



The Corporation of the Town of Essex
Request for Proposal RFP-CD-23-001
Superintendent and Caretaker of Cemeteries

Date of Issue: January 19, 2023

Closing Information:

Date: February 15, 2023
Time: 3:00:00 PM Local Time
Location: Town of Essex Municipal Offices
33 Talbot Street South
Essex, Ontario N8M 1A8

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1. Introduction

1.1 Background Information

The Town of Essex is located in southwestern Ontario, approximately twenty-eight (28) kilometres southeast of the City of Windsor and is one of seven (7) lower-tier municipalities in the County of Essex. The Town of Essex consists of four (4) distinct and unique Centres — Essex Centre, Colchester Centre, Harrow Centre and McGregor Centre. The current population of the Town of Essex is 20,427.

The Town of Essex is soliciting the Request for Proposal from those qualified companies interested in providing Cemetery Maintenance and Grave Opening and Closing Services. It is the intention under this Request for Proposal to enter into the Agreement with a single successful Proponent, although there may be circumstances where more than one Proponent is selected.

2. Proposal Process

2.1 Closing Date and Time

Proposals shall be submitted prior to or by **February 15, 2023, at 3:00:00 PM local time**. All proposals received after the specified closing date and time will not be considered.

2.2 Opening of Proposals

There will be no public opening of this Request for Proposal.

All proposal submissions at the time of closing will become property of the Town of Essex.

2.3 Corporate Contact

It is the Proponent's responsibility to satisfy themselves with respect to any inquiries, clarification or requests for additional information regarding this Request for Proposal. All inquiries, clarifications or requests for additional information are to be directed solely

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to the Town's Corporate Contact as set out below through email contact or written facsimile only. The Town assumes no responsibility for oral instruction or suggestion.

Corporate Contact: Jackson Tang, Assistant Manager, Business Services

Fax: 519-776-8811 Email: jtang@essex.ca

Contact with Town of Essex officials or Town of Essex staff other than the above stated corporate contact on this Request for Proposal, from the date of posting this Request for Proposal up to and including the date of awarding the contract, is not permitted and will be considered grounds for disqualification in the quoting and selection process.

Prospective Proponents who wish to submit queries with respect to this Request for Proposal shall do so by submitting such queries **in writing** to the person named as the Official Corporate Contact. Contact in any other manner will be considered grounds for disqualification in the Proposal process.

3. Proposal Submissions

Submissions shall be in a letter form and must, at a minimum, address the scope as set out in this Request for Proposal under Section 3.2, Section 7, Appendix J and all mandatory requirements as set out in Sub-Section 20.4.

All proponents should carefully review this Request for Proposal for errors or questionable matter. Comments or the need for clarification must be made in writing as requested in this Request for Proposal. Disputes based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Town of Essex as per the terms set out in this Request for Proposal.

The proposal submission should be clear, concise and complete. The Town of Essex shall have the sole, final decision in the selection process.

3.1 Proposal Submission Format

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Proposals must be submitted in a sealed envelope by way of hand delivery, courier service, or mail. All Proposals submitted under Request for Proposal RFP-CD-23-001 must be clearly marked as follows:

Superintendent and Caretaker of Cemeteries
Request for Proposal RFP-CD-23-001
Attention: Jackson Tang, Assistant Manager, Business Services
Corporation of the Town of Essex
33 Talbot Street South, Essex, Ontario N8M 1A8

Faxed or e-mailed Proposals provided by any Proponent will be a breach of the Request for Proposal and will result in the total rejection of any Proposals received, or to be received from such Proponent in any form, under this Request for Proposal.

All proponents must complete and submit a Proponent Identification Sheet using the format provided as Appendix A to this Request for Proposal. The Proponent Identification Sheet must be duly signed by a person authorized to bind the Proponent organization and affixed with the corporate seal if applicable.

Proponents must also complete and submit an Acknowledgement of Proposal Documents Received by Proponent and Addenda. The Acknowledgement must be duly signed by a person authorized to bind the Proponent organization and affixed with the corporate seal if applicable.

Additionally, please provide an electronic version in a Microsoft Office compatible electronic format on a standard compact disk (CD) or jump-drive. If there is any discrepancy between the electronic version and the original hard copy, the "original" hard copy shall take precedence.

The Town reserves the right to make additional copies of all submissions for its internal review process and to provide such copies to its staff and external advisors, as it deems necessary.

3.2 Statement of Qualifications

Submissions shall be in letter form and must, at a minimum, address all of the following:

- a) Expertise and municipal experience of the firm and team members relative to the scope of work contained within this Request for Proposal;
- b) References and examples of comparable engagements completed by the proponent within the last five years to prove that they have the ability and experience for this type of work;
- c) Identification and statement of qualifications of all the principal(s) and all project team members who will be assigned to the projects. A description of their role(s) on the team;

The Town of Essex may investigate as it deems necessary to determine the ability of the Proponent to perform and the Proponent shall furnish the Town of Essex all such information and data for this purpose as the Town of Essex may request.

