



Township of  
**HAVELOCK-BELMONT-METHUEN** INC. 1998

**Belmont Methuen Havelock Cemetery Board**

**REQUEST FOR PROPOSALS**

**CEMETERY MAINTENANCE AND INTERMENT SERVICES**

**July 7, 2025**



**Belmont Methuen Havelock  
Cemetery Board**

**Request for Proposals  
Cemetery Maintenance and Interment Services**

Proposals in sealed envelopes plainly marked as

**Cemetery Board RFP for Maintenance and Interment Services**

will be received by the Cemetery Board at the Township Office  
1 Ottawa Street East, Havelock, Ontario, K0L 1Z0

only until **12:00pm (noon) Wednesday July 30, 2025**

All Proposals are to be submitted on the forms included in this bid  
document on the Township website at [www.hbmtwp.ca](http://www.hbmtwp.ca)

Lowest or any Proposal not necessarily accepted.

Secretary-Treasurer  
Cemetery Board

| <b>REQUEST FOR PROPOSALS (RFP)</b> |   |
|------------------------------------|---|
| Requirement                        | The Cemetery Board of the Township seeks Cemetery Maintenance and Interment Services for specific cemeteries within the Township of Havelock Belmont Methuen.   |
| RFP#                               | 2025-CB01   |
| Issued By                          | The Cemetery Board for the Township of Havelock Belmont Methuen   |
| Issue Date                         | July 7, 2025  |
| RFP Documents                      | RFP documents are accessible via the Township website: <a href="http://www.hbmtwp.ca">www.hbmtwp.ca</a><br>Or in person at Township office 1 Ottawa Street East, Havelock K0L 1Z0   |
| Bidder Inquiries                   | Questions related to this RFP must be directed to:<br>Rae McCutcheon<br>Secretary-Treasurer, Cemetery Board<br><a href="mailto:hbmcem@gmail.com">hbmcem@gmail.com</a>   |
| Deadline for Questions             | The Board will respond to questions received by <b>5:00 PM ET on July 24, 2025.</b>   |
| Bid Submission                     | Proposals in sealed envelopes clearly marked as:<br><b>Cemetery Board RFP for Maintenance and Interment Services</b><br>will be received by the Chief Administrative Officer of the Township of Havelock Belmont Methuen at 1 Ottawa Street East, Havelock K0L 1Z0    |
| Submission Deadline                | Bids must be fully received <b>by 12:00 PM (noon) ET on July 30, 2025.</b><br><br><i>All bids properly received will be opened in front of bidders at 2:00 p.m. on July 30, 2025 at the Fire Hall Training Room (7 King Street West, Havelock, Ontario, K0L 1Z0).</i> |
| Township Contact                   | Bob Angione, Chief Administrative Officer<br>BAngione@hbmtwp.ca<br>The Township Contact should be used only where specified in this RFP.  |
| Contract Term                      | Three (3) years with the potential for two (2) separate one (1) year extensions   |

## **PART 1 - RFP PROCESS**

### **1.0 Introduction**

1.1 The Cemetery Board for the Township of Havelock Belmont Methuen seeks Cemetery Maintenance and Interment Services for specific cemeteries within the Township of Havelock Belmont Methuen, namely:

-----Maple Grove Cemetery, 9498 County Road 30

-----Victoria Cemetery, 1288 County Road 48

-----Rockdale Cemetery, 2529 County Road 48

---- Preneveau Cemetery, Corner of highway 7 and County Road 50

1.2. It is the intention under this request for proposal to enter into the agreement (contract) with a single successful bidder, although there may be circumstances where more than one (1) successful bidder is selected.

### **2.0 Definitions**

In this RFP document:

“Bid” means a submission by supplier in response to this RFP.

“Bidder” means a supplier that submits a Bid.

“Bidder’s Submission Package” means the forms contained in Schedule 1 that Bidders are to complete and submit.

“Contractor” means the Bidder that has executed a contract with the Township to provide the Work.

“Work” means all the goods and services to be supplied by the Contractor as specified in Part 2 -Scope of Work.

### 3.0 RFP Overview

3.1 This RFP is comprised of the following parts:

|   |   |
|---|---|
| Part 1: RFP Process                     | Description of the competitive bid process.   |
| Part 2: Scope of Work                   | Includes: <ul style="list-style-type: none"><li>• Contract Scope of Work</li><li>• Insurance requirements</li><li>• Contract security requirements (if any)</li></ul> |
| Part 3: Contract Terms                  | The terms and conditions accepted by the parties covering the performance of the Work   |
| Schedule 1: Bidder's Submission Package | Includes: <ul style="list-style-type: none"><li>• Bid evaluation criteria</li><li>• Bid scoring method</li><li>• Bid submission forms</li></ul>                       |

### 4.0 Non-Binding RFP Process

4.1 This RFP process is non-binding.

4.2 There are no mandatory requirements for submitting Bids but Proponents are encouraged to provide all information requested particularly where the words "must", "shall", "will", "is to" or "are to" precede a requirement regarding the content or format of a Bid.

4.3 The Township may cancel this process at any time without liability and is under no obligation to execute a Contract.

4.4 The Bidder may choose to withdraw at any time before executing a Contract.

### 5.0 Bidder Conduct Prior to and During Bid Process

Township may set aside any Bid of a Bidder that has a history of poor performance, is not in good standing with Township, or does not maintain minimum standards of conduct, as set out in the Submission Confirmation Form. Any violation of these standards may lead to disqualification.

### 6.0 Questions and Responses

6.1 Bidders should submit questions to the Secretary-Treasurer of the Cemetery Board ([hbmcm@gmail.com](mailto:hbmcm@gmail.com)) before the Deadline for Questions. Questions received after the Deadline for Questions may not be addressed.

6.2 Responses to Questions will be posted on the Township website [www.hbmtwp.ca](http://www.hbmtwp.ca) where applicable.

6.3 The Township may issue an Addenda at any time.

6.4 Bidders should ensure they have checked the Township website prior to Bid submission to ensure they have not missed any Responses or Addenda.

## 7.0 Bid Preparation

Bidders:

- 7.1 Use the forms in the Bidder's Submission Package to prepare their Bid;
- 7.2 must write their Bid in English;
- 7.3 provide all pricing in Canadian dollars.
- 7.4 should not add qualifiers, counter proposals, or conditions in a Bid. Such Bids may be disqualified.
- 7.5 May propose equivalents (to Work identified by a trade or other name) that demonstrably fulfil the requirement of the procurement, as determined by the Township in its sole discretion.

