



REQUEST FOR JOINT TENDER

Liquid Dust Suppressant

RFJT-01-2026

TOWNSHIP OF NORTH DUNDAS

TOWNSHIP OF SOUTH DUNDAS

TOWNSHIP OF NORTH STORMONT

TOWNSHIP OF SOUTH STORMONT

TOWNSHIP OF NORTH GLENGARRY

TOWNSHIP OF SOUTH GLENGARRY

CLOSING DATE

Tuesday February 17, 2026

11:00 am

Township of North Stormont
57A Cockburn Street, Berwick
613-984-2821

Late Tenders will not be accepted

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1. SUBMISSION FORMAT

Submissions may be delivered in one of the following ways:

- a) Electronically (PDF) emailed with a read receipt to:

Bethany MacDonald

Public Works Administrative Assistant, Township of North Stormont

bmacdonald@northstormont.ca

- b) Mailed, couriered, or hand-delivered to the Township office, in a sealed envelope addressed to the Township. Delivery via a third-party courier service shall be at the sole risk of the Bidder and must be arranged to ensure delivery to the Township office prior to the Tender closing time.

The Corporation of the Township of North Stormont

57A Cockburn Street, Berwick ON

K0C 1G0

2. SUBMISSION CLOSING

Submissions will be received until 11:30 am (local time) on Tuesday February 17, 2026.

This time and date will be considered the official closing of the Tender.

3. SUBMISSION OPENING

Municipal Staff will open submissions following the official closing. To ensure that all submission requirements are met, submissions will not be opened in a public forum.

4. PROJECT CONTACT

For any questions, comments, clarifications, or concerns regarding this Tender, please contact:

Blake Henderson

Public Works Superintendent, Township of North Stormont

bhenderson@northstormont.ca

613-551-0498

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5. SCOPE OF PROJECT

5.1. The above-noted Participating Municipalities are seeking a joint Tender from qualified firms to provide liquid dust suppressant as directed. The work will consist of loading, delivering, and applying the liquid dust suppressant using tanker-type equipment. The material supplied shall be from the following list:

Liquid Calcium Chloride meeting OPSS.MUNI 2501
Liquid Magnesium Chloride meeting OPSS.MUNI 2503
Liquid Calcium/Magnesium Chloride Blend meeting OPSS.MUNI 2501

5.2. The material is to be supplied and applied as per OPSS.MUNI 506

5.3. The Respondent's truck must be capable of accurately controlling the application rate from one (1) flake tonne to five (5) flake tonnes per kilometre, OR 0.50 L/m² to 2.75 L/m², within a minimum of eleven (11) flake tonnes per load.

5.4. **Respondents must be able to supply up to 35 flake tonnes or 60,000 L per day if given two (2) days' notice.**

6. TIME LIMIT FOR BIDDING

6.1. Submissions will be received by the Township of North Stormont until the specified date and time, which shall be considered the official closing of the Tender.

6.2. Late submissions will not be accepted.

6.3. The official opening of submissions will take place at the Township of North Stormont office in Berwick, Ontario, at the time and date designated for this solicitation.

7. SUBMISSIONS

7.1. All submissions must be upon the *Form of Submission*, included herein, and must be accompanied by a duly completed copy of the *Schedule of Items and Prices*.

7.2. All information required must be provided, and the submission price must equal the total amount of the *Schedule of Items and Prices*.

7.3. Each Respondent is solely responsible for any costs associated with preparing and submitting their submission.

7.4. All submissions become the property of the Participating Municipalities. Details of submissions may be disclosed after the evaluation process and, therefore, shall not be treated as confidential unless expressly stated otherwise.

7.5. Upon closing, all submissions become irrevocable for 60 days from the closing date. A Respondent that fails to comply with this shall forfeit their deposit and will be liable for damages.

8. DECLARATIONS OF INTERESTS

- 8.1. The Respondent shall clearly indicate any and all persons, firms, or corporations, other than the Respondent, that have any direct or indirect interest in the Respondent being successful in this solicitation and describe the general nature of the interest.
- 8.2. The Respondent shall clearly indicate any Member of Council or employee of the Township(s) that have any direct or indirect pecuniary interest in the Respondent being successful in this solicitation and describe the general nature of the interest.

9. DRAWINGS AND CONTRACT DOCUMENTS

- 9.1. Each Respondent is responsible for satisfying themselves, through their own study, calculations, and inspection of drawings, procurement documents and worksites, with respect to the conditions existing or likely to exist in connection with the execution of the Agreement, including the practicability of completing the work successfully within the stipulated time. No consideration will be given to any claim arising from a misunderstanding of the conditions imposed by the procurement process or any resulting agreement.

