



REQUEST FOR PROPOSAL
PROJECT DESIGN, SUPPLY AND INSTALL COLUMBARIUM
RFP #:CAO-2026-02

Issued on:

August 10, 2026

Requested by:

The Municipality of North Grenville
285 County Road 44
P.O. Box 130
Kemptville, Ontario
K0G 1J0

Attention:

Municipal Clerk

Closing Date and Time:

12:00 PM (noon) local time on
August 31st 2026

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Glossary of Terms

The Proponent must provide a valid WSIB Clearance Certificate indicating they are registered and in good standing with the Workplace Safety and Insurance Board prior to the commencement of any Work.

All Proposals submitted to the Municipality of North Grenville become the property of the Municipality and are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

The Proponent shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of goods and services to persons with disabilities.

Wherever a word is used in this Request for Proposal with its first letter capitalized, the term is being used as it is defined as follows:

(a) "Agreement" means the contract negotiated between the Municipality and the Successful Respondent;

(b) "Council" means the Mayor and Council of the Municipality of North Grenville;

(c) "Municipality" means The Corporation of the Municipality of North Grenville;

(d) "Proposal" means the submitted documents of an entity responding to this Request for Proposal;

(e) "Proposal Review Committee" means the people selected by the Municipality to evaluate the Proposals;

(f) "RFP" means this Request for Proposals and all schedules referred to in and attached to this Request for Proposals and any amendments or addendum thereto;

- (g) “Respondents” means those entities that submit a proposal in response to this Request for Proposals;
- (h) “Consultant” is an external professional or firm hired to provide specialized expertise, strategic advice, and actionable solutions for a defined project
- (h) “Submission Deadline” means the date set out in section 1:1
- (i) “Successful Respondent” means the entity that is selected to enter into negotiations with the Municipality;
- (j) “MERX” means electronic tendering and contract aggregation services
- (k) “Project” means the design, supply and installation of one 72 niche cylindrical (round) columbarium including an ossuary with a domed roof

Where any word appears in ordinary case, its regularly applied meaning in the English language is intended.

Introduction

The Municipality of North Grenville (the “Municipality”) is a rural municipality with a small town urban center located adjacent to the southern border of the City of Ottawa. As one of the fastest growing municipalities in Eastern Ontario, North Grenville is committed to providing a broad range of amenities and services to its residents and visitors alike.

The Municipality has a mix of rural and urban communities, with a total 2021 population of approximately 17, 964 (Source: Statistics Canada). The urban area (formerly the Town of Kemptville) currently serves a population of approximately 6,000. The downtown core of the Nation’s Capital can be accessed within approximately 30 minutes via Highway 416 and Highways 417. The Municipality is also within a 30 minute reach of Highway 401. The Municipality has experienced strong growth in recent years and has projected a population of 30, 602 by 2046 with the majority of the new growth to be expected within the urban area.

The Kemptville Union Cemetery is a mature, fully established cemetery that is land constrained. The cemetery is bounded by existing residential and commercial development to the east, south and west, with no opportunity for expansion beyond its current boundaries. In addition, a portion of the cemetery land has been affected by the recent redevelopment and widening of Highway 43 through Kemptville. As a result, the Municipality must maximize the efficient and respectful use of the remaining cemetery lands and continue meeting the interment needs of the community.

The Municipality is requesting proposals from qualified firms for the design, supply and installation of one 72 niche cylindrical (round) columbarium including an ossuary with a domed roof. The

Municipality prefers a grey granite structure and black granite doors. The proposed columbarium is intended as an initial, scalable component of a longer-term cemetery strategy with the possibility of future expansion subject to demonstrated demand.

1.0 Instructions to Proponents

1.1 Invitation

The Municipality is requesting proposals from qualified firms for the design, supply and installation of one (1) 72 niche cylindrical columbarium including an ossuary. The proposed columbarium is intended as an initial, scalable component of a longer-term cemetery strategy. A full description of the project and proposed scope of work is available under Section 3 of this RFP.

The Municipality requires that the Project be completed during the Fall/Winter of 2026.

Proponents must submit one complete proposal via MERX addressed to:

The Municipality of North Grenville
285 County Road 44
Box 130
Kemptville, Ontario
K0G 1J0

Attention:
Municipal Clerk

Proposals must be received at this location **NO LATER THAN 12:00 PM (noon) LOCAL TIME on August 31, 2026.**

Proposals received after the above due date and time will not be considered. Email submissions or other delivery methods will **not** be accepted.

