



<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> Ground herbicide treatment of non-native <i>Phragmites australis</i> at the Big Creek and Long Point National Wildlife Areas</p>		
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> 5000058335</p>		
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> 2021-07-16</p>		
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b>  at – à 3:00 P.M. on – le 2021-08-11</p>	<p><b>Time Zone – Fuseau horaire</b>  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@ec.gc.ca">heidi.noble@ec.gc.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>			

**TABLE OF CONTENTS**

**PART 1 – INFORMATION**

1. Security Requirement
2. Statement of Work
3. Debriefings

**PART 2 – BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former public servants – Competitive Bid
4. Enquiries – Bid Solicitation
5. Applicable Laws
6. Basis for Canada's Ownership of Intellectual Property

**PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

**PART 5 – CERTIFICATIONS**

1. Certifications Required Precedent to Contract Award

**PART 6 - RESULTING CONTRACT CLAUSES**

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents
12. Insurance Requirements

**List of Annexes:**

- |         |                        |
|---------|------------------------|
| Annex A | Statement of Work      |
| Annex B | Basis of Payment       |
| Annex C | Insurance Requirements |

**Title: Ground herbicide treatment of non-native *Phragmites australis* at the Big Creek and Long Point National Wildlife Areas**

**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 (2019-03-04) 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 seven (7) 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: 5000058335

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 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 the Northwest Territories;
  - (ii) travel between the successful bidder's place of business and the Northwest Territories; 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**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

**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 52 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. \$93,000.00 for Option Period One – January 1, 2022 to December 31, 2023 applicable taxes extra, including, 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 52 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

<b>Mandatory Technical Criteria</b>		
Evaluation Criteria	Indicate Yes/No	Cross Reference to Proposal
<b>Corporate Experience</b>		
<p>M1: The Bidder must demonstrate that it has completed 2 projects within the past 5 years conducting ground herbicide application using a hydraulic sprayer by providing a description of the number of applications completed and the number of hectares treated.</p> <p>In order to demonstrate this experience, the Bidder must complete Attachment 2 to Part 4, the Bidder's Experience Table.</p>		
<b>Proposed Resources' Experience</b>		
<p>M2: The Bidder must demonstrate that each Proposed Resource has completed 2 projects within the past 5 years conducting ground herbicide application using a hydraulic sprayer by providing a description of the number of applications completed and the number of hectares treated.</p> <p>In order to demonstrate this experience, the Bidder must complete Attachment 3 to Part 4, the Proposed Resource's Experience Table.</p>		

Point Rated Technical Criteria		
Evaluation Criteria	Maximum Score	Score
<p><b>Experience of the Bidder</b></p> <p><b>The Bidder should complete the Bidder’s Experience Table found at Attachment 2 to Part 4 for R1 to R5.</b></p> <p>R1: Experience of the Bidder working with herbicides</p> <ul style="list-style-type: none"> <li>The Bidder has &gt; 5 years of experience mixing and applying herbicides (5 points)</li> <li>The Bidder has &gt;2-5 years of experience mixing and applying herbicides (3 points)</li> <li>The Bidder has 1-2 years of experience mixing and applying herbicides (1 points)</li> </ul> <p>*Where 1 year is defined as a single season of fieldwork occurring within a 12-month period, but not necessary extending over the full 12 months.</p>	5	
<p>R2: Experience of the Bidder working with glyphosate-based herbicides</p> <ul style="list-style-type: none"> <li>The Bidder has experience mixing and applying glyphosate-based herbicides (5 points)</li> <li>The Bidder does not have experience mixing and applying glyphosate-based herbicides, or insufficient experience described (0 point)</li> </ul> <p>*Where experience is defined as 5 or more projects completed at any point in the past 10 years.</p>	5	
<p>R3: Experience of the Bidder working with imazapyr-based herbicides</p> <ul style="list-style-type: none"> <li>The Bidder has experience mixing and applying imazapyr-based herbicides (5 points)</li> <li>The Bidder does not have experience mixing and applying imazapyr -based herbicides, or insufficient experience described (0 point)</li> </ul> <p>*Where experience is defined as 5 or more projects completed at any point in the past 10 years.</p>	5	
<p>R4: Experience of the Bidder working within the Long Point Region, Norfolk County, ON, or within other coastal wetlands in Southern Ontario</p> <ul style="list-style-type: none"> <li>The Bidder has worked within the Long Point Region (5 points)</li> <li>The Bidder has experience working in other coastal wetlands in Southern Ontario (2.5 points)</li> <li>The Bidder has no previous experience working within the Long Point Region or other coastal wetlands in Southern Ontario (0 points)</li> </ul> <p>*Where experience is defined as 2 or more projects completed at any point in the past 5 years.</p>	5	

<p>R5: Experience of the Bidder working with equipment outlined in Section 3.7 of Annex A</p> <ul style="list-style-type: none"> <li>The Bidder has experience applying herbicide over wetland habitats for the management of <i>Phragmites</i> using a hydraulic sprayer and hose affixed to an amphibious tracked vehicle (for ex. Marsh Master), and a hydraulic backpack sprayer (10 points)</li> <li>The Bidder does not have experience applying herbicide over wetland habitats for the management of <i>Phragmites</i> using a hydraulic sprayer and hose affixed to an amphibious tracked vehicle (for ex. Marsh Master), and a hydraulic backpack sprayer, but does have experience using this equipment to apply herbicide in areas other than sensitive wetland habitats (5 points)</li> </ul> <p>*Where experience is defined as 2 or more projects completed at any point in the past 5 years</p>	10	
<p><b>Experience of the Proposed Resources – to receive points, the bidder should demonstrate experience of one of the Proposed Resources; the experience of multiple Proposed Resources cannot be combined within a single criterion.</b></p> <p><b>The Bidder should complete the Proposed Resource’s Experience Table found at Attachment 3 to Part 4 to demonstrate experience for R6 to R10.</b></p> <p>R6: Experience of the Propose Resource working with herbicides</p> <ul style="list-style-type: none"> <li>The Proposed Resource has &gt; 5 years of experience mixing and applying herbicides (5 points)</li> <li>The Proposed Resource has &gt;2-5 years of experience mixing and applying herbicides (3 points)</li> <li>The Proposed Resource has 1-2 years of experience mixing and applying herbicides (1 point)</li> </ul> <p>*Where 1 year is defined as a single season of fieldwork occurring within a 12-month period, but not necessary extending over the full 12 months.</p>	5	
<p>R7: Experience of the Proposed Resources working with glyphosate-based herbicides</p> <ul style="list-style-type: none"> <li>The Proposed Resources have experience mixing and applying glyphosate-based herbicides (5 points)</li> <li>The Proposed Resources do not have experience mixing and applying glyphosate-based herbicides, or insufficient experience described (0 point)</li> </ul> <p>*Where experience is defined as 5 or more projects completed at any point within the past 10 years.</p>	5	
<p>R8: Experience of the Proposed Resources working with imazapyr-based herbicides</p>		

<ul style="list-style-type: none"> <li>The Proposed Resources have experience mixing and applying imazapyr -based herbicides (5 points)</li> <li>The Proposed Resources do not have experience mixing and applying imazapyr -based herbicides, or insufficient experience described (0 point)</li> </ul> <p>*Where experience is defined as 5 or more projects completed at any point within the past 10 years</p>	5	
<p>R9: Experience of the Proposed Resources working within the Long Point Region, Norfolk County, ON, or within other coastal wetlands in Southern Ontario</p> <ul style="list-style-type: none"> <li>The Proposed Resource has worked within the Long Point Region (5 points)</li> <li>The Proposed Resource has experience working in other coastal wetlands in Southern Ontario (2.5 points)</li> <li>The Proposed Resource has no previous experience working within the Long Point Region or other coastal wetlands in Southern Ontario (0 points)</li> </ul> <p>*Where experience is defined as 2 or more projects completed at any point in the past 5 years</p>	5	
<p>R10: Experience of the Proposed Resources working with equipment outlined in Section 3.7 of Annex A</p> <ul style="list-style-type: none"> <li>The Proposed Resource has experience applying herbicide over wetland habitats for the management of <i>Phragmites</i> using a hydraulic sprayer and hose affixed to an amphibious tracked vehicle (for ex. Marsh Master), and a hydraulic backpack sprayer (10 points)</li> <li>The Proposed Resource does not have experience applying herbicide over wetland habitats for the management of <i>Phragmites</i> using a hydraulic sprayer and hose affixed to an amphibious tracked vehicle (for ex. Marsh Master), and a hydraulic backpack sprayer, but does have experience using this equipment to apply herbicide in areas other than sensitive wetland habitats (5 points)</li> </ul> <p>*Where experience is defined as 2 or more projects completed at any point in the past 5 years.</p>	10	
<p><b>Proposed Treatment Approach</b></p> <p>R11: Proposed approach to avoid non-target impacts</p> <ul style="list-style-type: none"> <li>The proposed methodology and approach to be used meets the requirements to avoid non-target impacts to native plants, Species at Risk, and other sensitive areas (10 points)</li> <li>The proposed methodology, approach and equipment to be used is insufficient to avoid non-target impacts to native plants, Species at Risk, and other sensitive areas, or is missing entirely (0 point)</li> </ul>	10	

<p>R12: Risk reduction measures for herbicide application, as described in the product labels (Appendix A1 to Annex A, Appendix A2 to Annex A, and Appendix A3 to Annex A)</p> <ul style="list-style-type: none"><li>• The proposed methodology has incorporated all risk reduction methods outlined in the herbicide and surfactant labels (5 points)</li><li>• The proposed methodology has incorporated some of the risk reduction methods outlined in the herbicide and surfactant labels (2.5 points)</li><li>• The proposed methodology has not incorporated the risk reduction methods outlined in the herbicide and/or surfactant labels (0 point)</li></ul>	5	
<b>TOTAL SCORE:</b>	<b>75</b>	

**ATTACHMENT 2 TO PART 4  
 BIDDER'S EXPERIENCE TABLE**

**Bidder's Experience Table**

The Bidder must complete the following table to demonstrate its experience. Additional rows may be added as required.

