



**Callander**

ONTARIO

*Four Seasons of Reasons*

**REQUEST FOR QUOTE 2019-07**

**Cemetery Services Contract**

**Submission Deadline: 3:00pm, Local Time, Wednesday, May 22, 2019**

**1. Invitation and Submission Instructions:**

a) Invitation

This Request for Quote (“RFQ”) issued by the Municipality of Callander (“Municipality”) is an invitation to submit a quotation for the provision of cemetery services as listed below.

b) RFQ Contact

For the purposes of this procurement process, the RFQ contact shall be:

Elaine Gunnell, Municipal Clerk  
Municipality of Callander  
280 Main Street North  
Callander, ON, P0H 1H0  
[clerk@callander.ca](mailto:clerk@callander.ca)  
705-752-1410 ext 222

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of Callander, other than the RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the Respondent and the rejection of the Respondent’s bid.

c) RFQ Timeline

Issue date of RFQ	May 9, 2019
Deadline for Questions	May 14, 2019
Deadline for Issuing Addenda	May 15, 2019
Submission Deadline	May 22, 2019 - before 3 pm local time

d) Submission Instructions

A quotation shall be labelled with the Respondent’s name, RFQ number and title. A quotation shall be submitted in the form attached to the RFQ as APPENDIX C– RFQ 2019-07 Quote Form.

The Respondent may submit a quotation either by email or in hard copy as follows:

i. Email

If the Respondent chooses to submit by email, the Respondent should submit the Quote Form electronically in a single pdf file to the Municipality by email at:

[clerk@callander.ca](mailto:clerk@callander.ca)

PDF emailed Quotations are preferred and the Municipality will confirm receipt of emails.

ii. Hard Copy

If the Respondent chooses not to submit by email, the Respondent should submit the Quote Form in a sealed package to:

Procurement  
The Corporation of the Municipality of Callander  
280 Main Street North  
Callander, ON P0H 1H0

The Quote submission must be delivered on or before 3:00 p.m. local time on Wednesday May 22, 2019

The Respondent must assume full responsibility for delivery of the completed Proposal. The Municipality accepts no responsibility for any loss or delay with respect to Proposals that are delivered to any location other than that specified.

e) Inquiries

All inquiries related to this RFQ shall be made prior to the deadline for questions of May 14, 2019

f) New Information to Respondents by way of Addenda

This RFQ may be amended only by an addendum in accordance with this subsection. If the Municipality, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all Respondents by addenda. Each addendum forms an integral part of this RFQ. (2) Such addenda may contain important information, including significant changes to this RFP. In APPENDIX C Quote Form, Respondents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

g) Withdrawal of Quote:

A proposer will be permitted to withdraw their quote by requesting it's deletion after it has been submitted if such request is received in writing (email or hard copy) prior to the submission deadline.

## **2. Quotation Evaluation Criteria**

The acceptance of a Quotation will be contingent upon, however not limited to, the following considerations:

- i. Ability to meet all specifications requirements
- ii. Ability and Experience
- iii. Best value for the Municipality
- iv. Completion of the Grave Excavation and Shoring Program facilitated by The Ontario Association of Cemetery and Funeral Professionals (OACFP), or a similar program, **will be considered an asset.**

## **3. Terms and Conditions of the RFQ Process:**

a) Acceptance:

- i. The lowest or any quote shall not necessarily be accepted.
- ii. The Municipality may cancel this RFQ process at any time.
- iii. Neither party shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or a decision of the respondent to withdraw its quotation.
- iv. The Municipality reserves the right to short-list and negotiate with any and all Respondents for the work provided and stipulated prices depending on budget and funding constraints.
- v. The Municipality reserves the right to vary the quantities of items and the scope of services required depending upon requirements, quoted price and approved budget. Contract Price shall be adjusted accordingly for the Work provided.

