bay area, Ontario.

This authorization is granted under *the Pest Control Products Act* and does not exempt the user from other legislative requirements such as those under the *Fisheries Act*.

## 2.0 EMERGENCY NUMBERS

**In case of an emergency involving this product**, call Bayer CropScience collect, day or night:

Accident/Spills/Medical Emergency ..... 1-800-334-7577

**Read NOTICE before buying or using. If NOTICE terms are not acceptable, return at once unopened.**

## 3.0 PRECAUTIONS

KEEP OUT OF REACH OF CHILDREN.

HARMFUL IF SWALLOWED.

HARMFUL IF INHALED.

CAUSES EYE AND SKIN IRRITATION.

Avoid contact with eyes, skin or clothing.

Avoid inhaling spray mist.

Wear a long-sleeved shirt and long pants during mixing, loading, application, clean-up and repair. In addition, wear goggles or a face shield and chemical-resistant gloves during mixing and loading, clean-up and repair. Wear chemical-resistant gloves when applying using handheld equipment.

## 3.1 FIRST AID

**If swallowed:** Call a poison control centre or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control centre or doctor. Do not give anything by mouth to an unconscious person.

**If on skin or clothing:** Take off contaminated clothing. Rinse skin immediately with plenty of water for 15–20 minutes. Call a poison control centre or doctor for treatment advice.

**If inhaled:** Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. Call a poison control centre or doctor for further treatment advice.

**If in eyes:** Hold eye open and rinse slowly and gently with water for 15–20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control centre or doctor for treatment advice.

Take container, label or product name and Pest Control Product Registration Number with you when seeking medical attention.

## 3.2 TOXICOLOGICAL INFORMATION

Treat symptomatically. Vomiting may cause aspiration pneumonia.

## 3.3 ENVIRONMENTAL HAZARDS

- **Toxic to aquatic plants and terrestrial plants.**

Damage to non-target plants can be expected from direct contact with spray or spray drift.

### WARNING:

- **AVOID SPRAY OR DRIFT CONTACT WITH NON-TARGET PLANTS GROWING IN WATER AND ON LAND.**
- **PROTECT ENDANGERED AND THREATENED PLANTS WHICH ARE PRESENT IN THE EMERGENCY USE AREAS AS SEVERE INJURY OR PERMANENT DESTRUCTION MAY RESULT.**

- **CONSULT WITH THE APPROPRIATE AGENCY TO DETERMINE REQUIREMENTS FOR CONSIDERATION UNDER THE FEDERAL SPECIES AT RISK ACT (CANADIAN WILDLIFE SERVICE AND FISHERIES AND OCEANS CANADA) AND THE PROVINCIAL ENDANGERED SPECIES ACT, 2007 (MINISTRY OF NATURAL RESOURCES & FORESTRY).**

Observe Spray Drift Management Recommendations as specified under “**Directions for Use**”.

Consult with your Provincial agency with primary responsibility for regulating pesticides before applying to public waters to determine if a permit is required.

DO NOT apply to any other plants, water body or wetland that is not part of the Phragmites control target areas.

### **3.4 PHYSICAL OR CHEMICAL HAZARDS**

Spray solutions of this product should be mixed, stored and applied only in stainless steel, aluminum, fibreglass, plastic and plastic-lined steel containers. **DO NOT MIX, STORE OR APPLY THIS PRODUCT OR SPRAY SOLUTIONS OF THIS PRODUCT IN GALVANIZED STEEL OR UNLINED STEEL (EXCEPT STAINLESS STEEL) CONTAINERS OR SPRAY TANKS.** This product or spray solutions of this product react with such containers and tanks to produce hydrogen gas which may form a highly combustible gas mixture. This gas mixture could flash or explode, causing serious personal injury, if ignited by open flame, spark, welder’s torch, lighted cigarette or other ignition source.

### **3.5 STORAGE**

Avoid contamination of seed, feed, and foodstuffs.  
Soak up small amounts of spill with absorbent clays.

### **3.6 DISPOSAL AND DECONTAMINATION**

DO NOT contaminate water by disposal of waste or cleaning of equipment.

#### **RECYCLABLE CONTAINERS:**

Do not reuse this container for any purpose. This is a recyclable container, and is to be disposed of at a container collection site. Contact your local distributor/dealer or municipality for the location of the nearest collection site. Before taking the container to the collection site:

- 1) Triple- or pressure-rinse the empty container. Add the rinsings to the spray mixture in the tank.
- 2) Make the empty, rinsed container unsuitable for further use.

If there is no container collection site in your area, dispose of the container in accordance with provincial requirements.

#### **RETURNABLE CONTAINERS:**

Do not reuse this container for any purpose. For disposal, this empty container may be returned to the point of purchase (distributor/dealer).

#### **REFILLABLE CONTAINERS:**

For disposal, this container may be returned to the point of purchase (distributor/dealer). It must be refilled by the distributor/dealer with the same product. Do not reuse this container for any other purpose.

For information on the disposal of unused, unwanted product, contact the manufacturer and the provincial regulatory agency. Contact the manufacturer and the provincial regulatory agency in case of a spill, and for the clean-up of spills.

**NOTICE TO USER:** This pest control product is to be used only in accordance with the directions on the label. It is an offence under the *Pest Control Products Act* to use this product in a way that is inconsistent with the directions on the label.

Roundup® is a registered trademark of Bayer Group. Used under license. ©2020 Bayer Group. All rights reserved.

## DIRECTIONS FOR USE

### 4.0 GENERAL INFORMATION

DO NOT apply this product using aerial spray equipment except under conditions as specified within this label.

*Roundup® Custom for Aquatic and Terrestrial Use* is to be used ONLY to control invasive common reed (*Phragmites australis*) in terrestrial and wetland areas of Rondeau Provincial Park and the Long Point Bay area in Ontario.

*Roundup® Custom for Aquatic and Terrestrial Use* contains glyphosate as the isopropylamine salt and is a water soluble liquid herbicide formulation to be applied with Aquasurf® Non-ionic Spray Adjuvant as a foliar spray for the control of Phragmites. *Roundup® Custom for Aquatic and Terrestrial Use* can harm all types of vegetation including grasses, conifers, broadleaf plants, shrubs and trees and others.

This herbicide moves through the plant from the point of foliage contact and into the root system. Visible effects on most perennial weeds including Phragmites may not occur until 7 to 10 days. Extremely cool or cloudy weather at treatment time may slow down activity of this product and delay visual effects of control. Visible effects are a gradual wilting and yellowing of the plant which advances to complete browning of above ground growth and deterioration of underground plant parts.

Best control of Phragmites is obtained when treatment is made at late growth stages approaching maturity.

Always use the higher rate of this product per hectare within the recommended range when Phragmites growth is heavy or dense. Reduced results may also occur when treating Phragmites heavily covered with dust.

Do not apply if rainfall is forecast for 12 hours after application. Rainfall occurring within 60 minutes of treatment may result in reduced weed control. Heavy rainfall immediately after application may wash the chemical off the foliage.

DO NOT mix with any surfactant, pesticide, herbicide oils or any other material other than water unless specified in this booklet. For best results, spray coverage should be uniform and complete. DO NOT spray weed foliage to the point of run-off.