<b>Bidder's Experience</b>		
Company Name:		List each applicable criterion
Project 1		
Client		
Start Date		
End Date		
Project Description:		
Project 2		
Client		
Start Date		
End Date		
Project Description:		



**ATTACHMENT 3 TO PART 4  
PROPOSED RESOURCE'S EXPERIENCE TABLE**

**Proposed Resource's Experience Table**

The Bidder must complete the following table for each of its proposed resources to demonstrate their experience.

Additional rows may be added as required.

<b>Proposed Resource's Experience</b>		
Proposed Resource's Name:		List each applicable criterion
Project 1		
Client		
Start Date		
End Date		
Project Description:		
Project 2		
Client		
Start Date		
End Date		
Project Description:		

## **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: \_\_\_\_\_

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: \_\_\_\_\_  
Organization: \_\_\_\_\_  
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: \_\_\_\_\_  
Organization: \_\_\_\_\_  
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 Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

## **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: Ground herbicide treatment of non-native *Phragmites australis* at the Big Creek and Long Point National Wildlife Areas****1. Background**

Environment and Climate Change Canada-Canadian Wildlife Service (ECCC-CWS) is responsible for the protection of species at risk (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. NWAs are managed to maintain the ecological integrity of the site for the benefit of migratory birds, SAR, and other wildlife of national importance and in accordance with the conservation objectives set out in its management plan.

Big Creek and Long Point NWAs are located within ECCC-CWS-Ontario Region's (CWS-ON) Long Point Walsingham Forest (LPWF) Priority Place, where the invasive species *Phragmites australis* (Phragmites) is highlighted as a primary threat. Management of Phragmites is necessary to sustain and improve habitat and populations of SAR, migratory birds, and resident flora and fauna.

Over the course of the project, CWS-ON plans to manage 90% of the Phragmites at the BCNWA and LPNWA. Management throughout the NWAs will take place in stages, and activities include herbicide application in the fall, followed by mowing, rolling and/or burning over the winter. The majority of Phragmites will be treated with herbicide aerially. Where Phragmites cannot be treated aerially (within buffer zones along the property line, and around SAR plants and tree lines), ground herbicide application via amphibious tracked vehicle, such as a Marsh Master, Jon boat or backpack will occur.

The purpose of this Contract is to execute the ground management of non-native Phragmites within the Big Creek NWA and Long Point NWA (Appendix B to Annex A), including both new treatment and retreatment of areas managed in 2020. Ground management will involve the application of herbicide (a.i. glyphosate or imazapyr) by hydraulic sprayer attached to an amphibious tracked vehicle, such as a Marsh Master or Jon Boat, and by backpacker sprayer, within the buffer zones (refer to Appendix B to Annex A for approximate Phragmites extent). Phragmites delineated for ground treatment will be mapped, and the maps and data will be provided by the Technical Authority to the Contractor prior to commencement of the Work.

The scope of work for this Contract includes the following:

- Transportation of herbicide from the storage facility at Tillsonburg, Ontario;
- Herbicide handling and mixing;
- Safe location for the storage of herbicide while not in use;
- Ground herbicide application via hydraulic sprayer attached to an amphibious tracked vehicle, such as a Marsh Master or Jon boat, and/or via backpack sprayer;
- Ground crew/support staff with previous experience managing Phragmites, using herbicide on wetland vegetation, identifying SAR, and working in similarly remote and sensitive environments.

The desired application period, weather permitting, is the first three weeks of September of each year. 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, Big Creek NWA or the Long Point NWA on Waterfowl Heritage Day (September 18, 2021, September 17, 2022, and September 16, 2023). Spraying activities will not be permitted beyond October 15 of each year.

**Note:** Implementation of the work outlined in this Contract is contingent upon the issuance of an annual Emergency Registration (ER) 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) **OR** the registration and availability of Habitat Aqua (a.i. imazapyr) for use over water by the PMRA. All work will be subject to the conditions prescribed by the PMRA's product labels. The ER application for the use of

RoundUp® Custom is the responsibility of ECCC-CWS. If the product is approved for use, 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 permit(s) from the Ontario Ministry of the Environment, Conservation and Parks (MECP) (see Section 3.5 of Annex A). 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 Contractor will provide an operations work plan, which will include plans for security, safety, and communications addressing the requirements for the project as outlined below (Section 3). The operations work plan must be submitted to CWS-ON no fewer than 15 days before the commencement of work, for review and approval by the Technical Authority. It will be the responsibility of the Contractor to follow the procedures of the written operations work plan and to ensure all its staff members are briefed and aware of the procedures.

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

## 2. Objective

CWS-ON requires ground management of up to 200 ha of non-native *Phragmites*, through the spraying of herbicide (Roundup Custom®, a.i. glyphosate or Habitat Aqua, a.i. imazapyr) at two National Wildlife Areas. Herbicide treatment will occur between August 15 and October 15 of each year. The annual data and reports will be submitted by December 31 of each year.

## 3. Scope of Work

### 3.1 Herbicide

CWS-ON is pursuing an ER for RoundUp® Custom for Aquatic & Terrestrial Use Liquid Herbicide (active ingredient glyphosate, present as isopropylamine salt), a product of Bayer CropScience. It is also possible that Habitat, an imazapyr-based herbicide, will be licensed and available for use over wetlands in Canada by August 2021. Therefore, there are two possible scenarios for treatment in 2021 and beyond. Both scenarios are contingent upon the approved use and availability of herbicide:

**Scenario 1: CWS-ON receives an ER for RoundUp Custom.** Ground-based herbicide application using Roundup Custom will occur; imazapyr will not be used. Ground herbicide application locations will be delineated, and treatment will occur following the schedule outlined in Table 1 and 2 of Annex A.

**Scenario 2: CWS-ON does not receive an ER for RoundUp Custom and imazapyr is licensed and available.** Ground-based herbicide application using imazapyr will occur; Roundup Custom will not be used. Ground herbicide application locations will be delineated, but fewer hectares of *Phragmites* will be treated per year than what is outlined in Tables 1 and 2 of Annex A. An updated treatment schedule will be provided to the Contractor upon Contract award.

The herbicide and surfactant required for the project will be provided by CWS-ON at no cost to the Contractor. The Contractor is responsible for all 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 will be available at the mixing/loading sites.

The herbicide and surfactant must be applied by a licensed applicator, at a rate within the range specified on the product label (Aquasurf surfactant: Appendix A1 to Annex A; RoundUp Custom: Appendix A2 to Annex A, Habitat Aqua: Appendix A3 to Annex A), to be determined in consultation with CWS-ON staff. The herbicides will be applied with Aquasurf Non-ionic Spray adjuvant (PCP Registration 32152.00), as per the product labels.

### 3.2 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 100 ha per year, or 200 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 of each year, as needed.

The project area is within the Hahn Marsh Unit and Big Creek Unit of the BCNWA, and the Thoroughfare Unit, Squire's Ridge and Long Point Tip 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. The Big Creek NWA is accessible by roadway, but all other sites within Long Point NWA are remote and can only be accessed by boat, ATV and track vehicle. Therefore, the Contractor should have experience working in remote environments, and must be capable of providing the equipment outlined in Section 3.7 of Annex A: Required Equipment and Technology. CWS-ON will work with the Contractor to establish routes for accessing each site. All treatment will occur on Federal land and herbicide must only be applied to non-native Phragmites.

**3.2.1** Site 1: The Big Creek Unit (BC) and Hahn Marsh Unit (HU) comprise the Big Creek NWA, a 771 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 55 of the 145 ha of Phragmites were treated by aerial and ground herbicide application. Approximately 87 ha of Phragmites remains within the Big Creek Unit, 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. The Hahn Marsh Unit contains treed areas, but these tend not to overlap with Phragmites patches.

**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.

**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 km 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. Treed ridges are scattered across SR, which will be buffered and treated by ground application.

**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 SR, which will be buffered and treated by ground application.

**Table 1.** The project areas to be treated at Big Creek and Long Point NWAs, and the approximate number of hectares of Phragmites to be treated by ground herbicide application. These numbers will be updated in summer of each year. The longitude and latitude of each wetland's centroid have been expressed in decimal degrees.

Site	Longitude	Latitude	Approximate Retreatment Area (ha)	Approximate New Treatment Area (ha)
<b>2021</b>				
BC	-80.4578	42.5861	< 5	< 20
HU	-80.5184	42.5781	< 2	0
TU	-80.3616	42.5807	< 5	< 10
SR	-80.238104	42.559656	0	< 40
<b>2022</b>				
BC	-80.4578	42.5861	< 5	0
TU	-80.3616	42.5807	< 5	0
SR	-80.238104	42.559656	< 5	0*
LP	-80.154034	42.546749	0	< 40

\*if work is not completed in SR in 2021 due to unforeseen delays (for ex. weather) and/or Habitat Aqua is used (see Scenario 2, Section 3.1), the Technical Authority may allow the Contractor to shift the remaining work to 2022. Similarly, work not completed in 2022 may be shifted to 2023, if CWS-ON pursues exercising Option Period One. These changes will be made at the discretion of the Technical Authority.

### 3.3 Timing

Ground herbicide application will occur between August 15 and October 15, 2021 and 2022, within the timing windows outlined in Table 2, and potentially will continue for an additional year in 2023. A third year of ground treatment will be contingent upon receipt of permits, availability of funding, and management efficacy. Therefore, this Contract will include an option year, enabling an extension if deemed appropriate.

CWS-ON will work with the Contractor to determine the application schedule. The information to develop the schedule will include weather restrictions, the availability and timing of herbicide delivery, creation of maps, and other limitations such as hunting or other use of public lands. If possible, herbicide treatment at all sites should be completed before the commencement of open season for waterfowl hunting. CWS-ON will work with the Contractor to coordinate pre-treatment arrangements and community outreach, and to obtain the permits/approvals required.

