



**RETURN BIDS TO:**

Parks Canada Agency Bid Receiving Unit  
National Contracting Services

Attention: Lynn Kalp

Bid E-mail address:

[pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca](mailto:pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca)

This is the only acceptable email address for responses to the bid solicitation. Bids submitted by email directly to the Contracting Authority or to any other email address may not be accepted.

The maximum email file size is 15 megabytes. The Parks Canada Agency (PCA) is not responsible for any transmission errors. Emails with links to bid documents will not be accepted.

**REQUEST FOR PROPOSAL**

**Proposal to: Parks Canada Agency**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred or attached hereto, the goods, services and construction listed herein or on any attached sheets at the price(s) set out therefor.

**Comments:**

**Issuing Office :**

Parks Canada Agency  
National Contracting Services  
111 Water Street East  
Cornwall ON K6H 6S2

<b>Title:</b> Herbicide Application for the Invasive Aquatic Plant, Water Soldier ( <i>Stratiotes aloides</i> ) – Trent-Severn Waterway National Historic Site	
<b>Solicitation No.:</b> 5P300-21-0135-A	<b>Date:</b> September 10, 2021
<b>Client Reference No.:</b> 10210875	
<b>GETS Reference No.:</b> N/A	

<b>Solicitation Closes:</b> <b>At:</b> 2:00 p.m. <b>On:</b> September 29, 2021	<b>Time Zone:</b> EDT
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<b>F.O.B.:</b> Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
<b>Address Enquiries to:</b> Lynn Kalp	
<b>Telephone No.:</b> 819-665-3646	<b>Fax No.:</b> N/A
<b>Email Address:</b> lynn.kalp@canada.ca	
<b>Destination of Goods, Services, and Construction:</b> Trent Severn Waterway NHS 2155 Ashburnham Drive Peterborough ON K9J 6Z6	

**TO BE COMPLETED BY THE BIDDER**

<b>Vendor/ Firm Name:</b>	
<b>Address:</b>	
<b>Telephone No.:</b>	<b>Email :</b>
<b>Name of person authorized to sign on behalf of the Vendor/ Firm (type or print):</b>	
<b>Signature:</b>	<b>Date:</b>

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## **IMPORTANT NOTICE TO BIDDERS**

**BIDS RECEIVED BY EMAIL WILL BE ACCEPTED AS OFFICIAL.**

**BIDS RECEIVED IN-PERSON, FAX OR BY COURIER WILL NOT BE ACCEPTED.**

The only acceptable email address for responses to the bid solicitation is [pc.receptiondessoumissionsesst-bidreceivingeast.pc@canada.ca](mailto:pc.receptiondessoumissionsesst-bidreceivingeast.pc@canada.ca).

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The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

The Bidder should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Bidder should send the bid in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

Emails with links to bid documents will not be accepted. Bid documents must be sent as email attachments.

### **Direct Deposit**

The Government of Canada has replaced cheques with direct deposit payment(s); an electronic transfer of funds deposited directly into a bank account. In order to receive payment, new vendors that are awarded a contract will be required to complete a direct deposit enrolment form to register their direct deposit information with Parks Canada.

Additional information on this Government of Canada initiative is available at:  
<http://www.directdeposit.gc.ca>

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## **PART 1 – INFORMATION AND INSTRUCTIONS**

### **1.1. Security Requirements**

There is no security requirement associated with the bid solicitation.

### **1.2. Statement of Work**

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

### **1.3. Optional Bidders' Conference**

A bidders' conference will be held at 2:00 p.m. (EDT) on Wednesday September 15, 2021.

Video link:

<https://canada.webex.com/canada/j.php?MTID=m6c9f86e831986f76175569b42b0ea80a>

Meeting number: 2344 807 0831

Password: SpiZWai?587

Alternative call-in information:

Canada or USA (Toll Free) +1-833-493-2020

Access code: 2344 807 0831

The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

### **1.4. 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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## **PART 2 – BIDDER INSTRUCTIONS**

### **2.1. 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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

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

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

Subsection 2. entitled epost Connect of section 08, Transmission by Facsimile or by epost Connect of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety.

