



Stayner Union Cemetery Commission

REQUEST FOR QUOTE (RFQ)

Burial of Cremated Remains and Disinterment of Cremated Remains RFQ: SUC - 3

Issue Date: March 30th, 2017

Closing Date and Time: April 24th, 2017 – 2:00 p.m. local time

Proposals Addressed to: Stayner Union Cemetery
c/o Township of Clearview
PO Box 200
217 Gideon Street
Stayner, ON L0M 1S0

Summary:

Stayner Union Cemetery Commission operates the Stayner Union Cemetery (SUC) on behalf of the Corporation of the Township of Clearview (Clearview). The cemetery is located at 7661 Highway 26 in Stayner, Ontario. SUC has approximately 33 cremated remains burials per year and has not had a cremated remains disinterment in the past few years. Currently burials occur from May 1 to December 1, inclusive, or as weather permits. SUC is not looking to change the dates that the service is offered.

The purpose of this Request for Quote (RFQ) is to solicit proposals from various contractors or service providers based upon the criteria listed herein. SUC will conduct a fair and extensive evaluation and select the candidate who best represents the direction SUC wishes to take.

Timeline:

The following is the schedule for this RFP:

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Issue Date of RFP	March 30 th , 2017
Proponent's Deadline for questions relating to the RFP	April 24 th , 2017 until 10:00 a.m.
Proposal Submission Deadline	April 24 th , 2017 at 2:00 p.m.
Proponent's Presentation (if any) ** see note	Not applicable
Selection of RFP on or before	April 28 th , 2017
Start date of contract	May 1 st , 2017

Proposal Guidelines:

This RFQ represents the requirements for an open and competitive process. Proposals will be accepted until 2:00 p.m. local time April 24, 2017. Any proposals received after this date and time will be returned to the sender. All proposals must be signed by an official agent or representative of the company submitting the proposal.

If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

All costs must be itemized to include an explanation of all fees and costs.

Contract terms and conditions will be finalized upon selection of the winning bidder for this RFQ. All contractual terms and conditions will be subject to review by SUC and will include scope, budget, schedule, and other necessary items pertaining to the project.

Service Description:

The successful bidder will open and close the grave and receive the required documents from the funeral director or family which shall be delivered to Stayner Union Cemetery. The sod/turf is to be removed before the digging and replaced back after the grave is filled, if possible. The burial is to follow the standards of the BAO and the SUC as set out in its Cemetery By-law.

Service Scope:

The successful bidder will outline the days and hours that they will be available to perform the services. The services will be generally be performed from May 1 to and including December 1 of each year or as weather permits. The term of the contract is to be three years with annual increases, if any, and an option to renew.

RFQ Timelines:

Proposals are due not later than 2:00 p.m. local time on April 24th, 2017. The evaluation of the proposals will be conducted the week of April 24th, 2017. If additional information or discussions are needed with any bidders, the bidder(s) will be notified.

The selection decision for the winning bidder will be made no later than April 28, 2017.

Upon notification, the contract with the winning bidder will be prepared.

Notifications to bidders who were not selected will be completed by April 28, 2017 or after the contract with the successful bidder has been signed.

The provision of services shall commence on May 1, 2017.

Budget:

All proposals must include itemized pricing for each individual component and/or phase of the project. The proposal must indicate which components are included in the quotation and which components are not included but are necessary to complete the project.

All proposals must include the payment terms.

Bidder Qualifications:

Bidders should provide the following items as part of their proposal for consideration:

- Description of experience
- References/Testimonials

Proposal Evaluation Criteria:

SUC will evaluate all proposals based on the following criteria. To ensure consideration for this Request for Quote, your proposal should be complete and include all of the following criteria:

- Overall proposal suitability
- Organizational Experience
- Previous work
- Value and cost

Each bidder must submit their proposal to the address below by April 24, 2017 at 2:00 pm local time:

In Person or by Courier:

Stayner Union Cemetery
c/o Township of Clearview
217 Gideon Street
Stayner, Ontario
L0M 1S0

RFQ Envelope Information

Ensure the label on the following page is affixed to the outside of the submission envelope and in clear view.