10. RESPONDENTS TO INVESTIGATE

- 10.1. Respondents must satisfy themselves by examination of the locations of the proposed works as to the local conditions to be met during the execution of the Agreement.
- 10.2. The successful Respondent will be responsible for obtaining information as to the location of any existing utilities and will be liable for any damage to the same as a result of their operations and will be required to pay all costs of repair and/or replacement.

11. ITEMS

- 11.1. The parts of the work may have been divided into items so that in the event of an increase or decrease in the quantity of any particular item of work, the actual quantities executed may be paid for at the rates stated for that particular item of work in the *Form of Submission*, subject to the basis of payment laid down for each item in the specifications. The quantity shown for any item is approximate only and may

be increased, decreased, or eliminated. Respondents are to note that areas of work are in various locations and of various sizes, with no minimum or maximum dimensions.

12. TAXES

12.1. The prices submitted shall include all taxes where applicable.

13. SUBMISSION DEPOSIT

- 13.1. Each submission must be accompanied by a certified cheque or bank draft payable to the *Corporation of the Township of North Stormont* for \$5,000.00, drawn upon a Canadian Chartered Bank located in Ontario. The deposits of best and second-best evaluated submissions will be retained until an Agreement has been reached and has been signed, and the surety, as required, is furnished to the satisfaction of the Treasurer.
- 13.2. Failure to enter into an Agreement with the Participating Municipalities within the time limit may result in forfeiture of the submission deposit.
- 13.3. The submission deposit may be cashed at the discretion of the Municipal Treasurer with no interest payable to the Respondent.
- 13.4. The deposit of the second-best evaluated submission shall be held by the Township until an Agreement can be entered into with the Respondent that submitted the best evaluated submission.

14. SURETY

- 14.1. A certified cheque or bank draft in the amount of \$5,000.00 will be required of the successful Respondent for faithful performance of the Agreement, upon entering into an Agreement.
- 14.2. The certified cheque may be cashed at the discretion of the Municipal Treasurer with no interest payable to the Respondent.

15. ABILITY AND EXPERIENCE OF RESPONDENT

- 1.1. It is not the intent of the Participating Municipalities to award this Contract to any Respondent who does not furnish satisfactory evidence that they have the ability and experience in this class of work and that they have sufficient capital and plant to enable them to prosecute and complete the Agreement.
- 1.2. The equipment to be used under an Agreement resulting from this solicitation will be subject to inspection by a representative of the Township(s) to determine its suitability to perform the necessary work. The inability of the Respondent to provide

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equipment of sufficient quality or quantity or provide material at a satisfactory rate may affect the selection of the successful Respondent.

16. SUBCONTRACTORS

16.1. The Respondent shall list the name and address of each proposed subcontractor. Only one subcontractor shall be named for each part of the work to be sublet. Each subcontractor is subject to the approval of the Township(s), and no change in unit prices submitted in the solicitation will be allowed for the substitution of any subcontractor.

17. COLLUSION OR FRAUD

17.1. The Respondent has ensured their submission is made without connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a submission for the same work and is in all respects fair and without collusion or fraud.

18. WRITTEN AGREEMENT

18.1. This solicitation is subject to a formal Agreement being prepared and executed.

18.2. The Township(s) shall not be obligated to any Respondent whatsoever unless a written Agreement has been executed relating to an approved submission.

18.3. The successful Respondent will be required to execute the Agreement within ten (10) business days from the date of mailing of the notice to the Respondent, according to the address given in the submission, that the Contract is ready for signature.

18.4. Unless specifically stated otherwise in any Agreement arising from this procurement process, any service, good, or claim made in a Respondent's submission shall be considered to be part of the Agreement arising from this procurement process.

19. CONTRACT AGREEMENT

19.1. **The term of this Contract is for one year (2026) with the option to renew for two additional one-year terms for 2027 and 2028.** An evaluation shall be conducted by the participating Municipalities to determine whether the contract renewal is warranted.

19.2. Prior to the commencement of the second and third year terms, the Contractor will receive a letter stating the proposed increase for the renewal of the Contract. The

increase will be based upon the accepted Consumer Price Index (for Ontario) for services in the previous calendar year.

- 19.3. The Contractor must submit a written response within fifteen (15) working days to accept the terms of the renewal.
- 19.4. These Written documents shall be considered an extension to the original contract and be bound by the specifications contained therein unless otherwise changed or clarified in the offer.

20. PAYMENT

- 20.1. Payment shall be considered as compensation in full for the supply of all necessary labour, equipment, trucking and appliances, including all material to complete the work as outlined in this Contract.
- 20.2. Payment shall be construed as including protection to all existing plant and structures within the limits of this Contract.
- 20.3. The Contractor shall note that any damage to existing plant or structures caused by their operations shall be reinstated to the Participating Municipalities' standards at their own expense, subject to the approval of the Township's Chief Administrative Officer, or their designate, and will, in no way, be considered as an extra to the Contract.
- 20.4. The Contractor is to provide a Statutory Declaration of payment for all subcontractors used.