1.2 Charge for Documents

All documents, including background information, will be provided electronically at no cost. Refer to section 3.5 for a list of background documents to be available to the successful consultant.

1.3 Costs Incurred by Proponents

All expenses incurred in the preparation and submission of proposals shall be borne solely by the Consultant. No payment will be made for any proposals received, or for any other effort required of or made by the Consultant prior to the commencement of work defined by the proposal approved by the Municipality.

1.4 Acceptance of Terms

All those who submit a proposal represent that they have read, completely understand, and accept the terms and conditions of this Request for Proposal (“RFP”) in full.

A Consultant signed copy of each addendum associated with this RFP should be included in each submission.

1.5 Indemnification and Insurance

The successful proponent will, at all times, indemnify and save harmless the Municipality, its elected officials, officers, employees and agents from and against all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, fraud or willful misconduct of the successful proponent, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of the work described in the Terms of Reference set out in Section 3 of this RFP.. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the successful proponent in accordance with this RFP, and any contract enacted thereunder, and shall survive the contract.

The successful proponent agrees to defend, indemnify and save harmless the Municipality from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the successful proponent’s status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the successful proponent in accordance with this RFP, and any contract enacted thereunder, and shall survive the contract.

Contractor’s Equipment Floater

A contractor or subcontractor, where applicable, shall provide and maintain coverage for all equipment used in the project during the term of this RFP and any contract enacted thereunder. Coverage will be provided, on a broad form basis for construction machinery, equipment, tools and stock that will be used by the successful proponents in the performance of the work. The coverage will also include rental expense. Coverage is to be carried from the date of commencement of the work described in the Terms of Reference set out in Section 3 of this RFP until one (1) year following the date of substantial performance of the work in accordance with Section 2 of the Construction Act, 1990.

Contractors Pollution Liability

A contractor or subcontractor, when applicable, shall carry a Contractor's Pollution Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than two-million dollars (\$2,000,000) per occurrence in the aggregate. Coverage shall include bodily injury, property damage, clean up and remediation costs.

Professional Liability

The successful proponent shall take out and keep in force Professional Liability (Errors and Omissions) Insurance in the amount of five-million dollars (\$5,000,000) per occurrence, providing coverage for acts, errors and omissions arising from their professional services performed under this RFP, and any contract enacted thereunder. The policy Self-Insured Retention (SIR)/deductible shall not exceed fifty thousand dollars (\$50,000) per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the Municipality. The policy shall be renewed for two (2) years after substantial performance of the work described in the Terms of Reference set out in Section 3 of this RFP. A certificate of insurance evidencing renewal is to be provided each and every year for the duration of the policy. If the policy is to be cancelled or non-renewed for any reason, ninety (90) day notice of said cancellation or non-renewal must be provided to the Municipality. The Municipality has the right to request that an Extended Reporting Endorsement be purchased by the successful proponent or at the proponent's sole expense.

Commercial General Liability

The successful proponent shall take out and keep in force Commercial General Liability Insurance, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than five-million dollars (\$5,000,000) per occurrence. The policy shall include an extension of standard provincial and territorial form of non-owned automobile liability policy. This policy shall include, but not be limited to, the following:

- a. A provision naming Owner as an additional insured;
- b. A cross-liability and severability of interest provision;
- c. A blanket contractual provision;
- d. Products and completed operations coverage;
- e. Premises and operations liability coverage;
- f. Personal injury liability coverage;
- g. Contingent employers liability coverage;
- h. Owners and contractors protective coverage;
- i. Firefighting expenses coverage;
- j. Attached machinery coverage (including while loading & unloading); and,
- k. XCU coverage which shall include shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work and work below ground surface including tunnelling and grading.

Environmental Impairment Liability Insurance

A contractor or subcontractor, when applicable, shall provide Environmental Impairment Liability insurance with a limit of no less than two-million dollars (\$2,000,000) per occurrence. If the policy is written on a claims made basis, the contractor or subcontractor shall provide the Municipality with

proof of renewal for the new five (5) years. Should the contractor or subcontractor cancel the policy within that time period the contractor must provide the Municipality with sixty (60) days' notice of cancellation. The Municipality may require the contractor to purchase an Extended Reporting Endorsement at the contractor's sole expense.