**Table 2.** Herbicide treatment window for each year of treatment: 2021 and 2022.

Treatment Year	New Treatment Sites	Retreatment Sites	Permitted Treatment Window	Preferred Treatment Window**
2021	BC, TU, SR	HU, BC, TU	August 15, 2021 – October 15, 2021	September 7 – 24, 2021
2022	LP (*SR)	BC, TU, 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) and/or Habitat Aqua is used (see Scenario 2, Section 3.1), the Technical Authority may allow the Contractor to shift the remaining work to 2022. Similarly, work not completed in 2022 may be shifted to 2023, if CWS-ON pursues exercising Option Period One. These changes will be made at the discretion of the Technical Authority.

\*\* excluding Waterfowl Heritage Day.

### 3.4 Operating Expectations

The Contractor must have access to the necessary equipment, as outlined in Section 3.7 of Annex A, Statement of Work. To complete the project, the Contractor and operators must possess and be capable of operating the following equipment: equipment able to spray solution (herbicide, surfactant and water) at a rate of 5.26-8.77 L/ha in a minimum spray volume of 100L/ha, GPS unit capable of tracking movements and logging SAR locations, and the post-processing software.

Over the course of the work, CWS-ON expects that the Contractor will maintain fully logged daily spray records, including position, time, speed, area treated, and operator name. These spray records will be submitted to CWS-ON upon completion of the Work. The Contractor must also collect GPS coordinates of any SAR, and record the species name and condition (dead, alive, injured, etc.). If a SAR individual is encountered while conducting herbicide application, the Contractor must create a 5m buffer around the

individual, within which only a backpack sprayer can be used. This is a condition of the CWS-ON SARA permit, which will be provided to the Contractor prior to the commencement of work (see Section 3.5 of Annex A). Further, the Contractor must collect GPS coordinates of any suspected native Phragmites (*Phragmites australis americanus*) encountered, as well as an estimate of patch size.

### **3.5 Permits and Licenses**

During the Term of the Contract, the herbicide applicator must hold a valid Ontario Pesticide Operator License issued in accordance with the *Pesticides Act*. The Contractor is required to obtain a permit to perform herbicide application from the Ontario Ministry of the Environment, Conservation and Parks (MECP) prior to commencing the Work. All persons who will be handling, mixing, loading and/or applying pesticides must hold a valid Ontario Exterminator License (land) issued in accordance with the *Pesticides Act* during the Term of the Contract, or be exempt in accordance with Ontario Regulation 63/09. A copy of all licenses and certifications should be provided prior to Contract award.

The following web link is for the Ontario Ministry of the Environment, Conservation and Parks (MECP) 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 must comply with the conditions of the exterminator licence.

The Contractor is responsible for ensuring all personnel providing The Deliverables (Section 5.0) are properly trained and supervised in accordance with the *Pesticides Act* and are licensed by the MECP to handle and apply the herbicide in accordance with the *Pesticides Act*. The Contractor is also responsible for adhering to conditions of the permit from the MECP, the terms and conditions outlined in the SARA permit, and label conditions (See Appendix A1 to Annex A and Appendix A2 to Annex A) that have been prescribed by the PMRA for the Emergency Registration.

The Contractor and all personnel involved in the herbicide application must either:

- 1) attend a training session on SAR amphibian and reptile and habitat identification prior to commencement of the Work. The training session will be run by a SAR reptile expert, who has worked extensively within the BC and LP NWAs. This session will be co-ordinated and facilitated by CWS-ON, at no cost to the Contractor, and at a mutually agreed upon time which accommodates both the Contractor and the trainer; or
- 2) achieve a score of at least 75% on a SAR amphibian and reptile and habitat identification test. The test is to be created, administered and graded by CWS-ON, at no cost to the Contractor. A score of at least 75% must be achieved prior to the commencement of work.

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

CWS-ON will provide the Contractor with the herbicide and surfactant product labels prior to the commencement of work (Appendix A1 to Annex A and Appendix A2 to Annex A, Habitat Aqua label TBD upon registration), which outline proper handling procedures, and a response plan and contact list in case of injury or emergency while on site. The Contractor is responsible for following procedures of the written security and safety plans and to ensure all its staff members are briefed and aware of the procedures. Further, the Contractor must abide by any current regulations issued by CWS-ON and the MECP regarding herbicide safeguarding and security. In addition, there must be at least one staff member with Standard First Aid with Level A CPR & AED certification on-site at all times. Confirmation of all personnel involved in the work and First Aid certification must be provided to the Technical Authority no later than 15 days before the commencement of work.

The Contractor will provide all necessary equipment for the safe and approved storage, handling, loading and dispersal of the herbicide and any clean-up of residues or spills, which should be avoided at all costs. The Contractor must ensure sufficient safety and security measures are taken which meets or exceeds all requirements of the labels (Appendix A1 to Annex A and Appendix A2 to Annex A), the *Pesticides Act* and Ontario Regulation 63/09. CWS-ON is not responsible for the pesticides, or their security, once they have departed the storage location.

### **3.7 Required Equipment and Technology**

The Contractor must provide all equipment, materials (except for herbicide and Aquasurf), personnel and services required for the treatment of the application areas. Necessary equipment includes:

- At least 2 amphibious tracked vehicles, such as a Marsh Master
- Jon boat(s), or similar small, lightweight boat(s) capable of navigating narrow, shallow waterways
- At least 2 hydraulic sprayers with 150m hose, capable of attachment to an amphibious tracked vehicle or boat
- Hydraulic backpack sprayer(s), for highly sensitive areas
- At least 1 GPS unit per sprayer, plus the necessary software and technician, capable of marking the locations of any SAR and native *Phragmites* encountered (if applicable), the track lines showing travel routes and the locations of areas sprayed, such that accurate shapefiles or geodatabase can be produced

CWS-ON will provide geospatial file(s) of the treatment sites prior to commencement of the Work, once *Phragmites* mapping has been updated. CWS-ON will work with the Contractor to establish the best format for the geospatial files (i.e., shapefile, geodatabase).

### **3.8 Weather Parameters**

The Technical Authority will consult with the Contractor to determine when weather conditions (wind, temperature, precipitation) are acceptable for spraying operations to be conducted, in accordance with the product label.

It is imperative that the Contractor be flexible in timing of the application due to weather contingencies and complete the Deliverables and Timelines, outlined in Section 4 of Annex A.

### **3.9 Annual Reports**

The annual reports, submitted to the Technical Authority no later than December 31 of each year following completion of treatment, must include the following information:

- Shapefile or geodatabase and related maps of areas treated, differentiating where each method was used, as well as the track lines showing travel routes
- Shapefile or geodatabase created from GPS locations of each SAR encountered during treatment, including metadata identifying the species and condition (alive, dead, injured, etc.)
- Shapefile or geodatabase created from GPS locations of any suspected native *Phragmites*, if found
- Type and performance of equipment that was used
- Total litres of herbicide and surfactant applied
- An estimate of the total number of hectares treated by herbicide
- Daily logged spray records, including time, vehicle speed, area treated, operator name, air temperature, wind speed and wind direction
- Any other information specifically required as per the permits
- Potential areas for improved treatment methods (lessons learned)

### **3.10 CWS-ON Provided Equipment and Labour**

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

- PMRA, CWA, DFO and SARA permits necessary to complete the activities described in this Statement of Work
- Final Project Area treatment maps or geospatial data no less than fifteen (15) days before scheduled start of spraying.
- Mandatory Species at Risk amphibian and reptile and habitat identification training and/or test.
- Herbicide (RoundUp Custom or Habitat Aqua, to be determined) and surfactant

No equipment will be provided by CWS-ON for conducting ground application of herbicides.

## 4. Schedule of Tasks and Deliverables

Schedule of Tasks and Deliverables		
Tasks and Deliverables	Due Date	Stage
<b>Initial Contract Period – Contract Award to December 31, 2022</b>		
2021 Preliminary Meeting – attend a meeting to discuss the timeline and expectations, as well as the data requirements and formatting	Shortly following Contract award, at a time amendable to the Contractor and Technical Authority	Project Planning
Permits and Licenses – ensure necessary permits are in place <ul style="list-style-type: none"> <li>• CWS-ON: SARA, DFO, CWA, PMRA</li> <li>• Contractor: MECP, Pesticide Operator</li> </ul>	Prior to start of work	Project Planning
Submission of the Operations Work Plan – to be reviewed and approved by the Technical Authority	No fewer than 15 days prior to the commencement of work	Project Planning
Geospatial Data and Mapping – CWS-ON will provide the Contractor with updated Phragmites geospatial files and maps for treatment, and the Contractor will review and ensure proper upload to GPS units	No fewer than 15 days before the commencement of work	Project Planning
Confirmation of personnel and First Aid (Level A CPR and AED) certification – the Contractor will provide a list of all staff involved in the work, and confirmation of First Aid certification	No fewer than 15 days before the commencement of work	Project Planning
Treatment updates – the Contractor must provide daily updates as herbicide treatment occurs, so that CWS-ON is up to date on progression of the project	Daily, during herbicide application	Project Implementation
Last possible day of treatment	October 15, 2021	Project Implementation
Treatment polygons – the Contractor must provide a shapefile or geodatabase of the herbicide treated areas and the track lines showing travel routes.	October 31, 2021	Project Implementation
SAR encountered – the Contractor must provide a shapefile or geodatabase created from GPS locations of each SAR encountered during treatment	December 1, 2021	Project Deliverables
Native Phragmites encountered (if applicable) - the Contractor must provide a shapefile or geodatabase created from GPS locations of native Phragmites encountered during treatment	December 1, 2021	Project Deliverables
2021 Draft Annual Report – the Contractor must submit a draft report and treatment maps for review and comment by the Technical Authority.	December 1, 2021	Project Deliverables
2021 Final Annual Report – the Contractor must submit a complete final annual report, including all items listed in Section 3.9.	December 31, 2021	Project Deliverables
2022 Preliminary Meeting – attend a meeting to discuss the timeline and expectations, as well as the data requirements and formatting	No later than June 1, 2022	Project Planning
Submission of the Operations Work Plan – to be reviewed and approved by the Technical Authority	No fewer than 15 days prior to the commencement of work	Project Planning
Mapping – CWS-ON will provide the Contractor with updated Phragmites shapefiles for treatment, and the Contractor will review and ensure proper upload to GPS units	No fewer than 15 days before the commencement of work	Project Planning