### 4.1 PRECAUTIONS

**AVOID** allowing the herbicide solution to mist, drip, drift or splash onto desirable vegetation since minute quantities of this product can cause severe damage or destruction to non-target plants where treatment was not intended.

**APPLY THESE SPRAY SOLUTIONS IN PROPERLY MAINTAINED AND CALIBRATED EQUIPMENT CAPABLE OF DELIVERING DESIRED VOLUMES.**

**REDUCED RESULTS MAY OCCUR IF WATER CONTAINING SOIL IS USED, SUCH AS WATER FROM PONDS AND UNLINED DITCHES.**

Clean sprayers and parts immediately after using this product by thoroughly flushing with water. Do not contaminate water sources by disposal of wastes or cleaning of equipment.

DO NOT use human flaggers.

Apply only when the potential for drift to areas of human habitation or areas of human activity such as houses, cottages, schools and recreational areas is minimal.

**NOTE:** Use of this product in any manner not consistent with this label may result in injury to persons, animals, or rare, threatened or endangered plant species, or other unintended consequences. Keep container closed to prevent spills and contamination.

#### 4.2 BUFFER ZONES AND SPRAY DRIFT MANAGEMENT

**Buffer Zones:** Use of *Roundup Custom for Aquatic and Terrestrial Use* to treat Phragmites in aquatic and terrestrial areas DO NOT require a Buffer Zone. Damage to non-target plants may be observed within a spray drift zone that is identified in the following table.

Method of Application	Damage to Non-target Plants May be Observed Within the Following Spray Drift Zones
Ground application	Within 5 metres of application site
High-pressure hydraulic sprayer	Within 45 metres of application site
Rotary wing application	Within 125 metres of application site

**MINIMIZE DRIFT BY USING THE BEST AVAILABLE PRACTICES FOR SPRAYING.** EXTREME CARE MUST BE USED WHEN APPLYING THIS PRODUCT TO REDUCE DRIFT TO NON-TARGET PLANTS.

The Risk Reduction Measures and Best Management Practices described in section 4.2.1 can mitigate potential exposure and adverse effects on non-target plants.

Ground application: Ground boom, backpack sprayer, handgun.

**DO NOT** apply during periods of dead calm. Avoid application when winds are gusty.

For applications made on a spray-to-wet basis, spray coverage should be uniform and complete. DO NOT apply to the point of runoff. DO NOT apply with spray droplets smaller than the American Society of Agricultural Engineers (ASAE) coarse classification.

High-pressure hydraulic sprayer:

**DO NOT** apply during periods of dead calm. Avoid application when winds are gusty.

DO NOT apply with spray droplets smaller than ASAE coarse classification.

Rotary wing aircraft application:

**DO NOT** apply with spray droplets smaller than the ASAE coarse classification.

Damage may be reduced by applying when wind speed is less than 16 km/h and using a spray height less than 3 metres above the Phragmites canopy.

Avoiding spray drift at the application site is the responsibility of the applicator. The interaction of many equipment- and weather-related factors determines the potential for spray drift. The applicator is responsible for considering all these factors when making decisions.



#### 4.2.1 RISK REDUCTION MEASURES AND BEST MANAGEMENT PRACTICES:

The following precautionary measures are recommended to reduce exposure and adverse effects on non-target plants:

- Use accurate mapping and GPS tools to pre-determine the exact locations of the target area to be treated and strict observance of these boundaries to prevent overlapping of spray swath as well to prevent off-target application.
- Subdivide treatment areas into small blocks to avoid spraying of non-target surface areas within and around targeted Phragmites stands.
- Avoid application to open water or wetland habitats beyond Phragmites stands.

To reduce spray drift:

- For high-pressure hydraulic sprayers, spray from the outside edge of Phragmites stands towards the inside of the cluster of Phragmites and away from non-target vegetation.
- Use low drift nozzles and pressure combinations which reduce drift.
- Apply during optimal weather conditions such as high humidity and moderate temperature.

#### 4.3 RESISTANCE-MANAGEMENT RECOMMENDATIONS

For resistance management, Roundup® Custom for Aquatic and Terrestrial Use, is a Group 9 herbicide. Any plant population may contain or develop plants naturally resistant to Roundup® Custom for Aquatic and Terrestrial Use and other Group 9 herbicides. The resistant biotypes may dominate the plant population if these herbicides are used repeatedly in the same site. Other resistance mechanisms that are not linked to site of action, but specific for individual chemicals, such as enhanced metabolism, may also exist. Appropriate resistance-management strategies should be followed.

To delay herbicide resistance:

- Monitor treated plant populations for resistance development.

For further information or to report suspected resistance, contact [Bayer](http://www.cropscience.bayer.ca) CropScience at 1-888-283-6847 or at [www.cropscience.bayer.ca](http://www.cropscience.bayer.ca).

## 5.0 MIXING AND APPLICATION

### 5.1 MIXING AND APPLICATION EQUIPMENT

#### MIXING WITH WATER

For rotary wing aircraft sprayers, fill the spray tank with one-half the required amount of water. Add the proper amount of herbicide (see section 7.0) and mix well before adding the remaining portion of water. Placing the filling hose below the surface of the liquid solution will prevent excessive foaming. Removing hose from tank immediately will avoid back siphoning into water source. Use of mechanical agitators may cause excessive foaming. Bypass lines should terminate at the bottom of the tank. Foaming of the spray solution can occur during mixing. To prevent or minimize foaming, mix gently, terminate by-pass and return lines at the bottom of the tank and, if necessary, add an appropriate anti-foam or defoaming agent to the spray solution. Add Aquasurf® Non-ionic Spray Adjuvant to the spray tank before completing the filling process (see section 5.2).

PERFORMANCE OF THIS PRODUCT CAN BE SIGNIFICANTLY REDUCED IF WATER CONTAINING SOIL SEDIMENT IS USED AS CARRIER. DO NOT MIX THIS PRODUCT WITH WATER FROM PONDS OR DITCHES THAT IS VISIBLY MUDDY OR MURKY.

Spray solutions of this product may be mixed, stored and applied using clean stainless steel, fibreglass, plastic or plastic-lined steel containers.

Eliminate any risk of siphoning the contents of the tank back into the carrier source while mixing. Use approved anti-back-siphoning devices where required by Provincial or local regulations.

A 50-mesh nozzle screen or line strainer on the spray equipment is adequate.

Clean sprayer parts promptly after using this product by thoroughly flushing with water.

For use in backpack sprayers, it is suggested that the proper amount of this herbicide be mixed with water in a larger container. Fill sprayer with the mixed solution.

## 5.2 SURFACTANT

Only Aquasurf® Non-ionic Spray Adjuvant is to be tank mixed with Roundup Custom For Aquatic and Terrestrial Use to control Phragmites.

Read and follow all precautionary statements and directions for use on the surfactant label.

**Always refer to surfactant label for specific instructions regarding use of that product.**

All reference throughout this label to concentration of surfactant in the spray solution is on a percentage- of-volume basis. Refer to the table below to achieve the appropriate concentration of surfactant in the spray solution.