## 8.0 Bid Submission

- 8.1 The Bidder must provide one (1) original of their complete proposal, with all pages attached, including any addenda that may be issued prior to the closing date, and supporting documents.
- 8.2 Bids must have a completed Appendix 1-A and 1-B as presented in this Request for Proposal.
- 8.3 The Proposal must be in a sealed envelope with a return address and must be clearly marked as follows: Cemetery Board RFP for Maintenance and Interment Services.
- 8.4 Proposals received later than the deadline will not be opened and/or returned unopened. Late proposals will not be accepted.
- 8.5 The clock at the Township Office will be the official time for determining compliance with the deadline requirements.

## 9.0 Bid Evaluation and Ranking

- 9.1 Bids failing to meet a mandatory requirement will be disqualified. The Township may allow rectification to administrative deficiencies.
- 9.2 All compliant Bids will proceed to the evaluation phase.
- 9.3 The Township may ask a Bidder for clarification if their Bid is unclear or internally inconsistent.

9.4 Once evaluated and ranked, the top-ranked Bidder will be selected and the Township will proceed to the pre-contract verification stage.

## 10.0 Pre-Contract Verification

Prior to finalizing the contract with the selected Bidder, the Township may verify the information provided in the selected Bidder's Bid. The Township may choose not to contract with the selected Bidder if it is not in the best interest of the public or the Township to award the contract to the highest Bidder, such as where there is evidence of criminal activity, professional misconduct, insolvency, or a history of significant or persistent deficiencies in performance. The Township may:

- 10.1 verify the Bidder's references, experience, qualification and past performance or conduct.
- 10.2 contact third parties to verify the Bidder's experience and qualifications.
- 10.3 choose not to contract with any Bidder that fails the reference check, has a history of poor past performance or has misrepresented its experience or qualifications.
- 10.4 Request the Bidder provide additional breakdown of its pricing.
- 10.5 choose not to contract with a Bidder that is unable to account for abnormal pricing (high or low) to the satisfaction of the Township.

## 11.0 Contract Finalization

The Township will notify the successful Bidder that its Bid has been approved in principle and invite the Bidder to proceed with discussions to settle, draft and accept the referenced terms and conditions. Contract finalization is contingent on funds being approved and the award being approved by the Township. The Township is not under any obligation to approve any Bid and may elect to terminate this RFP at any time.

## **PART 2 - SCOPE OF WORK**

- 11.1 The contractor shall maintain the cemeteries by cutting and trimming grass as a minimum, approximately once every 10 days from the initial spring start date until the Friday prior to Thanksgiving weekend for the Maple Grove, Victoria and Rockdale Cemeteries. This minimum maintenance standard shall

also apply to the entrance boulevard/road allowance at the Highway 30 entrance to Maple Grove Cemetery.

- 11.2 The contractor shall maintain the Preneveau Cemetery by cutting and trimming grass, as a minimum, every four weeks or to maintain an acceptable level of presentation during the period from April 20 to November 30 of each year of the contract.
- 11.3 The contractor shall complete additional maintenance work immediately prior to special event days such as Mother's Day, Father's Day, and Thanksgiving Day to ensure that the cemeteries reflect the appropriate level of respect for visitors of those buried in the cemetery.
- 11.4 The contractor shall complete a Spring and Fall clean up to a reasonable level of maintenance standards, as determined by the Cemetery Board.
- 11.5 The contractor shall ensure that proper trimming or pruning of trees and shrubs is attended to in accordance with a work plan developed by the contractor and approved by the Cemetery Board in writing.
- 11.6 The contractor shall ensure that roadways and pathways are properly maintained and shall arrange for the necessary materials to ensure roads and paths are safe and aesthetically appealing in keeping with the nature of the property.
- 11.7 The contractor shall complete minor fence repairs as and when required to ensure the safety and protection of the property. If the contractor should determine that the repair is not minor, the contractor shall inform the Cemetery Board.
- 11.8 The contractor shall repair any sunken graves and relevel any monuments and flat markers as needed, or as requested by a plot owner or the Cemetery Board, to ensure the safety of all who visit the cemetery. Relevelling or restoration of large monuments (those over 3.5' tall or 3.5' wide) will be completed by a monument company as arranged by the contractor. Monuments smaller than 3.5' tall or 3.5' wide may be relevelled or restored by a monument company at the discretion of the Cemetery Board.
- 11.9 The contractor shall work with the Cemetery Board on an annual basis to determine a work plan for the planting of trees for the renewal of the cemetery. The contractor will be responsible for planting of trees.
- 11.10 The Cemetery Board shall have the authority to request that the contractor prepare and install concrete or Monugrid foundations for the placement of monuments. There is no exclusive assignment for the provision of foundations. The Cemetery Board will pay for the cost of materials for concrete or Monugrid foundations and the contractor will provide appropriate labour.



- 11.11 The contractor shall clear the snow from the front of the winter storage building so that the funeral homes have access to the building. The contractor shall unlock the door when notified by the Cemetery Board and assist the funeral home with placing any casket inside of the building.
- 11.12 The contractor, shall arrange for snowplowing of the north laneway and access to the Natural Burial grave at Maple Grove cemetery (when required).
- 11.13 The contractor shall ensure that graves are prepared as described in Attachment A, as required, within forty-eight (48) hours following notification of the complete requirements. Upon request from the Cemetery Board, the contractor shall prepare a grave in less than forty-eight (48) hours; it is understood that such urgent requests will be infrequent.
- 11.14 The contractor shall close the grave as described in Attachment A within three (3) hours following the burial using appropriate landscape materials and shall accommodate residual floral arrangements provided by the families.

## 12.0 RELATED REQUIREMENTS

- 12.1 The Board shall be responsible for the costs of supplies such as top soil, gravel, grass seed etc as approved by the Cemetery Board based on an annual estimate of requirements prepared by the contractor.
- 12.2 The contractor shall be responsible for having communications devices in good working order at all times and shall ensure that the Cemetery Board and frequent cemetery users such as funeral homes and monument installers have the current contact information.
- 12.3 The contractor shall provide all labour and equipment required for the services outlined in this Statement of Work.
- 12.4 The contractor shall be responsible for all normal workers' insurance coverages and shall ensure that any subcontractors have the appropriate workers' insurance in full force.
- 12.5 The contractor shall maintain:
- 12.5.1 commercial general liability insurance underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$5,000,000.00 per occurrence, an aggregate limit of not less than \$5,000,000.00, within any policy year with respect to completed operations, and a deductible of not more than \$50,000. This policy shall include but not be limited to:
- Name the Township as an additional insured
  - Cross-liability and severability of interest
  - Blanket Contractual

- Products and Completed Operations
- Premises and Operations Liability
- Personal Injury Liability
- Contingent Employers Liability
- Owners and Contractors Protective
- Broad Form Property Damage
- Non-owned automobile liability
- The policy shall include 30 calendar days' notice of cancellation.