21. LEGISLATION, SAFETY, AND INSURANCE

- 21.1. The successful Respondent shall perform the Work in accordance with all applicable laws and regulations, including but not limited to the Occupational Health and Safety Act and regulations of the Province of Ontario. The Municipality will require, where appropriate, Respondents to furnish proof of training for WHMIS and a copy of their Health and Safety policy, as well as a WSIB certificate with CAD 7 experience. *These documents do not need to accompany the submission.*
- 21.2. Should the successful Respondent be in contravention of the above, all work on the project shall cease immediately and remain stopped until adequate corrective measures have been taken, and the Township(s) shall be notified immediately. The Contractor will immediately take whatever corrective measures are necessary, and the decision of the Township's Chief Administrative Officer, or their designate, shall be final in this regard.

- 21.3. The successful Respondent shall be the prime contractor and shall control the work to ensure compliance with all occupational health and safety laws and regulations.
- 21.4. The successful Respondent agrees to hold harmless the Participating Municipalities and will agree to take responsibility for any health and safety violations, as well as the cost to defend such charges as a result of any violation under the Occupational Health and Safety Act.
- 21.5. The successful Respondent shall save harmless the Participating Municipalities from any liability and the successful Respondent shall have and maintain commercial general liability insurance coverage that shall include but not be limited to bodily and personal injury liability, property damage, contractual liability, professional liability and contingent employers liability coverage with an inclusive limit of not less than \$5,000,000 per occurrence for personal injury or property damage, with an annual aggregate of at least \$5,000,000 and a deductible not to exceed \$10,000. The Participating Municipalities shall be identified as additional insured on the successful Respondent's insurance policy. The successful Respondent shall also carry standard form automobile liability insurance with an inclusive limit of not less than \$2,000,000 for any one occurrence in respect of the use or operation of vehicles by the Respondent for the provision of services, whether those vehicles are owned, leased or not owned by the Respondent.
- 21.6. The successful Respondent is to be known as the Operator with regard to Commercial Vehicle Operator Registration (CVOR) Legislation as defined in the Highway Traffic Act.

22. RIGHTS OF RESPONDENTS AND CONTRACTORS

- 22.1. By submission of a clear and detailed written notice, a Respondent may amend or withdraw their submission before the official closing of the Tender.
- 22.2. Based on an approved invoice submitted to the Township's Treasurer, the Contractor shall be entitled to be paid monthly for work completed.
- 22.3. The Contractor shall be entitled to simple interest calculated at 0.5% per month on late payments.
- 22.4. Respondents shall be entitled to prompt return of their Submission Deposit if their submission is neither the best nor the second-best evaluated submission.
- 22.5. In lieu of a certified cheque for surety, the successful Respondent may provide to the Township(s) with a Letter of Credit in an amount and form acceptable to the Treasurer.

- 22.6. The Contractor is entitled to final payment upon substantial completion, subject to any holdbacks and maintenance securities.
- 22.7. After the acceptance of a submission, the Contractor may apply to the Township(s) to substitute another Material identified by a different trade or other name for the Material designated as aforesaid or propose a different work process. The application shall be in writing and shall state the price for the proposed substitute Material or work process and such other information as the Township(s) may require.
- 22.8. Submissions and correspondence of Respondents or the Contractor shall be protected by the Freedom of Information and Protection of Privacy Act.

23. RIGHTS OF THE TOWNSHIP(S)

- 23.1. Notwithstanding anything herein, if it is deemed most favourable in the interests of the Participating Municipalities, then the Township(s) reserves the following rights, to be exercised at their sole discretion, to select a submission that provides the greatest value based on quality, service and price:
 - 23.1.1. To accept corrections to a submission after the closing date for obvious clerical errors, except those that would vary the bid price;
 - 23.1.2. To reject any or all submissions;
 - 23.1.3. To include externalities and full-life cycle costs in determining price;
 - 23.1.4. To use its own estimates on time requirements or “cost plus” estimates in determining price;
 - 23.1.5. To award by item, or part thereof, groups of items, or all items of the procurement;
 - 23.1.6. To accept non-compliant submissions where such non-compliance relates purely to a matter of form, is of a trivial nature, or has no effect upon the relative standing of the submissions;
- 23.2. Notwithstanding anything herein, the Township(s) reserves the following rights in all cases, to be exercised at its sole discretion:
 - 23.2.1. To reject any or all submissions based on one or more of the following factors: safety, financial stability of the Respondent, previous problems with the Respondent in delivering goods or services, the benefits of diversifying the Township's sources of supply, reliability of a Respondent, and other commercially relevant considerations;
 - 23.2.2. To reject any submission that has an all-inclusive cost that is more than 40% below or more than 40% above the average prices submitted and evaluated;
 - 23.2.3. To reject any or all submissions if the fairness or legitimacy of the procurement process could reasonably be called into question because of

interests any and all persons, firms or corporations have in a Respondent's submission;