Desired Volume of Spray Solution	Amount of Surfactant to Achieve Indicated Concentration in Spray Solution (percent by volume)
0.5-1.0% solution	
1 litre	5-10 ml
10 litres	50-100 ml
20 litres	100-200 ml
30 litres	150-300 ml
100 litres	500-1000 ml

## 6.0 USES IN AQUATIC SITES/WETLANDS AND ADJACENT TERRESTRIAL HABITATS TO CONTROL PHRAGMITES.

**ALWAYS READ PRECAUTIONS, GENERAL INFORMATION AND MIXING AND APPLICATION SECTIONS (3.0, 4.0 AND 5.0) PRIOR TO SPECIFIC APPLICATION INFORMATION IN ANY LABEL SECTION.**

This product can be used to control Phragmites indicated on this label in non-crop areas such as wetlands and adjacent terrestrial habitats.

When applied as recommended under the conditions described, this product will control Phragmites in non-cropland areas.

## 6.1 AQUATIC SITES/WETLANDS

When applying spray solutions of this product in or near aquatic sites, use Aquasurf® Non-ionic Spray Adjuvant. See the “MIXING” and “SURFACTANT” sections of this label (sections 5.1 and 5.2) for more information on the use of surfactants with this product.

Before using this product to control Phragmites, read the following information carefully.

- This product does not control plants that are completely submerged or have a majority of their foliage under water.
- There is no restriction on the use of water for recreation or domestic purposes following direct application of this product to emerged aquatic plants.
- Application of this product to Phragmites in moving bodies of water must be made while traveling upstream to prevent concentration of this herbicide in the water.
- Minimize spraying into open water beyond the target plant Phragmites.
- DO NOT** apply this product to bodies of water where emerged Phragmites do not exist.
- DO NOT** apply this product to more than 25 percent of the total surface area of a closed body of water in one application.
- Do not use treated water for irrigation purposes following direct application of this product to emerged aquatic plants.

## 6.2 ADJACENT TERRESTRIAL HABITATS

This product may be used according to the directions-for-use described on this label to control Phragmites only.

This product requires the addition of Aquasurf® Non-ionic Spray Adjuvant to the spray solution. See the “SURFACTANT” section (section 5.2) of this label for more information on the use of surfactants with this product.

Unless otherwise directed, application of this product may be made according to the directions for use in the sections that follow on any of these sites using any method of application described on this label to control Phragmites as specified on label.

## 7.0 COMMON REED (*PHRAGMITES AUSTRALIS*) CONTROL

This product may be applied using the following equipment:

Ground application: Ground boom sprayer, backpack sprayer, high-pressure hydraulic sprayer, handgun.

Roundup® Custom for Aquatic and Terrestrial Use is NOT to be applied using hand-wicking or hand-daubing methods.

Aerial application: Rotary wing aircraft application (helicopter)

### 7.1 GROUND APPLICATION

Apply 5.26 - 8.77 litres of this product per hectare in a minimum spray volume of 100L/ha as a broadcast application.

When applied as recommended under the conditions described, this product will control the perennial weeds listed in the following table.

WEED	APPLICATION			COMMENTS
	GROWTH STAGE	RATE (L/ha)	WATER VOLUME (L/ha)	
Common reed	Apply when actively growing, or to regrowth after burning or mowing.	5.26 – 8.77	Min. of 100	<ul style="list-style-type: none"> <li>For enhanced results, treat in late summer or early fall when plants are actively growing and in full bloom. Treatment before or after this stage may lead to reduced control. Visual control symptoms will be slow to develop.</li> </ul>

- Aquasurf® Non-ionic Spray Adjuvant should be added at 0.5 L to 1.0 L per 100 L of clean water (0.5 – 1.0% v/v).
- For large monocultures of common reed, work from the periphery inward in successive years to allow competing vegetation to invade the treated area.
- A long-term control strategy should include measures to control both established plants and seedlings. Sprayed areas should be monitored to determine the appropriate follow-up management. Desirable native plant communities will then have a chance to become re-established.

## 7.2 AERIAL APPLICATION

### RESTRICTED USES

**NATURE OF RESTRICTION:** This product is to be used only in the manner authorized. For use only by aerial applicators and aerial application services approved by the provincial regulatory agency to apply this product with aerial application equipment. To qualify for consideration of provincial approval, the following requirements must be demonstrated to the provincial regulatory agency:

1. Aircraft used in the application of this product must have been configured and calibrated to acceptable standards at a recognized calibration (patterning) clinic within 24 months of the date of application. The spray system must not have been subjected to major changes (new nozzles, booms or configurations) since the calibration, and must meet critical drift management standards e.g. maximum boom width 65% of wing span; nozzle type, size and orientation to minimize drift and deliver droplet size VMD in the coarse (400 – 600 microns) or very coarse (600 – 1000 microns) range.
2. Aircraft used in the application of this product must carry a minimum of \$25,000 drift insurance in addition to any provincial requirements for general comprehensive insurance coverage.
3. Applicators using this product must have successfully completed a Roundup® Custom for Aquatic and Terrestrial Use Liquid Herbicide aerial application training course provided by Bayer CropScience Inc.
4. Aerial application services applying this product must employ on staff at least one pilot applicator with at least 250 hours of actual aerial application time and a minimum of 100 hours within the last 24 month-period. All pilots who do not meet the minimum experience standard must work under the **direct daily supervision** of a qualified pilot.

Roundup® Custom for Aquatic and Terrestrial Use Liquid Herbicide may be applied with aerial application equipment for control of Phragmites.

**NOTICE TO USER:** This pest control product is to be used only in accordance with the directions on the label. It is an offence under the *Pest Control Products Act* to use this product in a way that is inconsistent with the directions on the label.

#### Directions for use

Apply only by helicopter which has been functionally and operationally calibrated for the atmospheric conditions of the area and the application rates and conditions of this label. Ensure that the maximum boom width does not exceed 65% of the wing span. Nozzle type, size and orientation must be configured to deliver a droplet size VMD in the coarse (400-600 microns) or very coarse (600-1000) range.

Label rates, conditions and precautions are product specific. Read and understand the entire label before opening this product. Apply only at the rate(s) recommended for aerial application on this label. Where no rate for aerial application appears for the specific use, this product cannot be applied by any type of aerial equipment.

Ensure uniform application. To avoid streaked, uneven or overlapped application, use appropriate marking devices, or equivalent electronic positioning systems (GPS). The use of spotter planes is recommended.

Thoroughly wash aircraft, especially landing gear, after each day of spraying to remove residues of this product accumulated during spraying or from spills. **PROLONGED EXPOSURE OF THIS PRODUCT TO UNCOATED STEEL SURFACES MAY RESULT IN CORROSION AND POSSIBLE FAILURE OF THE PART. LANDING GEAR IS MOST SUSCEPTIBLE.** The maintenance of an organic coating (paint) which meets aerospace specification MIL-C-38412 may prevent corrosion.

#### Use Precautions

Use only when meteorological conditions at the treatment site allow for complete and even target coverage. Apply only under conditions of good practice specific to aerial application as outlined in the *National Aerial Pesticide Application Manual*, developed by the Federal/Provincial/Territorial Committee on Pest Management and Pesticides.

**DO NOT** angle nozzles forward into the airstream and do not increase spray volume by increasing nozzle pressure.

#### *Operator Precautions*

**DO NOT** allow the pilot to mix chemicals to be loaded onto the aircraft. Loading of premixed chemicals with a closed system is permitted.

It is desirable that the pilot have communication capabilities at each treatment site at the time of application.