#### 12.5.2 Additional Insurance Clauses

**Certificate of Insurance.** The Contractor shall provide a Certificate of Insurance evidencing the required coverage before the commencement of Work and shall be required to ensure the coverage is maintained throughout the Term of the Contract. Any claims-made policy needs to be maintained for at least 24 months following termination or expiration of the Agreement.

**Additional Insured.** At Contractor's sole expense, the Township, the Cemetery Board, and each of their respective officers, councillors, directors, agents and employees shall be named as Additional Insureds on a primary basis on all liability policies with the exception of professional liability/errors and omissions.

**Primary Coverage.** The Contractor's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Township.

**Notice of Cancellation or Changes.** Except as otherwise approved by the Township, the policies shall be endorsed to provide the Township with not less than 30 calendar days written notice in advance of any cancellation, change or amendment which restricts coverage such that the Contract requirements are no longer met.

**Insurance Not to Affect Other Contract Obligations.** Insurance procured by Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Township as provided in the Contract.

- 12.6 The contractor shall provide an Annual Report of maintenance costs for Rockdale Cemetery and forward to the Cemetery Board by November 15 annually.
- 12.7 The contractor shall attend meetings of the Cemetery Board for that portion dedicated to the receipt of a verbal or written Activity Report from the contractor.
- 12.8 This contract may be terminated at any time by mutual consent or by either party on three (3) months' notice delivered in writing to the other party at the address identified in this contract or at a subsequent address as provided in writing to the other party.
- 12.9 This contract shall be for a period of three (3) years with the potential for two (2) separate one (1) year extensions unless terminated in accordance with section 12.8.
- 12.10 The annual cost of the contract shall be as identified in Section 13 of the contract. Section 13.1 and Appendix 1-A and 1-B may be updated and amended on an annual basis on agreement of both parties without impact on any other section of the contract.

### 13.0 COSTS OF SERVICES

- 13.1 The contractor shall provide the cost of services for the period April 20 to November 30 as detailed on Appendix 1-A of this Proposal.
- 13.2 Under unusual circumstances the Board may request services beyond the time frame outlined in Clause 13.1.
- 13.3 The cemetery board may request services which are over and above the scope of the contract, as per Appendix 1-B.

## ATTACHMENT A

### **FOR INFORMATION PURPOSES:**

#### Process for Opening and Closing a Grave:

1. The Secretary of the Cemetery Board contacts the Contractor to request that a grave be opened.
2. The Secretary and Contractor arrange a time to meet at the Cemetery to mark the grave to be opened.
3. The Secretary gives the contractor the particulars of the burial, such as time and date of funeral, name of deceased, name of funeral home and style of burial.
4. Particulars on Style of Burial:
  - 4.1: Full Body Burial:

If it is a full body burial, then information is provided as to whether the casket will be placed inside a concrete vault.

- a) If a vault is used, then the contractor opens grave only. The vault supplier brings the vault on day of funeral usually one (1) or two (2) hours before the service. Upon arrival, the vault supplier lays out wooden planking over the grave and installs a metal 'lowering device" upon which the vault is placed. The vault supplier also lays the artificial grass carpet over the earth pile. This is called "dressing the grave site". It is good practice for the contractor to be on site when the vault truck arrives. Sometimes the vault supplier requires assistance from the contractor.
- b) If the burial is without a vault, then the contractor lays wooden planking at edges for pall bearers to stand on, and sometimes it is necessary for the contractor to set up the lowering device (device is stored in the winter storage building). On the day of the funeral, the funeral home goes to the grave, usually a few hours before the service. They place the metal lowering device over the grave. The casket will be placed on the metal lowering device. The funeral home also lays an artificial grass carpet over the earth pile to "dress the grave site".
- c) In the case of either (a) or (b) above, the contractor digs the grave. Vault graves are approximately 42" wide x 8' long x 5' 6" deep. Non Vault graves are approximately 36" wide x 8' long x 5' 6" deep. The contractor prepares the site by laying 4' x 8' sheets of plywood on an adjacent grave to temporarily hold some of the earth removed from the open

grave. This usually requires six (6) sheets of plywood. This makes closing and clean up of the grave site easier. The contractor moves any monuments out of the way in order to dig the grave.

- d) If a backhoe is used for digging the grave, an assistant must be available to watch. The assistant watches for adjacent grave burial signs and ensures that any adjacent burial is not disturbed. Further the assistant ensures that the grave being dug is "vacant" and that no existing burial signs are encountered in this grave.
- e) Any large rocks and some of the earth material is taken to a waste area at the rear of the cemetery after the grave is filled back in.

#### 4.2 Cremation Burial

If it is a cremation burial, then much less work is required. Usually, the opening required is approximately 12" x 12" x 28" deep. Once dug, the contractor places the kneeling platform with artificial turf over the grave opening. Also, the wooden lectern table is placed at grave for use of family and clergy.

#### 5. Day of Funeral:

The contractor must be at the cemetery at the time of the funeral arrival. If a vault style burial, the contractor should be at the cemetery when the vault truck arrives. The contractor stays in the area of the tool shed during the graveside committal service. After the committal service, the funeral director and contractor should meet briefly. The funeral director will provide the contractor with an envelope that contains the burial permit and a cheque, if not previously received by the Secretary. This envelope is taken to the Secretary of the Cemetery Board later that day or within a day or two.

#### 6. Closing the Grave:

After the family leaves the cemetery, the contractor fills in and closes the grave. It is expected that all final grave clean up will be completed within the three (3) hours following the service but in unusual circumstances (e.g., weather issues) by the following day. This final clean up includes final soil raking; the spreading of top soil and grass seed, putting any monuments that had to be temporarily relocated back in place, and resetting any corner posts.