Confirmation of personnel and First Aid (Level A CPR and AED) certification – the Contractor will provide a list of all staff involved in the work, and confirmation of First Aid certification	No fewer than 15 days before the commencement of work	Project Planning
Permits and Licenses – ensure necessary permits are in place <ul style="list-style-type: none"> <li>• CWS-ON: SARA, DFO, CWA, PMRA</li> <li>• Contractor: MECP, Pesticide Operator</li> </ul>	Prior to start of work	Project Planning
Treatment updates – the Contractor must provide daily updates as herbicide treatment occurs, so that CWS-ON is up to date on progression of the project	Daily, during herbicide application	Project Implementation
Last possible day of treatment	October 15, 2022	Project Implementation
Treatment polygons – the Contractor must provide a shapefile or geodatabase of the herbicide treated areas and the track lines showing travel routes.	October 31, 2022	Project Implementation
SAR encountered – the Contractor must provide a shapefile or geodatabase created from GPS locations of each SAR encountered during treatment	December 1, 2022	Project Deliverables
Native Phragmites encountered (if applicable) - the Contractor must provide a shapefile or geodatabase created from GPS locations of native Phragmites encountered during treatment	December 1, 2022	Project Deliverables
2022 Draft Annual Report – the Contractor must submit a draft report and treatment maps for review and comment by the Technical Authority.	December 1, 2022	Project Deliverables
2022 Final Annual Report – the Contractor submit a complete and final report, including all items listed in Section 3.9	December 31, 2022	Project Deliverables
<b>Option Period One – January 1, 2023 to December 31, 2023</b>		
2023 Preliminary Meeting – attend a meeting to discuss the timeline and expectations, as well as the data requirements and formatting	No later than June 1, 2023	Project Planning
Submission of the Operations Work Plan – to be reviewed and approved by the Technical Authority	No fewer than 15 days prior to the commencement of work	Project Planning
Mapping – CWS-ON will provide the Contractor with updated Phragmites shapefiles for treatment, and the Contractor will review and ensure proper upload to GPS units	No fewer than 15 days before the commencement of work	Project Planning
Confirmation of personnel and First Aid (Level A CPR and AED) certification – the Contractor will provide a list of all staff involved in the work, and confirmation of First Aid certification	No fewer than 15 days before the commencement of work	Project Planning
Permits and Licenses – ensure necessary permits are in place <ul style="list-style-type: none"> <li>• CWS-ON: SARA, DFO, CWA, PMRA</li> <li>• Contractor: MECP, Pesticide Operator</li> </ul>	Prior to start of work	Project Planning
Treatment updates – the Contractor must provide daily updates as herbicide treatment occurs, so that CWS-ON is up to date on progression of the project	Daily, during herbicide application	Project Implementation
Last possible day of treatment	October 15, 2023	Project Implementation
Treatment polygons – the Contractor must provide a shapefile or geodatabase of the herbicide treated areas and the track lines showing travel routes.	October 31, 2023	Project Implementation
SAR encountered – the Contractor must provide a shapefile or geodatabase created from GPS locations of each SAR encountered during treatment	December 1, 2023	Project Deliverables
Native Phragmites encountered (if applicable) - the Contractor must provide a shapefile or geodatabase created from GPS locations of native Phragmites encountered during treatment	December 1, 2023	Project Deliverables



**Solicitation: 5000058335**

2023 Draft Annual Report – the Contractor must submit a draft report and treatment maps for review and comment by the Technical Authority.	December 1, 2023	Project Deliverables
2023 Final Annual Report – the Contractor submit a complete and final report, including all items listed in Section 3.9	December 31, 2023	Project Deliverables

APPENDIX A1 TO ANNEX A

APPROVED SURFACTANT LABEL

Please sign on final page and provide signature page only.  
To be submitted prior to Contract award.

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.

<p>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-NGo 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.</p>	<p>2 L/1000 L</p>	<p>Add AQUASURF NON-IONIC SPRAY ADJUVANT as the last ingredient. FLAT-OUT antifoam agent may be required. Consult each product label for use.</p>
<p>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®</p>	<p>2.5 L/1000 L</p>	<p>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.</p>



<p>GLYFOS SOLUBLE CONCENTRATE HERBICIDE, RENEGADE®HC LIQUID HERBICIDE, CREDIT PLUS LIQUID HERBICIDE, CREDIT 45 HERBICIDE, NUFARM CREDIT LIQUID HERBICIDE NUFARM CREDIT 360 LIQUID HERBICIDE, MAVERICK II HERBICIDE, MAVERICK III HERBICIDE, MANAGE 780 Water Soluble Herbicide, IPCO FACTOR 540 LIQUID HERBICIDE, R/T 540 LIQUID HERBICIDE, TOUCHDOWN TOTAL Herbicide, ROUNDUP WEATHERMAX WITH TRANSORB 2 TECHNOLOGY LIQUID HERBICIDE, ROUNDUP TRANSORB HC LIQUID HERBICIDE, AND ROUNDUP ULTRA2 LIQUID HERBICIDE</p>		
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NOTE: Do not exceed the recommended rate of AQUASURF NON-IONIC SPRAY ADJUVANT, particularly with products containing their own wetting agent. Too much wetting agent can lead to loss of spray due to excessive runoff. Consult each product label for complete use instructions.

TM - ® All products listed are trademarks or registered trademarks of their respective companies

**Herbicide Label Acknowledgement**

Name: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A2 TO ANNEX A  
ANNOTATED APPROVED ER LABEL**

**NOTE:** This is an expired label from 2020 and will be updated upon receipt of an Emergency Registration for glyphosate from the Pest Management Regulatory Agency.

<b>GROUP</b>	<b>9</b>	<b>HERBICIDE</b>
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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.

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## 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 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 A3 TO ANNEX A  
APPROVED IMAZAPYR LABEL**

Approved label, March 8, 2021

<b>GROUP</b>	<b>2</b>	<b>HERBICIDE</b>
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Brochure

**Habitat® Aqua** Herbicide

SOLUTION

**RESTRICTED**

**For the control of the following invasive plants: Invasive Phragmites (European reed),  
Cordgrasses (denseflower, salt-meadow, smooth and common) and Flowering rush growing within  
non-cropland areas, including areas in or around specified aquatic sites**

**ACTIVE INGREDIENT:** Imazapyr, present as the isopropylamine salt ..... 240 g/L

**REGISTRATION NO. 32374**

**PEST CONTROL PRODUCTS ACT**

READ THE LABEL AND BROCHURE BEFORE USING  
OF REACH OF CHILDREN

KEEP OUT

IN CASE OF EMERGENCY ENDANGERING LIFE OR PROPERTY  
INVOLVING THIS PRODUCT, CALL DAY OR NIGHT,  
1-800-454-2673

NET CONTENTS: 1 L - 1000 L

BASF Canada Inc.  
100 Milverton Drive, 5<sup>th</sup> Floor  
Mississauga, Ontario  
L5R 4H1  
1-877-371-2273

## PRECAUTIONS

### KEEP OUT OF REACH OF CHILDREN.

DO NOT take internally. Harmful if swallowed.

Avoid contact with skin, eyes or clothing.

Avoid breathing spray and mist. Use with adequate ventilation.

Wash thoroughly after handling and before eating, drinking or smoking.

Wear a long-sleeved shirt, long pants, chemical-resistant gloves, socks and shoes during mixing, loading, application, clean-up and repair. Gloves are not required during application within a closed cab and/or cockpit.

If clothing becomes contaminated, remove immediately and wash separately from household laundry before reuse.

Do not apply to any area not specified on the label.

Do not enter or allow others to enter treated areas until sprays have dried.

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. Take into consideration wind speed, wind direction, temperature inversions, application equipment and sprayer settings.

## ENVIRONMENTAL PRECAUTIONS

TOXIC to non-target aquatic and terrestrial plants. Application should be made in such a way as to maximize spray interception by the target vegetation while minimizing overspray that enters the water. **Habitat Aqua** does not control plants which are completely submerged or have a majority of their foliage under water.

Do not contaminate irrigation or drinking water supplies or aquatic habitats by cleaning of equipment or disposal of wastes. Avoid application when heavy rain is forecast. Observe spray drift management recommendations as specified under DIRECTIONS FOR USE.

## 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.

## **STORAGE**

Store this product away from food or feed.  
Keep containers closed to avoid spills and contamination.

Store at temperatures above -12°C.

**Habitat Aqua** should be mixed, stored and applied only in stainless steel, fiberglass, plastic and plastic-lined steel containers or spray tanks.

## **DISPOSAL**

### **For 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-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 disposal of unused, unwanted product, contact the manufacturer or the provincial regulatory authority. Contact the manufacturer and the provincial regulatory authority in case of a spill, and for clean-up of spills.

## **RESTRICTED USE**

**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.

**NATURE OF RESTRICTION:** This is a restricted product that must be used in the manner authorized.

This product is only to be used by individuals holding an appropriate pesticide applicator certificate or license recognized by the provincial/territorial pesticide regulatory authority where the pesticide application is to occur.

This registration is granted under the *Pest Control Products Act* and does not exempt the user from any other legislative requirements. Use of this product in or immediately adjacent to water bodies must be appropriately authorized and used in accordance with the *Aquatic Invasive Species Regulations* under the *Fisheries Act*. Use of this product must also be in accordance with any other required provincial authorizations. Consult with provincial regulatory authorities on any authorizations required prior to use of this product.

