



**THE CORPORATION OF TOWNSHIP OF SOUTH GLENGARRY  
6 OAK STREET, P.O. BOX 220  
LANCASTER, ONTARIO**

**REQUEST FOR PROPOSAL NO. 2026-08  
Supply and Installation of Play Structure – Summerstown Estates Park**

**CLOSING DATE: 11:00 a.m. June 10, 2026**

**Your proposal shall be submitted by email to the Clerk - [clerk@southglengarry.com](mailto:clerk@southglengarry.com)  
ATTN: Recreation Department – Play Structure**

**All inquiries to be directed to Sherry-Lynn Harbers,  
General Manager of Parks, Recreation & Culture [slharbers@southglengarry.com](mailto:slharbers@southglengarry.com)**

# THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

## Request for Proposal 2026-08 Supply and Installation of Play Structure at Summerstown Estates Park

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# THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

## Request for Proposal 2026-08 Supply and Installation of Play Structure at Summerstown Estates Park

### *Information to Proponents*

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#### **1. Introduction**

- 1.1 The Corporation invites Proponents to provide the design, excavation, supply and installation of a new play structure at Summerstown Estates Park located at 6831 James Crescent, Summerstown, K0C 2E0 in the Summerstown Estates subdivision. This proposal will also include the excavation, supply, delivery, and installation of Engineered Wood Fibre (EWF) as the protective surfacing zone. The play structure will be required to be installed by the end of 2026 or alternatively Spring 2027.
- 1.2 Subject to the Corporation's rights described in this RFP, the Corporation proposes to award a Contract for the work, as more particularly described in the Terms of Reference.

#### **2. Overview**

The Township of South Glengarry is situated along the north shore of the St. Lawrence River in eastern Ontario, between the City of Cornwall and the Province of Quebec. South Glengarry is among the larger municipalities in the United Counties of Stormont, Dundas & Glengarry, covering 605 square kilometres. The Township's geography is dominated by the St. Lawrence River, which provides large natural areas and many recreational opportunities along the waterfront. Due to the Township's geography and settlement areas, parks and recreation services are distributed across many of the Township's distinct villages, hamlets and urban areas (Bainsville, Brown House Corner, Curry Hill, Glen Walter, Glendale, Green Valley, Lancaster, Martintown, North Lancaster, St. Raphael, South Lancaster, Summerstown, Summerstown Station, Tyotown and Williamstown). The Township of South Glengarry is proactive in providing opportunities that promote healthy living, physical activity and inclusivity to children.

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- 2.1 The goods and/or services to be provided by the successful Proponent(s) are described in the Terms of Reference. The Contract between the Corporation and the successful Proponent(s), if a Contract is awarded, will incorporate the Contract Terms and the Terms of Reference.

### **3. RFP Process**

- 3.1 Proponents should carefully read this RFP to thoroughly understand the requirements of the Corporation. Proposals which fail to respond to the procedural and content requirements of this RFP may be rejected.
- 3.2 The Evaluation Criteria that will be applied to Proposals are described in Article 14 of this RFP. It is the intention of the Corporation to identify one Proponent best suited to fill the requirements stated in this RFP.
- 3.3 Proponents are encouraged to ask questions or request clarification with respect to any part of this RFP which is unclear. All questions and requests for clarification respecting this RFP should be made in the manner described in Article 9.0. Except for the meetings provided for in this RFP and other opportunities for the Corporation to obtain information, Proponents are not to contact any Corporation staff or personnel or any member of the evaluation team or Council in relation to the RFP.
- 3.4 The Corporation does not intend to create any contractual relations or obligations with any Proponent by virtue of issuing this RFP or by receiving or opening or evaluating any compliant Proposal. The fact that the Corporation may hold negotiations with a Proponent shall not be construed to create any contractual obligations between the Corporation and such Proponent or Proponents.

### **4. Definitions**

The capitalized terms not otherwise defined in this RFP shall have the meanings indicated in this section.

- 4.1 **“Township”** means the *Township of South Glengarry*

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- 4.2 “**Contract**” means the Contract which the Corporation may enter with the successful Proponent at the conclusion of the RFP.
- 4.3 “**Contract Terms**” means the commercial terms and conditions to be incorporated in the Contract, as more particularly described in Appendix C.
- 4.4 “**Contractual Acknowledgment**” means the document to be included with each Proposal, the form of which is found at Appendix B to this RFP.
- 4.5 “**Corporation**” means the *Township of South Glengarry*
- 4.6 “**Council**” means the municipal council of the Corporation.
- 4.7 “**Evaluation Criteria**” means the evaluation criteria described in Article 14 of this RFP.
- 4.8 “**Letter of Contract Award**” means the award letter issued by the Corporation to the successful Proponent requiring it to execute the Contract or commence Contract negotiations.
- 4.9 “**MFIPPA**” means the *Municipal Freedom of Information and Protection of Privacy Act (Ontario)*.
- 4.10 “**Official Bid Document**” means the form to be attached to the outside of each Proposal prior to submission. The Official Bid Document is Appendix E to this RFP.
- 4.11 “**Project Authority**” means the manager of the site. Currently, the Acting Director on behalf of the Township of South Glengarry is Dave Robertson, Recreation and Facilities Department.
- 4.12 “**Proponent**” means a partnership or corporation or joint venture which participates in this RFP by submitting a Proposal.
- 4.13 “**Proposal**” means a Proponent’s submission in response to this RFP.
- 4.14 “**QA/QC**” means *Quality Assurance and Quality Control*.
- 4.15 “**RFP**” means this request for Proposals, including Appendices A through E.

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4.16 **“Submission Deadline”** means the time for submission of Proposals described in Article 11 of this RFP.

4.17 **“Terms of Reference”** means the goods and/or services to be provided by the successful Proponent as more particularly described in Appendix A to this RFP.

## **5. Proponent Expenses**

5.1 The Corporation shall have no liability to any Proponent for costs incurred in the course of its participation in this RFP, including, but not limited to, the preparation of a Proposal, participation in meetings, interviews or negotiations or the provision of additional information at the request of the Corporation. The Corporation shall not be responsible to any Proponent for any costs, expenses, losses or damages which a Proponent may incur, sustain or suffer by reason of participating in this RFP.

5.2 Proponents should note that the successful Proponent shall be required to obtain and pay for all permits and licenses required for or in relation to carrying out the Terms of Reference and/or performing the Contract, including the permits and licenses that may be issued by the Corporation. The costs of all permits and licenses are to be borne by the Proponent and are deemed to be included in its Proposal.

## **6. Goods/Services and Information**

6.1 The goods and/or services to be provided under the Contract, if a Contract is awarded, are more particularly described in the Terms of Reference.

6.2 To the best of the Corporation’s knowledge, the Terms of Reference are complete and accurate. Nonetheless, nothing in this RFP is intended to relieve Proponents from undertaking their own investigations or enquiries or other due diligence in order to form their own opinions and conclusions with respect to the goods and/or services addressed in this RFP.