**FOR INFORMATION PURPOSES:**

Belmont Methuen Havelock Cemetery Board  
Interment Summary for Years 2020 to 2024

| Year        | Casket | Cremation<br>In-Ground | Cremation<br>Niche | Year Total |
|-------------|--------|------------------------|--------------------|------------|
| 2020        |        |                        |                    |            |
| Maple Grove | 10     | 19                     | 1                  |            |
| Victoria    | 0      | 0                      | --                 |            |
| Rockdale    | 0      | 0                      | --                 | 30         |
| 2021        |        |                        |                    |            |
| Maple Grove | 11     | 23                     | 1                  |            |
| Victoria    | 2      | 0                      | --                 |            |
| Rockdale    | 0      | 0                      | --                 | 37         |
| 2022        |        |                        |                    |            |
| Maple Grove | 17     | 22                     | 4                  |            |
| Victoria    | 0      | 0                      | --                 |            |
| Rockdale    | 0      | 0                      | --                 | 43         |
| 2023        |        |                        |                    |            |
| Maple Grove | 7      | 22                     | 4                  |            |
| Victoria    | 0      | 1                      | --                 |            |
| Rockdale    | 0      | 0                      | --                 | 34         |
| 2024        |        |                        |                    |            |
| Maple Grove | 10     | 26                     | 4                  |            |
| Victoria    | 0      | 2                      | --                 |            |
| Rockdale    | 0      | 0                      | --                 | 42         |

## **PART 3 CONTRACT**

**1. General.** The following documents shall form the contract (“**Contract**”) between The Corporation of The Township of Havelock-Belmont-Methuen (“**Township**”) an Ontario municipality having offices at 1 Ottawa St. East, PO Box 10, Havelock, Ontario K0L 1Z0 and XXXX (“**Contractor**”): (1) these Standard Terms for Goods and Services (“**Terms**”); (2) the RFP; (3) any other attached appendices; and (4) the Contractor’s bid or proposal (the “**Bid**”). Any conflict or inconsistency between the provisions of the Contract shall be resolved in the order listed above. Inclusion of a Bid is limited to incorporating the descriptions and specifications contained therein to the extent they do not otherwise conflict with Contract documents listed in priority. To avoid doubt, the Contract applies to the exclusion of any Contractor terms, including as incorporated in any quote or otherwise. Any such additional terms are expressly rejected by the Township. **These Terms may only be amended or excluded by written agreement signed by a duly authorized representative of the Township and the Contractor explicitly referencing an intention to exclude or amend the Terms.**

**2. Performance.** The Contractor agrees to provide those goods (“**Goods**”) and supply those services (“**Services**”) and any related deliverables (“**Deliverables**”) identified in the Contract or arising as a result of the provision thereof (collectively the “**Work**”). The Work will conform in all material respects with the specifications in the Contract, including all documentation published by the Contractor relating to the Work. Contractor shall provide the Work in a safe and workmanlike manner, exercising the degree of professionalism, skill and diligence expected of a skilled and experienced Contractor for similar work.

**3. Personnel.** Contractor shall only use personnel with appropriate licenses, qualifications and training necessary to perform the Work. Any key personnel named in the Contractor’s documents shall not be voluntarily removed or replaced by the Contractor without the Township’s written consent. The Contractor shall immediately remove personnel who are unprofessional, disrupt to the workplace, or violate applicable Township policies and replace such personnel within 5 days with appropriate replacement personnel. The Contractor acknowledges and agrees that all personnel, subcontractors, and agents engaged by the Contractor in connection with this Contract are not employees, agents, or representatives of the Township, and shall not be considered as such for any purpose. The Contractor shall be solely responsible for all employment-related obligations with respect to such personnel, including but not limited to compensation, benefits, insurance, discipline, and termination. Nothing in this Contract shall be construed to create a partnership, joint venture, or employment relationship between the Contractor (or its personnel) and the Township.

**4. Working on Township Property; Clean-up; Storage of Contractor Materials.** Contractor shall comply with all Township policies applicable to parties working on Township property; shall be responsible for any damage to Township property or equipment caused by Contractor personnel (including subcontractor personnel); and shall be responsible for cleanup of Contractor’s worksite and the proper disposal of materials, including without limitation packaging or waste. Contractor shall in all cases obtain written pre-approval from the Township representative prior to storing any Contractor materials or equipment on Township property. The Township is not responsible for any damage to, or loss of, Contractor’s materials or equipment while stored on Township property and such storage is at the Contractor’s sole and exclusive risk.

**5. Schedule.** The Contractor shall perform the Work in accordance with the time period and all specified performance timelines, milestones and delivery dates set out in the Contract (collectively the “**Schedule**”), understanding time is of the essence. Where the Township must provide information in order for the Contractor to perform the Work, the Contractor is obligated to request, document and assist in obtaining such input, including ongoing communication respecting the input, key tasks and timing of same. Contractor shall notify the Township as soon as it becomes aware that it cannot meet the Schedule. In the event of a delay caused by the Contractor or its subcontractors, Contractor shall, at no additional cost to the Township, employ accelerated measures, such as premium transportation costs or labour overtime, to ensure the Goods or Services are delivered on or before the revised delivery date. In the event of all other delays, the Contractor shall propose a revision to the Schedule. If the revised Schedule is not acceptable to the Township, acting reasonably, then in addition to any other rights and remedies that may be available to the Township at law or in contract, the Township may terminate the affected Work without any liability whatsoever.

**6. Health and Safety.** The Contractor shall comply with the Occupational Health and Safety Act (Ontario) and all applicable regulations, codes, and guidelines thereunder, as amended from time to time. The Contractor acknowledges and agrees that, for the purposes of the Act, it shall be deemed to be the “constructor” as defined in the Act and shall assume all associated duties, responsibilities, and liabilities. The Contractor shall take all necessary precautions to ensure the health and safety of its workers and all other persons on or near the project site and shall ensure compliance by all subcontractors and agents with the requirements of the Act.

**7. Inspection and Acceptance.** The Township may reject any materially non-conforming Work, in whole or in part, by written notice to the Contractor within 15 business days following receipt of the Goods or completion of the Services, failing which acceptance is deemed. Acceptance does not confirm compliance with the Contract. Where the Township rejects the Work, at the Township’s option it may, without prejudice to any other rights or remedies it may have hereunder or at law: (a) at Contractor’s expense, return Goods for a refund, a credit, repair or replacement or (b) obtain a price reduction or re-performance of non-conforming Services. The Township shall not be liable for any restocking or other charges for rejected Goods. No payment shall be owed for the Goods or Services unless the Township has accepted the Good or Service.