SUBMISSION LABEL

From: _____

Address: _____

Contact: _____

E-mail: _____

Phone: _____

Deliver to:

**STAYNER UNION CEMETERY
C/O Clearview Township
217 Gideon Street
Stayner, Ontario L0M 1S0
ATTN: Treasurer**

**SEALED BID:
RFQ: SUC-3**

For Agency Office use only

DESCRIPTION: Burial of Cremated Remains

Date and Time Received: _____

CLOSING DATE: April 24, 2017 at 2:00 pm

Received By: _____

ENSURE THIS LABEL IS AFFIXED TO THE OUTSIDE OF THE SUBMISSION ENVELOPE AND IN CLEAR VIEW

Communications

All questions related to the RFQ must be submitted no later than April 24, 2017 at 10:00 am in order to provide the SUC with sufficient time to respond.

All questions shall be directed, **by e-mail only**, to:

Councillor Shawn Davidson,
Chair of the Stayner Union Cemetery
shawn@carruthersdavidson.com

Late Submissions

Proposals received after the official closing time as indicated above, will not be considered during the selection process and will be returned unopened to the respective bidder.

Electronic Submissions

Electronically transmitted submissions (facsimile, email, etc.) will not be accepted for this proposal.

Acceptance or Rejection of Proposals

The SUC reserves the right to reject any or all proposals and the lowest or highest bid, as the case may be, will not necessarily be accepted.

Notwithstanding and without restricting the generality of the statement immediately above, the SUC shall not be required to award or accept a proposal:

- i) When only one bid has been received as the result of a proposal call;
- ii) Where the lowest responsive and responsible Bidder substantially exceeds the estimated or budgeted cost of the goods or service;
- iii) When all bids received fail to comply with the specifications of the proposal terms and conditions, and it is impractical to recall proposals.

The acceptance of a proposal will be contingent upon an acceptable record of ability, experience, previous performance and evaluation as outlined herein.

The SUC shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder prior, or subsequent to, or by reason of the acceptance or the non-acceptance by the SUC of any proposal or by reason of any delay in the acceptance of a proposal except as provided in the RFQ.

The proposal offer shall be irrevocable for a period of ninety (90) calendar days following the date of proposal closing.

Protection & Ownership of Information

Any information submitted as a response to this RFQ will be treated according to relevant provisions of the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). As a result, it will be used solely for the purposes stated in this RFQ. If the proponent considers any information that is submitted to be confidential in nature, this must be clearly stated.

Proposal Award Procedures

Unless stated otherwise the following procedures will apply:

- a) The Corporation will notify the successful Bidder of the award by April 28, 2017.
- b) Notice of acceptance of proposal shall be by written notice.
- c) Immediately upon acceptance of the proposal by the SUC, the successful Bidder shall provide the SUC with any required documents by May 1, 2017.
- d) Following receipt of any documents, the Vendor will receive written authority to proceed with the order.

Responsibility for Damages

The vendor shall indemnify and save harmless the SUC and Clearview from and against all claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, brought by or prosecuted by, or attributed to any such damages, injury or infringement as a result of activities under this proposal.

Ability & Experience of Bidder

It is not the purpose of the SUC to award this proposal to any bidder who does not furnish satisfactory evidence of possessing the ability, experience, and authorization in the delivery of such product(s) to ensure acceptable performance and completion of the proposal.

Performance

Any undue delays and/or costs incurred by the SUC due to inefficiencies in, or lack of performance on behalf of the successful bidder shall be deemed to be the responsibility of that bidder and as such will be deducted from the payment for the product or services.

Limited Liabilities

The SUC's liability under this RFQ shall be limited to the actual goods and services ordered and provided.

Assignment

The successful bidder is not permitted to assign this award, nor any work to be performed under this award, or any part thereof to another party, without the prior written consent of the SUC. Such written consent shall not, under any circumstances, relieve the successful bidder of any liabilities and/or obligations under this award. Such consent for an assignment will be at the sole discretion of the SUC and shall not be unreasonably withheld by the SUC.

RFQ – SUC Cremated Remains Burial and
Cremated Remains Disinterment

Occupational Health & Safety Act

The *Occupational Health & Safety Act*, and regulations, which may be amended from time to time, shall govern the operation of this project. Responsibility for compliance with the Act and regulations, rests exclusively with the bidder and may be subject to scrutiny by Clearview authorities. Regulations are available from the Ministry of Labour offices.