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## 7. Confidential Meetings with Proponents

- 7.1 The Corporation may, in its sole discretion, schedule confidential meetings with one or more Proponents. Such meetings may be convened by the Corporation after Proposal submission.
- 7.2 Where the Corporation wishes to convene a confidential meeting, it will deliver a written notice to the Proponent confirming the date, time and place of the confidential meeting, its approximate length and the maximum number of attendees invited. The purpose of such a meeting is to provide the Proponent with an opportunity to discuss, on a confidential basis, the RFP, and any other matters related to the RFP including its Proposal.
- 7.3 Any Proponent participating in a confidential meeting acknowledges and agrees that:
- (i) Nothing said or done during the confidential meeting shall amend or waive any provision of the RFP or be binding on the Corporation or be relied upon by the Proponent unless confirmed in an addendum;
  - (ii) No statement made at such a meeting shall be deemed or considered to be an indication of a preference by the Corporation or a rejection by the Corporation of anything said or done by the Proponent;
  - (iii) Should the Corporation determine, based on discussions at a confidential meeting, that clarification or process-related information received or given during the confidential meeting should be distributed to all Proponents, the Corporation may share such clarification or process-related information with all Proponents.
- 7.4 Each Proponent waives any and all rights to contest and/or protest the RFP based on the fact that confidential meetings occurred or on the basis that information may have been received during a confidential meeting by another Proponent that was not received by the Proponent. The fact that the Corporation decides to meet with one Proponent will in no way oblige it to meet

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with any other Proponent. Neither will the fact that the Corporation met with some Proponents and not others be deemed to be unfair or unequal treatment.

## **8. Conduct and Conflict of Interest**

- 8.1 Proponents are prohibited from engaging in conduct, which is or could reasonably be considered as any form of political or other lobbying or as an attempt to influence the outcome of this RFP.
- 8.2 Proponents are required to disclose to the Corporation, prior to submitting a Proposal, any potential or real conflict of interest in relation to its Proposal or its participation in the RFP.
- 8.3 If a conflict of interest exists, the Corporation may, in its discretion, either withhold evaluation of that Proponent's Proposal until the matter is resolved to the satisfaction of the Corporation or reject that Proponent's Proposal.
- 8.4 The failure of any Proponent to comply with this article may result in the disqualification of the Proponent and the rejection of its Proposal.

## **9. Inquiries and Addenda**

- 9.1 It shall be the Proponent's responsibility to clarify any points in question with the Purchasing Supervisor prior to submitting a Proposal.
- 9.2 Verbal clarification shall not be interpreted to change the intent or contents of this RFP. The Corporation retains the right to decline to answer any enquiry.
- 9.3 Under no circumstances shall the Proponent rely upon any information or instructions from the Corporation, its employees, or its agents unless the information or instructions are provided by way of an addendum. Neither the Corporation, its employees, nor its agents shall be responsible for any information or instructions given to the Proponent, with the exception of information or instructions provided by way of an addendum from the Purchasing Supervisor (or designate) whose contact particulars are listed below.

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- 9.4 **All questions or requests for clarification shall be emailed to the General Manager of Parks, Recreation and Culture, Sherry-Lynn Harbers no later than 4:00 p.m. on June 3, 2026.**

**E-Mail: [slharbers@southglengarry.com](mailto:slharbers@southglengarry.com)**

Any responses made on behalf of the Corporation will be via email or through the issuance of an addendum. Enquiries received after that time, are not guaranteed a response prior to the Proposal submission deadline.

- 9.5 Any addendum issued will be posted on the Corporation website unless otherwise indicated. It is the Proponents' responsibility to check the Corporation website for the addenda.

## **10. Instructions for Completing Proposals**

- 10.1 Proposals should be submitted in the manner described in this Article and should include an index. The Proposals should be organized into two main parts, one responding to the mandatory requirements set out in the Evaluation Criteria and the other responding to the requirements for which points will be awarded. Where a Proponent believes that the submission requirements will restrict it unnecessarily, it should so state in its Proposal and describe in detail its reasons for its belief. Proponents are reminded that it is their obligation to seek clarification of the requirements of the RFP prior to the Submission Deadline.
- 10.2 It is essential that the requirements addressed in the Proposal be described in a clear and concise manner. Failure of a Proponent to provide complete information as requested may result in the rejection of the Proposal.
- 10.3 Subject to paragraph 10.4, Proposals must not exceed 20 single sided letter size pages not counting index, cover page, tabs and blank spacer pages. Proposal text must be at minimum Arial 13 font and all pages to be numbered accordingly. **The Proponent must also attach the Contractual Acknowledgement (Appendix B of this RFP) duly executed.** The Contractual Acknowledgement will not be counted in the 20 page submission limitation.

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10.4 Resumes (to a maximum of **10** pages) must be attached to the Proposal in the form of appendices but will not count as part of the **20** pages.

10.5 Proposals should demonstrate the Proponent's understanding of the Terms of Reference and should clearly address all of the Evaluation Criteria. Proposals should address each requirement identified as a mandatory requirement or a point rated requirement by stating the requirement followed by the Proponent's response, ensuring that the response directly and concisely addresses the requirement. The contents of a Proposal will consist of the following principal sections:

(i) Mandatory requirements;

(ii) Criteria subject to points rating;

10.6 **The Township review team will allow proposals to be submitted with a maximum of two (2) separate design options. Proponents submitting more than one design option must make sure to clearly identify each design and provide a final budget sheet that corresponds to each design. Each design will be scored separately using the RFP Evaluation in Section 14.3.**

## **11. Instructions for Submission of Proposals**

11.1 Proposals shall be delivered by email to the Clerk [clerk@southglengarry.com](mailto:clerk@southglengarry.com) **on or before 11:00 a.m. (local time) on, June 10, 2026** as determined by the time/date stamp clock located in the Purchasing Section. Submissions received at 11:01 a.m. or later will be deemed to be late and non-compliant and will not be opened.

11.2 The name of each contractor and their submitted price will be publicly disclosed at the time of tender opening. The tender opening will take place on June 10, 2026. The opening, including the results, will be posted on the Township's YouTube channel on the same day.

11.3 All Proposals shall become the property of the Corporation.

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## **12. Period of Irrevocability**

12.1 Proposals are irrevocable and shall remain valid and open for acceptance by the Corporation for a period of 90 calendar days following the Submission Deadline.

## **13. Requests for Clarification / Supplementary Information**

13.1 The Corporation may contact any one or more Proponents to request clarification of any information or material submitted as part of the Proposal, or to request supplementary information, without any obligation to contact or request the same clarification or supplementary information from any other Proponent or Proponents. Such clarification or supplementary information may be delivered either in writing or by a Proponent's attendance and oral presentation/meeting, at the Corporation's sole discretion.

13.2 Any response received by the Corporation in reply to a request for clarification or supplementary information shall, at the sole option of the Corporation, form an integral part of that Proponent's Proposal.

13.3 Requests for clarification or supplementary information shall not be considered as an acceptance of a Proposal.

## **14. Evaluation**

14.1 Proposals will be first evaluated based on the mandatory requirements described in paragraph 14.2 which will result in a judgment of "pass/fail". Proposals which have met the mandatory requirements will then be evaluated under the points rated evaluation criteria described in paragraph 14.3.