**8. Price.** Prices are as set out in the Contract, inclusive of all direct, indirect and incidental charges related to the provision and delivery of the Work (the “Price”). Unless otherwise specified in the Contract, the Price is in Canadian funds, exclusive of Canadian taxes and inclusive of any other taxes, duties, fees (including brokerage fees) and levies that may be imposed on Contractor by Canadian law or a non-Canadian jurisdiction. Price increases or charges not expressly set out in the Contract shall not be charged. Where no Contract term is specified, Prices may increase 12 months following the effective date of the Contract and may not increase more than Canadian Consumer Price Index, as reported in the preceding 12 month period. Travel and incidental expenses will only be reimbursed if expressly set out in the Contract.

**9. Invoicing and Payment.** The Township shall pay for the Work performed in accordance with the Contract. Contractor shall submit invoices and supporting documentation for Work in accordance with the Contract and any payment schedule therein. Undisputed invoices will be paid within 30 calendar days from the later of (a) the Township’s receipt of a complete invoice; and (b) acceptance of the Goods or Services in accordance with s.7. All invoices must meet the Township’s requirements, be addressed to The Corporation of The Township of Havelock-Belmont-Methuen and at a minimum provide the date, the legal name of the Contractor, the contact details of the Contractor’s account receivables department, the contract number (if any), a description of the Work provided, reference to the line item and dollar amount, the Contractor’s HST or other tax registration number, and a transportation bill of lading, as applicable. Taxes payable by the Township must be shown as a separate item. Invoices are to be submitted to the attention of the Township contract representative. For Services billed on time and materials basis, charges for time worked each day in the period must be shown along with the name of personnel performing the Services and for each line item the dollar amount (if applicable). The Township is not liable for any Work provided in excess of those specified by the Contract unless expressly agreed in writing in advance. Where payments are subject to Canadian legislated withholding or similar tax, the Township shall withhold such amount unless the Contractor provides appropriate documentation relieving the Township of such obligation. All invoices are subject to verification by the Township and payment of any invoice shall not prejudice the Township’s right to dispute such invoice. The Township may withhold payment on disputed invoices on written notice to the Contractor indicating the amount withheld and reason for withholding and no interest shall be charged on disputed amounts withheld. Any undisputed portion of an invoice shall be paid in accordance with this section 9. The parties will negotiate in good faith and discuss any disputed amount.

**10. Warranty.** Contractor represents and warrants that: i) Services will be performed in a good and workmanlike manner and of a quality at least equal to that generally accepted in the industry for similar work; and ii) the Goods are not subject to economic sanctions, comply with applicable laws, are free from any liens or encumbrances on title, will be new and of current production and that, for a period of one (1) year or the time period set out in the applicable manufacturer’s warranty,



whichever is greater, or such other time period as may be specified on the Contract, following the Township's acceptance, the Goods will be merchantable, of satisfactory quality, free from defects in design, material and workmanship and where applicable, will conform to and perform in accordance with specifications, drawings and samples accepted by the Township. The Contractor shall assign to the Township all manufacturer's warranties for Goods not manufactured by or for the Contractor and shall take all necessary steps as required by such third-party manufacturers to effect assignment of such warranties to the Township. Work failing to comply with applicable warranties will be, at the Township's option, (i) returned for a full refund or credit of amounts paid by the Township for the defective Work, (ii) repaired, (iii) replaced; (iv) re-performed by Contractor using alternate personnel if instructed by the Township or (v) rejected by the Township, within 30 days of notice from the Township at no cost or risk to the Township including warranty servicing, shipping, transportation costs and risk of loss and damage in transit. The warranty period for such repaired, replaced or re-performed Work shall be the greater of the remainder of the existing warranty period or six (6) months. The above warranties, together with any additional Contractor warranties, survive inspection, test, acceptance of and payment for the Work.

**11. Liability.** Except for indemnity obligations, neither party shall be liable to the other for special, consequential, incidental, exemplary or indirect costs, lost production or profits, lost opportunity, expenses or damages including without limitation litigation costs arising from any cause whatsoever, even if advised of the possibility of such costs or damages, arising at any time for any matter relating to this Contract. Contractor shall indemnify and hold harmless the Township, its employees, the mayor, councilors, officers and agents (collectively "**Township and Personnel**") from and against any and all claims, demands, damages, losses, costs and expenses, including fines and penalties related to Workers' Safety and Insurance requirements, and including legal fees (collectively, "**Claims and Costs**") to the extent caused by the Contractor, its officers employees, directors, officers, employees, subcontractors, suppliers and other representatives. Contractor shall have no obligation pursuant to this Section to the extent that the Claims and Costs arise from the negligence of any Township and Personnel. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Contract and shall survive termination or expiration of this Contract. Contractor shall not enter into any settlements admitting any Township and Personnel liability without the Township's prior written consent.

**12. Insurance and WSIB.** Unless otherwise specified in the scope of work in which case such terms shall prevail, the Contractor shall carry and maintain insurance policies for coverages and amounts that would be maintained by a prudent Contractor performing the Work, at a minimum, commercial general liability insurance underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$5,000,000 per occurrence and an aggregate of not less than \$5,000,000. Contractor will deliver, when requested, written proof of such insurance. The Contractor must deliver to the Township a clearance certificate from the Workers' Safety and Insurance Board ("**WSIB**") to the Township unless the Township waives such requirement in writing upon receiving proof satisfactory to the Township that WSIB coverage is not required. The Contractor shall indemnify and save harmless the Township from all WSIB fines and penalties related to the Contractor's failure to provide a clearance certificate or pay WSIB premiums when due. The contractor shall provide ongoing proof of continued WSIB coverage upon request.