## GENERAL INFORMATION

**Habitat Aqua** is intended for use for the control and management of the following invasive plants:

- Invasive Phragmites: European reed (*Phragmites australis subsp. australis*)
- Cordgrasses: Denseflower (*Spartina densiflora*), Salt-meadow (*Spartina patens*), Smooth (*Spartina alterniflora*) and Common (*Spartina anglica*)
- Flowering rush (*Butomus umbellatus*)

**Habitat Aqua** is an aqueous solution to be mixed with water and Aquasurf Non-ionic Spray Adjuvant or other non-ionic surfactant and applied as a spray solution for control of undesirable invasive vegetation growing in non-cropland areas, including areas in or around aquatic sites when applications may result in entry into surface water. Aquatic sites consist of wetlands, riparian areas, estuarine/marine tidal areas, swamps, bogs, marshes, transitional areas between terrestrial and aquatic sites, seasonal wet areas, seeps, gravel bars, non-irrigation ditches, lakes, ponds, and slow moving rivers and streams. Aquasurf Non-Ionic Spray Adjuvant must be used in and around aquatic sites. Terrestrial non-cropland areas consist of industrial sites, roadside and railroad ballast, rail, transportation and hydro rights-of-way, and stations associated with pipeline rights-of-way, including well sites, battery stations, compressor or valve stations and other associated works. Aquasurf Non-Ionic Spray Adjuvant or other non-ionic surfactant must be used for terrestrial sites. **Habitat Aqua** may also be used in directed applications for control of invasive plants in naturalized areas, including privately owned, provincial, federal or other public lands and parks.

**Habitat Aqua** must be applied to emergent foliage of the target vegetation, avoiding overapplication or run-off. **Habitat Aqua** does not control plants which are completely submerged or have a majority of their foliage under water. For maximum activity, the spray solution must include Aquasurf Non-Ionic Spray Adjuvant or other non-ionic surfactant, depending on where it is being used.

**Habitat Aqua** is readily absorbed through foliage and is translocated rapidly throughout the plant. Treated plants stop growing soon after spray application. Chlorosis appears first in the newest leaves, and necrosis spreads from this point. In perennials, the herbicide is translocated into, and kills, underground or submerged storage organs, which prevents regrowth. Chlorosis and tissue necrosis may not be apparent until the season following application.

## PRODUCT USE PRECAUTIONS AND RESTRICTIONS

Precautions for irrigation water and ditches: DO NOT use water treated with Habitat Aqua to irrigate crops. DO NOT apply Habitat Aqua to ditches used for irrigation. DO NOT apply where runoff water may flow onto agricultural land as injury to terrestrial crops may result.

DO NOT apply **Habitat Aqua** directly to the water surface or where fast-moving water such as streams and rivers may result in transport of the herbicide outside the intended treatment area.

Applications made to emergent plants located in and around slow-moving bodies of water should be made while travelling upstream.

DO NOT use on terrestrial food crops.

Feeding/ Grazing Restriction: DO NOT graze, cut or feed treated crops to livestock.

DO NOT use on lawns, walks, driveways, tennis courts, or similar areas. Prevent drift of spray to desirable plants.

DO NOT contaminate irrigation or drinking water supplies or aquatic habitats by cleaning of equipment or disposal of wastes.

Aerial application to aquatic sites for invasive Phragmites control is restricted to helicopter only. Observe spray drift management recommendations as specified under DIRECTIONS FOR USE.

Making applications at the lowest possible height (helicopter, ground driven spray boom) that is safe and practical reduces exposure of droplets to evaporation and wind.

Untreated desirable plants can be affected by root uptake of **Habitat Aqua** from treated soil or water. Injury or loss of desirable plants may result if **Habitat Aqua** is applied on or near desirable plants, on areas where their roots extend, or in locations where the treated soil or water may be washed or moved into contact with their roots. When making applications along shorelines where desirable plants may be present, caution should be exercised to avoid spray contact with their foliage or spray application to the soil or water in which they are rooted.

Thoroughly clean all traces of **Habitat Aqua** from application equipment, including landing gear, immediately after use. Prolonged exposure of this product to uncoated steel (except stainless steel) surfaces may result in corrosion and failure of the exposed part. Flush tank, pump, hoses and boom with several changes of water after removing nozzle tips and screens (clean these parts separately). Drain and flush equipment away from desirable trees and plants. Do not contaminate water when disposing of equipment wash waters.

For control of labelled invasive cordgrasses in estuarine/marine tidal areas, apply **Habitat Aqua** at least 4 hours before treated plants are covered by tidewater.

**Application to public waters:** Applications may be made to aquatic sites such as wetlands, riparian areas, estuarine/marine tidal areas, swamps, bogs, marshes, transitional areas between terrestrial and aquatic sites, seasonal wet areas, seeps, gravel bars, non-irrigation ditches, lakes, ponds, and slow-moving rivers and streams.

Consult local or provincial water control authorities and/or fish and wildlife agencies before applying this product to public waters. Permits may be required to treat such water.

**Application to private waters:** Applications may be made to private waters that are still and where there is minimal or no outflow to public waters, including aquatic sites adjacent to but not on agricultural land. Aquatic sites include ponds, lakes, non-irrigation ditches, wetlands, riparian areas, swamps, bogs, marshes, transitional areas between terrestrial and aquatic sites, seasonal wet areas and seeps.

Consult local or provincial water control authorities and/or fish and wildlife agencies before applying this product to private waters. Permits may be required to treat such water.

**Recreational use of water in treatment area:** There are no restrictions on the use of water in the treatment area for recreational purposes, including swimming and fishing.

**Livestock use of water in/from treatment area:** There are no restrictions on livestock consumption of water from the treatment area.

**Precautions for potable water intakes:** DO NOT apply **Habitat Aqua** to water within 1 km upstream of an active potable water intake in slow-moving water (i.e. river, stream, etc.) or within 1 km of an active potable water intake in a standing body of water, such as a lake, pond or reservoir. To make aquatic applications around and within 1 km of active potable water intakes, the water intake **must** be turned off during application and for a minimum of 48 hours after the application. These aquatic applications may be made only in the cases where there are alternative water sources or holding ponds that would permit the turning off of an active potable water intake for a minimum period of 48 hours after the applications. **Note:** Existing potable water intakes which are no longer in use, such as those replaced by connections to wells or a municipal water system, are not considered to be active potable water intakes.

## DIRECTIONS FOR USE

### Application Sites

A post-emergence application of **Habitat Aqua** herbicide can be used to control invasive Phragmites and flowering rush growing on terrestrial non-cropland areas and non-irrigation ditch banks, as well as in and around aquatic sites when applications may result in entry into surface water. **Habitat Aqua** may be applied to invasive Phragmites and flowering rush in and around still and slow-moving water, including wetlands, riparian areas, swamps, bogs, marshes, transitional areas between terrestrial and aquatic sites, seasonal wet areas, seeps, gravel bars, non-irrigation ditches, lakes, ponds, rivers and streams.

For control of labelled cordgrasses in estuarine/marine tidal areas, **Habitat Aqua** may be applied as a post-emergence spray solution when the tide has receded. Apply at least 4 hours before treated plants are covered by tidewater.

### Application Directions

**Habitat Aqua** may be selectively applied by using low-volume directed application techniques or may be broadcast applied by using ground equipment, watercraft, or aircraft (aerial applications to aquatic sites must be made by helicopter). Apply with application equipment that will provide thorough spray coverage of weed foliage while minimizing direct application to water. See Weed Specific Application Instructions for application equipment restrictions that may apply.

Apply **Habitat Aqua** using the following water volumes:

Helicopter-applied aerial application: use minimum of 50 L/ha (invasive Phragmites only)

Low volume application: use a minimum of 100 L/ha

Ground: 100 - 550 L/ha

**Habitat Aqua** must be applied to emergent foliage of the target vegetation. **Habitat Aqua** does not control plants which are completely submerged or have a majority of their foliage under water. **Habitat Aqua** concentrations resulting from direct application to water are not expected to be of sufficient concentration nor duration to provide control of target vegetation. Application should be made in such a way as to maximize spray interception by the target vegetation while minimizing overspray that enters the water.

Apply **Habitat Aqua** at 3.0 to 7.0 L/ha depending on the species present and weed density. Consult the **Aquatic Weeds Controlled** table of this label for specific use rates and application directions. DO NOT apply more than 7.0 L of product per hectare per year.



Post-emergence applications of **Habitat Aqua** require the addition of a non-ionic surfactant. For application in and around aquatic sites, including transitional areas between terrestrial and aquatic sites, apply **Habitat Aqua** with Aquasurf Non-Ionic Spray Adjuvant. For terrestrial non-cropland sites, apply **Habitat Aqua** with Aquasurf Non-Ionic Spray Adjuvant or an equivalent non-ionic surfactant (NIS).

**Spray Drift Management**

Field sprayer application: **DO NOT** apply during periods of dead calm. Avoid application of this product when winds are gusty. **DO NOT** apply with spray droplets smaller than the American Society of Agricultural Engineers (ASAE S572.1) medium classification. Boom height must be 60 cm or less above the crop or ground.

Aerial application: Apply by rotary wing (helicopter) aircraft only. **DO NOT** apply during periods of dead calm. Avoid application of this product when winds are gusty. **DO NOT** apply when wind speed is greater than 16 km/h at flying height at the site of application. **DO NOT** apply with spray droplets smaller than the American Society of Agricultural Engineers (ASAE S572.1) medium classification. Reduce drift caused by turbulent wingtip vortices. Nozzle distribution along the spray boom length **MUST NOT** exceed 65% of the wing- or rotorspan.

When using **Habitat Aqua** to treat invasive plants in aquatic and terrestrial areas, mandatory spray buffer zones are not required. However, damage to non-target terrestrial and emergent aquatic plants may be observed within the downwind distances that are identified in the following table. These advisory distances should be considered when protecting important non-target plants downwind of application.

For applications by hand-held (low-volume) equipment, avoid directing spray towards non-target vegetation.

Method of Application	Target Plant	Damage to Non-target Plants May be Observed Within the Following Distances Downwind from Application (metres)
Field sprayer or other high-volume spray equipment	Flowering rush	20
	Invasive Phragmites (European reed)	30
	Cordgrasses (denseflower, saltmeadow, smooth and common)	40
Aerial – Rotary-wing	Invasive Phragmites (European reed)	450

The distance where damage may be observed can be modified based on weather conditions and spray equipment configuration by accessing the Spray Buffer Zone Calculator on the Pesticides portion of the Canada.ca website.

MINIMIZE DRIFT BY USING THE BEST AVAILABLE PRACTICES FOR SPRAYING. EXTREME

CARE MUST BE USED WHEN APPLYING THIS PRODUCT TO REDUCE DRIFT TO NONTARGET PLANTS. The Risk Reduction Measures and Best Management Practices described below can mitigate potential exposure and adverse effects on non-target plants.