### **14.2 Stage One – Mandatory Requirement**

For a Proposal to be eligible for evaluation for Stage Two (described below) the mandatory requirements listed below must be met on a pass/fail basis.

Proposals not substantially complying with any of the mandatory requirements, in the sole opinion of the Corporation, will be rejected.

**Mandatory requirements are:**

- i. Proponent must complete and include Appendix B – Contractual Acknowledgment, confirming that the goods and/or services provided under the Terms of Reference will be delivered to the Corporation at the submitted cost and that, the Proponent agrees with, and accepts, the Supplementary Conditions to the Contract (Appendix C to this RFP).
- ii. Proponents must complete and include Appendix D - References with their Proposal submission.

**14.3 Stage Two – Points Rated Evaluation Criteria**

Each Proposal shall demonstrate a thorough understanding of the Terms of Reference and be organized to follow the Evaluation Criteria numbers 1 through 6. A total of 100 points is available under the Evaluation Criteria in these six areas, shall be as follows:

**Points Rated Evaluation:**

<b>Category</b>	<b>Available Points</b>
1. Experience of Proponent	15
2. References	10
3. Design/Accessibility	30
4. Schedule	20
5. Warranty	5
6. Cost/Budget Maximization	20
<b>Available Points</b>	<b>100</b>

**14.4 Points Rated Evaluation**

Proposals must achieve a minimum score of **70%** on the Evaluation Criteria numbered 1 to 6 inclusive. Proposals that do not meet the minimum score required will be rejected. The points rated evaluation requirements are more particularly described below.

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**(1) Experience of Proponent (15 points)**

Provide a Proponent profile and describe the relevant experience of the Proponent in services of a comparable scope and magnitude on-going or completed within the past five years for three projects in a Municipal or Educational setting. For each project, provide the type of playground designed, equipment used, location of the project, value of the project and the contact information for the project coordinator.

Also provide the following:

- A listing of any specialized services that can be offered;
- Any awards or recognitions for playground planning;
- A listing of personnel who will be working on this project (in design, construction and installation) and their qualifications;
- Past experience working on similar municipal projects will be considered an asset;
- Any additional information that will assist the Corporation in evaluating this part of the Proposal.

The Corporation reserves the right to verify information provided. The Corporation may take into consideration, past performance on Township of South Glengarry projects when evaluating proposals.

**(2) References (10 Points)**

Provide contact information for three separate references of clients within the Municipal or Educational sector. References should be from projects of comparable scope and budget completed within the last five years. Complete and include Appendix D- References with the Proposal submission.

The Corporation reserves the right to verify information provided. The Corporation may take into consideration, past performance on the Township of South Glengarry projects when evaluating proposals.

**(3) Design/Accessibility (30 points)**

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Provide a schematic of the proposed play equipment with the appropriate dimensions for the protective surface area clearly illustrated, as well as three-dimensional colour renderings of the proposed play equipment.

Provide the following information with respect to the play structure:

- Provide a listing of components offered including the materials, durability/strength, colour etc. and show how the proposed play structure meets the requirements of the Terms of Reference (Appendix A).
- Innovation/Uniqueness (as judged by the Evaluation Committee)
- Versatility/playability of structure
- Esthetics/appearance of structure
- Include coloured diagrams/3D pictures/schematics of structure

Provide the following information with respect to the play structure:

- Provide accessibility/inclusivity features for each play structure listed in this RFP.

**(4) Schedule (20 points)**

Provides a schedule that ensures the entirety of the project is completed by the end of 2026 or alternatively Spring 2027.

**(5) Warranty (5 points)**

Proponents are to provide all warranties for the play structures indicating their proposal.

All play equipment shall have a detailed warranty on all workmanship, parts and materials.

**(6) Cost/Budget Maximization (20 points)**

Ability to provide a play structure as specified in the Terms of Reference within the \$60,000 budget (excluding HST) for Summerstown Estates Park that maximizes the components, while providing a creative, unique structure that helps support the initiative of safe and active play. Cost will be evaluated

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based on value received for the cost of the play structure and the installation of the Engineered Wood Fibre.

Provide a detailed costing of the play structure that includes all facets of the complete project, including but not limited to design, supply and installation. HST is to be shown separately.

#### 14.5 Evaluation Process:

The evaluation committee will review all Proposals received and score the Proposals using a “**consensus**” approach.

While the Corporation may select the successful Proponent solely on the basis of the Proposal, it reserves the right to meet with or interview one or more Proponents as described earlier in this RFP.

14.6 The Selection Committee intends to make a recommendation to the Corporation of a Proponent on the basis of “**best overall value**” to the Corporation as determined by the Proposal which passes the mandatory requirements, achieves at least the minimum score on the goods and / or service proposal of 70%, and attains the highest score out of the 100 points available based on all Evaluation Criteria.

### 15. **Corporation’s Rights**

15.1 A Proponent’s submission or the Corporation’s evaluation of any Proposal does not obligate the Corporation to accept it or any Proposal or to proceed further with this RFP. The Corporation may, in its sole direction, and for any or no reason, elect not to proceed with this RFP, elect not to accept any or all Proposals, and/or cancel this RFP. The Corporation is under no obligation to enter into a Contract where only one Proposal is received before the Submission Deadline, whether or not such Proposal has been opened or evaluated.

15.2 In addition to any other express rights of the Corporation or any other rights which may be implied in the circumstances, the Corporation reserves the right to:

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- (i) accept a Proposal and award the Contract without negotiations;
  - (ii) waive minor irregularities at its sole discretion;
  - (iii) request that a Proponent rectify any minor deviation at its sole discretion;
  - (iv) verify with a third party any information contained in a Proposal;
  - (v) check references other than those provided by a Proponent;
  - (vi) adjust a Proponent's evaluation or reject a Proponent's Proposal on the basis of:
    - information provided by a Proponent where the Corporation has exercised its right to request clarification or supplementary information;
    - misrepresentations or any other inaccurate or misleading information;
  - (vii) discuss with any Proponent and/or negotiate with any Proponent different or additional terms to those contemplated in this RFP;
  - (viii) accept the whole or any part of a Proposal or a combination of parts of a Proposal; or
  - (ix) cancel this RFP at any stage and issue a new RFP for the same or similar goods and/or services.

## **16. Award of contract**

16.1 The award and execution of a Contract will be made in accordance with the Corporation's Procurement Policy and shall be subject to the approval of Council.

16.2 The Corporation will give notice to the successful Proponent(s), by means of a Letter of Contract Award, that it requires the Proponent to enter negotiations with the Corporation or that it wishes to award the Contract without negotiation. Upon receipt of a Letter of Contract Award, the successful Proponent shall either execute the Contract prepared by the Corporation based on the Contract

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Terms and the Terms of Reference or, if subsequent to the Submission Deadline, changes have been made to the Terms of Reference, commence negotiations with the Corporation to finalize the terms of the Contract.