**13. Termination and Suspension.**

a. Without prejudice to any other right or remedy, the non-defaulting party may have hereunder, if either party is adjudged bankrupt, make a general assignment for the benefit of creditors or a receiver is appointed, the other party may immediately terminate the Contract by written notice ("**Termination Notice**") to the insolvent party or its receiver or trustee in bankruptcy. If either party defaults under the Contract or the Contractor fails or neglects to pursue the Work diligently, the non-defaulting party may provide written notice to the defaulting party requiring their remedy of the default ("**Default Notice**"). If the defaulting party does not remedy the default within 5 days following receipt of the Default Notice (or such other period approved by the non-defaulting party) then the non-defaulting party may: i) correct the default and charge the cost of such correction to the defaulting party, or ii) terminate the Contract, in whole or in part, by issuing a Termination Notice. On termination for default, the Township shall pay for the portion of the Work completed to the satisfaction of the Township, and if terminated by the Township, the Township will deduct the cost to the Township in curing any defects in such Work, and any other costs to complete the Work in excess of the Price.

b. Notwithstanding anything in this Contract, the Township may terminate the Contract or any part of the provision of the Work, for convenience, at any time prior to completion of the Work, by issuing a Termination Notice providing notice of the termination date and the portion of the Work, if any, the Contractor is required to complete before the termination date. In such event, Contractor shall make reasonable efforts to mitigate all costs associated with such termination. The Township shall pay for the Work performed up to the date of termination, together with any reasonable and verifiable demobilization costs, non-cancellable materials costs and for such other reasonable additional costs (if any) incurred by the Contractor as a result of such termination.

c. The Township may suspend the Work, in whole or in part, by written notice to the Contractor. The Contractor shall promptly resume the Work only on receipt of written notice to resume, to the extent requested in the notice, and the Schedule and Delivery Date shall be adjusted equal to the suspension period, or as otherwise agreed in writing between the parties. If the suspension period exceeds 60 consecutive days, not due to any act or default of the Contractor, the Contractor may terminate the Contract and shall be paid as if the Contract was terminated for convenience by the Township.

d. The Township shall not be liable to the Contractor for any other costs or damages whatsoever arising from such termination or suspension of the Contract including consequential damages. The total aggregate payments to Contractor under the Contract, including any other payment already made for Work, shall not exceed the Price set out in the Contract.

**14. Intellectual Property.** N/A

**15. Township Property, Confidentiality, Privacy and Publicity.** All specifications, drawings, patterns, samples and other information furnished to Contractor hereunder: i) will be used solely for the purpose of carrying out the Work and for no other purpose; ii) will remain the property of the Township; and iii) be returned or destroyed at the Township's request at the expense of Contractor. This Contract and information issued, used or disclosed in connection with the Work are confidential and may be classified as to the degree of precaution necessary for their safeguarding. Contractor shall at all times take all measures reasonably necessary, including those set out in any instructions issued by the Township, for the protection of same. Contractor shall not use the Township's name in any public statement or publicize the fact the parties are doing business, without the prior written consent of the Township. Contractor agrees that all personal and security sensitive information disclosed by the Township, or managed, accessed, collected, used, retained, created or disposed of in order to fulfill the requirements of the Contract will at all times be stored on segregated, stand-alone information systems in Canada.

**16. Contractor Records.** Contractor shall keep proper records of costs and expenditures related to the Contract including paid invoices for a period of seven (7) years following the expiration or termination of the Contract and shall make them available to the Township upon request, for inspection and audit during business hours. Where an overpayment by the Township is discovered, the Contractor shall repay such amount within 15 days' of written notice from the Township.

**17. Freedom of Information and Privacy Legislation.** The Contractor acknowledges that all information distributed and collected with respect to the Work is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, RSO, 1990 or any other applicable information or privacy legislation.

**18. Code of Conduct, Governing Law and Competent Court.** The Contractor shall conduct itself in a professional and businesslike manner at all times in connection with the performance of its obligations under this Contract. The Contractor shall comply with all applicable laws, regulations, and ethical standards, and shall not engage in any conduct that is fraudulent, corrupt, or otherwise unlawful, including but not limited to offering, giving, soliciting, or receiving any bribe or other improper payment or advantage. The Contractor shall ensure that its employees, agents, and subcontractors are aware of and comply with these obligations. This Contract is exclusively governed by and will be construed in accordance with the applicable laws of the Province of Ontario and Canada, without regard to conflicts of laws principles. The parties expressly exclude application of the United Nations Convention on Contracts for the International Sale of Goods. The parties agree to the exclusive

jurisdiction of Ontario courts in all matters arising under this Contract. without prejudice to the Township’s right to submit a dispute to the court that would be competent absent this clause.

**19. Miscellaneous.** The Township may withhold from, reduce or set-off against any amount due to Contractor, such sums as are reasonably necessary to cover non-performance, indemnity or liability of Contractor in relation to the Contract. Contractor is an independent contractor and not an agent or employee of the Township. Contractor shall at all times comply with applicable laws. Nothing in this Contract grants Contractor the right to exclusively provide the Goods or Services. The Township shall at any time have the right to engage alternate or supplemental parties to perform the same or similar Services or provide the Goods at any time. Any delay by the Township in the exercise of any right or remedy provided herein shall in no event be deemed to be a waiver of such right or remedy. To be valid, any waiver by the Township must be made in writing expressly referencing the Contract. A valid waiver of any right or remedy herein will in no event be deemed to (i) constitute a waiver of such right or remedy arising in the future or (ii) operate as a waiver of any other right or remedy. If any provision of the Contract is held to be invalid or unenforceable by a judicial or regulatory authority, the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable. If no feasible interpretation would save the provision, it shall be severed, and the remainder shall not be affected and shall be enforced as nearly as possible according to its original terms and intent. The Township may assign its rights and obligations under the Contract without requiring any notice to or consent from Contractor. Contractor may not assign or transfer any right or obligations hereunder without the prior written consent of the Township. Contractor shall be liable for its subcontractors’ compliance with the Contract. The warranty, indemnity and other provisions reasonably intended to survive termination or expiration of the Contract shall survive. A copy or electronic version of this document will have the same force and effect as the original document. Les parties ont accepté que ce document soit rédigé en anglais. The parties have agreed that this document be prepared in the English language.

**The Corporation of the Township of Havelock-  
Belmont-Methuen**

**[Contractor Legal Name]**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **SCHEDULE 1: BIDDER’S SUBMISSION PACKAGE**

The Bidder’s Submission Package explains how Bids will be evaluated and ranked, and includes the forms to be completed and submitted by the Bidder. Bidders must use the forms in the Bidder’s Submission Package when preparing their Bid.

### **Bid Evaluation and Ranking Method**

Ranking will be based on the highest scoring Bid that achieves the minimum required score for each component of the evaluation:

| <b>Component</b>   | <b>Evaluation Method</b> |
|--------------------|--------------------------|
| Technical Bid      | Scored out of 100 points |
| Financial Bid      | Scored out of 50 points  |
| <b>Total Score</b> | <b>Scored out of 150</b> |

Bids will be evaluated and ranked in accordance with the following steps:

#### **Step 1: Technical Bid Evaluation**

Technical Bids will be evaluated based on the criteria, weightings and rating scale described in the Technical Bid Form.