**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 invasive plant stands.
- DO NOT apply to open water or wetland habitats beyond invasive plant stands.

To reduce spray drift:

- For high-pressure hydraulic sprayers, spray from the outside edge of invasive plant stands towards the inside of the cluster of plants 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.

**Aquatic Weeds Controlled (Terrestrial/Marginal)**

**Habitat Aqua** will control the following aquatic weeds. Use the higher labelled rate where heavy or well established infestations occur. See **Weed Specific Application Instructions**, below, for further use instructions.

Common Name	Scientific Name	Use Rates and Application Directions
Cordgrasses (denseflower, saltmeadow, smooth and common)	<i>Spartinadensiflora</i> ( <i>Sporobolus montevidensis</i> )*, <i>Spartina patens</i> , ( <i>Sporobolus pumilus</i> )*, <i>Spartina alterniflora</i> , ( <i>Sporobolus alterniflorus</i> )*, <i>Spartina anglica</i> , ( <i>Sporobolus anglicus</i> )*	Apply 4.68 to 7.0 L/ha to emergent green foliage.
Flowering rush	<i>Butomus umbellatus</i>	Apply 3.0 L/ha to emergent green foliage.
Invasive Phragmites (European reed)	<i>Phragmites australis subsp. australis</i>	Apply 3.0 to 4.68 L/ha to green foliage after full leaf elongation. Ensure thorough coverage. If stand has a substantial amount of old stem tissue, mow or burn, allow to regrow to approximately 1.5 m tall before treatment.

\* Synonyms

## Weed Specific Application Instructions

### 1.0 Post-emergent Control of Invasive Phragmites (European reed)

Apply a rate of 3.0 to 4.68 L/ha of **Habitat Aqua** in tank mix with 0.25% v/v Aquasurf Non-Ionic Spray Adjuvant using application equipment that will provide thorough spray coverage of weed foliage. Use the higher labelled rate where heavy or well established infestations of Phragmites occur. For terrestrial uses only (areas where surface water is not present). An equivalent nonionic surfactant (NIS) may be substituted for Aquasurf Non-Ionic Spray Adjuvant.

Apply as a directed spray to the foliage, not to the soil or surface waters, or by broadcast application to the foliage using ground equipment, watercraft or helicopter. Apply to green foliage after full leaf elongation; ensure thorough coverage. For optimum results, treat in late summer or early fall when translocates are directed towards the roots of the plants. Apply in sufficient water to get thorough coverage of the foliage only. DO NOT spray the foliage to runoff.

**Habitat Aqua** must be applied to emergent foliage of the target vegetation. **Habitat Aqua** does not control plants which are completely submerged or have a majority of their foliage under water. **Habitat Aqua** concentrations resulting from direct application to water are not expected to be of sufficient concentration nor duration to provide control of target vegetation. Application should be made in such a way as to maximize spray interception by the target vegetation while minimizing the amount of overspray that enters the water.

**Habitat Aqua** may be selectively applied by using low-volume directed application techniques or may be broadcast applied by using ground, watercraft, or helicopter application equipment. Apply with application equipment that will provide good spray coverage of weed foliage. When applying by helicopter, follow directions under the **Aerial Application** section of this label, otherwise refer to the section on **Ground Application** when using surface equipment.

Avoid wash-off of sprayed foliage by spray boat or recreational backwash for one hour after application.

Due to the dense nature of invasive Phragmites, treatment over several years may be necessary to achieve complete control. Visual control symptoms will be slow to develop. For large monocultures of invasive Phragmites, work from the periphery inward in successive years to allow competing vegetation to establish in 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. Early detection and treatment of second and third generation seedlings is important to prevent re-infestation of invasive Phragmites. Desirable native plant communities will then have a chance to become re-established.

DO NOT apply more than once per year.

### 1.1 Ground Application for Invasive Phragmites Control

Observe spray drift management recommendations as specified under DIRECTIONS FOR USE.

#### Equipment

High Volume Spray Equipment (high pressure handguns and vehicle or boat mounted high volume directed spray equipment) and Boom (conventional boom mounted, manifold mounted, and off-centered nozzles):

For best results, apply **Habitat Aqua** using the least amount of water practical to obtain uniform coverage of the vegetation foliage. Using excessive spray volumes which may cause runoff from the plant foliage and may result in reduced performance. Apply uniformly with properly calibrated ground equipment in 100 - 550 litres of water per hectare with a spray pressure of 175 kPa - 425 kPa.

Low Volume Hand-held Equipment:

Backpack, knapsack, and other pump-up type or hydraulic mounted pressure sprayers may be used to direct applications to weed foliage.

DO NOT apply using a hand-wicking/wiping method (i.e., an absorbent glove soaked in the herbicide).

## **1.2 Aerial Application (for Invasive Phragmites Control ONLY)**

Aerial application to aquatic sites is restricted to helicopter only. Apply only by rotary aircraft equipment which has been functionally and operationally calibrated for the atmospheric conditions of the area and the application rates and conditions of this label.

Observe spray drift management recommendations as specified under DIRECTIONS FOR USE.

Ensure thorough coverage of foliage. Consult nozzle manufacturer's recommendation for spray pressures for specific nozzles.

Label rates, conditions and precautions are product specific. Read and understand the entire label before opening this product. Apply only at the rate 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.

### **Use Precautions**

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

### **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, a long-sleeved shirt and long pants during mixing/loading, cleanup and repair. Applicators must wear long-sleeved shirt and long pants. Follow the more stringent label precautions in cases where the operator precautions exceed the 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.

## 2.0 Post-emergent Control of Invasive Cordgrasses in Tidal Areas

Apply 4.68 to 7.0 L **Habitat Aqua** per hectare in tank mix with 0.25 - 0.5% v/v Aquasurf Non-Ionic Spray Adjuvant using hand-held (e.g. back-pack sprayer) or mounted equipment that will provide thorough spray coverage of weed foliage. Apply in sufficient water to get thorough coverage of the foliage only.

Apply as a directed application to the foliage. Application should be made in such a way as to maximize spray interception by the emergent foliage during low tide only, while minimizing the amount of overspray. Schedule applications in order to allow 4 hours before treated plants are covered by tidewater. Use higher labeled rates for heavy weed infestations.

Observe spray drift management recommendations as specified under DIRECTIONS FOR USE.

For best results, apply **Habitat Aqua** using the least amount of water practical to obtain uniform coverage of the vegetation foliage. Using excessive spray volumes which may cause runoff from the plant foliage may result in reduced performance. Apply in a minimum water volume of 100 L/ha.

DO NOT apply using a hand-wicking/wiping method (i.e., an absorbent glove soaked in the herbicide).

DO NOT apply more than once per year.

DO NOT apply using aerial application equipment.

DO NOT harvest *Salicornia* spp. within 24 hours of Habitat Aqua application.

DO NOT harvest *Salicornia* spp. growing within 5 m of Habitat Aqua application.

## 3.0 Post-emergent Control of Emergent Flowering Rush

Apply **Habitat Aqua** at 3.0 L/ha in tank mix with 0.25% v/v Aquasurf Non-Ionic Spray Adjuvant. Apply as a directed spray to the foliage, not to the soil or surface waters, or by broadcast application to the foliage using equipment that will provide thorough spray coverage of weed foliage. Apply in sufficient water to get thorough coverage of the foliage only. DO NOT spray the foliage to runoff.

**Habitat Aqua** must be applied to emergent foliage of the target vegetation. **Habitat Aqua** does not control plants which are completely submerged or have a majority of their foliage under water. **Habitat Aqua** concentrations resulting from direct application to water are not expected to be of sufficient concentration nor duration to provide control of target vegetation. Application should be made in such a way as to maximize spray interception by the target vegetation while minimizing the amount of overspray that enters the water. Use of low pressure and narrow fan nozzles are recommended to help minimize unintended off-site application to surface water.

Observe spray drift management recommendations as specified under DIRECTIONS FOR USE.

High Volume Spray Equipment: (high pressure handguns and vehicle or boat mounted high volume directed spray equipment) and Boom (conventional boom mounted, manifold mounted, and off-centered nozzles):

For best results, apply **Habitat Aqua** using the least amount of water practical to obtain uniform coverage of the vegetation foliage. Using excessive spray volumes which may cause runoff from the plant foliage may result in reduced performance. Apply uniformly with properly calibrated ground equipment in 100 - 550 litres of water per hectare with a spray pressure of 175 kPa - 425 kPa.

Low Volume Hand-held Equipment: Backpack, knapsack, and other pump-up type pressure sprayers may be used to direct applications to weed foliage.

DO NOT apply using a hand-wicking/wiping method (i.e., an absorbent glove soaked in the herbicide).

DO NOT apply more than once per year.

DO NOT apply by air.

## GENERAL MIXING INSTRUCTIONS

Mix the proper amount of **Habitat Aqua** and Aquasurf Non-Ionic Spray Adjuvant or non-ionic surfactant in water in the spray tank with the agitator running.

## RESISTANCE-MANAGEMENT RECOMMENDATIONS

For resistance management, **Habitat Aqua** is a Group 2 herbicide. Any weed population may contain or develop plants naturally resistant to **Habitat Aqua** and other Group 2 herbicides. The resistant biotypes may dominate the weed population if these herbicides are used repeatedly in the same field. 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:

- Where possible, rotate the use of **Habitat Aqua** or other Group 2 herbicides within a growing season (sequence) or among growing seasons with different herbicide groups that control the same weeds in a field.
- Use tank mixtures with herbicides from a different group when such use is permitted. To delay resistance, the less resistance-prone partner should control the target weed(s) as effectively as the more resistance-prone partner.
- Herbicide use should be based on an integrated weed management program that includes scouting, historical information related to herbicide use and crop rotation, and considers tillage (or other mechanical control methods), cultural (for example, higher crop seeding rates; precision fertilizer application method and timing to favour the crop and not the weeds), biological (weed-competitive crops or varieties) and other management practices.
- Monitor weed populations after herbicide application for signs of resistance development (for example, only one weed species on the herbicide label not controlled). If resistance is suspected, prevent weed seed production in the affected area if possible by an alternative herbicide from a different group. Prevent movement of resistant weed seeds to other areas by cleaning equipment when moving between locations.
- Have suspected resistant weed seeds tested by a qualified laboratory to confirm resistance and identify alternative herbicide options.
- Contact your local extension specialist or certified crop advisors for any additional pesticide resistance-management and/or integrated weed-management recommendations for specific crops and weed biotypes.
- For further information and to report suspected resistance, contact BASF at 1-877-371-2273.