The Town of Essex reserves the right to reject any Proposal if the evidence submitted by or investigation of such Proponent fails to satisfy the Town of Essex that the Proponent is qualified to carry out the obligations mentioned in this RFP.

4. Terms and Conditions

4.1 Unauthorized Response

No municipal staff, whether an official, agent or employee, other than the designated Corporate Contact is authorized to speak for the Town with respect to the Request for Proposal document, and any Proponent who uses any information, clarification or interpretation from any other representative does so entirely at the Proponent's own risk.

The Town will not be responsible for any verbal comment or suggestion by any Town staff, appointed or elected official of the Town, or by any Consultant retained by the Town with respect to this Request for Proposal.

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4.2 Proposals to Remain Open

Proposals will be held open by the Town for a period of no greater than ninety (90) days for full review and awarding. Should the Town require an extension past the ninety (90) day period, each submitted Proponent will be notified of the extension.

4.3 Proposal Submissions Irrevocable

The Proposals received from Proponents are to be irrevocable and open for acceptance for a period of not less than ninety (90) days after the stated Request for Proposal closing date.

4.4 Materially False, Incorrect or Misleading Information

The Town, without liability, cost or penalty, may at any time, during the Request for Proposal process reject any Proposal submission or disqualify any Bidder, if, in the sole and unfettered discretion of the Town, such Proposal contains materially false, incorrect or misleading information.

4.5 Acceptance of Proposal

The lowest or any Proposal may not necessarily be accepted. The Town of Essex reserves the right to delete any part, or parts from the Proposal without stating reasons. In the event of any deletion, it is agreed that the Proponent will have no claim for loss of potential profit or overhead costs. Proposals containing conditions or that otherwise fail to conform to the instructions to Proponents will be subject to disqualification or rejection.

4.6 Cancellation

The Town, in its sole and unfettered discretion, reserves the right to change the dates, schedules and deadlines set out in this Request for Proposal or to change the scope of the project, or to cancel the Request for Proposal or the project without stating any reasons therefor.

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The Town of Essex reserves the right to cancel the contract at any time if the services are not satisfactory and or, if the specifications or the invoice amounts do not match with the Proposal prices. This agreement may be terminated should the winning Proponent fail to fulfill the work in its entirety to the satisfaction of the Town of Essex. In addition, the Town of Essex may suspend the winning proponents bidding privileges for a period of twelve months. The Town may also cancel the contract without cause by means of a fifteen (15) day advance written notice.

4.7 Changes to Contract

No deviation from the Proponent's Proposal shall be made by the successful Proponent in the execution of the work, without the written approval of the Town of Essex.

The Proponent shall provide the Town with written notice of and await written notice for:

- a) Additional work, materials, services, or things not covered, or specified in this Proposal and a corresponding statement of cost and expense estimates for such additional services and changes in the project schedules (if any); and
- b) Any changes to be made in the requirements that the Proponent may recommend, whether the effect of such change is to increase or diminish the work or scope.

4.8 Freedom of Information Act

The Proponent hereby consents to disclosure of its information contained in this Proposal submission, pursuant to The Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c. M.56 as amended.

4.9 Accessibility for Ontarians with Disabilities Act

Proponent will provide the Town with documentation indicating that training in accordance with the requirements of Regulation 429/07 has been provided to all of their staff who will be providing goods and services on behalf of the Town of Essex. Refer to Appendix G – General Contractor Accessibility Agreement.

Information on accessible customer service training is available online from the Ministry of Community and Social Services at www.accession.ca/index.aspx.

4.10 Costs Incurred by Proponent

Except as expressly and specifically permitted in the Request for Proposal documentation, no Proponent shall have any claim for any compensation of any kind whatsoever, because of participating in this Request for Proposal, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim. All expenses involved either directly or indirectly due to the preparation and submission of a Proposal or bid in response to this Request for Proposal or any work performed in connection thereof shall be borne by the Proponent.

4.11 Insurance

The Proponent shall procure and maintain Comprehensive General Liability insurance in accordance with this section. The Proponent shall file with the Town of Essex, together with the signed contract, prior to the start of any work, a copy of the policy of Comprehensive General Liability Insurance clearly stating that the Comprehensive General Liability Insurance complies with all the requirements of this contract. Insurance is to be obtained from a Company satisfactory to the Town of Essex.

The successful Proponent's policies of Insurance shall cover the Proponent and all sub-contractors and shall name the Town of Essex additional insured. All insurance shall remain in effect for the periods indicated in this contract.

The Comprehensive General Liability Insurance shall:

- a) Have a limit of liability not less than \$2,000,000 inclusive for any one insurance;
- b) Include insurance against liability for bodily injury and property damage caused by vehicles or equipment owned by the Proponent;
 - (a) Be endorsed to provide that the policies will not be altered, cancelled or allowed to lapse without thirty days written notice to the Town of Essex;

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- (b) Name the Town of Essex, including its officers and employees while performing their duties on behalf of the Town of Essex, as additional insured under the policy;
- (c) The Proponent shall pay for all premiums and expenses incurred with acquiring such insurance.