- vi. The Municipality reserves the right to negotiate extra work with the successful Respondent.
- vii. No alterations, additions or deletions from the accepted Quotation price will be permitted without the prior written approval of the Municipality.
- viii. Upon acceptance of the Quotation by the Municipality, the Successful Respondent shall provide the Municipality with any required documents within fourteen (14) calendar days.

b) Award of Quote

Unless stated otherwise the following procedure will apply;

- i. The Municipality of Callander will notify the successful Respondent of the award within (3) business days of the Quote closing;
- ii. Notice of Acceptance of the Quote will be by email.

c) Cost

The respondent will bear its own costs associated with, or incurred in, the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or presentations.

d) Understanding scope of work

Each Respondent must satisfy themselves by a personal study of the RFQ documents respecting the conditions existing or likely to exist in connection with the proposed award. There will be no consideration of any claim, after submission of quotations, that there is a misunderstanding with respect to the conditions imposed by this RFQ.

e) Quotation

The work shall consist of all materials, labour, equipment, tools and all other things necessary to complete the work in accordance with the provisions of the RFQ. It is agreed that the quote is based on a per unit fixed price or hourly rate as stated in the SCOPE OF SERVICES and that no amount over and above the quoted price will be entertained, unless specifically authorized. It is also agreed that, upon acceptance in writing by the Municipality of Callander, this quote form becomes the "Agreement for the Performance of Work" between the Respondent and the Municipality of Callander. This offer shall be irrevocable for a period of sixty (60) calendar days following the date of submission.

f) Safety

The successful Respondent shall provide the Municipality, prior to commencement of work, with a written copy of the Health and Safety Policy for their firm along with Health and Safety procedure(s) relevant to the work to be performed where applicable. If the firm does not have written procedures relevant to the work, then the firm will be expected to abide by the Municipality's safety procedures in accordance to the Occupational Health and Safety Act (re: duties of employers).

g) Indemnification:

The Respondent shall indemnify defend and hold the Corporation of the Municipality of Callander (including its officers, elected officials, employees and agents) harmless against any and all claims, demands, penalties, actions or other proceedings initiated by others arising out of or attributable to anything done or omitted to be done by the Respondent,

its officers, employees or agents in connection with the services performed or required to be performed under this Contract.

h) Insurance/ WSIB:

The successful Respondent shall deliver a certified copy of the Firm's Public Liability and Vehicle Insurance Policy for the works within seven (5) business days of receiving the Acceptance Notice and prior to the commencement to the as follows:

i. Commercial General Liability

The Respondent shall provide and maintain, during the term of the Contract, Commercial General Liability insurance, subject to limits of not less than two million dollars (\$2,000,000) inclusive per occurrence, and with a property damage deductible not to exceed five thousand dollars (\$5,000) or as agreed to by the Municipality. To achieve the desired limit, umbrella or excess liability insurance may be used. The Municipality is to be added as an additional insured but only with respect to liability arising out of the operations of the Named Insured.

ii. WSIB

The successful Respondent shall also deliver proof of Workers' Safety and Insurance Board (WSIB) coverage within seven (7) calendar days of receiving the Acceptance Notice.

i) Ability and Experience of Respondent

It is not the purpose of the Municipality to award this contract to any Respondent who does not furnish satisfactory evidence of possessing the ability and experience in this class of work and sufficient capital and plant to ensure acceptable performance and completion of the work.

j) Respondents must attach to the quotation form:

- i. A list of professional references that may be contacted (Appendix "D"); and,
- ii. A list of equipment (owned or available for use) that will be used to execute the requirements of the contract (Appendix "E")

k) Character and Employment of Staff

- i. The successful Respondent shall employ only orderly, competent and skilful employees to ensure that the services are carried out in a respectable manner.
- ii. In the event that any person employed by the successful Respondent in connection with the service arising out of this Quotation gives, in the opinion of the Municipality, just cause for complaint, the successful Respondent upon notification by the Municipality in writing, shall not permit such person to continue in any future service arising out of this Quotation.

l) Regulation Compliance and Legislation

The successful Respondent shall ensure all services and products provided in respect to this Quotation are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation.

m) Assignment of Contract

The successful Respondent shall not assign transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his power to execute such contract, to any other person, company or Corporation, without the previous consent, in writing, of the Municipality's officials, which consent shall not be unreasonably withheld.