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Approved label, March 8, 2021

Container Label

<b>GROUP</b>	<b>2</b>	<b>HERBICIDE</b>
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**Habitat® Aqua** Herbicide

SOLUTION

**RESTRICTED**

**For the control of the following invasive plants: Invasive Phragmites (European reed), Cordgrasses (denseflower, salt-meadow, smooth and common) and Flowering rush growing within non-cropland areas, including areas in or around specified aquatic sites**

ACTIVE INGREDIENT: Imazapyr, present as the isopropylamine salt ..... 240 g/L

**REGISTRATION NO. 32374**

**PEST CONTROL PRODUCTS ACT**

READ THE LABEL AND BROCHURE BEFORE USING  
OF REACH OF CHILDREN

KEEP OUT

IN CASE OF EMERGENCY ENDANGERING LIFE OR PROPERTY  
INVOLVING THIS PRODUCT, CALL DAY OR NIGHT,  
1-800-454-2673

NET CONTENTS: 1 L - 1000 L

BASF Canada Inc.  
100 Milverton Drive, 5<sup>th</sup> Floor  
Mississauga, Ontario  
L5R 4H1  
1-877-371-2273

## PRECAUTIONS

### KEEP OUT OF REACH OF CHILDREN.

DO NOT take internally. Harmful if swallowed.

Avoid contact with skin, eyes or clothing.

Avoid breathing spray and mist. Use with adequate ventilation.

Wash thoroughly after handling and before eating, drinking or smoking.

Wear a long-sleeved shirt, long pants, chemical-resistant gloves, socks and shoes during mixing, loading, application, clean-up and repair. Gloves are not required during application within a closed cab and/or cockpit.

If clothing becomes contaminated, remove immediately and wash separately from household laundry before reuse.

Do not apply to any area not specified on the label.

Do not enter or allow others to enter treated areas until sprays have dried.

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. Take into consideration wind speed, wind direction, temperature inversions, application equipment and sprayer settings.

## ENVIRONMENTAL PRECAUTIONS

TOXIC to non-target aquatic and terrestrial plants. Application should be made in such a way as to maximize spray interception by the target vegetation while minimizing overspray that enters the water. **Habitat Aqua** does not control plants which are completely submerged or have a majority of their foliage under water.

Do not contaminate irrigation or drinking water supplies or aquatic habitats by cleaning of equipment or disposal of wastes. Avoid application when heavy rain is forecast. Observe spray drift management recommendations as specified under DIRECTIONS OF USE.

## 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.

## STORAGE

Store this product away from food or feed.  
Keep containers closed to avoid spills and contamination.

Store at temperatures above -12°C.

**Habitat Aqua** should be mixed, stored and applied only in stainless steel, fiberglass, plastic and plastic-lined steel containers or spray tanks.

## DISPOSAL

### For 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:

3. Triple- or pressure-rinse the empty container. Add the rinsings to the spray mixture in the tank.
4. 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-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 disposal of unused, unwanted product, contact the manufacturer or the provincial regulatory authority. Contact the manufacturer and the provincial regulatory authority in case of a spill, and for clean-up of spills.

<b>RESTRICTED USE</b>
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**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.

**NATURE OF RESTRICTION:**

This is a restricted product that must be used in the manner authorized.

This product is only to be used by individuals holding an appropriate pesticide applicator certificate or license recognized by the provincial/territorial pesticide regulatory authority where the pesticide application is to occur.

This registration is granted under the *Pest Control Products Act* and does not exempt the user from any other legislative requirements. Use of this product in or immediately adjacent to water bodies must be appropriately authorized and used in accordance with the *Aquatic Invasive Species Regulations* under the *Fisheries Act*. Use of this product must also be in accordance with any other required provincial authorizations. Consult with provincial regulatory authorities on any authorizations required prior to use of this product.

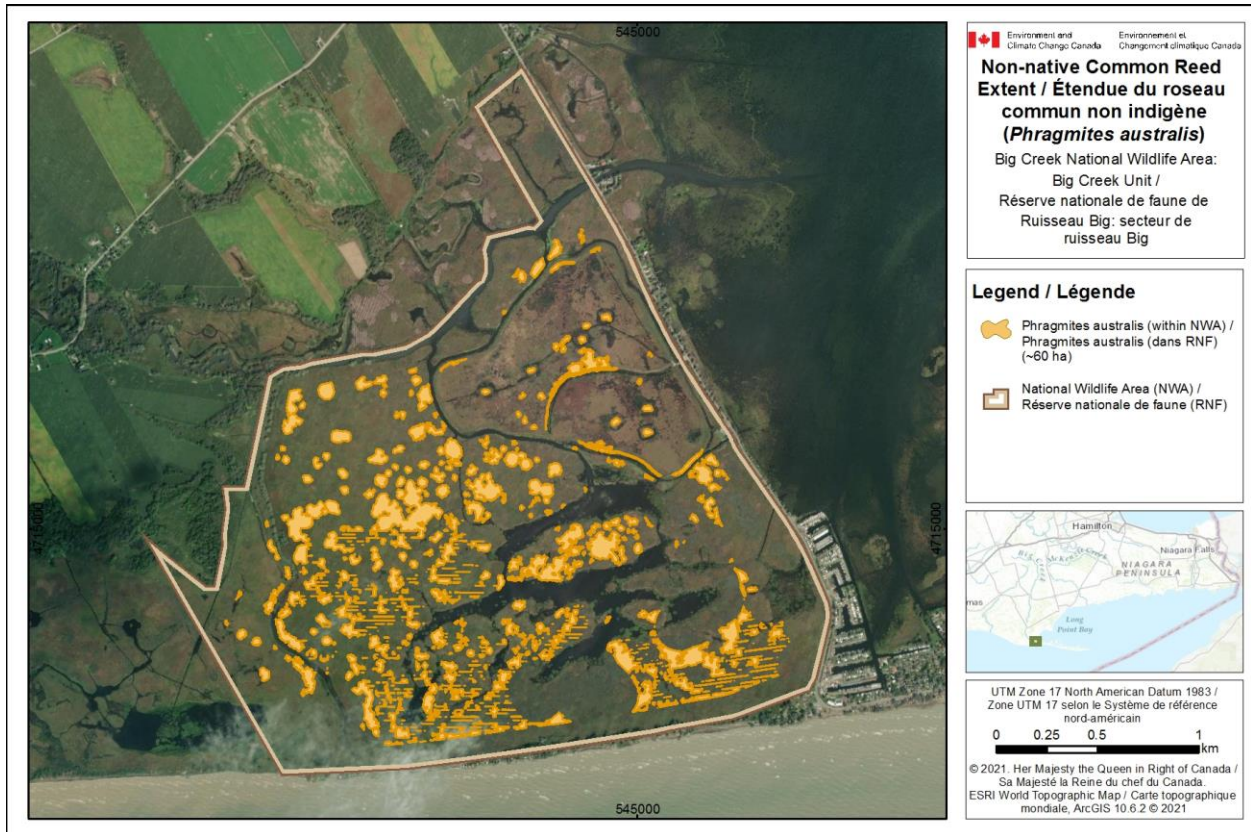
HABITAT is a registered trademark of BASF Agrochemical Products B.V., used with permission by BASF Canada Inc.