Installation Floater

When applicable, the contractor or subcontractor shall, throughout the term of RFP and any contract enacted thereunder, obtain and maintain an Installation Floater coverage written on an "All Risk" perils basis of an amount not less than the full replacement value of the work described in the Terms of Reference set out in Section 3 of this RFP. Coverage shall apply while property is in transit to the installation site, while stored at a temporary location, while awaiting installation at the work site, during loading and unloading, and during the course of installation until completed.

Crane Operators/Hook Liability

If booms or cranes are involved in moving any materials or installation equipment (HVAC), the contractor will require Hook or Crane Operators Liability coverage. The limit for this coverage should equal the cost of the most expensive piece to be moved or installed.

Primary Coverage

The successful proponent's insurance shall be primary coverage and not "additional to" coverage and shall not seek contribution from any other insurance policies available to the Municipality.

Certificate of Insurance

The successful proponent shall provide a Certificate of Insurance evidencing coverage in force at least ten (10) days prior to commencement of the work described in the Terms of Reference set out in Section 3 of this RFP and immediately upon renewal of any insurance required pursuant to this RFP.

1.6 Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)

In accordance with MFIPPA, this is to advise that any personal information Consultants provide is being collected under the authority of the Municipal Act and will be used exclusively in the selection process. All proposals submitted become the property of the Municipality. Consultants are reminded to identify in their proposal any specific scientific, technical, commercial proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete proposals are not to be identified as confidential.

The information contained in this proposal document may be utilized by the Proponent solely for the purpose of preparing a proposal for submission to the Municipality. Any other use of the information for any other purpose is not authorized by the Municipality.

1.7 Accessibility

As of January 1, 2012, Proponents must meet the requirements of the Customer Service Standard of the Accessibility for Ontarians with Disabilities Act, 2005.

The successful Consultant shall comply with the Accessibility Standards for Customer Service, O. Reg 429/07 ("Regulation"), under The Accessibility for Ontarians with Disabilities Act, 2005 (AODA).

The successful Consultant shall ensure its employees are trained on providing accessible customer services. Any training or training resources must conform to the legislated requirements under the Act.

The successful Consultant shall maintain records of the training, including dates when training was provided, the number of employees who received training and individuals training records. Where requested by the Municipality, the person, business or organization shall provide written proof, as well as any documentation regarding training policies, practices and procedures, to the Municipality.

1.8 Clarification

All inquiries regarding this RFP are to be directed to the individual identified below. Inquiries must be submitted through MERX no later than 12:00 p.m. (noon) local time on August 31, 2026. All inquiries will be provided by the Municipality by way of written addendum(s) issued via MERX, no later than February 18, 2026.

The Municipality of North Grenville
285 County Road 44
Box 130
Kemptonville, Ontario
K0G 1J0

Attention:
Municipal Clerk
cemetery@northgrenville.on.ca

2.0 Terms of Payment

Following notification of award, receipt of all required insurance and WSIB documentation, substantial performance of the work in accordance with Section 2 of the Construction Act, 1990 and successful final inspection by the Municipality, payment will be made within thirty (30) calendar days from receipt of applicable invoice(s).

Under no case shall payments made under the Contract exceed the approved upset limit price or total contract value, unless otherwise authorized by the Municipality.

Invoices submitted by the Consultant shall include the project title, a description of and type of work completed and a billing summary. This summary shall include the tasks set forth in the financial submission and shall indicate the budgeted cost, percentage invoiced to date and a total of these amounts for each task.

2.1 Proposal Validity

Proposals shall remain valid and open for acceptance by the Municipality for a period of sixty days (60) calendar days following the deadline for receipt of proposals.

2.2 Warranty and Holdback

The Consultant shall warranty all materials and workmanship for a period of twelve (12) months from the date of substantial performance of the work in accordance with Section 2 of the Construction Act, 1990 (the “Defect Liability Period”). Any defects arising during this period shall be corrected by the Consultant at no cost to the Municipality.

- The Contractor shall provide documentation of the following upon satisfactory completion of the work:
 - Recommended maintenance requirements
 - Cleaning procedures
 - Inspection requirements
 - Expected lifecycle of materials
 - Replacement procedures for niche fronts, hardware, and components

This information will assist staff with long-term asset management

Upon expiry of the Defect Liability Period, and subject to the satisfactory completion of all requirements, the Consultant may submit a written request for the release of the maintenance holdback. The Municipality may deduct from the maintenance holdback any cost incurred by the Municipality to perform required maintenance that the Consultant has failed to complete.