n) Term

The term of the contract with the successful Respondent shall be for a period of three (3) years beginning on May 27, 2019 and ending on May 26, 2022, with an optional renewal of two(2) additional years at the written request of the successful respondent prior to the end of the term and agreement by the Municipality. The rates for the optional year shall be calculated at the quoted rates for 2022 plus CPI Ontario (All Items) for the 12 month period ending December 2021.

o) Payment and Invoices

The Municipality's standard terms of payment are Net Thirty (30) calendar days upon receipt of goods/services or invoice, whichever is later.

p) Cancellation

- i. The Municipality reserves the right to immediately terminate the Contract at its own discretion, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.
- ii. If the successful Respondent should neglect to execute the work properly or fail to perform any provision of this Award, the Municipality, after three (3) business days and written notice to the successful Respondent, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the successful Respondent. Continued failure of the successful Respondent to execute the work properly shall result in a termination of Contract. The Municipality shall provide written notice of termination.
- iii. Failure to maintain the required documentation during the term of this contract may result in suspension of the work activities and/or cancellation of the contract. Either party may terminate the Contract by giving the other party ninety (90) calendar days written notice, giving reasons acceptable to the other. A period of less than ninety (90) calendar days to terminate the contract may be negotiable if mutually agreeable among the parties involved in the Contract.

**Scope of Services:**

a) **Burials:**

- i. Liaise with the Municipal office concerning plot locations and burials.
- ii. Locate and mark burial plots.
- iii. Open and close graves.
- iv. Weekend burials by special arrangement.

**Over the past five (5) years this cemetery has averaged 15 burials per year (includes both full and cremation interments).**

b) **Markers and Maintenance**

- i. Mark graves for foundations and foot markers.
- ii. Install corner markers.

- iii. Raise and replaces sunken corner markers as directed by Municipal Office.

Work shall be carried out in accordance with the Grave Opening/Closing Guidelines, attached hereto as Appendix A and the Municipality of Callander Cemetery By-law 2012-1341, attached hereto as Appendix B. Should the By-law be amended or repealed and replaced by the Municipality of Callander during the term of this contract, the amended or replacement by-law would apply upon final passing thereof and a copy shall be provided to the successful Respondent. The Municipality may make changes to the Guidelines upon reasonable notice to the successful Respondent.

**c) Disinterments**

Disinterments are unusual however from time-to-time do take place. Requests for disinterments may arise for a number of reasons, such as the family's desire to relocate in a different geographical area, or a court or Coroner's order.

All requests for disinterments must be approved through the Clerk's office, and other legislated agencies. The successful Respondent will receive notification in writing but will also be contacted directly to discuss the various arrangements necessary for the task.

APPENDIX A  
RFQ 2019 – 07

**GRAVE OPENING/CLOSING GUIDELINES**  
**For In-Ground Full and Cremated Remains Interments**

1. No interment shall take place during the winter season, which shall generally be considered to be the months of December through April inclusive, but shall take into consideration weather conditions.
2. All requests and arrangements for grave openings must be approved through the Clerk's office. The Municipality requires a minimum of thirty-six (36) hours notice prior to each interment. The successful Respondent will receive notification through an "Interment Order Form".
3. Funeral establishments are prohibited from making these arrangements on behalf of the Municipality.
4. Upon receipt of the "Interment Order" the successful Respondent shall immediately acknowledge and confirm availability for the date and time of interment, in writing with the Clerk's Office.
5. All in-ground graves must be opened a minimum of twenty-four (24) hours and a maximum of forty-eight (48) hours prior to any scheduled interment.
6. The successful Respondent locates the grave on the grounds by using the mapping attached to the "Interment Order" together with any large-scale cemetery mapping provided by the Municipality. This may require locating corner markers or counting rows and lots until the desired grave is located. The successful Respondent may also be required to probe to ensure that the interment can be made in the grave specified. Any discrepancies or problems must be brought to the attention of the Clerk immediately. **There is no room for error of any kind when undertaking interments.**
7. Plywood shall be laid out in order to prevent damage to sod in the area due to equipment or vehicles.
8. Lot adornments and monuments or markers shall be carefully removed if necessary and replaced in proper location when interment is complete.
9. Remove sod in a fashion that will enable it to be replaced once the interment is complete.
10. Excavate grave to a necessary depth to ensure that remains are buried a minimum of two (2) feet for full burials and one (1) foot for cremated remains, beneath the natural level of the ground surface and to a length and width that will easily accommodate the dimensions of the casket, vault or urn as necessary.
11. From time-to-time when excavating a grave, it may fill up with ground water or the adjacent grave may leak water into the opening, in which case, it may be necessary to use water pump to dispose of water from the grave. When using water pump, always have water running away