4.12 Proof of Insurance

Proof of such insurance is to be submitted and filed at the Town of Essex Municipal Office before commencing any work and annually thereafter.

4.13 The Occupational Health and Safety Act

The successful Proponent shall comply with all conditions and regulations of the Occupational Health and Safety Act and all applicable regulations and amendments thereto, any other Federal or Provincial Statute or Local By-Law concerning safety or any other phase of its work on this contract.

In order to avoid any misunderstanding as to the nature of the work to be performed herein, the Proponent, by executing this Contract, unequivocally acknowledges that they are the "Constructor" within the meaning of the Occupational Health and Safety Act.

The Proponent acknowledges by way of submitting a Proposal that they are the Constructor as defined by the Occupational Health and Safety Act.

The Proponent will agree to take full responsibility for any Health and Safety violations as well as the cost to defend such charges as a result of any violation.

5. Indemnity

The successful Proponent shall indemnify and save harmless the Town of Essex from all losses, damages, expenses, actions, causes of actions, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect or refusal by the successful Proponent to comply with these specifications, or arising

out of the performance or non-performance of the terms of the contract by the successful Proponent and its employees or agents, except to the extent that such liability for damage was caused by any failure, neglect or refusal by the Town to comply with the Contract, or arising out of the performance or non-performance of the term of the Contract by the Town and their employees, agents or contractors.

Without restricting the generality of the foregoing, it is understood and agreed that the Town shall not be liable for damages to any third party for bodily injury or property damage caused by any accident by the successful Proponent or otherwise or while engaged in work for or on behalf of the Town causing either damage or injury through the negligence of the employees of the successful Proponent and whether or not the same shall be by reason of an accident by or with any truck, trailer, motor vehicle or any other vehicle or equipment whatsoever. The successful Proponent hereby covenants and agrees with the Town to indemnify and save harmless the Town of Essex of and from all claims or damages whatsoever arising or caused by any of the acts or negligence or otherwise of the employees of the successful Proponent referred to in this paragraph, except to the extent that such liability for damage was caused by the negligent act or omission of the Town and their employees, agents or Contractors.

6. Protection of Property

The successful Proponent shall be held responsible by the Town for all damage caused by the successful Proponent and employees, or sub agents of the successful Proponent, including damage to subsurface or surface utilities, properties, pavement, sidewalks, curbs, buildings, homes or structures adjacent to or in the general area of the work, through any other cause relating to the work carried out under this contract. Additionally, the successful Proponent will be required to make good all such damage at his own expense to the satisfaction of both the owner and the Town of Essex.

The successful Proponent shall conduct the work at all times, with the safety of employees on the job and the safety of the public in mind. All work shall be done in

accordance with recognized safe working practices and all Government requirements applying to the work.

7. Scope of Work

The Town of Essex is responsible for thirteen (13) cemeteries within its boundaries, twelve (12) of which are included in this scope of work as listed in Appendix K.

All cemetery operations are governed by the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), and Town of Essex By-law 1186, both as amended from time to time. Proponents should make themselves familiar with these documents in order to have a sound understanding of the stringent rules and regulations governing cemeteries in Ontario.

The requirements of Superintendent and Caretaker of Cemeteries are detailed in Appendix J.

It is the responsibility of the successful proponent to provide all resources and equipment necessary for the execution of all duties as specified in this Request for Proposal unless otherwise stated.

8. Subcontractors

If Proponent proposes to use a Sub-Contractor for any part of the work, they shall mention in their proposal. The Town reserves the right at any time to object or refuse to accept any Sub-Contractor for inclusion in the work, and the Town shall not be required to give any reason for such objection or refusal. No substitute for any Sub-Contractors shall be allowed without written approval from the Town of Essex.

Nothing contained in the Contract Documents shall create any contractual relationship between any Sub-Contractor and the Town of Essex. Should the successful Proponent be requested to change its Sub-Contractor, the Town of Essex will not be responsible for any additional costs incurred by the successful Proponent as a result of this request.

9. Evaluation of Proposals

A panel of senior administrative staff will independently evaluate each proposal using an established scoring matrix (below). The Town reserves the right to amend the scoring matrix at its discretion, with any amendments being applied consistently to every proposal received.

9.1 Scoring Matrix

Criteria Score	Maximum
Fee Proposal	40
Experience with similar projects and works	20
Qualifications of Key Personnel and Staff Availability	20
Understanding of Scope of Work and Proposal Quality	10
Equipment being used in this project	10
Total	100

10. Interviews (Optional) – 30%

The purpose of the Interviews will be to allow the Proponent to address the major elements of its Proposal, to obtain any required clarification, and to allow members of the Evaluation Team to interact directly with key representatives of the Proponent's proposed team so as to validate and to make final adjustments, if required, to the evaluation results of the written Proposal. Please note that not all proponents will be invited to attend the interview. In advance of the Interviews, each invited Proponent will be asked to make a presentation and will be notified in writing of the matters on which clarification will be sought, and the agenda for the meeting. The Proponent will not have the opportunity to modify its written Proposal or otherwise introduce new information during the Interviews. If Interviews are required, only 70% of the total score

under Section 9 excluding Fee Proposal will be counted (i.e. $60\% \times 0.7 = 42\%$) and the balance of 40% (i.e. $60\% \times 0.3 = 18\%$) will be counted for the Interviews.