The maintenance holdback is separate, and in addition to, the statutory holdback retained pursuant the Construction Act, 1990.

2.3 Follow-On Contracts

The Municipality reserves the right to award subsequent phases of the project to the successful proponent, and fees for any follow-on contracts shall be based on the same unit or per diem rates proposed under this RFP, unless negotiated and approved otherwise.

The Municipality also reserves the right to request competitive proposals for subsequent phases of the project if deemed to be in the best interests of the Municipality.

3.0 Terms of Reference

3.1 Background

The Kemptville Union Cemetery is a mature, fully established cemetery that is land constrained. The cemetery is bounded by existing residential and commercial development to the east, south and west,

with no opportunity for expansion beyond its current boundaries. In addition, a portion of the cemetery land has been affected by the recent redevelopment and widening of Highway 43 through Kemptville. As a result, the Municipality must maximize the efficient and respectful use of the remaining cemetery lands and continue meeting the interment needs of the community.

Council of the Municipality acknowledges the broader demographic and cultural trends demonstrating a growing preference for cremation over traditional in-ground burial. The Cremation Association of North America reported 76.7% (2024) of interments in Canada involving cremated remains, a growth of 7.3% in Canada since 2019¹. Statistics from the Bereavement Authority of Ontario (BAO) indicate that, in December 2022, cremations accounted for 70% of all forms of disposition in Ontario². The installation of a columbarium is therefore being pursued as a means of providing long-term, space-efficient interment capacity within the existing cemetery footprint, ensuring that residents of North Grenville continue to have access to local interment options.

3.2 Specifications

In general terms, the Consultant will design, supply and install a 72 niche cylindrical (round) columbarium, incorporating an integrated ossuary, with a domed roof. The columbarium is intended to serve as a permanent interment feature within the Kemptville Union Cemetery and shall be designed in a manner that is dignified, durable and compatible with the existing cemetery landscape.

The Municipality's preferred aesthetic is a grey granite structure with black granite niche fronts. Notwithstanding this preference, Proponents may submit alternative colour schedules and finishes, provided that the proposed materials are of comparable quality, longevity, and appropriateness for a cemetery environment. The specifications outlined herein represent baseline design criteria and may be refined through the proposal evaluation process and subsequent negotiations with the successful Consultant.

The proposed columbarium design must allow for future expansion within the cemetery. Specifically, the overall layout and design shall accommodate the future installation of up to four (4) additional columbarium's, each consisting of approximately forty-eight (48) niches, without ossuaries, consistent in material quality and architectural character with the initial installation. The intent is to ensure a cohesive, phased columbarium precinct that can be expanded over time without requiring redesign of the initial structure or disruption to existing interments.

The final location of the initial columbarium within the Kemptville Union Cemetery has not yet been confirmed. The Municipality is issuing a separate, concurrent RFP for the preparation of a Cemetery Master Plan. The successful proponent for the Cemetery Master Plan will be required to collaborate with the successful Consultant under this RFP to confirm the optimal placement, orientation and integration of the columbarium and future expansion area within the cemetery. The Municipality retains final authority regarding the location and placement of the columbarium based on consultant recommendations, operational requirements, and Council direction.

This design must be capable of being finalized promptly, with the necessary and required approvals, following confirmation of location to support installation in Fall/Winter 2026.

¹ (Cremation Association of North America, 2025)

² (Bereavement Authority of Ontario, 2022)

The Consultant shall ensure that the design and installation of the columbarium, including the ossuary component, complies with all applicable legislative and regulatory requirements and shall obtain, or assist the Municipality in obtaining, all necessary approvals required to complete the work, as further described in this RFP.

3.3 Scope of Work

The successful Consultant shall be responsible for the design, approvals, supply and installation of a columbarium at the Kemptville Union Cemetery, in accordance with the Terms of Reference set out in Section 3 of this RFP.