Bereavement Authority of Ontario

The Bereavement Authority of Ontario (BAO) regulates cemeteries and cemetery operators in Ontario. The successful bidder is responsible for following and shall ensure that they follow all rules and regulations as set out by the BAO (<http://thebao.ca/>).

Municipal Cemetery By-law

The SUC operates on behalf of the Corporation of the Township of Clearview, the owner. Clearview currently regulates the SUC with By-law 15-64 http://clearviewclerk.ca/wp-content/uploads/2016/01/15-64_cemetery_rules_regulations.pdf. The successful bidder is responsible for following and shall ensure that they follow By-law 15-64 and any future amendments or replacements.

Indemnification

In carrying out these works, the successful bidder agrees to indemnify and save harmless the SUC, the Township of Clearview, its officials, officers, employees, appointees, volunteers and agents against any and all actions, causes of action, interest, claims, costs, damages, demands, expenses including defence costs or loss that may be brought, made or which may arise in respect of anything done or omitted to be done by the bidder's employees or agents who shall be, and remain at all times and for all purposes, the servants or employees of the bidder.

The successful bidder covenants that the indemnity herein contained shall extend to all claims, loss, costs and damages by reason of or arising out of improper or faulty work performed in connection with this Agreements by the successful bidder, its servants or agents, whether or not these have been approved by the Township, its servants or agents. The rights to indemnity contained in this paragraph shall survive any termination of this Agreement, anything in this Agreement to the contrary notwithstanding.

Insurance

The successful bidder agrees to acquire and maintain in force, and at its expense, including the payment of all deductibles, a policy of Liability Insurance acceptable to Clearview in the amount of not less than TWO MILLION DOLLARS (\$2,000,000), and to deliver a Certificate of the Policy originally signed by an authorized agent of the insurance company issuing the policy, and a certified copy of the policy to the Township upon the bidder's execution of this Agreement. The names to be noted on the Certificate is "Stayner Union Cemetery and the Corporation of the

Township of Clearview, PO Box 200, 217 Gideon Street, Stayner, Ontario, L0M 1S0.” It is expressly provided that the Policy is:

- a) Not to be construed as a limit on the liability of the bidder in the performance by the bidder of its professional services under this Agreement;
- b) Notwithstanding anything to the contrary contained herein, kept in force and in effect for a period of time ending no earlier than one (1) year after completion of the project;
- c) To be in a form and with an insurance company acceptable to the Township.

Workplace Safety & Insurance Board

The bidder shall provide certification of Workplace Safety and Insurance Board (WSIB) coverage or confirmation of private coverage prior to commencing any work. The bidder shall also provide to the SUC a Certificate of Clearance from the WSIB that all coverage is current.

Accessibility

The SUC is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and shall comply with the standards under the *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), which may be amended from time to time. Regulations enacted under the AODA apply to every designated public sector organization and other third parties that provide goods and services to members of the public.

The successful proponent will be required to sign Clearview’s “Contractor Accessibility Agreement”, confirming that the proponent, and all sub-contractors hired by the proponent in the completion of its work meet AODA training guidelines.

It is the proponent’s responsibility to ensure they are fully aware of, and meet all requirements under the AODA, including any requirements that may apply to the proposed software solution.

Cancellation

The SUC reserves the right to immediately terminate the award without cause at its own discretion, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.

Either party may terminate the contract by giving the other party ninety (90) days written notice, giving reasons acceptable to the other. A period of less than ninety (90) days to terminate the contract may be negotiable if mutually agreeable among the parties involved in the contract.

Terms of Payment

Payment for services will be made within thirty (30) calendar days of the acceptance of the completed work. Invoices shall be forwarded to:

Stayner Union Cemetery
P.O. Box 200, 217 Gideon Street
Stayner, ON

Enquiries

If a bidder finds omissions from, or discrepancies in, any of the proposal documents, or should the bidder be in doubt as to the meaning of any part of such documents, the bidder should notify the designated person, in writing, without delay. If the designated person considers that a correction, explanation or interpretation is necessary or desirable an addenda will modify any of the requirement or provisions of the proposal documents.