11. Conflict of Interest

Proponents participating in this Request for Proposal process shall disclose, prior to entering into an agreement, any potential conflict of interest. If such a conflict exists, the Town of Essex may, at its discretion, withhold the award of a contract from the Proponent until the matter is resolved.

12. Terms of Contract

The term of the contract is three (3) years and is expected to commence April 01, 2023 to March 31, 2026 with an option to renew for two (2) years to be exercised at the sole discretion of the Town of Essex.

13. Failure to Perform

The Town may, without prior notice, take remedial action if the Successful Proponent fails to properly carry out its responsibilities to the full satisfaction of the Town. The Town may, after notifying the Successful Proponent, undertake alternative means to perform the work during the time the Successful Proponent is unable to perform.

14. Litigation with the Town

No Proposal submission will be accepted from any Proponent or any related company who has a claim or has instituted a legal proceeding against the Town or against whom the Town has a claim or has instituted a legal proceeding, without the prior approval of the Town Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this Request for Proposal.

15. Reservation of Rights

Proponents will not have the right to change conditions, terms or prices once a Proposal has been submitted in writing to the Town, nor shall proponents have the right to withdraw a Proposal once it has been submitted.

16. Omissions and Discrepancies

All proponents should carefully review this Request for Proposal for errors or questionable matter. Should a Proponent find discrepancies in or omissions from the proposal documents including any schedules, drawings or appendices, or should the Proponent be in doubt as to their meaning, require any further clarification or have any questions pertaining to the Proposal documents, the Proponent must address their concerns in writing to the Corporate Contact as identified under the section herein titled Corporate Contact.

No oral interpretation shall be made to a Proponent as to the meaning of any of the proposal request documents or be effective to modify any of the provisions of the request documents.

Disputes based on any omission or error, or on the content of the solicitation, will be disallowed if these errors or omissions have not been brought to the attention of the Town of Essex as per the Terms set out in this Request for Proposal.

17. Harmonized Sales Tax (HST)

Changes in taxes due to the introduction of the new Harmonized Sales Tax became effective July 1, 2010. Proponents will be required to provide invoices that meet the Town's reporting and information requirements as it pertains to the Harmonized Sales Tax.

18. Procurement Policy By-Law/Governing Law

Proposals will be called, received, evaluated, accepted and processed in accordance with the Town's Procurement and Disposal of Goods and Services By-Law Number 2129, respecting purchasing (copy available upon request). By submitting a Proposal for this project, the Proponent agrees to be bound by the terms and conditions of such By-Law and any amendments thereto, as fully as if it were incorporated herein.

Any Contract resulting from this Request for Proposal shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

19. Addenda

The Town of Essex may, at any time prior to the closing date, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein. Any addenda issued after the posting of this Request for Proposal will be published on the Town's website at www.essex.ca up to and including the closing date as indicated in Section 2. It is the sole responsibility of the Proponent to review and respond to published addenda issued following the issuance of this Request for Proposal in their submissions.

If addenda are issued prior to three days of closing this Request for Proposal, the closing date of this Request for Proposal may be adjusted accordingly.

The following apply regarding any request for clarification of any aspect of the RFP:

- (a) Proponents must submit requests for clarification by fax or email to the RFP Corporate Contact, or as may otherwise be directed by the RFP Corporate Contact.
- (b) In submitting a request for clarification, a Proponent must include its address, telephone number, facsimile number and email address.
- (c) Where a question relates to a specific section of this RFP, reference should be made to the specific section number and page.
- (d) **Requests for clarification must be submitted on or before February 09, 2023.**

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The Town of Essex will provide Proponents with written responses to questions that are submitted in accordance with the above mentioned. Questions and answers will be distributed in numbered Addenda to Proponents by posting such Addenda on the Town's website at www.essex.ca. In answering a Proponent's questions, The Town of Essex will set out the question(s), but without identifying the Proponent that submitted the question(s) and may, in its sole discretion:

- edit the question(s) for clarity;
- exclude questions that are either unclear or inappropriate; and
- answer similar questions from various Proponents only once.

Where an answer results in any change to the RFP, such answer will be formally evidenced through the issue of a separate Addendum for this purpose.

20. Method of Submission

20.1 Delivery of Proposals

- (d) Proposals must be submitted in a sealed envelope by way of hand delivery, courier service, or mail;
- (e) Delivery of Proposals through a Courier Service shall be the responsibility of the Proponent and shall result in the submission being rejected where:
 - The Proposal is delivered to a location other than that stated on the label provided by the Owner;
 - The Proposal Envelope or Package enclosed in the Courier Envelope does not state "Proposal Documents Enclosed" and is not removed from the Courier's Envelope prior to the closing date and time; and/or
 - The Proposal is delivered later than the closing date and time.