3.3.1 Design and Engineering

The Consultant shall retain or be a qualified professional with experience in the design of cemetery structures to:

- Prepare complete construction drawings for a 72-niche cylindrical columbarium incorporating an ossuary and domed roof
- Design the columbarium to be located on a single foundation system to support:
 - Initial 72-niche structure, as described herein; and,
 - The possibility of future installation of up to four (4) additional upright columbarium's, each consisting of approximately 48 niches and no ossuary; consultant to identify and plan for future expansion opportunities, with future foundations to be constructed as separate phases if and when expansion occurs
 -
- Prepare engineering and design specifications for the foundation, including structural capacity for future expansion
- Prepare engineered drawings and specifications related to grading and drainage
- Develop a niche numbering and identification system, including the location and labeling of the ossuary, suitable for integration into municipal records and mapping systems

Where professional engineering services are required, including but not limited to the preparation or sealing of structural, foundation, or other engineering drawings, such services shall be provided by, or under the supervision of, a Professional Engineer licensed to practice in the Province of Ontario.

3.3.2 Landscape and Site Design

The Consultant shall prepare a landscape design plan for the columbarium area that:

- Is designed in a manner that ensures existing interments are not disturbed, altered or otherwise impacted
- Enhances the aesthetic and contemplative quality of the site
- Includes a mix of native shrubs, grasses, and/or perennial plantings suitable for local climate conditions
- Prioritizes low-maintenance and long-term operational sustainability
- Integrates accessible pathways and barrier free access to the columbarium area

- Is coordinated with the overall cemetery layout and future expansion of additional columbarium structures
- May incorporate pedestrian-friendly or placemaking elements, such as seating, or modest hardscape features, where appropriate, subject to review and approval by the Municipality

3.3.3 Coordination and Approvals

The Consultant shall:

- Coordinate with the Consultant retained under the Municipality's Cemetery Master Plan to confirm the optimal location orientation and integration of the columbarium and future expansion area in a manner that ensures existing interments are not disturbed, altered, or otherwise impacted
- Work with municipal staff to support approvals required, where applicable
- Prepare and submit, or assist the Municipality in preparing and submitting, all required documentation for approval by the Bereavement Authority of Ontario (BAO), including design drawings and site placement
- Respond to any BAO review comments and revise designs as required to obtain approval

3.3.4 Supply and Installation

The Consultant shall:

- Supply all materials, labour, equipment, and supervision required for the installation of the columbarium
- Construct and pour the required foundation
- Deliver and install the columbarium in accordance with the approved design and applicable industry standards
- Carry out all installation activities in a manner that ensures existing interments are not disturbed, relocated, or otherwise impacted, and immediately notify the Municipality of any unforeseen site conditions
- Provide on-site supervision during delivery and installation to ensure quality control and safety
- Comply with all applicable occupational health and safety legislation, including the Occupational Health and Safety Act, 1990, and its regulations, and take all necessary precautions to protect workers, municipal staff, cemetery visitors, and the public during delivery and installation
- Ensure installation is completed within the timelines necessary to support Fall/Winter 2026 commissioning

3.3.5 Warranties and Close-Out

The Consultant shall:

- Provide all applicable manufacturer and installation warranties
- Submit as-built drawings and final documentation in a form acceptable to the Municipality

- Certify that the installation complies with approved drawings and applicable regulatory requirements

Three (3) hard copies of all draft and final engineered plans, specifications and construction drawings shall be submitted upon completion of the design phase. In addition, as-constructed drawings reflecting the works as installed shall be provided upon completion of construction.

One (1) digital copy of all documentation, including draft, final and as-constructed drawings, shall be provided in both editable format (where applicable) and PDF format. All printed materials shall be clear and legible.

3.4 Project Reporting

The Consultant shall report to the Municipal Clerk or designate.

3.5 Background Documents Provided

The following documents will be made available following the awarding of the contract:

1. In-effect Cemetery By-law No. 63-14
2. Mapping for Kemptville Union Cemetery
3. Interment Constraint References
4. Existing cemetery layout plans or sections
5. Relevant staff reports, Council resolutions and directives
6. 2025 Municipality of North Grenville Strategic Plan

Interment constraint information is provided for reference purposes only and shall not be relied upon as a complete burial record or survey.

Summary of Key Dates for Proposal:

Distribution of RFP	August 10 th 2026
Consultant Clarification Question Submission	August 17 th 2026
NG Clarification Answer Distribution (Addenda)	August 24 th 2026
Submission of proposal	August 31 st 2026
Consultant interview (if necessary)	DATE TBD
Anticipated award of assignment (at the latest)	September 2026

The Municipality reserves the right to modify any of the following dates at its sole discretion.