from the grave as far as the hose permits. Avoid grave water contact with skin, and use necessary personal protective equipment (i.e. rubber gloves, safety glasses, etc.).

12. All concrete vaults and crypts are to be installed by the vault company who is contracted by the family through the funeral home. The servicing of the vault and removal of equipment will be the responsibility of the vault company.
13. Cover opening with planks and plywood as necessary to ensure the safety of the location.
14. Installation of lowering devices and decorative grasses are not the responsibility of the successful Respondent under this contract.
15. Immediately following the service and once mourners have dispersed, slowly backfill, tamping the soil frequently and leaving a slight mound for the soil to settle. In no circumstances should caskets be left unattended. Replace sod, and any lot adornments and monuments and clean-up site (site should show few signs of disturbance, if any).
16. Apply seed if necessary.
17. In order to avoid any undue distress or concerns to families, careful attention must be given to all details of the burial site, before, during and after the funeral service.
18. All interment sites must be checked before funeral time to ensure: the correct grave has been opened; all tools and other equipment are out of sight; all work in the vicinity of a funeral or committal service has ceased for the duration of the service; all workers are out of sight.

**APPENDIX B**  
**RFQ 2019 – 07**

**THE CORPORATION OF THE MUNICIPALITY OF CALLANDER BY-LAW NO. 2012-1341**

Being a By-law to regulate the operation of the Callander Union Cemetery.

**WHEREAS** Section 11(2)(7) of the *Municipal Act 2001*, S.O. 2001, C. 25, as amended provided that a local municipality may pass a By-law in regards to services and things that the Municipality is authorized to provide;

**AND WHEREAS** Section 150 of the *Funeral, Burial and Cremation Services Act, 2002*, S.O 2002 C. 33, O. Reg 30/11 as amended provides that a Cemetery Operator may pass By-laws governing the operation of the Cemetery and, in particular, governing rights, entitlements and restrictions with respect to Interment and scattering rights;

**NOW THEREFORE** the Council of The Corporation of the Municipality of Callander (“Municipality”) enacts as follows:

1. **DEFINITIONS**

In this By-Law:

“Act” means the *Funeral, Burial and Cremation Services Act, 2002* and all amendments and Regulations prescribed thereunder;

“At-Need Services” means Interment rights and Cemetery services required at the time of death;

“Care and Maintenance Fund” means the trust fund in which all moneys received for care and maintenance of lots and markers have been invested under the Act;

“Cemetery” means the Callander Union Cemetery;

“Cemetery Services” means cremation services; the opening and closing of graves; the general care of graves; and any other service that is normally provided by the owner of a Cemetery;

“Clerk” means the person appointed by the Corporation of the Municipality of Callander as the Municipal Clerk or his or her designate;

“Cremated Remains” means the residue after the cremation of a body and the casket or container in which the body was received;

“Interment” means the burial of human remains or cremated remains in a grave;

“Interment Rights Certificate” means the certificate issued by The Corporation of the Municipality of Callander to a Purchaser upon payment of the cost of Interment Rights and Cemetery services;

“Interment Rights Certificate holder” means the person to whom the Interment Rights Certificate is issued or his or her legal representative, ascertained by production of a notarial copy of the Will or other evidence satisfactory to the Clerk;

“Lot” means a single grave space;

“Marker” means any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial lot;