### **2.2. Submission of Bids**

Bids must be submitted only to the Parks Canada Agency (PCA) Bid Receiving Unit by the date and time indicated on page 1 of the bid solicitation.

**Bids submitted in-person, by fax or by courier will not be accepted.**

The only acceptable email address for responses to bid solicitations is [pc.receptiondessoumissionses-tidreceivingeast.pc@canada.ca](mailto:pc.receptiondessoumissionses-tidreceivingeast.pc@canada.ca).

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

The Bidder should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Bidder should send the bid in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

Emails with links to bid documents will not be accepted. Bid documents must be sent as email attachments.

### **2.3. Enquiries – Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) business 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

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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.

## **2.4. 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.

## **2.5. Bid Challenge and Recourse Mechanisms**

**2.5.1.** Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

**2.5.2.** Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell website](#), under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

**2.5.3.** Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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## **PART 3 – BID PREPARATION INSTRUCTIONS**

### **3.1. Bid Preparation Instructions**

Canada requests that the bid be gathered per section and separated as follows:

Section I:      Technical Bid  
Section II:     Financial Bid  
Section III:    Certifications

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:

#### **Section I:      Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II:     Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment at Annex B.

##### **3.1.1. Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

#### **Section III:    Certifications**

Bidders must submit the certifications and additional information required under Part 5.



## **PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada, one Ontario Federation of Anglers and Hunters Water Soldier Technician, and one Ministry of Environment, Conservation and Parks Pesticides Specialist will evaluate the bids.

#### **4.1.1. Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Technical bids will be evaluated against the mandatory technical evaluation criteria at **Annex E to Part 4 of the Bid Solicitation**.

#### **4.1.2 Financial Evaluation**

SACC *Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price – Bid

#### **4.1.3 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; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 24 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 40 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection 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.

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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 equal 135 and the lowest evaluated price is \$45,000 (45).

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

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.71$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.18	73.15	77.71
Overall Rating		1st	3rd	2nd

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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

### **5.1. Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1. Integrity Provisions – Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, if applicable, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2. Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### **5.2.1. Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

The Bidder, regardless of their status under the [Ineligibility and Suspension Policy](#), must provide the information requested at **Annex F to Part 5 of the Bid Solicitation** prior to contract award.

#### **5.2.2. Former Public Servant**

Contracts awarded to former public servants in receipt of a pension or 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 Former Public Servants, the Bidder must provide the information requested at **Annex G to Part 5 of the Bid Solicitation** prior to contract award.

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### **5.2.3. 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) – Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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.

### **5.2.4. Additional Certifications Precedent to Contract Award**

#### **5.2.4.1 Status and Availability of Resources**

SACC Manual clause [A3005T](#) (2010-08-16), Status and Availability of Resources

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## **PART 6 – RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **6.1. Security Requirements**

**6.1.1.** There is no security requirement applicable to the Contract.

### **6.2. Statement of Work**

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

### **6.3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/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.

#### **6.3.1. General Conditions**

[2010C](#) (2020-05-28), General Conditions – Services (Medium Complexity) apply to and form part of the Contract.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

### **6.4. Term of Contract**

#### **6.4.1. Period of the Contract**

The period of the contract is from award of contract to February 15, 2022.

#### **6.4.2. Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex A, Statement of Work of the Contract.

### **6.5. Authorities**

#### **6.5.1. Contracting Authority**

The Contracting Authority for the Contract is:

Lynn Kalp  
A/ Procurement Advisor  
Parks Canada Agency  
111 Water Street E.  
Cornwall, ON K6H 6S2  
Telephone: 819-665-3646  
[lynn.kalp@canada.ca](mailto:lynn.kalp@canada.ca)

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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.

### 6.5.2. Project Authority

The Project Authority for the Contract is: **\*\*\* to be provided at contract award \*\*\***

The Project Authority 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 Project Authority; however, the Project 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.