4.0 Evaluation Criteria

The successful Consultant will possess the requisite technical skills to deal with the complex matters to be addressed in the scope of work and will be required to work directly with Municipal staff, the project manager, the public, agencies, and stakeholders in a professional manner

To achieve this, the Municipality is interested in a firm, which in addition to sound technical qualifications, exhibits such skills as timeliness, diplomacy, tact, strong communication ability (both written and verbal) and an understanding of the municipal culture.

The Consultant Project Team member(s) must demonstrate:

- Experience with the design, supply, and installation of columbariums and/or similar cemetery or memorial structures, including foundations and associated site works
- Experience preparing engineered construction drawings and specifications suitable for regulatory approval and construction
- Knowledge of, and experience working with, the requirements of the Funeral, Burial and Cremation Services Act, 2002 and applicable regulations, including coordination with Bereavement Authority of Ontario (BAO)
- Ability to manage projects through design, approvals, fabrication, delivery and installation within defined timelines
- Experience integrating low-maintenance landscape and site design appropriate to cemetery environments
- Ability to prepare and deliver clear technical documentation, including niche numbering systems, as-constructed drawings and close-out documentation

4.1 Basis of Selection

The Municipality intends to recommend the appointment of the Consultant on the basis of best overall value, based upon a review of the technical and fee proposal, and the consultant interview. The Consultant appointment is subject to approval by the Municipality in accordance with the provisions of the Procurement By-Law.

4.2 Selection Criteria

A total of 100 points will be allocated to each proposal, as follows:

Category	Available Points
<i>Technical:</i>	
Qualifications and Experience of Company	20
Qualifications and Relevant Experience of Project Team	20
Ability to meet supply and installation timeframe	15
Ability to meet preferred specifications	15
Proposed Work Plan and Schedule	10
Sub-total	80
<i>Financial:</i>	
Fees and disbursements (including sub-consultants)	20
Total	100

Financial points will only be awarded to submissions that have achieved a minimum score of 60 out of 80 points on the technical evaluation criteria. Proposals that do not meet this minimum score will be deemed non-compliant and will be given no further consideration.

Technical proposals scoring 60 points or higher will be evaluated financially, on the following basis:

The lowest cost submitted will be awarded 20 points, and the other cost proposals will be awarded points based upon the percentage difference between the Proponent's proposal cost and the lowest proposal cost, e.g.:

$$\text{Points} = 20 \times \{1 - [(Proposed Cost - Lowest) / Lowest]\}$$

Up to three (3) of the highest rated proposals may be invited by the Municipality to attend an interview to present and discuss their proposal. Interview details and evaluation criteria will be provided at the time of notification of request to attend an interview.

4.3 Evaluation Criteria

4.3.1 Qualifications and Experience of Company

Provide a brief company profile and recent relevant experience. Provide three (3) similar projects completed by your firm, including as a minimum, one (1) project completed in the last five (5) years in Ontario. Provide client references for each project.

4.3.2 Qualifications and Recent Relevant Experience of Project Team

Provide the qualifications, recent relevant experience, and responsibility of each member of the project team (Project Manager, key team members, sub-consultants, and other staff), clearly stating the employment history of the Project Manager and key team members, years with current firm and work location. Resumes should be included in an appendix.

4.3.3 Understanding of Objectives

Describe your understanding of the assignment, including overall scope and objectives, noting any particular issues that may require specific attention.

4.3.4 Quality Approach and Methodology

Describe the approach and methodology to be followed in completing all aspects of the assignment in order to achieve the stated project objectives.

4.3.5 Proposed Work Plan and Schedule

Provide a work plan and schedule in the form of a Gantt chart to illustrate the breakdown of the major tasks and the level of effort of the individual team members in sufficient detail to allow a complete understanding as to how and by whom the work is to be carried out.

The Consultant shall outline the measures that it has in place to ensure the project delivery and cost control to meet the needs of the Municipality.

4.4 Fees

The Consultant is to provide a total upset limit price, including all fees, sub-consultants, and disbursements, but exclusive of HST, to complete this assignment in accordance with the services detailed herein in the Consultant's proposal.