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20.2 Delivery Label

The Proponent delivery label as supplied in Appendix D, by the Town of Essex, as part of this Request for Proposal and identified in Section 20.4 of the Mandatory Requirements must be affixed to the outside of the Proponent's envelope without any extra covering.

For Courier delivered documents, please ensure that the Proposal response is enclosed within a separate envelope inside the Courier packaging with the Proponent Delivery Label affixed to the exterior as identified above.

20.3 Submissions by Facsimile or Email

Proposal forms submitted and received by facsimile or email from any Proponent will be a breach of this Request for Proposal and will result in the total rejection of any and all Proposals received, or to be received, from such Proponent in any form, under this Request for Proposal.

20.4 Mandatory Requirements

The Proponent is requested to adhere strictly to all requirements and complete all sections of this Request for Proposal including all appendices, statements and addenda. Failure to do so may be sufficient cause for rejection of the Proponent's Proposal. Submissions under this Request for Proposal must include the following nine (9) items:

- i. Appendix A – Proponent Identification Sheet
- ii. Appendix B – Proposal Acknowledgement and Addenda Documents Received
- iii. Appendix C – Occupational Health and Safety Declaration
- iv. Appendix D – Proponent Delivery Label
- v. Appendix E – Proponent Experience and References
- vi. Appendix F – Qualifications of Proponent and Staff
- vii. Appendix G – General Contractor Accessibility Agreement

- viii. Appendix H – Pricing Summary Sheet
- ix. Appendix I – Proposed Equipment

21. Award of Contract

The successful proponent, once determined, will enter into a standard Purchase Order Contract or Agreement with the Town of Essex. The Proponent and the Corporate Contact will determine, prior to the commencement of work, a payment strategy mutually agreeable and acceptable to both parties. The Standard Payment Terms of the Town of Essex are Net 30 days upon satisfactory completion of job and receipt of invoice. It is on express condition of this Request for Proposal and any award to the successful proponent, that an executed contract duly signed be received by the Town of Essex.

22. Final Awarding Information

The Proponent agrees that by submitting a Proposal in response to this Request for Proposal that the Town has no obligation to reveal any information regarding any Proposal submitted to the Town including the results of the Request for Proposal process or any reason for its decision in the choice of a Proponent or Proponents. Proposals are received in confidence subject to the disclosure requirements of the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c.M56 as amended. The confidentiality of such information will be maintained by the Town of Essex, except as otherwise required by Law or by Order of a Court or Tribunal.

23. Appendix A – Proponent Identification Sheet

(Must be returned with Proposal)

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Name of Proponent/Business: _____

Contact Person's Name: (if applicable) _____

Mailing Address: _____

City and Province: _____

Postal Code: _____

Telephone Number: _____

Facsimile Number: _____

Cell Phone Number: _____

Email Address: _____

Signing Authority Name (if applicable): _____

Proponent or Signing Official Signature: _____

Corporate Seal (if applicable)

24. Appendix B – Proposal Acknowledgement and Addenda Documents
Received

(Must be returned with Proposal)

Superintendent and Caretaker of Cemeteries

By affixing my/our signature below, the Proponent or authorized agent, hereby acknowledges and confirms the following four (4) paragraphs:

- a) I/We have received all of the documents noted in the Table of Contents contained in this document and have been provided with all of the details required to permit me/us to submit a Proposal on Request for Proposal number RFP-CD -23-001.
- b) I/We declare that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person submitting a Proposal for the supply of the same goods and services.
- c) I/We declare that I/We have carefully read this document and have satisfied ourselves as to the nature of the goods and services required and do hereby make our Proposal to the Corporation of the Town of Essex for the goods and services described herein.
- d) I/We acknowledge that I/we have received all addendums up to and including the last number itemized below and as issued to this Request for Proposal by the Corporation of the Town of Essex. And further, acknowledge that it is my/our responsibility to ensure that I am in receipt of all addenda issued to this Request for Proposal.

Number of last addendum: _____

Description of last addendum: _____

Signing Authority Name (if applicable): _____

Date of Signature: _____

Proponent or Signing Official Signature: _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

25. Appendix C – Occupational Health and Safety Declaration

(Must be returned with Proposal)

Superintendent and Caretaker of Cemeteries

On behalf of (Legal name of Company): _____

I/We certify that we have a Health and Safety Policy and will maintain a program or prior to commencement of work, implement such a policy as required by the Occupational Health and Safety Act, R.S.O. 1990, c.0.1, as amended through the duration and completion of all work performed under this Request for Proposal.

With respect to the good(s) and/or service(s) offered pursuant to this Request for Proposal, including any sub-contracted services, I/We acknowledge the responsibility to, and shall:

- a) Fulfill all of the “contractor” obligations under the Occupational Health and Safety Act and ensure that every employer and every worker performing work on the project complies with the Occupational Health and Safety Act and its Regulations;
- b) Ensure that adequate and competent supervision is provided as per the Occupational Health and Safety Act to protect the health and safety of workers; and
- c) Provide information and instruction to all employees to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness.