### 6.5.3. Contractor's Representative

The Contractor's Representative for the Contract is: **\*\*please submit with your bid\*\***

<b>Representative's Name:</b>		
<b>Representative's Title:</b>		
<b>Vendor/ Firm Name:</b>		
<b>Physical Address:</b>		
<b>City:</b>	<b>Province/ Territory:</b>	<b>Postal Code:</b>
<b>Telephone:</b>		<b>Facsimile:</b>
<b>Email Address:</b>		
<b>Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:</b>		

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

**\*\*\* SACC Manual clause A3025C to be inserted at contract award, if applicable \*\*\***

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## 6.7. Payment

### 6.7.1. Basis of Payment

For the regular work as defined in Annex A - Statement of Work, in consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices as specified in Annex B – Basis of Payment for a cost of \$ \_\_\_\_\_ (amount to be inserted upon contract award). Customs duties are included 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.

### 6.7.2. Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

### 6.7.3. Schedule of Milestones

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

Milestone No.	Deliverable	% of Contract Value	Delivery Date
1	Spray application completion	75% of contract value	October 17, 2021.
2	Provision of report on volume of herbicide applied and digital file of GPS tracking pathway, final report and meeting.	25 % of contract value	February 15, 2022

## 6.8. Invoicing Instructions

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1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:

The original invoice must be forwarded to the Project Authority identified in section 6.5.2 shown of the Contract for certification and payment.

## **6.9. Certifications and Additional Information**

### **6.9.1. Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### **6.10. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **\*\*\* to be inserted at contract award \*\*\***.

### **6.11. 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) The general conditions [2010C](#) (2020-05-28), General Conditions – Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS) (once completed);
- (g) The Contractor's bid dated **\*\*\* to be inserted at contract award \*\*\***.

### **6.12. Insurance Requirements – Specific 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 ten (10) 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



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Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **6.13. Inspection and Acceptance**

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### **6.14. SACC manual Clauses**

A9068C (2010-01-11) – Government Site Regulations  
A1009C (2008-05-12) – Work Site Access  
B6802C (2007-11-30) – Government Property  
A9039C (2008-05-12) - Salvage

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## ANNEX A STATEMENT OF WORK

### Herbicide application for the invasive aquatic plant, Water Soldier (*Stratiotes aloides*) Trent-Severn Waterway National Historic Site

#### Background

Water soldier is an invasive “evergreen” perennial aquatic plant resembling aloe vera or spider plants, with sharp, serrated leaf edges.

The population of invasive water soldier in the Trent-Severn Waterway is one of only two known wild occurrences in North America, infesting a stretch of approximately 55 km of the Trent-Severn Waterway. Since 2008, management actions have been taken to control the plant in the Trent-Severn Waterway. In order to continue working towards control it is critical that treatment be applied this year.

#### Project Areas

The total infestation has been divided into seven Project Areas.

Contractors are welcome to bid on one to seven Project Areas, depending on their type of equipment and capacity for completing the treatment within the schedule. Maps of the Project Areas are attached. The following Project Area table includes information about each of the project areas.

Project Area	Total Treatment Area (hectares)	Number of Treatment Polygons within Project Area	Largest Polygon in Project Area	Average Depths (m)		Estimated for Herbicide Application
				Min.	Max.	
#1 Seymour	24.4 ha	33	2.1 ha	<0.5	1.6	10 hours
#2 Crowe Bay	1.2 ha	2	1.0 ha	0.8	1.0	45 minutes
#3 Percy Reach	18.7 ha	14	4.8 ha	1.1	2.4	5 hours
#4 Hickory Island	124.4 ha	19	39.7 ha	<0.5	2.2	30 hours
#5 Wilson Is. (Main)	15 ha	17	9.8 ha	<0.5	1.4	15 hours
#6 Back Channel	16.9 ha	17	4.0 ha	<0.5	4.0	5 hours
#7 Glen Ross	17.4 ha	17	4.0 ha	0.5	1.8	5 hours

#### Scope of Work

Application of the herbicide Reward® (active ingredient - diquat) is required. Parks Canada will provide the herbicide and surfactant (Agral 90). Dosage and treatment rates should follow the outline on the product label (attached for your reference).