16.3 In carrying out negotiations the Corporation shall not be limited in what it may explore or negotiate, during Contract negotiations with the successful Proponent(s). The Corporation and the successful Proponent(s) agree to negotiate in good faith and to use reasonable commercial efforts to negotiate the final terms of the Contract within ten business days next following the issuance of the Letter of Contract Award.

Notwithstanding such negotiations, each Proposal shall remain valid and irrevocable and shall not be amended by the Proponent for the duration of the period of irrevocability.

16.4 The Corporation and the Successful Proponent(s) agree to negotiate in good faith and to use reasonable commercial efforts to negotiate the final terms of the Contract within ten (10) business days next following the issuance of the Letter of Contract Award.

16.5 In addition to the Corporation's other rights, if the Successful Proponent(s) fails to negotiate in good faith or the parties fail to come to an agreement on the terms of the Contract within such ten (10) day period, the Corporation may, in its sole and absolute discretion, and without in any way limiting any other recourse that it may have under this RFP or at law:

- (i) extend the ten (10) day period to negotiate the Contract; and/or,
- (ii) request the successful Proponent(s) to resubmit some or part of the Proposal, without affecting the irrevocability of the original Proposal; and/or,
- (iii) Suspend or cancel negotiations with the successful Proponent(s), with or without rejecting its Proposal, and commence negotiations with another Proponent who shall be treated as though it were the successful Proponent(s), to attempt to finalize the terms of the Contract following the process described in this section with that other Proponent.

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## 17. Resolution of Conflict

### 17.1 Pre-Award Dispute

Proponent should seek a resolution of any pre-Award dispute by communicating with the Township Clerk as soon as possible from the time when the basis for the dispute became known to them. The Corporation may delay an Award, or any interim stage of a procurement, pending the acknowledgement and resolution of any pre-Award dispute.

### 17.2 Supplier Debriefing

Unsuccessful Proponents may submit to the Corporation a written request for a debriefing. All such requests must be received within sixty (60) calendar days from the date of the award or non-award notification. Debriefing may be offered through email or via telephone conference at the option of the Corporation.

### 17.3 Post Award

Any dispute of an Award decision must be received in writing by the Township Clerk no later than ten (10) days after the date of the Award notification, or where a debriefing has been requested, ten (10) days after the debriefing has occurred. Any dispute that is not received in a timely way or in writing will not receive further consideration.

The complaint should contain the identity of the Proponent and the procurement process at issue as well as a clear and detailed statement of the legal and/or factual grounds upon which the complaint is based. The complaint should also include, as attachments, any information or documents relevant to the complaint that are in the Proponent's possession.

The General Manager of Parks and Recreation shall review such dispute in consultation with the CAO if required.

Findings shall be issued to the Proponent in writing within 90 days after filing of its dispute, unless an extension of time is warranted due to extenuating circumstances, in which case the findings will be issued within 135 days after the filing of the dispute.

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#### 17.4 Limitation on Liability

Except for a claim for costs of preparation of its Proposal, Proponents by submitting a Proposal, irrevocably waives any claim, action, or proceeding against the Corporation including without limitation any judicial review or injunction application against the Corporation or any of its employees, advisors or representatives for damages, expenses or costs including (without limitation), loss of profits, loss of opportunity or any consequential loss for any reason including: negligence, any actual or alleged unfairness on the part of the Corporation at any stage of the RFP process; if the Corporation does not award or execute a Contract; or if the Corporation cancels the RFP , or if the Corporation is subsequently determined to have accepted a non-compliant Bid or otherwise breached or fundamentally breached the terms of the RFP, or policy or any trade agreement.

### **18. Disputes and Termination**

18.1 In cases of dispute as to whether or not deliverables required by any contract awarded under this RFP meet the requirements of the Corporation, the parties agree to attempt to negotiate a mutually agreeable settlement prior to submitting the matter at issue to a third- party mediator or arbitrator. The decision of an arbitrator, which shall be appointed by the Corporation, will be final and binding. In the event that the Corporation refers the dispute to arbitration, the Proponent agrees that it is bound to arbitrate such dispute with the Corporation. Unless the Corporation shall refer such dispute to arbitration, there shall be no arbitration of such dispute.

18.2 In the event the Corporation refers a dispute to arbitration, the Corporation may give notice of a dispute to one or more other Proponents who submitted Proposals, each of whom shall be a party to and shall be entitled to participate in the arbitration and each of whom shall be bound by the arbitrator's award, whether or not they participated in the arbitration.

18.3 In the event the Corporation refers a dispute to arbitration, the parties to the arbitration agree that they shall exchange brief statements of their respective

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positions on the dispute, supported by relevant documents, and submit to an arbitration hearing that shall last no longer than two days, subject to the discretion of the arbitrator to increase such time. The parties further agree that there shall be no appeal from the arbitrator's award.

18.4 Notwithstanding the above, the Corporation may terminate any contract awarded under this RFP for any reason whatsoever, by giving one hundred and twenty (120) calendar days written notice to the Successful Proponent of such intent. The Successful Proponent shall not be entitled to any monetary compensation for work done following the notification period.

18.5 Notwithstanding any other provision in any contract awarded under this RFP, at the option of the Corporation, the Contract, or any part thereof, may be terminated on twenty-four (24) hours written notice to the Successful Proponent, in the event that the Successful Proponent:

- (i) declares its inability to pay debts as they generally become due;
- (ii) is adjudged or adjudicated bankrupt or insolvent;
- (iii) becomes subject to or requests any benefit or exemption relating to any provision or enactment concerning bankruptcy or insolvency;
- (iv) withholds any funds payable to the Corporation or information from the Corporation;
- (v) abandons the Work under this Contract;
- (vi) disregards any laws, by-laws, rules, regulations, standards, approvals or orders of any of the authorities having jurisdiction, including without restricting the generality of the foregoing, the directives of the Corporation;
- (vii) gives or offers any gratuity to or attempts to bribe any member of Council, officer or servant of the Corporation; or
- (viii) repeatedly fails to adhere to the terms of any contract awarded under this RFP and in particular commits repeated infractions in the performance of the Work.

18.6 In the event that the Corporation terminates all or part of any contract awarded under this RFP, the Corporation may take any steps to secure the completion

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of the Work and any damages or extra expenditures thereby incurred may be collected from the Successful Proponent.

18.7 In the event the Corporation temporarily relieves the Successful Proponent of a portion of the Work, it shall in no way affect the obligations of the Successful Proponent with respect to the remainder of the Work or the same portion of the Work to be done in future.

18.8 In the event that the Corporation exercises their right to terminate the Contract then the Successful Proponent shall be paid for only those Work(s) performed up to the date of termination that have been pre-approved by the Corporation.

18.9 Any representation or warranty given by the Successful Proponent shall survive beyond termination of this contract.

## **19. Confidentiality**

19.1 All information provided by or obtained from the Corporation in connection with this RFP, either before or after the issuance of the RFP, is the sole property of the Corporation and must be treated as confidential. Such information is not to be used for any purpose other than replying to this RFP.