The field crew and the mixer/loaders must wear chemical resistant gloves, coveralls and goggles or face shield during mixing/loading, cleanup and repair. Follow the more stringent label precautions in cases where the operator precautions exceed generic label recommendations on the existing ground boom label.

All personnel on the job site must wash hands and face thoroughly before eating and drinking. Protective clothing, aircraft cockpit and vehicle cabs must be decontaminated regularly.

#### Product Specific Precautions

**Refer to Sections 6.1 Aquatic Sites/Wetlands & 6.2 Adjacent Terrestrial Habitats** for further application information.

Application of this product must meet and/or conform to the following:

Apply 5.26-8.77 litres of this product per hectare in a spray volume of 30-100 L/ha. Aquasurf® Non-ionic Spray Adjuvant should be added at 0.5 - 1.0% v/v, see section 5.2.

Spray Drift Management Recommendations: Refer to Directions for Use for a list of risk reduction measures and best management practices (section 4.2).

Apply this product from August 15, 2020 to December 31, 2020 and when Phragmites is still actively growing. Visual symptoms of control will be slow to develop.

**DO NOT** apply tank mixtures with any other product by aerial application.

## **8.0 LIMIT OF WARRANTY AND LIABILITY**

### **NOTE TO USER: READ THE FOLLOWING BEFORE USING THIS PRODUCT FOR THE INDICATED SPECIAL USE APPLICATIONS:**

Bayer CropScience ("Bayer") warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes set forth on the label when used in accordance with label directions under the conditions described therein. No other express warranty or implied warranty of fitness for a particular purposes or merchantability is made. Bayer makes no representation or warranty with respect to performance (efficacy) and/or crop tolerance (phytotoxicity) claims for this product when used per label directions. Accordingly, the Buyer and User assume all risks relating to this use. Buyer and all users shall promptly notify Bayer of any claims whether based in contract, negligence, strict liability, other tort or otherwise.

To the extent permitted by law, buyer and all users are responsible for any loss or damage from use or handling which results from conditions beyond the control of Bayer. Bayer does not warrant any product reformulated or repackaged from this product except in accordance with Bayer's stewardship requirements and with the express written permission from Bayer.

The exclusive remedy of the user or buyer, and the limit of the liability of Bayer for any and all losses, injuries or damages resulting from the use or handling of this product shall be the purchase price paid by the user or buyer for the quantity of this product involved, or, at the election of Bayer, the replacement of such quantity. In no event shall Bayer be liable for any incidental, consequential or special damages. Upon opening and using this product, buyer and all users are deemed to have accepted the terms of this limit of warranty and liability. If terms are not acceptable, return at once unopened.

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**APPENDIX A2 TO ANNEX A**  
**HERBICIDE LABEL ACKNOWLEDGEMENT**

**Please sign on final page and provide signature page only with submission.**

AGRICULTURAL

**AQUASURF®**

Non-ionic Spray Adjuvant

For use with Pest Control Products as labeled.

GUARANTEE: Surfactant Blend .....100%

Liquid



WARNING - POISON

EYE AND SKIN IRRITANT

READ THE LABEL BEFORE USING

KEEP OUT OF REACH OF CHILDREN

REGISTRATION NO. 32152 PEST CONTROL PRODUCTS ACT

NET CONTENTS: 1-1000 LITRES, Bulk

Norac Concepts Inc.  
PO Box 31097  
Guelph ON N1H 8K1  
(519) 821-3633

## NOTICE TO USER

This pest control product is to be used only in accordance with the directions on the label. It is an offence under the *Pest Control Products Act* to use this product in a way that is inconsistent with the directions on the label. The user assumes the risk to persons or property that arises from any such use of this product.

### FIRST AID

#### IF SWALLOWED:

Call a poison control centre or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control centre or doctor. Do not give anything by mouth to an unconscious person.

#### IF ON SKIN OR CLOTHING:

Take off contaminated clothing. Rinse skin immediately with plenty of water for 15–20 minutes. Call a poison control centre or doctor for treatment advice.

#### IF INHALED:

Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. Call a poison control centre or doctor for further treatment advice.

#### IF IN EYES:

Hold eye open and rinse slowly and gently with water for 15–20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control centre or doctor for treatment advice.

Take container, label or product name and Pest Control Product Registration Number with you when seeking medical attention.

## TOXICOLOGICAL INFORMATION

Treat symptomatically.

### PRECAUTIONS

KEEP OUT OF REACH OF CHILDREN. Harmful or fatal if swallowed. May be harmful if absorbed through the skin.

Avoid contact with skin and clothing. Severely irritating to the eye. DO NOT get in eyes. Severely irritating to the skin. DO NOT get on skin.

### HANDLING

During mixing, loading, application, spill clean up and sprayer clean-up, maintenance or repair, wear a long-sleeved shirt, long pants and chemical resistant gloves. Avoid contact with eyes, skin and clothing. Wash thoroughly with soap and water after handling. Avoid breathing spray mist. Store away from food or feed.

### RE-ENTRY

Workers should not enter treated fields within the period of re-entry time stated on the label of the pesticide applied in conjunction with AQUASURF NON-IONIC SPRAY ADJUVANT

### STORAGE

Store in a cool, dry and well-ventilated area. Keep in original container tightly closed in a safe place when not in use. Keep away from food, drink and animal feedstuffs.

### SPILL CLEANUP

Soak up spill with absorbent material (kitty litter, granular clay, soil) and collect into a waste container. Wash spill site with water after material pick-up and dispose with waste. See DISPOSAL statement below.



**DISPOSAL**

For information on disposal of unused, unwanted product, contact the manufacturer or the provincial regulatory agency. Contact the manufacturer and the provincial regulatory agency in case of a spill, and for clean up of spills.

**CONTAINER DISPOSAL****FOR DISPOSAL OF PLASTIC JUGS:**

Do not reuse this container for any purpose. This is a recyclable container, and is to be disposed of at a container collection site. Contact your local distributor/dealer or municipality for the location of the nearest collection site. Before taking the container to the collection site:

1. Triple- or pressure-rinse the empty container. Add the rinsings to the spray mixture in the tank. 2. Make the empty, rinsed container unsuitable for further use. If there is no container collection site in your area, dispose of the container in accordance with provincial requirements.

**FOR REFILLABLE CONTAINERS:**

For disposal, this container may be returned to the point of purchase (distributor/dealer). It must be refilled by the distributor/dealer with the same product. Do not use this container for any other purpose. If the container is not being refilled, refer to the section FOR DISPOSAL OF PLASTIC JUGS.

EMERGENCY TELEPHONE NUMBER: All hours, (613) 787-5620 ONLY for health and environmental information.

**DIRECTIONS FOR USE**

The rate of AQUASURF NON-IONIC SPRAY ADJUVANT is indicated for the control product spray mixtures or other uses listed below. Control product spray mixtures, their preparation and uses are to be derived from the individual labels for the control products.