The Contractor must pay attention to the depth of water and adjust application rates accordingly. According to the Reward® product label the herbicide dosage changes for zones with <1.5 m water depth vs. >1.5 m of water depth. A table with the average depths of each treatment polygon will be provided based on monitoring completed in July and August 2021.

Herbicide must be applied while the water soldier plants are actively growing and the water temperature is above 10 °C. Successful contractors may commence work once the contract is signed. Ideally, the work will be complete by October 17, 2021.

Detailed maps of the Project Areas are attached and provide information about site conditions. These conditions will be discussed at the optional bidder's conference.

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The Contractor shall conduct the Herbicide applications with appropriate herbicide application equipment, herbicide handling and storage systems, and qualified and licensed personnel.

It is expected that the Contractor will apply the herbicide as a combination of surface and subsurface treatment, the former for plants with rosettes of leaves floating on the water surface, and the latter for plants that are visible but not yet reaching the surface.

The Contractor is responsible for ensuring staff are properly trained, licensed and supervised to handle, apply and store the Herbicide in accordance with the Pesticides Act and Ontario Regulation 63/09.

The Contractor will provide all necessary equipment for the safe and approved storage, handling, loading, application of the Herbicide and any clean-up of residues or spills. The Contractor is also responsible for disposal of empty containers and adhering to conditions of the permits from the MECP and Parks Canada. Any unused Herbicide jugs will be returned to Parks Canada.

The Contractor will work with Parks Canada and the project team to coordinate pre-treatment arrangements, outreach regarding the treatment plans and to obtain the permits/approvals required.

The Contractor will be responsible for daily updates to Parks Canada related to success of application for that day, including confirmation of application rates and GPS tracking. This will help adaptive management and effective treatment as the project progresses.

### **Equipment and Labour**

The Contractor is responsible for the following:

- All equipment, materials (with the exception of the herbicide), personnel, and services required for the treatment areas. The Contractor will ensure that vessel (s) are equipped with all appropriate herbicide application equipment necessary for the project.
- The Contractor will be responsible for safe transport, storage of the herbicide and disposal of empty containers. Surplus herbicide will be returned to Parks Canada after treatment is complete.
- The Contractor is responsible for posting of signage of herbicide application at appropriate locations (as well as removal at the appropriate time post-application)
- The Contractor will track the areas treated with GPS.
- The contractor will log daily spray records including position, time, speed, track, application on/off, boat captain name, and boat number.

### **Occupational Health and Safety Requirements**

It is the responsibility of the Contractor to develop a comprehensive safety plan. The objective of the safety plan is to ensure that all operations are conducted in a safe manner and the Contractor adheres to all applicable laws, regulations and procedures. During the delivery of the project, Parks Canada may choose to verify and audit the requirements identified in the safety plan. Parks Canada and MECP must be notified immediately in all cases of spills and emergencies.

Given the current nature of the COVID-19 pandemic, the Contractor's safety plan must include COVID-19 measures and comply with all federal, provincial and local restrictions.

### **Security Plan**

The Contractor shall ensure sufficient security measures are taken which meet or exceed all requirements of the Pesticides Act and Ontario Regulation 63/09. Parks Canada shall not be responsible for the herbicide, or its security, once they are delivered to the Contractor.

The Contractor will supply all security services for the project including, but not limited to base of operations, and herbicide storage facilities.

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It will be the responsibility of the Contractor to follow the procedures of the written security plan submitted as part of its submission and to ensure all its staff members are briefed and aware of the procedures. The Contractor must abide by any current regulations issued by Parks Canada, Transport Canada and MECP with regard to watercraft and herbicide safeguarding and security.

All application watercraft must be disabled when not in use so that they cannot be started by anyone other than authorized personnel. All herbicide holding containers, mix tanks, pumps, hoses, and similar equipment must be flushed prior to the start of operations and must have all possible points of entry sealed and secured when not in use.

Access to the herbicide loading and storage areas must be restricted to authorized personnel of the Contractor and Parks Canada.