The breakdown of fees shall be presented in a table format identifying the level of effort that each team member has allocated to each of the tasks in the proposed work plan, as well as disbursements for each task, if applicable. Including the following areas of service:

- Design and engineering
- Foundation construction
- Columbarium fabrication
- Delivery and installation
- Landscaping/site works
- Optional future expansion components

All reasonable and proper expenses incurred by the Consultant shall be reimbursed without any allowance thereon for overhead and/or profit. The following costs shall not be reimbursed:

- Communication expenses including facsimile, local phone, and cellular charges;
- Standard PC or computer aided design and drafting equipment (excludes specialized equipment or software as identified in Consultant's proposal); and
- Travel and living expenses unless identified in the proposal or approved in advance.

4.5 Consultant Interviews

Up to three (3) of the highest rated proposals may be required to make a brief presentation (15 minutes) to the municipal project team on this project to discuss their methodology and approach to this assignment.

5.0 Special Terms and Conditions

Submission of a proposal constitutes acknowledgement the proponent has read and agrees to be bound by all the terms and conditions of the Request for Proposal.

The Municipality will not make any payments for the preparation of the response to the Request for Proposal. All costs incurred by a proponent will be borne solely by the proponent.

This is not an offer or a call for tenders. The Municipality does not bind itself to accept the lowest price proposal, or any proposal submitted.

The Municipality has the right, in its sole, absolute and unfettered discretion to cancel this RFP at any time and to reissue it, with the same or similar deliverables, for any reason whatsoever, without incurring any liability and no proponent will have any claim against the Municipality as a result of the cancellation or re-issuing of the RFP.

The Consultant acknowledges that the Municipality shall have the right to reject any, or all, Proposals for any reason, or to accept any Proposal which the Municipality in its *sole, absolute and unfettered discretion* deems most advantageous to itself. The lowest, or any, Proposal will not necessarily be accepted, and the Municipality shall have the *unfettered* right to:

- (i) Accept a non-compliant Proposal, whether such non-compliance is substantial or otherwise;
- (ii) Accept a Proposal which is not the lowest Proposal or the Proposal with the highest overall score; and
- (iii) reject a Proposal that is the lowest Proposal even if it is the only Proposal received.

The Municipality reserves the right to consider, during the evaluation of Proposals:

- (i) Information provided in the Proposal document itself;
- (ii) Information provided in response to enquiries of industry references set out in the Proposal;
- (iii) Information received in response to enquiries made by the Municipality of third parties apart from those disclosed in the Proposal in relation to the reputation, reliability, experience, and capabilities of the Consultant;
- (iv) The manner in which the Consultant provides services to others;
- (v) The experience and qualification of the Consultant's senior management, and project management;
- (vi) The compliance of the Consultant with the Municipality's requirements and specifications; and
- (vii) innovative approaches proposed by the Consultant in the Proposal.

The Consultant acknowledges that the Municipality may rely upon the criteria which the Municipality deems relevant, even though such criteria may not have been disclosed to the Consultant. By submitting a Proposal, the Consultant acknowledges the Municipality's rights under this Section and absolutely and irrevocably waives any right, claim or cause of action against the Municipality, by reason of the Municipality's failure to accept the Proposal submitted by the Consultant, whether such right or cause of action arises in contract, negligence, or otherwise.

If a contract is to be awarded as a result of the Request for Proposal, it will be awarded to the proponent whose proposal, in the Municipality's opinion, provided the best potential value to the Municipality and is capable in all respects to fully perform the contract requirements and the integrity to assure performance of the contract obligations based on the objective assessment outlined above.

If the Municipality decides to award a contract based on a submission received in response to this Request for Proposal, the successful proponent will be notified of the intent to award in writing, and the subsequent execution of a written agreement shall constitute the making of a contract. Proponents will not acquire any legal or equitable rights or privileges whatsoever until the contract is signed by both parties.

In the event of any inconsistency between the RFP and the contract, the contract shall govern.

The Municipality reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria

Proponents may not amend or withdraw their proposals after the closing date and time.

Submitted proposals will be evaluated as soon as practicable after the closing time with best efforts for the evaluation process to remain on task as per the schedule for the award included in Section 3.

The proposals and accompanying documentation submitted by the proponent are the property of the Municipality and will not be returned.

Proponents are advised that all communications with the Municipality related to this RFP during the bidding process must be directly and only with the individual nominated in section 1.8.