19.2 By submitting a Proposal, Proponents acknowledge that the contents of their Proposals will be disclosed, on a confidential basis, to the evaluation committee and to the Corporation's advisors for the purpose of evaluating or participating in the evaluation of Proposals. The Corporation will use reasonable efforts to protect commercial terms and other sensitive and confidential information provided by the Proponents (the "Confidential Material"), however the Corporation accepts no liability in the event that the Confidential Material, or any part of it, is disclosed even if the Corporation, its staff or any other person associated with the Corporation may have been negligent with respect to such disclosure.

19.3 By submitting a proposal, Proponents agree that pricing contained in the Proposal will be disclosed to the Corporation's Council through inclusion in a report that provides recommendation for award and may be discussed at a

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public meeting, if Council approval is required. The report is included in the Corporation's Council agenda which is made available to the public.

19.4 In accordance with MFIPPA, personal information respecting Proponents and their staff is being collected under the authority of the *Municipal Act* and will be used exclusively in the evaluation process. Because of the provisions of MFIPPA, Proponents are reminded to identify in their Proposal any Confidential Material the disclosure of which could cause them injury. Proponents are cautioned not to designate their entire Proposal as Confidential Material. The Corporation will use reasonable efforts to safeguard the confidentiality of any Confidential Material identified by a Proponent but shall not be liable in any way whatsoever to any Proponent if such Confidential Material is disclosed for any reason.

## **20. Public Statements**

20.1 Proponents shall not publish, issue or make any statements or news releases, electronic or otherwise, concerning their or any other Proposal, the RFP, the evaluation of Proposals, or the award of the Contract or the cancellation of the RFP, without the prior written consent of the Corporation.

## **21. Applicable Law**

21.1 This RFP shall be construed in accordance with and be governed by the laws of the Province of Ontario and, subject to Article 19, each of the Proponents attorns to the exclusive jurisdiction of the Courts of Ontario.

# THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

## Request for Proposal 2026-08 Supply and Installation of Play Structure at Summerstown Estates Park

### ***Appendix A – Terms of Reference***

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The Township of South Glengarry invites innovative proposals, to maximize the \$60,000 budget (excluding HST) for a play structure at Summerstown Estates Park. The work to be completed includes the excavation, design, supply, and installation of Engineered Wood Fibre as a protective surfacing zone that helps promote safe and active play. The play structure will be required to be installed and completed by the end of 2026, or alternatively Spring 2027.

The Supplier will provide the following, consisting of the following components. All shall be completely installed and ready for use:

#### **Site Preparations:**

- The successful proponent will be required prepare the area as required to ensure that the newly installed structure meets all facets of the most recent Canadian Standard for public play structures, CAN/CSA-Z614-14.
- Re-grade the surrounding area to provide a safe and level soil surface. A minimum of four inches depth of topsoil shall form the finished surface surrounding the play structure area separate from the engineered wood fibre. This will include approximately 3 meters surrounding all four sides. The topsoil will be supplied by the proponent and all areas are to be seeded with grass seed.
- Grade shall be sufficiently elevated to ensure proper and full drainage from the Protective Surfacing material and the underlying granular material. A drainage line shall be installed and rundown slope to a point permitting natural drainage. Minimum grade fall shall be ¼ inch per foot.
- Supply, maintain, monitor and erect fencing to prevent the public from entering the work area until final inspection has been completed and approved by the Corporation.
- Arrange for all utility locates.

#### **Summerstown Estates Park play structure requires:**

1. Composite play structure

- For children ages 18 months to 12 years.
2. The structure must meet CSA Annex H accessibility standards.
  3. Double bay swing set(s) as per the following layout
    - a. Bay 1 – Two Belt Swings
    - b. Bay 2 – 1 Tot swing and 1 Little Tikes inclusive seat – part number 200203433 (as per the CAN/CSA-Z614-14 specifications) or equivalent.
  4. 1 Waste Receptacle and 1 6' Bench
  5. This park is in the process of being developed and there is no existing play structure. Proponents are invited to provide a layout of features that they feel works best with the space.
  6. The play structure and swing set areas are required to be joined areas with Engineered Wood Fibre surfacing (EWF). Please refer to image in Appendix F for an aerial view of the park. The play structure should be innovative and challenging. The layout needs to meet the standards and space requirements for CAN/CSA-Z614-14.
  7. Geotextile filter cloth material and drainage materials as recommended by the Engineered Wood Fibre supplier of sufficient size and quality to separate the base drainage material from EWF playground surfacing material and provide drainage as specified by the EWF supplier.
  8. Repair kit per unit including proper tools to use for removing, installing u-bolts, carriage bolts, chains for swings and any other connecting device that forms a part of the structure.
  9. Five extra bolts or other connecting device as found on the structure. 30 feet of additional chain for swings, one extra toddler swing.

**Conditions:**

1. All play equipment must be designed, manufactured, and installed in compliance with the CAN/CSA-Z614-14 Standard “Children’s Play Spaces and Equipment” document and subsequent amendments.
2. The colours should be a pleasing combination of coloured epoxy coatings.
3. The play structure must be accessible for children with disabilities for both entry and exit.

4. The play structure must be free standing.
5. The supplier will be responsible for cleanup and removal of all packaging materials, other debris and any other markings on the play structure.
6. Any welding that is performed must be repainted with the original epoxy coatings.
7. All play equipment shall have a detailed warranty on all workmanship, parts and materials.
8. Engineered Wood Fibre (EWF) for use as a playground safety surface under and around playground equipment shall meet all the requirements of designation F2075 – 10a under ASTM International. The material shall also meet the requirements of Specification F1292. The supplier of the EWF shall provide copies of their records indicating that the requirements within the F2075 designation have been met, and copies of their records of independent testing indicating compliance with ASTM Standard F1292 specific to the relative shock absorbing properties of the material for Protective Surfacing. The EWF shall be compliant with Can/CSA-Z614 -2014 upon completion of installation.

The successful Proponent will be required to supply, transport and install the wood fiber material and any other materials required as specified by the manufacturer, within the Protective Surfacing Zone (PSZ) for the location listed in this RFP.

9. Pricing must be F.O.B. Summerstown Estates Park.
10. The play equipment and installation must be safe in all respects, to prevent injury to children from rough edging, protruding bolts/nuts, loose fittings or unsecured/unstable components, free from defects, etc. The successful Proponent must provide an inspection report prepared by Registered Playground Practitioner or equivalent. A compaction test will not be required upon completing the inspection report, however, the Inspector will be required to measure the surface thickness to ensure it meets safety requirements as per their proper inspection process. The inspection report must indicate compliance with all aspects of Can/CSA-Z614-14 Standard “Children’s Play Spaces and Equipment”. Payment will not be made without the inspection report (performed by an independent CCPI) indicating full compliance in receipt with the Township of South Glengarry.

## **Proposed Project Schedule**

<b>Item</b>	<b>Date</b>
Issue of RFP	May 14, 2026
Deadline for Questions	June 3, 2026 (4:00pm)
Deadline for Submission	June 10, 2026 (11:00am)
Award of RFP	June 22, 2026

Note: Although every attempt will be made to meet dates as listed, the Corporation reserves the right to modify any or all dates at its sole discretion.

# THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

Request for Proposal 2026-08  
Supply and Installation of Play Structure at  
Summerstown Estates Park

## ***Appendix B – Contractual Acknowledgement***

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### **PRICE INFORMATION:**

ALL Goods and/or Services as outlined in the Terms of Reference will be delivered to the Corporation at the cost indicated in your proposal. Prices quoted are in Canadian funds.

### **CONTRACTUAL ACKNOWLEDGEMENT:**

The undersigned agrees that the Contract Terms attached to this RFP as Appendix C shall be the commercial terms and conditions of any Contract entered between the Corporation and the Proponent. The undersigned acknowledges and agrees that the Corporation may make an award of Contract based on the Proposal submitted or, at the option of the Corporation, require the Proponent to enter negotiations to finalize the Terms of Reference. The undersigned acknowledges that any Contract negotiated with the Corporation is subject to the approval of Council.

The undersigned confirms that all actual or potential Conflict of Interest related to the preparation of their Bid or to the performance of the Contract has been declared and fully disclosed to the Corporation.

### **DEFINED TERMS**

The capitalized terms used in this Contractual Acknowledgement shall have the meanings given to them in Section 4 of the RFP.

### **ADDENDA**

Addenda issued pursuant to this RFP become part of the RFP and every Proposal will be deemed to include all such addenda.

SIGNED this            day of            2026.

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Signature

Name and Title (*Print*)

Has the authority to bind the Corporation.

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Company Name

Company Address

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Telephone No.:

Facsimile No.:

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E-mail Address:

# THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

## Request for Proposal 2026-08 Supply and Installation of Play Structure at Summerstown Estates Park

### ***Appendix C – Contract Terms***

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#### **1. Definitions**

- (1) **“Applicable Laws”** means applicable federal, provincial and local statutes and their respective regulations, ordinance, codes, order, decree of any governmental authority which purports to have the force of law.
- (2) **“Confidential Information”** has the meaning ascribed to it in Section 12(1) hereto.
- (3) **“Corporation”** means the Corporation of the Township of South Glengarry.
- (4) **“Disclosing Party”** has the meaning ascribed to it in Section 13(2) hereto.
- (5) **“Effective Date”** means the date upon which an authorized representative of the goods and/or services Supplier and an authorized representative of the Corporation have both executed this Contract.
- (6) **“General Manager of Parks, Recreation and Culture”** means the head of the Recreation Department.
- (7) **“Receiving Party”** has the meaning ascribed to it in Section 13(2) hereto.
- (8) **“Supplier”** means goods and/or services Supplier name.
- (9) **“Supplier Personnel”** has the meaning ascribed to it in Section 3 hereto.
- (10) **“Site”** refers to Project Authority as defined in Paragraph 4.11
- (11) **“WHMIS”** means the Workplace Hazardous Materials Information System.

#### **2. Goods and/or services**

- (1) The goods and/or services Supplier (where required) shall maintain a Crisis Contingency Plan acceptable to the Corporation, acting reasonably,

and shall comply with said plan throughout the Term of the Contract. The goods and/or services Supplier shall ensure that the Crisis Contingency Plan is consistent with those that would be implemented by a prudent goods and/or services Supplier providing goods and/or services similar to the goods and/or services to an entity such as the Corporation.

- (2) The goods and/or services Supplier shall not assume any responsibilities outside of this Contract that either conflict with the obligations under this Agreement or may in any way prevent or limit the goods and/or services Supplier from performing its obligations hereunder.

### **3. Service Supplier Personnel**

- (1) As of the Effective Date **[to be determined]** the Service Supplier shall provide the services and/or goods outlined in this proposal to the Corporation.
- (2) The Corporation shall have the option to request the immediate replacement of any goods and/or services Supplier Personnel who are considered, in the sole discretion of the Corporation, to be unsuitable, and the goods and/or services Supplier shall, upon such request, immediately replace such goods and/or services Supplier Personnel.

### **4. Subcontracting**

- (1) The goods and/or services Supplier shall obtain the consent of the Corporation in writing prior to subcontracting or permitting the subcontracting of any portion of the goods and/or services.
- (2) In any subcontract permitted under this Section 4, the goods and/or services Supplier shall ensure that the subcontractor is bound by and complies with the terms and conditions of the Contract.
- (3) Notwithstanding subcontract, the goods and/or services Supplier shall remain responsible for to the Corporation its obligations under this Contract.

## 5. Representations and Warranties

- (1) The goods and/or services **Supplier** covenants, represents and warrants as follows:
  - (a) to use only licensed and qualified individuals of suitable training, experience, and shall as goods and/or services Supplier Personnel and ensure that all goods and/or services Supplier Personnel maintain in good standing their licenses from their governing bodies and provide proof to the Corporation upon request;
  - (b) to conduct appropriate background checks with respect to the goods and/or services Supplier Personnel;
  - (c) to supervise the performance by the goods and/or services Supplier Personnel of the goods and/or services in the same manner as would a reasonably prudent goods and/or services Supplier providing goods and/or services similar to the goods and/or services for a client such as the Corporation;
  - (d) to ensure the goods and/or services are performed to the highest degree of care and skill in accordance with all Applicable Laws, standards of practice of the applicable licensing and regulatory bodies and the by-laws, rules, regulations and policies of the Corporation;
  - (e) to ensure that there are an appropriate number of goods and/or services Supplier Personnel available at all times to provide the goods and/or services in accordance with the levels of goods and/or services to be provided under this Contract;
  - (f) that all Equipment materials, supplies and goods and/or services provided by the goods and/or services Supplier shall fully comply with all safety and environmental requirements, as set forth in Applicable Laws, all applicable industry standards and all rules, regulations, policies and standards of the Corporation, as amended or supplemented from time to time;

- (g) to notify the Corporation as soon as possible of any incidents, occurrences, errors, omissions or mistakes in relation to the goods and/or services that the goods and/or services Supplier discovers or of which it becomes aware;
- (h) to notify the Corporation as soon as possible of any situation which may affect the ability of the Corporation or the Site to enjoy the benefit of the goods/services;
- (i) that the goods and/or services Supplier is a duly incorporated and validly existing corporation and has the corporate power and authority and all governmental licences, authorizations, consents, registrations and approvals required as at the date hereof to enter into and perform its obligations under this Contract;
- (j) that the entering into and the performance by the goods and/or services Supplier of its obligations under this Agreement:
  - are within its powers and have been duly authorized by all necessary corporate action on its part; and
  - are not in violation of any law, regulation, ordinance or decree having application to it as of the date hereof or of any agreement to which it is a party.

## **6. Compensation**

- (1) The Supplier shall invoice the Corporation of the Township of South Glengarry. Invoices to be sent directly to the Accounts Payable Section, 6 Oak Street, Lancaster, Ontario K0C 1N0. The Corporation's term of payment is thirty (30) days.