### **Reporting Requirements**

The Contractor will provide Parks Canada with the following information for inclusion in the post-treatment assessment report:

- Data recorded by GPS at the time of pesticide application tracking the treatment areas. Downloaded data should be in UTM and WG84/NAD83 datum.
- Type and performance of equipment that was used, swath width, total litres of herbicide applied, total number of hectares of treated within each Treatment Polygon;
- Start and end times of each Treatment Polygon application;
- Any other information specifically required as per the permits from MECP and Parks Canada; and
- Identify potential areas for improved treatment methods (lessons learned).

A short report with all data will be submitted electronically to Parks Canada by December 17, 2021 for review and approval by Parks Canada on February 15, 2022. The Contractor will also participate in one post treatment meeting (through remote participation) in fall 2021 to support Parks Canada's field assessment of the efficacy of the herbicide application.

### **Parks Canada Provisions**

- Updated 2021 Water Soldier distribution table and treatment maps in electronic format (.shp files).
- The herbicide and surfactant for this application will be provided by Parks Canada. Parks Canada will be responsible for delivery of the herbicide to the base of operations specified by the Contractor at no additional cost to the Contractor. Arrangements for delivery of the required herbicide will be made with Parks Canada Project Supervisor.
- Parks Canada will provide notification to all landowners adjacent to treatment areas as required by the MECP Permit on behalf of the contractor.
- The Parks Canada Research and Collection Permit is already complete and will be provided by Parks Canada (the Contractor must carry a copy of this permit while operating on the waterway).

### **Appendixes (Map):**

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<b>List of Appendixes/ Liste des annexes</b>	<b>Document name / Nom du document</b>
<b>Appendix 1/ Annexe 1 : Seymour Project Area/ Zone du projet Seymour</b>	<b>Appendix 1_Annexe 1_Seymour.pdf</b>
<b>Appendix 2/ Annexe 2 : Crowe Bay Project Area/ Zone du projet Crowe Bay</b>	<b>Appendix 2_Annexe 2_Crowe Bay.pdf</b>
<b>Appendix 3/ Annexe 3 : Percy Reach Project Area/ Zone du projet Percy Reach</b>	<b>Appendix 3_Annexe 3_Percy Reach.pdf</b>
<b>Appendix 4/ Annexe 4 : Hickory Island Project Area/ Zone du projet Hickory Island</b>	<b>Appendix 4_Annexe 4_Hickory Island.pdf</b>
<b>Appendix 5/ Annexe 5 : Wilson Island Main Channel Project Area/ Zone du projet Wilson Island Main Channel</b>	<b>Appendix 5_Annexe 5_Wilson Island Main.pdf</b>
<b>Appendix 6/ Annexe 6 : Wilson Island Back Channel Project Area/ Zone du projet Wilson Island Back Channel</b>	<b>Appendix 6_Annexe 6_Wilson Island Back.pdf</b>
<b>Appendix 7/ Annexe 7 : Glen Ross project Area/ Zone du Projet Glen Ross</b>	<b>Appendix 7_Annexe 7_Glen Ross.pdf</b>
<b>Appendix 8: Product Label - Reward</b>	<b>Product Label – Reward.pdf</b>
<b>Annexe 9 : L'étiquette du produit – Reward</b>	<b>L'étiquette du produit – Reward.pdf</b>

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## ANNEX B

### BASIS OF PAYMENT

Contractors may bid on one to seven Project Areas, depending on their type of equipment and capacity for completing the treatment within the schedule. **Please indicate N/A if area is not of interest, and if there is a maximum capacity or number of areas that can be treated by your company as part of this contract.**

The price must include all labour, equipment, travel, insurance and any other overhead or other costs, if applicable, to perform and provide services described in this SOW. The herbicide will be provided by Parks Canada.