I/We agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required by the Occupational Health and Safety Act.

Name of Proponent: _____

Signing Authority Name (if applicable): _____

Date of Signature: _____

Proponent or Signing Official Signature: _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

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26. Appendix D – Proponent Delivery Label

(Must be returned with Proposal affixed to the outside of the envelope)

Request for Proposal RFP-CD-23-001
Superintendent and Caretaker of Cemeteries

Proponent Return Label:

From: _____

Address: _____

City etc.: _____

Contact: _____

Phone: _____

Deliver To:

The Corporation of the Town of Essex
Attention: Jackson Tang, Assistant Manager, Business Services
33 Talbot Street South
Essex, Ontario N8M 1A8

27. Appendix E – Proponent Experience and References

(Must be returned with Proposal)

Superintendent and Caretaker of Cemeteries

The Proponent shall list below, the last five (5) locations where similar services have been performed by this company within the last five (5) years.

Location 1:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of Completion of Work: _____

Location 2:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of Completion of Work: _____

Location 3:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of Completion of Work: _____

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Location 4:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of Completion of Work: _____

Location 5:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of Completion of Work: _____

Name of Proponent/General Contractor: _____

Signing Authority Name (if applicable): _____

Date of Signature: _____

Proponent or Signing Official Signature: _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

28. Appendix F – Qualifications of Proponent and Staff

(Must be returned with Proposal)

Superintendent and Caretaker of Cemeteries

The Proponent or General Contractor shall list below, the names and experience of all personnel to be employed in this contract. (Attach additional page if insufficient room)

a) Staff/Employee Name: _____

Qualification and Experience: _____

b) Staff/Employee Name: _____

Qualification and Experience: _____

c) Staff/Employee Name: _____

Qualification and Experience: _____

Proponent's Name _____

hereby certify that the information provided in this Statement and in any documents attached is true, correct and complete in every respect.

Signing Authority Name (if applicable): _____

Date of Signature: _____

Proponent or Signing Official Signature: _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

29. Appendix G - General Contractor Accessibility Agreement

(Must be returned with Proposal)

Superintendent and Caretaker of Cemeteries

By signing below, I/We hereby certify the accuracy of the following statement:

I/We hereby confirm that all staff and Sub-Contractors providing goods and services to the public or third parties working on behalf of the Town of Essex have received Accessible Customer Service Training in compliance with Regulation 429/07 Accessible Standards for Customer Service of the Accessibility For Ontarians with Disabilities Act.

Date of Signature _____

Proponent/General Contractor's Name _____

Signing Authority Name (if applicable) _____

Proponent or Signing Official Signature _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

30. Appendix H – Pricing Summary Sheet

(Must be returned with Proposal)

Part I - Grounds Maintenance and Operation

Description: Flat Rate Annual Fee	Total Price Per Year excluding Harmonized Sales Tax
Grounds Maintenance and Operation of Cemeteries for the April 01, 2023 – March 31, 2024, contract year	\$

Part II – Interment (includes opening/closing grave, lowering/raising device, grass seeding, and headstone moving):

Description: Per Service Fees	Flat Rate for the first contract year excluding Harmonized Sales Tax
Casket – Regular Standard Hours Summer – April 1 to November 14 Monday to Saturday 10 am to 5 pm	\$
Casket – Outside Regular Standard Hours Summer – April 1 to November 14 Sunday, Holiday 10 am to 2 pm	\$
Casket – Regular Standard Hours Winter – November 15 to March 31 Monday to Saturday 10 am to 5 pm	\$
Casket – Outside Regular Standard Hours Winter – November 15 to March 31 Sunday, Holiday 10 am to 2 pm	\$
Cremation – Regular Standard Hours Summer – April 1 to November 14 Monday to Saturday 10 am to 5 pm	\$

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Cremation – Outside Regular Standard Hours Summer – April 1 to November 14 Sunday, Holiday 10 am to 2 pm	\$
Cremation – Regular Standard Hours Winter – November 15 to March 31 Monday to Saturday 10 am to 5 pm	\$
Cremation – Outside Regular Standard Hours Winter – November 15 to March 31 Sunday, Holiday 10 am to 2 pm	\$

Proponents are required to provide pricing for the first contract year April 01, 2023, to March 31, 2024. Prices during the remainder of the contract (April 01, 2024, to March 31, 2025 and April 01, 2025 to March 31, 2026) will be adjusted annually based on the year over year change in the Total Consumer Price Index as published by the Bank of Canada on February 01 each successive year until the end of the contract. This adjustment method will be applicable to the option to renew another two (2) years from Year 2026, if such option is exercised by the Town.

Signing Authority Name: _____

Date of Signature: _____

Signature of Signing Official: _____

I have the authority to bind the Corporation

Corporate Seal (if applicable)

31. Appendix I – Proposed Equipment

(Must be returned with Proposal)
Superintendent and Caretaker of Cemeteries

The Proponent shall list equipment to be used for the execution of this contract as well as the equipment to be rented or purchased.