23.2.4. To modify, extend, suspend, postpone or cancel any part of this solicitation or any subsequent processes without any liability to anyone;

23.2.5. To issue, prior to the closing date, addenda for any part of the procurement process, including: guidelines, plans, specifications, scope of work, requirements, timelines, etc.;

23.2.6. To cancel any Agreement arising out of this procurement process, without liability to the Township(s), if it is found that the successful Respondent provided information as part of this procurement process that it should have known to be incorrect and, in such circumstances, the Respondent will be liable for any damages incurred by the Township(s) resulting from the cancellation of any such Agreement;

23.2.7. In the event of an emergency or pending emergency, to cancel the solicitation and accept, at any time, the submission that best meets the needs of the Township(s) given the emergency;

23.2.8. The Township(s) may contact any Respondent before, during and/or after this procurement process, including to clarify or gather additional information regarding a submission.

23.3. In the event that two or more submissions are ranked as equal, the Township(s) reserves the right to break the tie in a manner it deems appropriate.

23.4. Where a stepped or ranked scoring process is used, the Township(s) reserves the right to score one or more submissions for any criteria as tied or to use a ranking for any criteria that exceeds the total number of submissions.

23.5. The Township(s) reserves the right, at its sole discretion, to restrict a Respondent from participating in future solicitations if, at any time, they fail to follow any part of this procurement process.

23.6. The Township(s) reserves the right to determine the existence of an emergency situation, and when such an emergency situation is deemed to exist, the Township(s) may instruct the Contractor to take action to remedy the situation. If the Contractor does not take timely action, or if the Contractor is not available, the Township(s) may direct others to remedy the situation.

24. OTHER

24.1. A Respondent must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the

requirements set forth or implied in the procurement process, regardless of whether this is a requirement of the procurement process.

- 24.2. If this solicitation is a “request for information”, “request for expression of interest”, “request for qualifications” or similar request, then this process does not give rise to any contractual rights or obligations.
- 24.3. The Contractor agrees to indemnify the Township(s) for costs or third-party claims incurred due to the Contractor’s improper use of intellectual property.
- 24.4. Where the Contractor fails to correct a default within the time specified by the Township(s) or where the Contractor fails to comply with the terms of the Procurement or Contract Documents, the Township(s), without prejudice to any other right or remedy the Township(s) may have, may terminate the Contractor’s right to continue the Work in whole or in part by giving written notice to the Contractor and charge the Contractor the additional cost over the submission price of completing the Work or portion thereof.
- 24.5. The term “should” when used in this document does not have the same meaning as “shall”. Instead, the term “should” means “ought to”; that is, the condition that the “should” applies to is not an absolute requirement but a submission could be ruled as non-compliant, at the Township(s) sole discretion, if the condition is not met.

FORM OF SUBMISSION

RFJT-01-2026 Liquid Dust Suppressant

SUBMITTED BY	
FIRM NAME	
ADDRESS	
PHONE	
EMAIL	

I/We, having carefully reviewed all sites related to the proposed work and all relevant documents, hereby submit and offer to enter into an Agreement as required by the Participating Municipalities, in strict accordance with the mentioned documents and any further details provided, and to supply all necessary labour, materials, and equipment to complete the work within the specified timeframe. I/We agree to be bound by the terms and conditions of this procurement process.

DATED AT _____

THIS _____ DAY OF _____ 2026

Signature of Respondent _____

Signature of Witness _____

NOTE: if the submission is submitted by or on behalf of a Corporation, it must be signed in the name of such corporation by a duly authorized officer, and the seal of the corporation must be affixed. If the submission is submitted by or on behalf of an individual or a partnership, a seal must be affixed opposite the signature of the individual or partner.

SEAL

THIS PAGE MUST BE RETURNED WITH YOUR TENDER SUBMISSION

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SCHEDULE OF ITEMS AND PRICES**FFJT-01-2026 Liquid Dust Suppressant**

MUNICIPALITY	QUANTITY (tonnes)	PRICE PER TONNE	TOTAL
Township of North Stormont	375		
Township of South Stormont	350		
Township of North Glengarry	375		
Township of South Glengarry	350		
Township of North Dundas	380		
Township of South Dundas	60		
		PLUS HST	
		TOTAL TENDERED PRICE	

*** Prices are to be given per flake equivalent tonne ***

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