Control Product Spray Mixture	Amount of AQUASURF NON-IONIC SPRAY ADJUVANT per litre of spray mixture	Remarks
ACTIVOL®	250 mL/1000 L	For use on sweet and sour cherries.
FALGRO® Tablet Plant Growth Regulator	250 mL/1000 L	For use on sour cherries.
FOLICUR 432 F FOLIAR FUNGICIDE	1.25 L/1000 L	Consult FOLICUR 432 product label for use.
PROLINE 480 SC FOLIAR FUNGICIDE	1.25 L/1000 L	PROLINE 480 SC should be thoroughly dispensed prior to the addition of AQUASURF NON-IONIC SPRAY ADJUVANT.
AMBUSH® 500EC, POUNCE 384 Insecticide®	300 mL/1000 L	For use on cole crops.
Everest 70 Water Dispersable Granular Herbicide	2.5 L/1000 L	For Use on Spring Wheat and Durum Wheat
Everest Solupak 70 DF	2.5 L/1000 L	For Use on Spring Wheat and Durum Wheat
REGLONE® DESICCANT, REWARD AQUATIC HERBICIDE	1 L/1000 L	Do not use AQUASURF NON-IONIC SPRAY ADJUVANT with REGLONE for corn spurry control. Do not use AQUASURF NON-IONIC SPRAY ADJUVANT with RELGONE for potato vine killing except as recommended for use in the prairie provinces with the 1.25L/ha rate of REGLONE.
PINNACLE TOSS-N-GO HERBICIDE, PINNACLE SG HERBICIDE, REFLEX® HERBICIDE, TELAR® HERBICIDE	1 L/1000 L	Add AQUASURF NON-IONIC SPRAY ADJUVANT as the last ingredient. FLAT-OUT antifoam agent may be required. Consult each product label for use.

ACCENT® 75 DF Herbicide, ALLY® Herbicide Dry Flowable 60%, ALLY Herbicide Toss-N-Go 60% Dry Flowable, Refine Extra 75DF Herbicide, Refine Extra 75 Toss-N-Go Herbicide, Refine SG, ELIM EP HERBICIDE 25% DRY FLOWABLE, ELIM EP 25 DF HERBICIDE, MUSTER® Herbicide, MUSTER Toss-N-Go Herbicide, PEAK 75WG HERBICIDE, CLASSIC® 25DF Herbicide, RELIANCE™ STS Toss-N-Go Herbicide, ESCORT® Herbicide, COMPAS 480EC EMULSIFIABLE SELECTIVE WEEDKILLER, BEACON® 75WG Herbicide, SUMMIT WG® Herbicide, CURTAILM® Herbicide, LONTREL® 360 Herbicide, PARDNER® Herbicide, Ultim 75 DF Herbicide, NUFARM KORIL 235 LIQUID HERBICIDE, CLEARVIEW HERBICIDE.	2 L/1000 L	Add AQUASURF NON-IONIC SPRAY ADJUVANT as the last ingredient. FLAT-OUT antifoam agent may be required. Consult each product label for use.
PURSUIT 240, PURSUIT HERBICIDE FOR SOYBEANS (AGRICULTURAL), PURSUIT HERBICIDE, PURSUIT 70 DG HERBICIDE, ODYSSEY® Water Dispersible Granular Herbicide, FIELDSTAR WDG HERBICIDE, FIELDSTAR WDG WSP HERBICIDE, DISTINCT HERBICIDE, DISTINCT WDG HERBICIDE, REFLEX + PURSUIT®, UPBEET® Herbicide Dry Flowable, VIPER Water Dispersible Granular Herbicide, AIM EC	2.5 L/1000 L	Add AQUASURF NON-IONIC SPRAY ADJUVANT as the last ingredient. Consult each product label for use information. For SIGNAL HERBICIDE, NUFARM CLODINAFOP HERBICIDE, MANA LADDER 240 EC HERBICIDE, MPOWER AURORA CLODINAFOP HERBICIDE, SLAM'R CLODINAFOP HERBICIDE, SLAM'R HERBICIDE, CADILLAC Bullwhip 240 EC Herbicide, apply the high rate of 290 mL/ha, with AQUASURF NON-IONIC SPRAY ADJUVANT at 0.32% v/v (3.2 L/1000 L) AQUASURF NON-IONIC SPRAY ADJUVANT.
HERBICIDE, SIGNAL HERBICIDE, NUFARM CLODINAFOP HERBICIDE, MANA LADDER 240 EC, MPOWER AURORA CLODINAFOP HERBICIDE, SLAM'R CLODINAFOP HERBICIDE, SLAM'R HERBICIDE, CADILLAC, SIMPLICITY HERBICIDE, OVERDRIVE HERBICIDE, BULLWHIP 240 EC HERBICIDE,		
HABITAT AQUA HERBICIDE SOLUTION	2.5 – 5.0 L/1,000 L	Consult Habitat Aqua Herbicide label for use rate.
ELEVATE® 50WDG Fungicide	200 mL/1000 L	For use on grapes