#### **Step 2: Financial Bid Evaluation**

Bidders must provide all requested pricing information in accordance with the instructions in the Financial Bid Form. The Total Bid Price will be used to calculate each Bidder’s Financial Bid score.

Financial Bids will be scored based on a relative pricing formula using the Total Bid Price. Each Bidder’s score out of the maximum available 50 points will be calculated in accordance with the following formula:  $\text{Financial Bid Score} = \text{lowest Total Bid Price} \div \text{Bidder’s Total Bid Price} \times 50$

#### **Step 3: Ranking**

Following the evaluation of Financial Bids, the Bidders will be ranked from highest Total Score to lowest Total Score.

Total scores will be calculated as follows:  $\text{Total Score} = \text{Technical Bid Score} + \text{Financial Bid Score}$

In the event of a tie in highest Total Scores, the Township may request tied Bidders to provide a “best and final offer” and, whether or not a best and final offer has been requested, the top-

ranked Bidder will be the Bidder with the highest Financial Bid Score (i.e. the lowest Total Bid Price).

**Bid Submission Forms**

The following Bid Submission Forms must be used in the preparation of Bidder’s Submission package:

| <b>FORM</b>                  | <b>REQUIRED?</b> |
|------------------------------|------------------|
| Technical Bid Form           | YES              |
| Financial Bid Form           | YES              |
| Reference Form               | YES              |
| Submission Confirmation Form | YES              |

## Technical Bid Form

### Instructions to Bidders

Bidders must complete the table(s) on the following page and submit as their Technical Bid.

**\*\* Cautionary Note for Existing and Prior Contractors \*\***

If the Bidder has previously contracted with the Township, the Bidder must not assume that its Bid will be evaluated based on the Township's existing knowledge of the Bidder's products, services, experience, or qualifications. Each Bid will be evaluated based on the actual Bid contents.

If a Bidder's response references an external document, that document must be clearly identified and provided. Hyperlinks or website references should not be used and will be disregarded.

### Rating Scale

For Bidder's information, this is the scale that will be used by the Township to rate responses.

| Rating Scale Used to Score Responses |                       |  |
|--------------------------------------|-----------------------|--|
| % of available points                | Bidder Response       | Description  |
| 0%                                   | No Response           | Response was not provided  |
| 20%                                  | Very Poor Response    | Response provided but information is very limited or not relevant to the evaluation criteria.  |
| 40%                                  | Poor Response         | Response does not satisfy the evaluation criteria or align with stated preferences or expectations and/or details provided are unclear.  |
| 60%                                  | Satisfactory Response | Response generally satisfies the evaluation criteria but lacks detail and does not provide clear justifications for deviations from stated preferences or expectations.            |
| 80%                                  | Good Response         | Response satisfies the evaluation criteria, provides sufficient detail and provides clear and compelling justifications for deviations from any stated preferences or expectations |
| 100%                                 | Excellent Response    | Response is detailed and comprehensive, clearly and completely satisfies the evaluation criteria, and meets or exceeds any stated preferences and expectations.                    |

**TECHNICAL BID TABLE**

*Please complete the table below describing how you/your company meets each of the evaluation criteria.*

| <b>Evaluation Criteria</b>                         | <b>Description</b> |
|--|--------------------|
| Company Experience and Qualifications              |                    |
| Staff Training and Competency                      |                    |
| Work Plan and Methodology                          |                    |
| Equipment and Resources                            |                    |
| Occupational Health and Safety Compliance          |                    |
| Environmental and Cultural Sensitivity             |                    |
| References and Past Performance                    |                    |
| Social Procurement Contribution (Optional)         |                    |
| Emergency and After-Hours Response Plan (Optional) |                    |

## Financial Bid Form

### **Instructions to Bidders**

Bidders must complete appendices 1-A and 1-B and submit as their Financial Bid.

Price ranges are not permitted. If price ranges are proposed, the Financial Bid evaluation will be based on the highest price in the price range.

### **Insurance**

1. All prices include the provision of insurance as specified in the Scope of Work.

### **Payment Terms and Conditions**

1. All monetary values in the pricing tables are to be stated in Canadian dollars and are exclusive of HST and other applicable taxes.
2. The prices remain fixed for the duration of the initial term of the Contract and except as expressly stated in the RFP document, the prices are all-inclusive rates including all labour, materials, photocopies, telephone charges, overhead, profit, taxes and all other costs associated with providing all the Work, materials, and carrying out the activities outlined in the Scope of Work and the Contract, unless otherwise noted in the RFP.
3. Unless otherwise expressly stated in the RFP #2025-CB01 document, prices are inclusive of travel and living expenses.

### **Invoicing**

1. Lump Sum Pricing. Invoices for Work priced based on the achievement of milestones, phases or deliverables (each a “deliverable”) may only be issued upon the Township’s acceptance of the deliverable.
2. Time and Materials Pricing. Invoices for Goods and Services based on unit pricing shall be based on the unit prices specified in the Contract based on (a) Goods accepted and (b) actual time providing Services, as applicable. Unless otherwise expressly set out in writing in the Contract, the total amounts invoiced may not exceed the Total Bid Price specified in the tables.





**ANNUAL COST FOR CEMETERY MAINTENANCE AND INTERMENT SERVICES**

(all figures exclude HST)

*I wish to bid on Interment Services*

**2. Interment Services: Opening/Closing Interment Fees for services as described in Part 2 – Scope of Work Clauses 11.13 – 11.14**

|  |                                  |                 |
|--|----------------------------------|-----------------|
| Casket Interment<br>Including natural burial | Cremation Interment<br>in ground | Cremation Niche |
|--|----------------------------------|-----------------|

**For the period April 20 – November 30**

Cost per interment as follows:

|                             |          |          |          |
|-----------------------------|----------|----------|----------|
| Monday to Friday            | \$ _____ | \$ _____ | \$ _____ |
| Saturday, Sunday or Holiday | \$ _____ | \$ _____ | \$ _____ |

**Pre-April 20 Spring interments and post-November 30 to winter close up**

Cost per Interment as follows:

|                             |          |          |          |
|-----------------------------|----------|----------|----------|
| Monday to Friday            | \$ _____ | \$ _____ | \$ _____ |
| Saturday, Sunday or Holiday | \$ _____ | \$ _____ | \$ _____ |

**Natural Burial Interment**

**December 1 to April 20** (12noon to 2:00pm)

|                                |          |     |     |
|--------------------------------|----------|-----|-----|
| Cost per interment as follows: | \$ _____ | N/A | N/A |
|--------------------------------|----------|-----|-----|