Equipment	Available/ Rented/ To be Purchased

Date of Signature _____

Proponent/General Contractor's Name _____

Signing Authority Name (if applicable) _____

Proponent or Signing Official Signature _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

32. Appendix J – Scope of Work

Part 1 Grounds Maintenance

Provide for the full maintenance of the cemetery grounds identified in Appendix K. The ground maintenance duties to be included in the flat-rate annual fee shall include the following:

- Attend all cemeteries regularly and additionally upon request from time to time, to inspect and maintain in good repair and free of debris, the properties up to fence lines, ravines, and the road's edge including removing dead grass, paper, branches and other refuse, and making any minor repairs as necessary.
- Repair, backfill and reseeding of any sunken graves, headstones and markers in a timely manner.
- Hedges, shrubs, trees et cetera around cemetery perimeters shall be pruned throughout the season to maintain the aesthetics of the properties and enable clear access for interment and maintenance equipment.
- Pickup and properly dispose of all litter, all fallen and pruned branches and all fallen trees and/or shrubs.
- Removal and/or weed control with respect to noxious or poisonous weed in accordance with best practices.
- Maintain all fences and gates forming part of the cemeteries in a state of neatness and good repair. Keep fencing around cemeteries free of weeds and debris this would include removal of small saplings and shrubs growing up into and within fence and property lines and making such related minor repairs as necessary.
- Cemetery maintenance shall not be conducted while an interment/service is underway.
- Any roadway repairs, unsafe conditions, vandalism, damage or major repairs must be reported to the Clerk or designate immediately.

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- Cut grass on all cemetery grounds, including cemetery roadways on a weekly basis at a minimum. Grass on cemetery grounds to be cut to a maximum height of 2.5" in the spring and 3.5" in the summer with particular attention and additional grass cutting prior to holidays such as Mother's Day, Father's Day, Easter et cetera. The frequency of lawn mowing/trimming shall be according to seasonal growth and weather conditions.
- Trim grass and weeds around all markers, monuments and roadways within all cemetery grounds.
- Dispose of all grass trimmings, dead and fading flowers, brush and floral tributes in a accordance with the Town of Essex By-Law.
- Roll grass area and repair uneven areas in the spring and fall including sites, roadways and other grassed areas and apply grass seed as required.
- Work performed shall take into consideration any necessary spring and fall leaf removal.
- Monitor condition of all structures on the cemetery grounds to ensure they do not pose a safety threat to the public. Report any deficiencies such as repairs needed to fencing or other structures to the Town.
- Ensure overall cleanliness of all properties and perform such other miscellaneous general maintenance as is necessary to maintain the cemeteries in a condition acceptable to the Town at its sole discretion.
- Notify Town staff of any structural damages to Town property such as fencing and upon approval to proceed with repairs, obtain three quotes for the work required and oversee completion of the work.
- Remove snow, as required, to allow access to the cemeteries and gravesites.
- Maintain, repair and replace as necessary any and all equipment required to fulfill the duties outlined above.
- Attend two (2) annual walk-about with Town staff of the cemeteries identified in Appendix A for the purposes of identifying maintenance issues, if any.

Part 2 Operation of Cemeteries

Provide for the full operation of the cemeteries identified in Appendix K. Unless otherwise provided for in Part 3 and/or Section H Part II of this Request for Proposal, the services related to the operation of the cemeteries as listed below, shall be included in the flat-rate, annual fee to be quoted by the Proponent:

- Attend on-site meetings with family members to assist in lot selection. The Superintendent and Caretaker of Cemeteries must be available at all times to meet with family members and as many times as needed by family members. Once a proposed lot location has been selected and the Interment Request/Authorization and Payment Form has been signed, the purchasing family members are referred to Town staff in order to process payment and approve said Interment/Authorization and Payment Request Form.
- All forms are to be submitted to Town staff for approval prior to provision of Interment and/or services.
- Maintain and provide prescribed forms in conjunction with Town staff of all burials and lots sold.
- No interment is to be conducted until all prescribed forms are received and approved by Town staff. Interments will be restricted to the terms in By-Law 1186.
- Maintain records of all burials and lots sold. Such records shall be made available upon request and at minimum, submitted to Town staff on a quarterly basis.
- Authorize, in conjunction with Town of Essex staff, and perform/supervise the opening, closing and preparation of all graves as and when required, and the leveling of the earth from the graves together with all other work necessary and incidental thereto in order to perform such services and maintain/be in compliance with industry standards. The Superintendent and Caretaker of Cemeteries must remain on site at all times during this process.