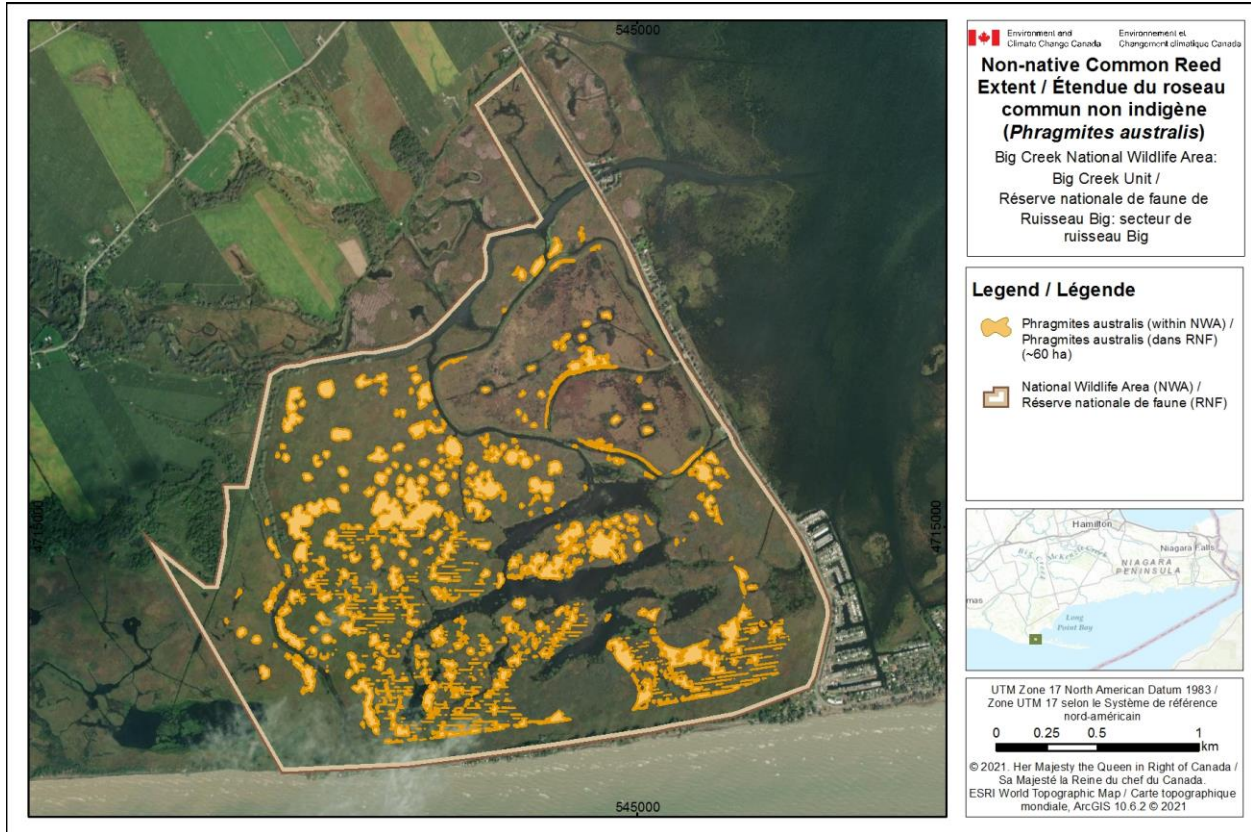


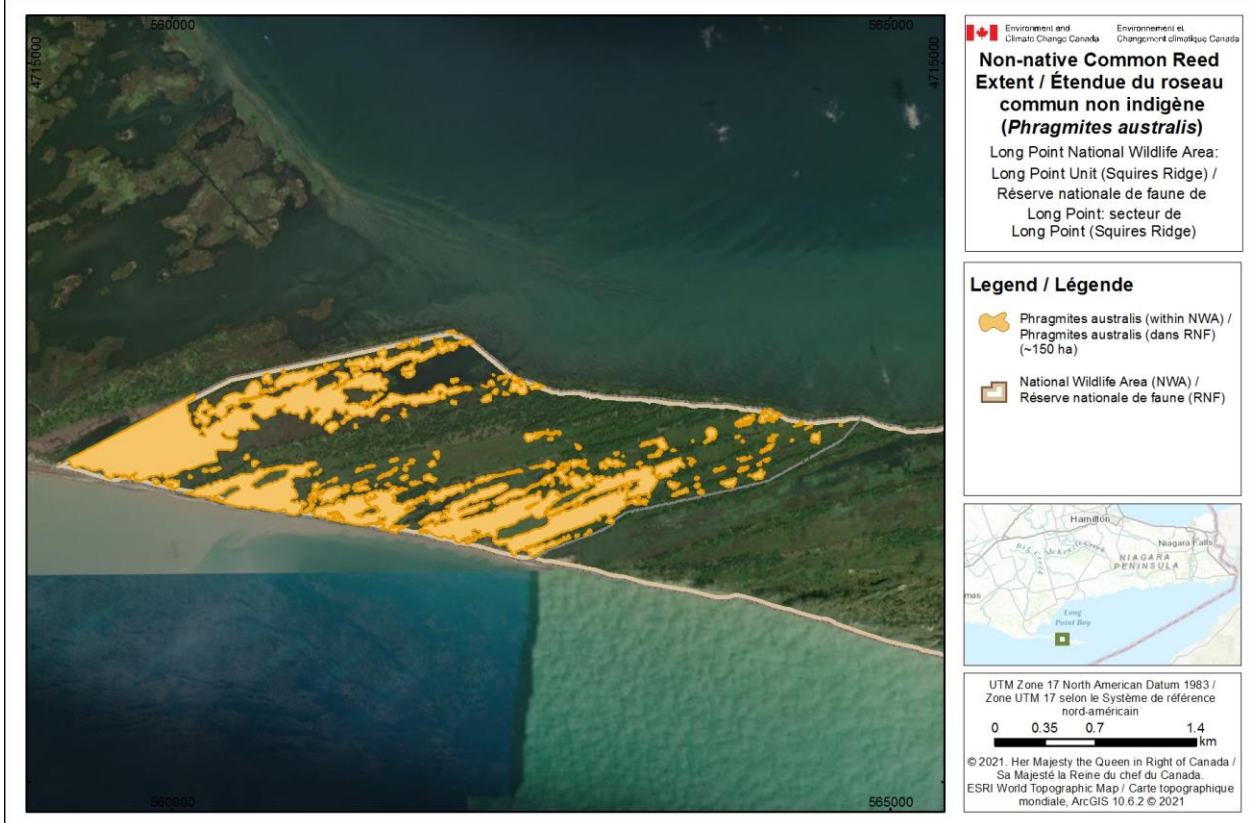
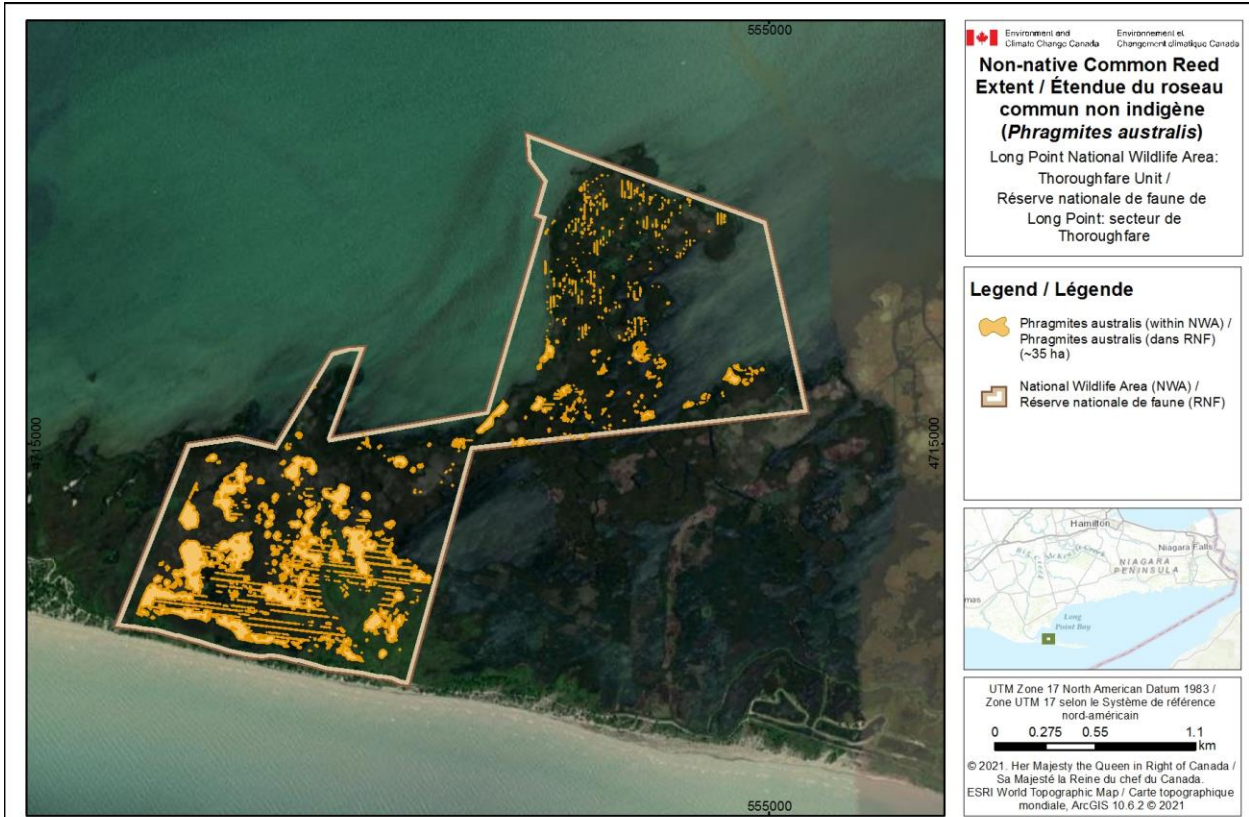
APPENDIX B TO ANNEX A