## **7. Insurance**

- (1) The successful applicant shall at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated,

provide the Corporation of the Township of South Glengarry with evidence of:

- (a) Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence / \$5,000,000. annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products; broad form completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; liquor liability (if applicable) cross liability and severability of interest clause.

The Commercial General Liability insurance shall include coverage for:

- Occurrence Basis
- Per Occurrence
- Annual Aggregate
- Bodily Injury & Property Damage
- Bodily Injury & Property Damage
- Contractual Liability
- Products & Completed Operations
- Non-Owned Automobile
- Broad Form Property Damage
- Owners & Contractors Protective
- Occurrence Property Damage

- Employees as Additional Insured(s)
  - Contingent Employers Liability
  - Tenants Legal Liability
  - Cross Liability & Severability of Interest
- (b) Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000. inclusive for each and every loss.
- (2) The goods and/or services Supplier shall provide the Corporation with proof, in a form satisfactory to the Corporation, of the insurance required under this section prior to the commencement of this Contract with an Insurers rated AM Best A – or as acceptable to the Corporation.
- (3) The applicant shall provide the Township with a certificate of insurance evidencing coverage as noted above. Such policies shall not be cancelled, changed or lapsed unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of such cancellation, material change or lapse. The insurance policy will be in a form and with a company licensed to write business in the Province of Ontario and which are, in all respects, acceptable to the Township. The applicant remains responsible for maintaining the required insurance for the entire contract period.
- (4) Such insurance shall add Corporation of the Township of South Glengarry as Additional Insured and include a waiver of subrogation. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.
- (5) The successful bidder must obtain and forward to the Corporation a letter of clearance from the Workplace Safety and Insurance. The clearance certificate's validity period is to be from the current date and up to 90 days,

thereafter ensuring ongoing good standing with the Workplace Safety and Insurance Board. It is the responsibility of the successful Contractor to ensure that its contractors and/or subcontractors of every description obtain and maintain proper and adequate coverage used for this project, as would be required of any prudent contractor and/or subcontractor of such assigned operation.

## **8. Indemnification**

- (1) Without limiting any other obligation of the goods and/or services Supplier under this Contract or otherwise, the goods and/or services Supplier hereby agrees to indemnify and save harmless the Corporation, its elected officials, officers, employees, servants, agents and others for whom the Corporation is in law responsible, from and against any liability, loss, claims, demands, damages, fines and penalties, costs and expenses (including consulting fees), investigatory and legal expenses, and any other actions or causes of actions, suits, caused by or attributed to by any wilful or negligent act, omission, delay, or allegations thereof, a breach of any term of this Contract or of any statute or regulation, or any privacy breach on the part of the goods and/or services Supplier, its officers, employees, sub-contractors, agents, licensees, assignees, invitees or other persons engaged in the performance, non-performance or attempted performance of the goods and/or services pursuant to this Contract or anyone else for whom the goods and/or services Supplier is in law responsible.
- (2) Should the Corporation be made a party to any litigation commenced by or against the goods and/or services Supplier, the goods and/or services Supplier will protect, indemnify and hold the Corporation harmless and will promptly pay all costs, expenses, and legal fees (on a solicitor and client basis) incurred or paid by the Corporation in connection with such litigation. The goods and/or services Supplier will also promptly pay upon demand all costs, expenses and legal fees (on a solicitor and client basis)

that may be incurred or paid by the Corporation in enforcing the terms, covenants and conditions in this Contract.

#### **9. Termination for Cause**

- (1) The Corporation reserves the right to determine non-performance or poor quality of goods and/or goods and/or services and the opinion of the Corporation in this regard shall be final in all instances.
- (2) Where the goods and/or services Supplier is in default in carrying out any of its obligations under the Contract, the Corporation may, upon giving written notice to the goods and/or services Supplier, terminate the Contract, either immediately, or at the expiration of a cure period specified in the notice if the goods and/or services Supplier has not cured the default to the satisfaction of the Corporation within that cure period.
- (3) Where the goods and/or services Supplier becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against the goods and/or services Supplier, or an order is made or a resolution passed for the winding up of the goods and/or services Supplier, the Corporation may upon giving notice to the goods and/or services Supplier, immediately terminate the Contract.

#### **10. Termination for Convenience**

- (1) The Corporation reserves the right to terminate the Contract for any reason, without penalty or obligations to the Corporation, upon provision of ninety (90) days written notice.
- (2) The goods and/or services **Supplier** shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by the Corporation under this Section.

## 11. Force Majeure

- (1) Neither party shall be liable to the other to perform any obligations under this agreement due to causes which are beyond their reasonable control, including, without, limitation, acts of God, acts of civil or military disturbances, fires, floods, epidemics, wars and riots. In the event of such an occurrence, the party claiming relief shall give **prompt written notice** thereof to the other party and any time for performance of an obligation shall be extended by the time equal to the length of delay attributable to such occurrence.”

## 12. Confidentiality

- (1) Each party acknowledges that during the course of this Contract, it may acquire information about certain matters and things which are confidential to the other, and that such information is the exclusive property of the other, including information relating to residents or to business and financial affairs (“**Confidential Information**”). Confidential Information does not include information that was in the public domain other than by reason of acts or omissions by the goods and/or services Supplier of the goods and/or services Supplier Personnel or that the goods and/or services Supplier or the goods and/or services Supplier Personnel lawfully received in good faith from a third party lawfully in possession of same and entitled to disclose same, or where otherwise required by law.
- (2) Each party who receives Confidential Information (the “**Receiving Party**”) of the other party (the “**Disclosing Party**”) shall hold such Confidential Information in trust and confidence for and on behalf of the Disclosing Party and shall not, except as expressly authorized hereunder or in writing by the Disclosing Party, use, copy or disclose to any third party any Confidential Information so received.
- (3) Each Receiving Party shall take appropriate action by instruction, agreement or otherwise to ensure that its directors, officers, consultants and agents are required to keep confidential all Confidential Information of

the Disclosing Party that is disclosed to or comes into the possession of any of them. The Receiving Party shall disclose Confidential Information only to those of its directors, officers, employees, consultants and agent who legitimately and reasonably require the same in connection with fulfilling that party's obligations under this Agreement.

- (4) The Disclosing Party retains title to all such Confidential Information and may require that Receiving Party to return or destroy the Disclosing Party's Confidential Information upon termination or expiration of this Contract.
- (5) Notwithstanding any other provision in these terms and conditions, Confidential Information shall not include information that is or becomes a part of the public domain through no fault of the Receiving Party or anyone for whom the Receiving Party is responsible at law, is received by the Receiving Party from a third party free of restriction, or can be established by written evidence to be already in the Receiving Party's possession without obligation of confidentiality prior to disclosure by the Disclosing Party.
- (6) In the event either party breaches the confidentiality provisions of this Contract, the breaching party acknowledges that the non-breaching party's remedies at law for such injury will be inadequate and the non-breaching party will be entitled to an immediate injunction from a court of competent jurisdiction, in addition to all other legal or equitable remedies for such breach.
- (7) The goods and/or services Supplier may not, in its advertising or otherwise, indicate that it has or may supply goods and/or services to Site, without the express written consent of the Site Manager.