Project Area	Total Treatment Area (hectares) (a)	Unit Price (per hectare) (b)	Total Price (a) X (b)
#1 Seymour	24.4 ha	\$	\$
#2 Crowe Bay	1.3 ha	\$	\$
#3 Percy Reach	18.7 ha	\$	\$
#4 Hickory Island	124.4 ha	\$	\$
#5 Wilson Is. (Main)	25.0 ha	\$	\$
#6 Back Channel	16.9 ha	\$	\$
#7 Glen Ross	17.4 ha	\$	\$
Provision of report on volume of herbicide applied and digital file of GPS tracking pathway, final report and meeting			\$
<b>TOTAL BID PRICE (BEFORE TAXES)</b>			\$

Please indicate if there is a maximum number of hectares or areas that can be treated by you, or your company, as part of this contract:

Number of hectares: \_\_\_\_\_

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## ANNEX C

### INSURANCE REQUIREMENTS

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

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- 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.



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## ANNEX D

### ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)

\*\*\* to be completed after contract award \*\*\*

The following form must be completed and signed prior to commencing work on Parks Canada Sites.

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the Canada Labour Code and the Canada Occupational Health and Safety Regulations are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

<b>Parks Canada Responsible Authority/Project Lead</b>	<b>Address</b>	<b>Contact Information</b>
<b>Project Manager</b>		
<b>Prime Contractor</b>		
<b>Subcontractor(s)</b> (add additional fields as required)		

**Location of Work**

**General Description of Work to be Completed**

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**Mark "Yes" where applicable.**

	A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
	The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
	The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
	The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
	Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
	The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.

I, \_\_\_\_\_ (*contractor*), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

**Name**

**Signature**

**Date**

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## ANNEX E TO PART 4 OF THE BID SOLICITATION

### TECHNICAL EVALUATION

#### Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion must be addressed separately.

No.	Mandatory Technical Criteria
M1	The Bidder must provide proof of Operator and Exterminator Licenses and include the following in their bid: <ul style="list-style-type: none"><li>a. Copy (picture or photocopy) of valid Pesticide Operators License issued by Ministry of Environment, Conservation and Parks (MECP) in the name of the Contractor.</li><li>b. Proof that all persons who will be handling, mixing, loading and/or applying pesticides hold a valid of exterminator licence for the class of Aquatic Vegetation issued by the Director pursuant to Section 35 of <i>Ontario Regulation 63/09</i> or be exempt from being required to have such a licence in accordance with such Regulation. Please include details of level of oversight and number of technicians that will be covered by an exterminator license.</li></ul>
M2	The Bidder must provide proof of insurance or written confirmation that insurance can be acquired prior to work commencing.
M3	The Bidder must provide written confirmation of experience with at least 3 projects involving aquatic herbicide application. For each of the 3 projects, the bidder must indicate the year and period (start and end dates), type of herbicide used, type of equipment used, and hectares sprayed.
M4	The bid must include a written security plan which includes a list of all staff that will be part of the proposed extermination, details for the storage and distribution of the herbicide, steps that will be taken to ensure the security of the herbicide and any other requirements for safe handling required by the permit conditions.
M5	Confirmation of which Project Area(s) the bidder is interested in treating (all Project Areas or a subset of Project Areas).
M6	Confirmation that herbicide treatment can be completed in fall 2021 while the water temperature is above 10 °C.

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### Rated Technical Criteria

The bid must meet the rated technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

No.	Rated Technical Criteria	Maximum Points Available
R1	<p>The Bidder must provide a brief proposal that indicates a description of the equipment to be used, based on the site conditions such as overall spray area, water depth, and the need to minimize the disturbance of bottom sediments, including:</p> <ul style="list-style-type: none"> <li>Type of herbicide application equipment and details of how it is to be used</li> <li>Type of boats or vehicles and how they will be used to access the sites</li> <li>Clear details on the proposed equipment's minimum operating depth and if specific equipment is proposed for select Project Areas, or applicable to all areas. <b>Please note at this time aerial application for Reward aquatic has not been approved.</b></li> </ul>	10

No.	Rated Technical Criteria Scoring Grid	
R1	10 points	Meets the requirements. Type of equipment described is appropriate for work, work can be completed in a highly efficient manner, and environmental protection of the surrounding ecosystem is optimized.
	6 points	Meets the requirements. Equipment is appropriate for type of work, but may be less efficient. Surrounding environment is protected.
	0 points	Equipment is not appropriate for the work. Unclear as to how the requirements would be met.