\*If not interested in doing winter natural burial, insert "Pass"

## APPENDIX 1-B

### Hourly rate:

Hourly rate for approved work that is over and above the scope of the contract: \$ \_\_\_\_\_  
(excludes HST)

- any additional hourly work would require Cemetery Board approval;
- supply of any necessary equipment would be in addition to the hourly rate and added to any invoice

## Reference Form

Please provide three (3) relevant references including contact names and phone numbers to provide reference to your services. References may be contacted in the evaluation of the Proposal to verify the information.

|   |  |
|---|--|
| Reference Organization name:  |  |
| Reference Contact person:   |  |
| Address:  |  |
| Email:  |  |
| Phone number:   |  |
| Engagement title:   |  |
| Description of Project (project size, completion date, role of Bidder): |  |
| Location:   |  |

|   |  |
|---|--|
| Reference Organization name:  |  |
| Reference Contact person:   |  |
| Address:  |  |
| Email:  |  |
| Phone number:   |  |
| Engagement title:   |  |
| Description of Project (project size, completion date, role of Bidder): |  |
| Location:   |  |

|   |  |
|---|--|
| Reference Organization name:  |  |
| Reference Contact person:   |  |
| Address:  |  |
| Email:  |  |
| Phone number:   |  |
| Engagement title:   |  |
| Description of Project (project size, completion date, role of Bidder): |  |
| Location:   |  |

# Submission Confirmation Form

## 1. Bidder Information

|  |  |
|--|--|
| The full legal name of the Bidder:   |  |
| The jurisdiction under which the Bidder was incorporated or otherwise established: |  |
| Bidder Address:  |  |
| Bidder Contact Person (name, title):   |  |
| Telephone:   |  |
| Email:   |  |

## 2. Confirmation of Forms

| FORM               | CONFIRM & INITIAL THAT FORM IS INCLUDED     |
|--------------------|---|
| Technical Bid Form | <input type="checkbox"/> _____ INITIAL HERE |
| Financial Bid Form | <input type="checkbox"/> _____ INITIAL HERE |
| References Form    | <input type="checkbox"/> _____ INITIAL HERE |

### Important Notes

- Bids must use the Bidder’s Submission Package forms and submit in paper format.
- If an external document is referenced in any Bidder responses, it is preferred that the document be submitted as a separate paper document.

**3. No Public Statements or Lobbying**

The Bidder must not publish, issue or make any statements or news release, electronic or otherwise, concerning its Bid, or any other Bid, the RFP process, or the award of the Contract, without the express prior written consent of the Township.

The Bidder must not engage in any form of political or other lobbying whatsoever with respect to this RFP, or otherwise attempt to influence the outcome of the RFP process directly or indirectly by any manner whatsoever other than by submitting a Bid.

A failure to respect the above restrictions may lead to disqualification of the Bidder.

**4. Certification: No Collusion or Bid Rigging**

The Bidder certifies that:

- (a) the prices in their Bid have been arrived at independently from those of any other bidders;
- (b) the prices in their Bid have not been knowingly disclosed by the Bidder, and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other bidder or competitor; and
- (c) no attempt has been made, nor will be made, to induce any other person to submit, or not to submit a Bid, for the purpose of restricting competition.

**5. Certification: No Conflict of Interest or Unfair Advantage**

The Township will reject a Bid if there is a conflict of interest or an unfair advantage that, in the Township’s opinion, compromises the fairness of the competitive process. The Bidder is required to certify that it does not have a conflict of interest or unfair advantage by answering yes or no to the following statements:

|   |  |
|---|--|
| The Bidder has access to confidential information of the Township that is relevant to this RFP process and is not available to other Bidders.   | <input type="checkbox"/> yes <input type="checkbox"/> no |
| The Bidder (including any employee or proposed team member) (a) was involved in the development of any of the RFP documents or (b) received advice from someone involved in the development of any aspect of the RFP #2025-CB01 document. | <input type="checkbox"/> yes <input type="checkbox"/> no |
| The Bidder (including any employee or proposed team member) has business or personal relationships with any of the Township’s elected officials, employees or representatives that could create an appearance of bias or advantage.       | <input type="checkbox"/> yes <input type="checkbox"/> no |

|   |  |
|---|--|
| The Bidder (including any proposed personnel) has commitments, relationships or financial interests that could be, or might appear to be, incompatible with the impartial and unbiased performance of the Work. | <input type="checkbox"/> yes <input type="checkbox"/> no |
| <b>If the answer to any of the above questions is “yes”, please set out the details below:</b>  |  |
|   |  |

**6. Acknowledgement: Confidential Information**

The Township will use reasonable efforts to protect pricing, commercial terms and other sensitive and confidential information provided by the Bidders and identified as being confidential information, but the Township accepts no liability if such information is disclosed.

The Bidder acknowledges that its name and total contract value will be publicly disclosed and that the Bid and any related information may be disclosed to the Township’s staff, advisors and consultants for the purposes of conducting the RFP process or disclosed to the Township’s Cemetery Board for the purposes of oversight and decision-making.

**7. Acknowledgement: Non-Binding RFP Process**

The Bidder acknowledges and agrees that:

- The RFP process is non-binding and does not create contractual obligations between the Township and the Bidder. There is no intention to enter into what is commonly referred to as “Contract A”, and no contractual relationship will be formed until the Township enters into contract with a Contractor for performance of the Work.
- The Township is not obligated to award a contract to the highest ranked Bidder or any Bidder. The Township may accept or reject any Bid and may award a contract to any Bidder for all or part of the Work.



- The Township may cancel the RFP at any time prior to execution of a contract for the Work for any reason deemed appropriate and in Township’s or the public interest. Following cancellation, the Township may re-advertise for new bids or negotiate a contract for the same or similar Work.
- The Bidder does not have any right to compensation in connection with the RFP process or its outcome, including claims for Bid preparation costs, loss of profit or loss of opportunity, and the Township will not be liable for any claim arising out of this RFP process.

**ON BEHALF OF BIDDER, I UNDERSTAND AND ACCEPT THE TERMS OF THE RFP PROCESS:**

|                   |  |
|-------------------|--|
| <b>Signature:</b> |  |
| <b>Name:</b>      |  |
| <b>Title:</b>     |  |
| <b>Date:</b>      |  |

This form may be executed by hand-written or electronic signature.