Enquiries are to be directed to (designated person):

Councillor Shawn Davidson
Chair, Stayner Union Cemetery
shawn@carruthersdavidson.com
(705) 443-9191

Township of Clearview Background

In 1994, the municipalities of the former Town of Stayner, Village of Creemore, the Township of Nottawasaga and the Township of Sunnidale were amalgamated into what is now known as the Township of Clearview.

The Township of Clearview is located in west-central Simcoe County, with an existing population of approximately 15,000. Municipal services provided by the Township include, but are not limited to Development and Planning, Public Works, Fire and Emergency Services, Libraries, Finance, and Parks and Recreation.

With projected growth and existing development, Clearview's records are primarily property based. Managing property information is a key focus of our records management program. The Township is open to innovative solutions to managing these types of records as well as the utilization of GIS maps to provide a visual directory of records.

Stayner Union Cemetery Background

Stayner Union Cemetery was established in the 1870s and is owned by the Township of Clearview, and is operated by the Stayner Union Cemetery Board, a municipal service board created by the Township of Clearview. The SUC is located at 7661 highway 26, Stayner, Ontario, L0M 1S0. Additional information is located here:

<http://clearviewclerk.ca/cemeteries/stayner-union-cemetery/>

APPENDIX A – Intent to Bid Form

REQUEST FOR PROPOSAL

NOT REQUIRED

APPENDIX B – Proposal Form

For: **Casket Burial and Casket Disinterment Services**

As Supplied by:

Firm Name

Address

Hereinafter called the “Bidder”

To: Stayner Union Cemetery,
c/o Township of Clearview
217 Gideon Street, PO Box 200
Stayner, ON
L0M 1S0

Hereinafter called the “Corporation”

APPENDIX – C Bidder Declaration

Bidder Declaration:

1. No person, firm or corporation, other than the Bidder, has any interest in this proposal or in the proposed works for which this proposal is made.
2. This proposal is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a proposal for the same work and is in all respect fair and without collusion or fraud.
3. No members of Clearview Council and no officer or employee of the Stayner Union Cemetery or the Corporation of the Township of Clearview is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or otherwise in or in any portion of the profits thereof, or in any of the monies to be derived therefrom.
4. We agree to complete the work in accordance with the Contract documents including the following Addenda.

Addendum No. _____ dated _____, 20____

Addendum No. _____ dated _____, 20____

Addendum No. _____ dated _____, 20____

Addendum No. _____ dated _____, 20____

5. All pricing is quoted in Canadian currency.

**Please be advised that the lowest or any proposal is
not necessarily accepted**

Dated at _____ this _____ day of _____, 2017

Signature of Witness

Signature of Bidder

APPENDIX D - Schedule of Services & Prices

Services – January 1 to December 31	Cost excluding HST
Cremated Remains Burial – Monday to Friday	\$
Cremated Remains Burial – Saturday	\$
Cremated Remains Burial – Sundays and Holidays	\$
Winter Burial Surcharge, if any	\$
Cremated Remains Disinterment – remains in concrete vault	\$
Cremated Remains Disinterment – remains in container	\$
Hours of Service	
Annual increase in Fees effective January 1 (% or method of calculating percentage – eg: CPI Ontario)	
Additional Fees, if any. Please note:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Bidder: _____ **Date:** _____

Signature: _____

APPENDIX E - Bidder Information Form

Bidders must complete this form and include with the Proposal Submission

Please ensure all information is legible

Bidder Contact (Please put an individual's name)	
Name of Bidding Organization	
Office Phone Number	
Toll Free Phone Number	
Cellphone Number	
Fax Number	
Email Address	
Website	
HST Account Number	
WSIB Coverage	Include WSIB Certificate of Clearance with bid

APPENDIX F - Bidder's Ability & Experience Form

The Bidder shall provide the below information on other customers having purchased the system being offered within this proposal. Preference given for public sector references.

Contact #1	
Customer	
Contact (including phone number)	
Total Award Value	
Additional Comments (optional)	
Contact #2	
Customer	
Contact (including phone number)	
Total Award Value	
Additional Comments (optional)	
Contact #3	
Customer	
Contact (including phone number)	
Total Award Value	
Additional Comments (optional)	

Bidder: _____ **Date:** _____

Please Print

Signature: _____