### **13. Confidentiality of Personal Information**

- (1) The goods and/or services Supplier will cooperate with any privacy assessment or audit conducted by or on behalf of the Site.

- (2) In the event that the Site makes a formal complaint to the goods and/or services Supplier in respect of the goods and/or services Supplier's compliance with these confidentiality/privacy provisions, the goods and/or services Supplier shall, within five (5) days of receipt of the complaint, investigate the matter and provide the Site with an oral report stating the cause of the deficiency, if any, and the steps taken to prevent a recurrence, if required. Within a further five (5) days, the goods and/or services Supplier shall provide the Site with a written report documenting the complaint, investigation, deficiency, if any, and the steps taken to prevent a recurrence, if required.

#### **14. Relationship of the Parties**

- (1) The goods and/or services Supplier acknowledges and agrees that the goods and/or services Supplier Personnel:
  - (a) are not employees of the Corporation or of the Site;
  - (b) are not entitled to any of the benefits provided by the Corporation to its employees; and
  - (c) the goods and/or services Supplier shall be solely responsible for all governmental obligations and deductions, including, without limitation, provincial and federal income tax deductions, Employment Insurance, Canada Pension Plan, Workplace Safety and Insurance Board and Employer Health tax contributions.
- (2) This Agreement is not intended to create a partnership, joint venture or employment relationship between the Corporation and the goods and/or services Supplier and neither party will have, nor represent itself to have, any authority or power to enter into any contract, assume any obligations or make warranties or representations on behalf of the other or to act for or to undertake any obligation or responsibility on behalf of the other party, except as may be expressly provided in this Contract.

## **15. Statutes and Regulations**

- (1) Accessibility Regulations for Services: Contracted employees, third party employees, agents and others that provide customer service on behalf of the Corporation must meet the requirements of Ontario Regulation 429/07 with respect to training.
- (2) The successful bidder shall comply with all Federal, Provincial and Municipal laws and regulations, including but not limited to the Workplace Safety and Insurance Act, Occupational Health and Safety Act and regulations including W.H.M.I.S. Any required permits or inspections shall be the complete responsibility of the contractor. Proof of training in specific areas may be requested by the Corporation.

## **16. Key Personnel**

- (1) The goods and/or services Supplier shall use the key personnel and team members, identified in its Proposal submitted in response to the Corporation's RFP, in the performance of the goods and/or services Supplier's services under this contract for the Project. If no such key personnel or team members are identified in the goods and/or services Supplier's Proposal, the goods and/or services Supplier shall identify a representative authorized to act on its behalf with respect to the Project, and key personnel and team members who will perform the goods and/or services Supplier's services under this contract. The goods and/or services Supplier shall not substitute or replace its representative, key personnel or any team members, without the prior written consent of the Corporation, which consent shall not be unreasonably withheld.

## **17. General**

- (1) Notice
  - (a) Any notice shall be in writing and may be delivered by hand or by courier, by registered mail, or by facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the Party for whom it is intended at the address in the

Contract or at the last address of which the sender has received notice in accordance with this section. Any notice shall be deemed to be effective on the day it is delivered, mailed or electronically sent.

(2) Governing Law

- (a) This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The courts of the Province of Ontario shall have jurisdiction to entertain any action arising under this Contract or any other agreement, document or instrument contemplated herein and the parties hereby accept and irrevocably submit to the jurisdiction of the said courts and acknowledge their competence and agree to be bound by any judgment thereof.

(3) Severable

- (a) If any provision of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired thereby and such invalid, illegal or unenforceable provision shall be severable from the remainder of this Contract.

(4) Entire Agreement

- (a) This Contract constitutes the entire Contract between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, among the parties with respect thereto.

(5) Amendments

- (a) No amendment or modification of this Contract shall be binding unless in writing and signed by the authorized representatives of the parties.

- (6) Waiver
  - (a) No waiver by a party to this Contract of any breach of any of the provisions of this Contract by any other party to this Contract shall take effect or be binding upon the party unless in writing and signed by such party. Unless otherwise provided therein, such waiver shall not limit or affect the rights of the party with respect to any other breach.
  
- (7) Successors and Assigns
  - (a) This Contract shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. Neither party hereto may assign this Contract or any part hereof without the prior written consent of the other party hereto.
  
- (8) Counterparts
  - (a) This Contract may be executed in counterparts each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.
  
- (9) Survival
  - (a) The goods and/or services Supplier's obligations pursuant to Section 7 "Insurance", Section 8 "Indemnification" and Section 13 "Confidentiality of Personal Information", hereto shall survive the expiry or termination of the Contract as shall any other provision of the Contract which, by the nature of the rights or obligations set out therein, might reasonably be expected to be intended to so survive.

# THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

## Request for Proposal 2026-08 Supply and Installation of Play Structure at Summerstown Estates Park

### ***Appendix D – References***

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Each Proponent is required to provide three references from organizations similar in size and scope to the Corporation of the Township of South Glengarry for which the Proponent has provided the same or similar deliverables within the past five years. (1 page maximum per reference)

The Corporation, in its sole discretion, may confirm the Proponent's experience by checking the Proponent's references and the provision of the references by the Proponent is deemed to be consent to such confirmation/contact with the references. The Corporation may check references other than those provided by the Proponent.

The Corporation reserves the right to revisit the Proponent's scores in the rated requirements based on information learned during reference checks, should they reveal that there is inconsistency between the Proponent's answers to the rated requirements and the results of the reference check.

<b>Reference #1</b>	
Company name:	
Title of Project:	
Contact name:	
Contact telephone number:	
Contact email address:	
Project, Size, Scope and Value	
Link to View Completed Plan (Optional)	

**THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY**

Request for Proposal 2026-08  
Supply and Installation of Play Structure at  
Summerstown Estates Park

<b>Reference #2</b>	
Company name:	
Title of Project:	
Contact name:	
Contact telephone number:	
Contact email address:	
Project, Size, Scope and Value	
Link to View Completed Plan (Optional)	

<b>Reference #3</b>	
Company name:	
Title of Project:	
Contact name:	
Contact telephone number:	
Contact email address:	
Project, Size, Scope and Value	
Link to View Completed Plan (Optional)	

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**THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY**

Request for Proposal 2026-08  
Supply and Installation of Play Structure at  
Summerstown Estates Park

***Appendix E – Official Bid Document***  
***(Details to be included in emailed submission)***

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**COMPANY NAME:** \_\_\_\_\_

**CLOSING DATE:** June 10, 2026

**CLOSING TIME:** 11:00 a.m. (Local Time)

**EMAIL TO: ATTN: Clerk**  
**clerk@southglengarry.com**

# THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

Request for Proposal 2026-08  
Supply and Installation of Play Structure at  
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## *Appendix F – Aerial Images*

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**Figure 1:** The parkland is approximately 2.5 acres and includes approximately 75 meters of frontage. A temporary driveway is currently in place at the location indicated by the yellow arrow. The proposed play structure is intended to be installed in the area marked by the red “X”.