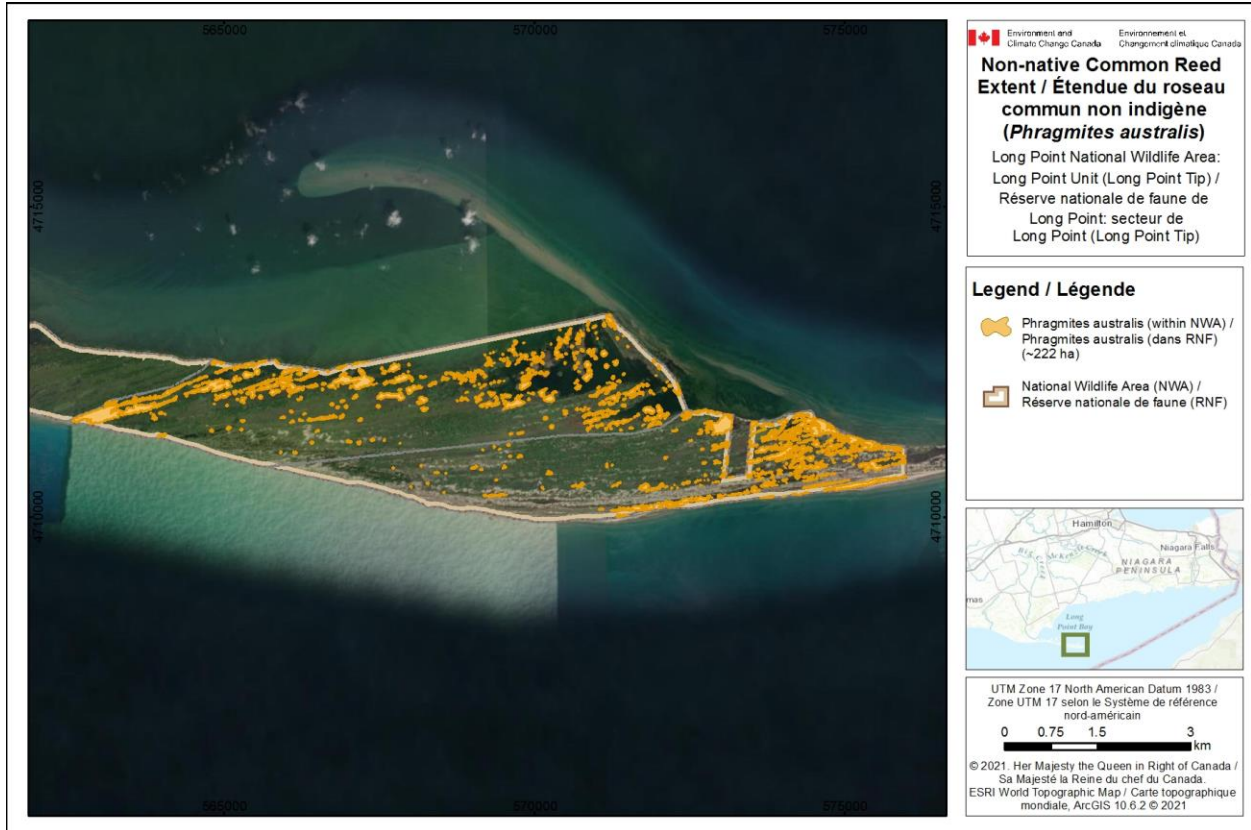
2021 and 2022 PHRAGMITES MANAGEMENT SITES

Rotary Wing Aircraft Services for Aerial Herbicide Spraying for the Management of Phragmites at Long Point

Maps to be updated and provided to contractor prior to commencement of work.







**APPENDIX C TO ANNEX A**  
**ONTARIO REGISTERED AIR OPERATOR SAFETY PLAN ANNEX – AVIATION OCCURRENCE**  
**COMMUNICATIONS PLAN**

Form must be completed prior to contract award.

ONTARIO REGISTERED AIR OPERATOR SAFETY PLAN ANNEX - AVIATION OCCURENCE COMMUNICATIONS PLAN																										
<b>SECTION A: PROJECT INFORMATION</b>		<b>Effective Dates (dd/mm/yyyy)</b>																								
		15/08/2021 to 15/10/2022																								
<b>ECCC Branch</b>	<b>CWS-ON Contacts</b>																									
Canadian Wildlife Service, Ontario Region (CWS-ON)	Heather Braun – Project Supervisor Work: 416-739-5827 Cell: 647-232-8495	Danny Bernard – Site Supervisor Work: 519-586-2839 Cell: 519-428-8703																								
<b>Project Name</b>																										
Rotary Wing Aircraft Services for Aerial Herbicide Spraying for the Management of Phragmites at Long Point																										
<b>Air Operator(s)</b>	<b>Contact Persons – Phone number</b>	<b>Aircraft Type(s)</b>																								
1.																										
2.																										
<b>SECTION B: AIR OPERATOR COMMUNICATION ACTION LIST</b>																										
<i>*Air Operator(s) are to complete these steps after all required emergency agencies have been alerted post accident / incident.</i>																										
<b>Step</b>	<b>Instructions</b>	<b>Notes</b>																								
1.	<p>Contact the CWS-ON Project Supervisor within 24 hours of an aviation accident or incident at 416-739-5827</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Information to Share</u></th> <th style="text-align: left;"><u>Answer</u></th> </tr> </thead> <tbody> <tr> <td>Company Name</td> <td></td> </tr> <tr> <td>Project Name</td> <td></td> </tr> <tr> <td>Aircraft Occurrence Details &amp; Location</td> <td></td> </tr> <tr> <td>Aircraft Occurrence Time</td> <td></td> </tr> <tr> <td>Authorities contacted</td> <td></td> </tr> <tr> <td>Authorities status</td> <td></td> </tr> <tr> <td>CWS-ON employee contacted</td> <td></td> </tr> <tr> <td>Aircraft type &amp; registration</td> <td></td> </tr> <tr> <td>Number Persons Onboard</td> <td></td> </tr> <tr> <td>Number Person Injured</td> <td></td> </tr> <tr> <td>Number of Persons Deceased</td> <td></td> </tr> </tbody> </table>	<u>Information to Share</u>	<u>Answer</u>	Company Name		Project Name		Aircraft Occurrence Details & Location		Aircraft Occurrence Time		Authorities contacted		Authorities status		CWS-ON employee contacted		Aircraft type & registration		Number Persons Onboard		Number Person Injured		Number of Persons Deceased		
<u>Information to Share</u>	<u>Answer</u>																									
Company Name																										
Project Name																										
Aircraft Occurrence Details & Location																										
Aircraft Occurrence Time																										
Authorities contacted																										
Authorities status																										
CWS-ON employee contacted																										
Aircraft type & registration																										
Number Persons Onboard																										
Number Person Injured																										
Number of Persons Deceased																										
2.	Email this form to CWS-ON: heather.braun@canada.ca																									
3.	Contact CWS-ON Contacts at phone numbers listed in Section A.																									
*	Form completed																									

**Instructions for Air Operator Safety Plan Annex**  
**Aviation Emergency Communications Plan**

- Within a maximum of 24 hours following an *aviation occurrence*, or as soon as possible after all initial emergency response measures are completed please follow the process outlined on the form. Essentially, contact CWS-ON Project Staff and relay the information on the form.
- *Aviation Occurrence* is by definition a reportable occurrence under Canadian Transportation Accident Investigation Safety Board Act (ref: AIM GEN 3.0). Please only report events via this process that meet that criteria.
- The process outlined on this form will ensure that during your project you will fulfill your obligations to meet the safety and communication requirements, as mutually agreed upon in your Contract.