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- Remove and haul away excess dirt, which will be stored at proponent's site for future use.
- During winter months, place and monitor pan throughout the night to ensure frost is removed from ground to allow for excavation.
- Properly store, maintain and replace cylinders, at Proponent's cost, used for the removal of frost (pan).
- Remove and replace headstones as required for funerals.
-
- Maintain overall safety of all cemeteries including but not limited to the monitoring of headstone and markers that may become unstable.
- Maintain, repair and replace as necessary any and all equipment required to fulfill the duties outlined herein.
- Supervise and mark locations of grave markers and notify Monument Company if headstone is to be placed in the normal position or opposite.
- In the event any monument or marker becomes unstable, the caretaker is to repair, reset or lay down the monument or marker to ensure there is no risk to public safety.
- Notify Town staff every time a new headstone is installed noting the company name, address and telephone number as well as the type of headstone installed.
- Attend on-site meetings with municipal staff and council as required.
- Have knowledge of the Cemeteries Act and applicable Town of Essex by-laws.

Part 3 General

The following services shall be quoted as additional fees on a per service basis by the Proponent (Per Service Fees):

Traditional Burial^{1,2}

- Summer Lot Open/Close Rate (for Monday to Saturday service during standard hours)
- Winter Lot Open/Close Rate (for Monday to Saturday service during standard hours)
- Summer Lot Open/Close Rate (for Sunday or Holiday service during standard hours)
- Winter Lot Open/Close Rate (for Sunday or Holiday service during standard hours)

Cremation Burial^{1,2}

- Summer Lot Open/Close Rate (for Monday to Saturday service during standard hours)
- Winter Lot Open/Close Rate (for Monday to Saturday service during standard hours)
- Summer Lot Open/Close Rate (for Sunday or Holiday service during standard hours)
- Winter Lot Open/Close Rate (for Sunday or Holiday service during standard hours)

The successful Proponent will be deemed to be an Independent Contractor and not an employee, servant or agent of the Municipality. The Contractor shall provide capable and responsible personnel, as required, to carry out the terms of this Proposal, and it is understood and agreed that the Proponent's employees, servants or agents, are not employees, servants or agents of the Municipality.

The cost of all equipment and subcontractor(s) required by the Proponent to carry out the Scope of Work identified in the RFP will be the full and complete responsibility of the Proponent.

¹The opening and closing lot service fees to be quoted by the proponent shall be inclusive of any required headstone moving and/or removal. Proponent must notify the Clerk and/or designate when headstones are moved.

²Interment request for Sunday, holiday or outside standard hours require the prior approval of the Clerk and/or designate and shall be at the premium rate as quoted by the proponent.

33. Appendix K – List of Cemeteries

List of Cemeteries for Request for Proposal RFP-CD-23-001

1. Colchester Memorial Cemetery is located off County Road 13 between Draper Street and Harrison Street. This is one of the few active cemeteries with lots available for purchase within the municipality. This cemetery covers 6 acres of land.
2. Erie Cemetery is located off County Road 50 West between Bagot Street and Sydenham Street. This is another active cemetery however there are no lots available for purchase. This cemetery covers 2.14 acres of land.
3. Iler Cemetery is uniquely located off a laneway leading from Dolson Road near County Road 50 East. There are a few lots available for purchase within this cemetery. This property has a frontage of 344.85' and a depth of 165' giving it a total square footage of 56,628 square feet.
4. Tofflemire Cemetery is located on County Road 50 East between Iler Road and Park Street. This is a quaint little cemetery with a depth of 85.14' and a total lot coverage of 8,276 square feet. This cemetery is no longer active.
5. Iler Settlement Cemetery is located on Twin Gables Drive just off County Road East. This cemetery has a frontage of 98.63' and a total lot coverage of 8,087 square feet. This cemetery is no longer active.
6. Ferris Cemetery is located on Ferris Road between the 3rd Concession and County Road 20 East. Located within farmland, access to this site may be limited. This property has a frontage of 103' and a total lot coverage of 8,240 square feet. This cemetery is no longer active.
7. Gilgal Cemetery is located on County Road 11 between the 5th Concession and 6th Concession. This property has a front of 240' and total lot coverage of 27,115 square feet. This cemetery is no longer active.

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8. McCormick Cemetery is located on Dunn Road between County Road 13 and Fox Sideroad. This cemetery is located amidst an agricultural field giving it limited access. The front is 48' with an overall lot coverage of 2,256 square feet. This cemetery is no longer active.
9. Quick Cemetery is located on Dunn road between Gore Road and Dunn Road. This cemetery is located amidst an agricultural field giving it limited access. The front is 32' with an overall lot coverage of 1,600 square feet. This cemetery is no longer active.
10. BME Cemetery is located at 25 Walnut Street South. The frontage of this cemetery is 73' with an overall lot coverage of 25,892 square feet. This cemetery is no longer active.
11. Huffman Cemetery is located on agricultural farmland on County Road 50 East between Evergreen Road and Cloverdale Beach Road giving this cemetery limited access. This cemetery has a frontage of 127' and an overall lot coverage of 18,288 square feet. This cemetery is no longer active.
12. Hutchins Cemetery is located off County Road 50 West between Cornwall Beach Road and Lakecrest Beach Road. The frontage of this cemetery is 36' and the overall lot coverage is 1,332 square feet. This cemetery is no longer active.

END