No.	Rated Technical Criteria	Maximum Points Available
R2	<p>The Bidder must provide a brief proposal that indicates:</p> <ul style="list-style-type: none"> <li>A description of how the equipment will be calibrated for tracking herbicide application rates.</li> <li>Approach to GPS tracking of spray coverage.</li> </ul>	10

No.	Rated Technical Criteria Scoring Grid	
R2	10 points	Meets the requirements. Type of tracking described is highly efficient and will provide detailed reports for use in data analysis
	6 points	Meets the requirements. Type of tracking described requires human calculations and processing for use in data analysis.
	0 points	Unclear as to how the requirements would be met.

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No.	Rated Technical Criteria	Maximum Points Available
R3	The Bidder must provide written confirmation of experience with at least 3 projects involving aquatic herbicide application. For each of the 3 projects, the bidder must indicate the year and period (start and end dates), type of herbicide used, type of equipment used, and hectares sprayed.	10

No.	Rated Technical Criteria Scoring Grid	
R3	This is to evaluate M3.	
	10 points	The bidder has completed 3 projects in the past 3 years that are similar to this work in type of herbicide used, type of equipment used, and hectares sprayed.
	8 points	The bidder has completed less than 3 projects that are similar to this work in type of herbicide used, type of equipment used, and hectares sprayed.
	6 points	The bidder has completed projects that use different types of herbicide and equipment. The numbers of hectares treated per project are similar.
	4 points	The bidder has completed projects that use different types of herbicide and equipment. The numbers of hectares treated per project are less than 20 ha.
	0 points	The bidder has not completed similar projects.

No.	Rated Technical Criteria	Maximum Points Available
R4	The bid must include a written security plan which includes a list of all staff that will be part of the proposed extermination, details for the storage and distribution of the herbicide, steps that will be taken to ensure the security of the herbicide and any other requirements for safe handling required by the permit conditions.	10

No.	Rated Technical Criteria Scoring Grid	
R4	This is to evaluate M4.	
	10 points	Meets the requirements. Sufficient security measures are taken which meet or exceed all requirements of the Pesticides Act and Ontario Regulation 63/09. All elements of the security plan listed in the Statement of Work are addressed.
	6 points	Meets the requirements. Sufficient security measures are taken which meet or exceed all requirements of the Pesticides Act and Ontario Regulation 63/09. Some elements of the security plan listed in the Statement of Work are not addressed.
	0 points	Unclear as to how the requirements would be met.

Minimum Passing Score	24/40
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Solicitation No.:  
5P300-21-0135-A

Amendment No.:  
00

Contracting Authority:  
Lynn Kalp

Client Reference No.:  
10210875

Title:  
Herbicide application for the invasive aquatic plant, Water Soldier (*Stratiotes aloides*)

## ANNEX F TO PART 5 OF THE BID SOLICITATION

### LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

#### Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires Contractors, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the Bidder's or Offeror's organizational structure:

- Contractors including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Contractors bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Contractors that are a partnership do not need to provide a list of names.

Contractors may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the Contractor otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

#### Contractor Information

<b>Contractor's Legal Name:</b>		
<b>Organizational Structure:</b> <input type="checkbox"/> Corporate Entity <input type="checkbox"/> Privately Owned Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership		
<b>Contractor's Legal Address:</b>		
<b>City:</b>	<b>Province / Territory:</b>	<b>Postal Code:</b>
<b>Contractor's Procurement Business Number (optional):</b>		

#### List of Names

Name	Title

**Solicitation No.:**  
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**Declaration**

I, \_\_\_\_\_, (*name*)

\_\_\_\_\_, (*position*) of

\_\_\_\_\_, (*Contractor's name*) declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

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**Signature**

**Date**

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## ANNEX G TO PART 5 OF THE BID SOLICITATION

### FORMER PUBLIC SERVANT

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 FPSs, 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? <b>Yes</b> ( <input type="checkbox"/> ) <b>No</b> ( <input type="checkbox"/> )
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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.



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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: 2019-1](#) 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? <b>Yes ( ) No ( )</b>
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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.