**ANNEX B**  
**BASIS OF PAYMENT**

The Contractor will be paid as follows:

**Initial Contract Period – Contract Award to December 31, 2022**

<b>Schedule of Milestones</b>	
<b>Tasks and Deliverables</b>	<b>Percentage of Professional Fee</b>
Submission of the Safety and Security Plan – to be reviewed and approved by the Technical Authority	
Submission of the Mix and Load Set-Up description – to be reviewed and approved by the Technical Authority	
Preliminary Meeting – attend a meeting to discuss the timeline and expectations	
Site Visit – the Contractor must visit the site prior to commencing work, to become familiar with: location of launch pad, access points, water supply, etc.	
Permits and Licenses – ensure necessary permits and licenses are in place	
Data review – attend a meeting to discuss data requirements and formatting	
Mapping – CWS-ON will provide the Contractor with updated Phragmites shapefiles for treatment, and the Contractor must review and ensure proper upload to GPS units	
Spray Equipment Calibration – to be reviewed and confirmed by CWS-ON staff	
Test Run – the helicopter shall apply water to a subset of the delineated polygons and then download the treatment data, to confirm accurate application	
Daily Log – Contractor to provide a daily flight log, as outlined in Section 3.4, Operating Expectation for Aerial Application	
Treatment areas – provide georeferenced polygons of the treated areas as well as the flight path and spray on/off points	
Annual Draft Report – submit a draft report for review and comment by the Technical Authority	
Annual Final Report – submit a complete and final report, including all items listed in Section 3.6, Security and Safety Plan.	50%
Preliminary Meeting – attend a meeting to discuss the timeline and expectations	
Permits and Licenses – ensure necessary permits and licenses are in place	
Mapping – CWS-ON will provide the Contractor with updated Phragmites shapefiles for treatment, and the Contractor must review and ensure proper upload to GPS units	

Spray Equipment Calibration – to be reviewed and confirmed by CWS-ON staff	
Test Run – the helicopter shall apply water to a subset of the delineated polygons and then download the treatment data, to confirm accurate application	
Daily Log – Contractor to provide a daily flight log, as outlined in Section 3.4, Operating Expectation for Aerial Application	
Treatment areas – provide georeferenced polygons of the treated areas as well as the flight path and spray on/off points	
Draft Report – submit a draft report for review and comment by the Technical Authority	
Final Report – submit a complete and final report, including all items listed in Section 3.6, Security and Safety Plan.	50%
<b>Total Price for the Initial Contract Period (A)</b>	<b>\$ _____</b>

**Option Period One – January 1, 2023 to December 31, 2023**

<b>Schedule of Milestones</b>	
<b>Tasks and Deliverables</b>	<b>Percentage of Professional Fee</b>
Preliminary Meeting – attend a meeting to discuss the timeline and expectations	
Permits and Licenses – ensure necessary permits and licenses are in place	
Mapping – CWS-ON will provide the Contractor with updated Phragmites shapefiles for treatment, and the Contractor must review and ensure proper upload to GPS units	
Spray Equipment Calibration – to be reviewed and confirmed by CWS-ON staff	
Test Run – the helicopter shall apply water to a subset of the delineated polygons and then download the treatment data, to confirm accurate application	
Daily Log – Contractor to provide a daily flight log, as outlined in Section 3.4, Operating Expectation for Aerial Application	
Treatment areas – provide georeferenced polygons of the treated areas as well as the flight path and spray on/off points	
Draft Report – submit a draft report for review and comment by the Technical Authority	
Final Report – submit a complete and final report, including all items listed in Section 3.6, Security and Safety Plan.	100%
<b>Total Price for Option Period One (B)</b>	<b>\$ _____</b>

**Total Proposal Price (A) + (B)** \$ \_\_\_\_\_

**Applicable Taxes** \$ \_\_\_\_\_

**Total Price (Including Applicable Taxes)** \$ \_\_\_\_\_

The following table should be completed by the Bidder and is intended for information purposes only. In the event that, due to unforeseen or uncontrollable circumstances, only a portion of the work is completed over the course of the Contract, the Contractor will be paid based on the amounts outlined in this table, up to the max Contract amount.

Where no price applies, state "0" or "nil"

<b>Air Operator Name</b>		
<b>Aircraft Make, Model &amp; Registration</b>		
<b>Aircraft Positioning/Depositioning Location(s)</b>		
<b><u>Item</u></b>		<b>Flat Rate <u>Per Year</u></b>
<b>1</b>	Positioning/Depositioning from Air Operator's Home Base Location to Designated Project Staging Area	\$ _____
<b><u>Item</u></b>		<b>Flat Rate <u>Per Year</u></b>
<b>2</b>	Repositioning from one site to another	\$ _____
<b><u>Item</u></b>		<b>Rate Per Hectare</b>
<b>3</b>	Price Per Hectare (For Application Area At 70L/Ha)	\$ _____
<b><u>Item</u></b>		<b>Daily Rate</b>
<b>4</b>	Daily Cost for 1 Crew, Aircraft and Support Equipment	\$ _____
<b><u>Item</u></b>		<b>Daily Rate</b>
<b>5</b>	Daily Rate for Weather Days	\$ _____

**ANNEX C**

**INSURANCE REQUIREMENT**

**Commercial General Liability Insurance (2018-06-21)**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**Aircraft Charter Insurance (2018-06-21)**

1. The Contractor must not provide a domestic or international aircraft charter service to Canada unless, for every incident related to the Contractor's operation of that service, it has:
  - a. liability insurance covering risks of injury to or death of passengers in an amount that is not less than the amount determined by multiplying \$300,000 by the number of passenger seats on board the aircraft engaged in the service, or in accordance with the applicable regulations, whichever is greater;
  - b. in addition to passenger liability limits in (a) above, insurance covering risks of public liability in an amount that is not less than:
    - i. \$1,000,000, where the maximum permissible take-off weight of the aircraft less than 3,402 kg (7,500 pounds);
    - ii. \$2,000,000, where the maximum permissible take-off weight of the aircraft is between 3,402 kg (7,500 pounds) and 8,165kg (18,000 pounds); and,
    - iii. \$2,000,000 plus an amount determined by multiplying \$68 by the number of kilograms by which the maximum permissible take-off weight of the aircraft exceeds 8,165 kg (18,000 pounds), where the maximum permissible take-off weight of the aircraft is over 8,165 kg.
2. The insurance coverage required by subsection 1.(a) does not need to extend to any passenger who is an employee of the Contractor if workers' compensation legislation governing a claim for damages against that Contractor by the employee is applicable.
3. The Contractor's insurance must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - c. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual obligations.
  - e. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by

registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario, K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.