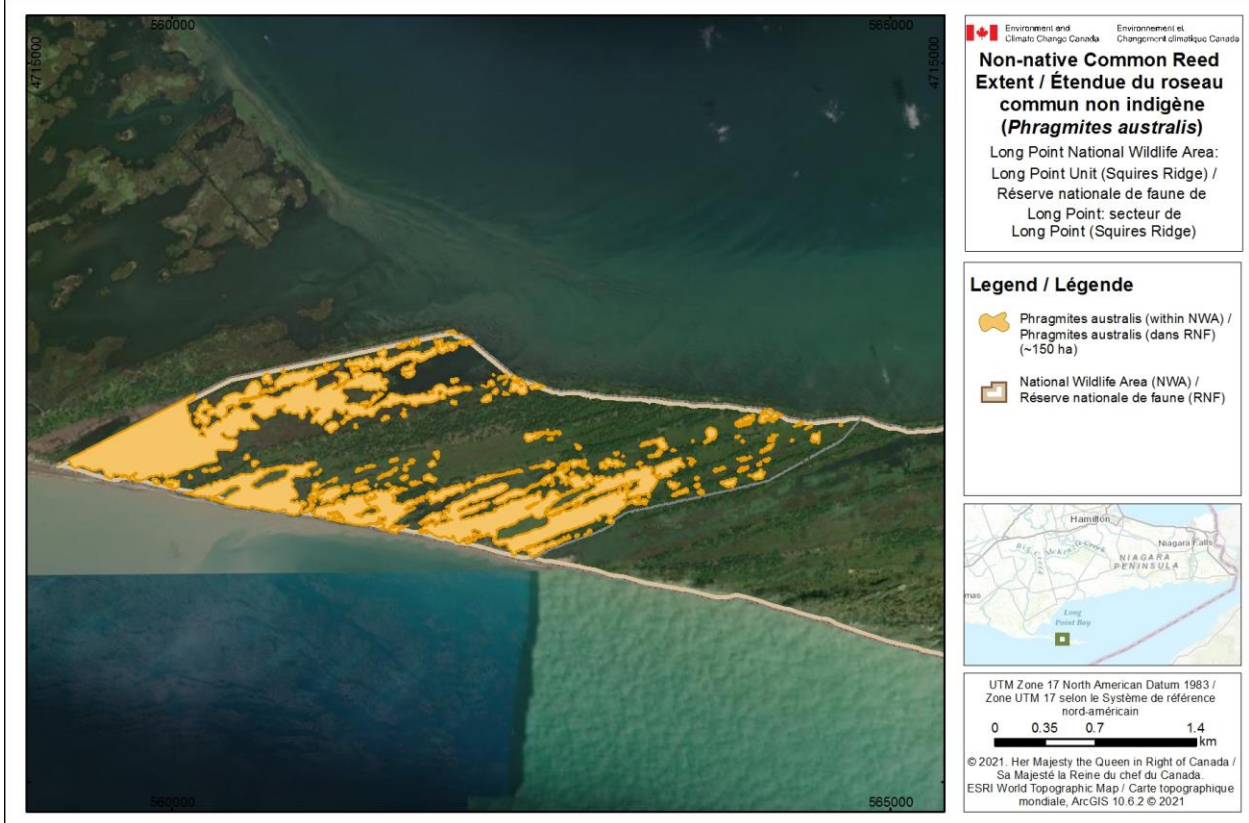
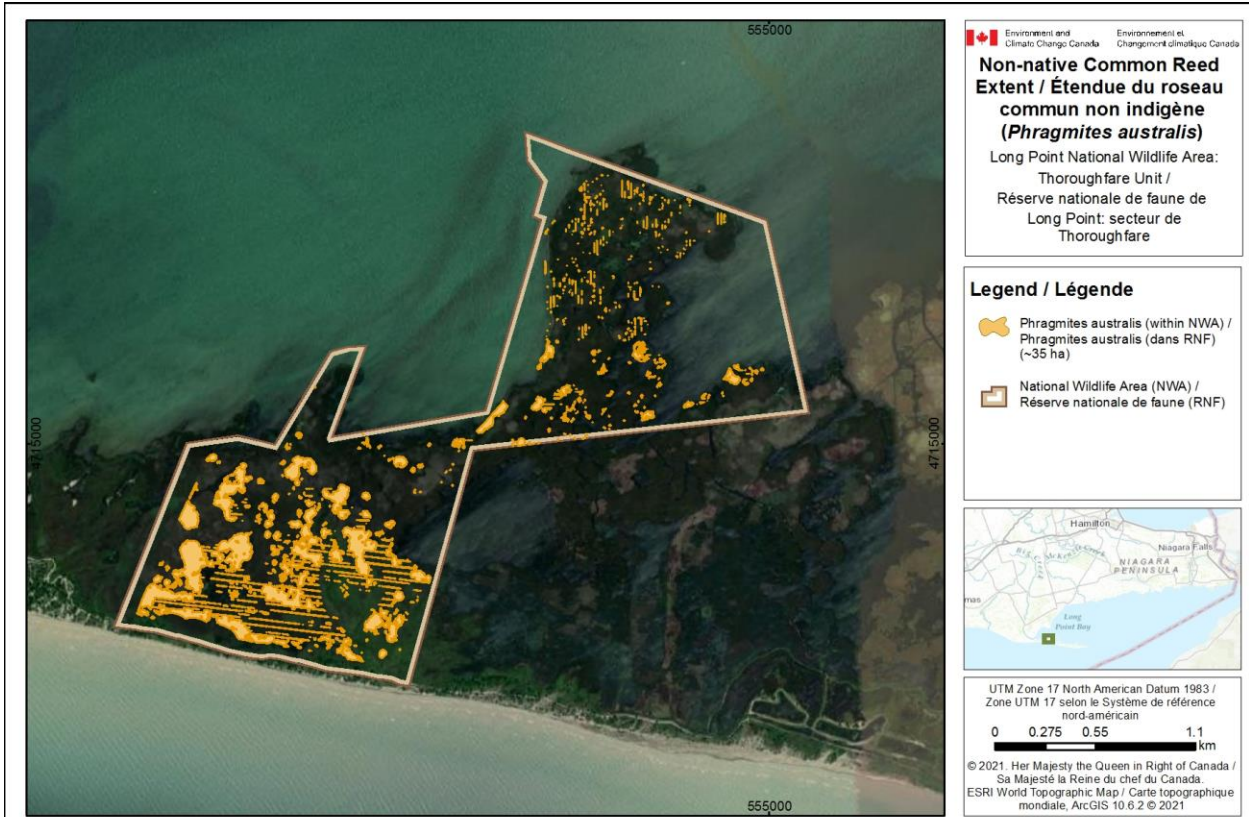
APPENDIX B TO ANNEX A

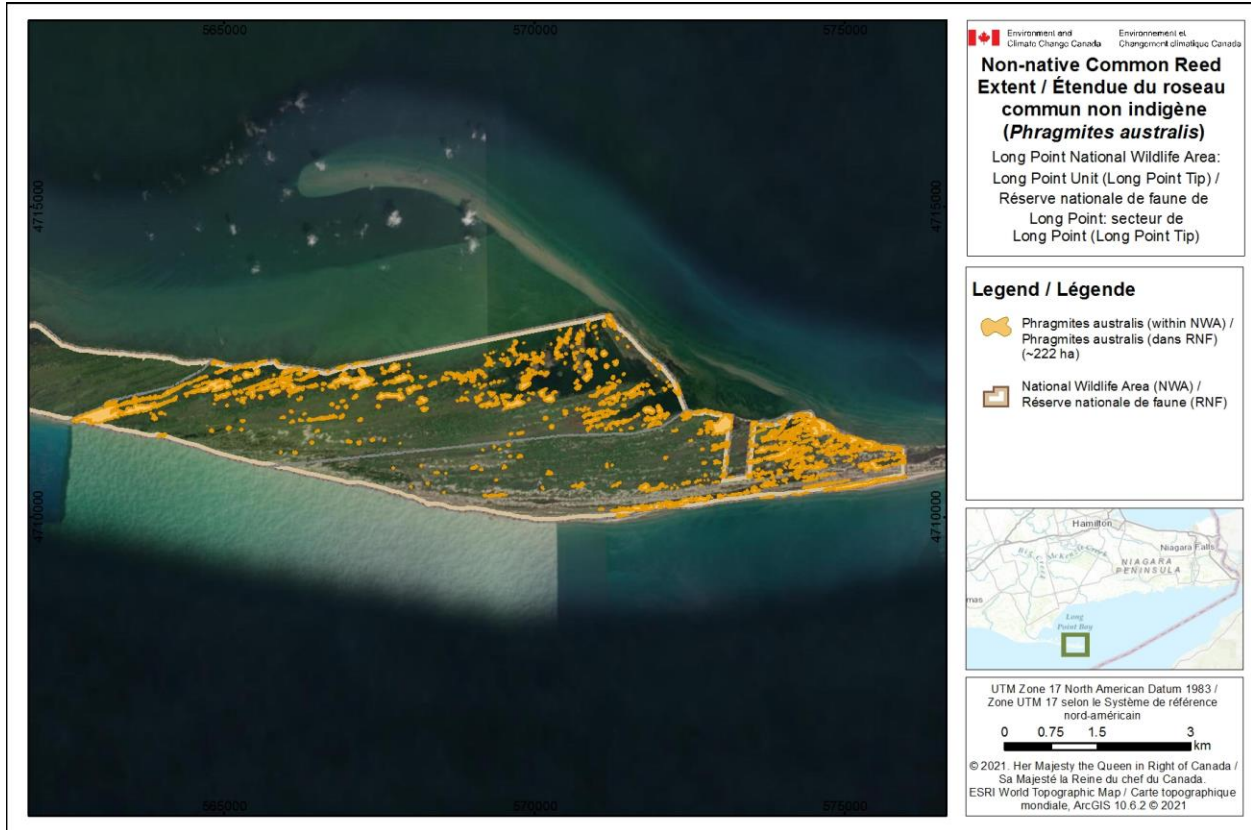
2020 PHRAGMITES MANAGEMENT SITES

**Ground herbicide treatment of non-native *Phragmites australis* at the Big Creek and Long Point National Wildlife Areas.**

Big Creek NWA and Thoroughfare Unit, Long Point NWA Phragmites data is from 2018, and will not be updated with more recent data prior to the commencement of work. Squire's Ridge and Long Point Unit, Long Point NWA Phragmites data is from 2015, and will be updated using 2020 imagery prior to the commencement of work. The areas for ground treatment will be delineated by CWS and provided to the Contractor. If Scenario 1 occurs, only a portion of the Phragmites will be treated by ground. If Scenario 2 occurs, all Phragmites will be treated by ground.







**ANNEX B**

**BASIS OF PAYMENT**

**The Contractor will be paid as follows, up to the maximum annual contract value:**

With regards to the “Estimated Days (C)” listed in the tables below, the number of estimated Days is for evaluation purposes only during the solicitation process and is an estimate provided in good faith.

Project Planning includes tasks required to prepare and plan for the project, such as team meetings, drafting of the work plan and permit applications.

Project Implementation includes all tasks involved in implementation of the work, such as equipment transport, equipment cleaning, and herbicide application.

Project Deliverables includes preparation, review and editing of the annual reports and associated data.

Initial Contract Period – Contract Award to December 31, 2022		
Firm Price for Project Planning		
Item	Price	
Project Planning	\$ _____ (A)	
Price per Day for Project Implementation		
Price per Day (B)	Estimate Days (C)	Price (B)*(C)
\$ _____	40	\$ _____ (D)
Firm Price per Project Deliverables		
Deliverable	Price	
2021 Final Annual Report	\$ _____ (E)	
2022 Final Annual Report	\$ _____ (F)	
<b>Total Price for Initial Contract Period</b>	<b>\$ _____</b> <b>(A)+(D)+(E)+(F)</b>	

Option Period One – January 1, 2023 to December 31, 2023		
Firm Price for Project Planning		
Item	Price	
Project Planning	\$ _____ (A)	
Price per Day for Management		
Price per Day (B)	Estimate Days (C)	Price (B)*(C)
\$ _____	20	\$ _____ (D)
Firm Price per Deliverables		
Deliverable	Price	
2023 Final Annual Report	\$ _____ (E)	
<b>Total Price for Option Period One</b>	<b>\$ _____</b> <b>(A)+(D)+(E)</b>	



**Total Proposal Price** \$ \_\_\_\_\_  
**(Initial Contract Period + Option Period One)**

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

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

## 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.

- I. 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.