“Monument” means any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot;

“Municipality” means The Corporation of the Municipality of Callander;

“Municipal Office” means 280 Main Street North, Callander Ontario;

“Plot” means a parcel of land, sold as a single unit, containing multiple lots also known as a grave;

“Pre-Need Services” means Interment Rights and Cemetery services that have been paid for in advance of a person’s death;

“Price List” means the price list of services provided by the Municipality;

## **2. ADMINISTRATION**

### **2.1 Duties of Municipality**

It shall be the duty of the Municipality:

- a) To control, pursuant to the provisions of the Act and of this By-law, the operation and management of the Cemetery, including the expenditure of monies appropriated by Council of the Municipality for that purpose, and the expenditure of interest and other income from money or other property given, devised, bequeathed or set aside for the care and maintenance of the Cemetery;
- b) To control the provision of services and supplies for the cemeteries;
- c) To see that all Interments are conducted in a decent and orderly manner, and that quiet and good order are maintained at all times;
- d) To improve and beautify the cemeteries, including: fences, drains, walks, drives and grounds in a good state of order and repair;
- e) To liaise with the Clerk with respect to giving and receiving of orders for Interment rights and Cemetery services;

### **2.2 Duties of the Clerk:**

It shall be the duty of the Clerk:

- a) To sell Interment Rights and Cemetery services in accordance with the Act and to maintain all records;
- b) To process orders for Interment Rights and Cemetery services in accordance with the Act; and
- c) To provide current plans of the Cemetery for public inspection at the Municipal Office during regular business hours;
- d) To receive all monies for the sale of lots and all other monies properly receivable by the Municipality with respect to the Cemetery, whether by way of gift, bequest or otherwise;
- e) To set aside for care and maintenance of the Cemetery such monies from the sale of lots and markers as prescribed by the Act and to invest the same as authorized by the provisions of the Act;
- f) To hold in trust monies received for Pre-Need Cemetery services in accordance with the Act. If, at the time the services are provided, the money that was placed in the trust account, together with any income earned on that money, exceeds the current selling price for the services as set out in the Price List, the excess money, including any income earned thereon, shall be paid out of the trust fund to the Interment Rights Certificate holder in accordance with the provisions of the Act.

## **3. CONTRACTS AND INTERMENT RIGHTS**

### **3.1 Contracts**

- a) All contracts to purchase Interment Rights and/or Cemetery services shall be in a form approved by the Municipality;

### 3.2 Cancellation of Contract within 30 Days

- a) A purchaser has the right to cancel an Interment Rights contract within thirty (30) days of signing the Interment Rights Contract, by providing written notice to the Clerk.
- b) The Clerk will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

### 3.3 Cancellation of Contract after 30 Days

- a) If written notice to cancel the Interment Rights contract is received more than thirty (30) days after the signing of the contract, the Clerk will cancel the contract and issue a refund to the purchaser for the amount paid for the Interment Rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund.
- b) The Clerk will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.
- c) If the Interment Rights Certificate has been issued to the Interments Rights holder(s), the certificate must be returned to the Clerk along with written notice of the cancellation.
- d) If any portion of the Interment Rights has been exercised, the purchaser, or the Interment Rights holder(s) are not entitled to cancel the contract or re-sell the Interment Rights.

### 3.4 Interment Rights Certificates

- a) An Interment Rights Certificate will be issued to the Interments Rights holder(s) when payment has been made in full.
- b) The Interment Rights certificate shall convey the Right of Interment and the right to install a marker. Such rights shall be subject to the provisions of the Act and of the Cemetery By-laws as amended from time to time.

### 3.5 Transfer of Interment Rights

- a) Any transfer of Interment Rights shall convey those rights set out in Section 3.4(b) of this By-law.
- b) The Interment Rights Certificate holder shall provide the following information to a transferee:
  - a. The Interment Rights Certificate endorsed by the Interment Rights holder(s);
  - b. A copy of the current Cemetery By-law; and
  - c. A written statement of the number of lots that have been used in the plot to which the rights relate and the number of lots that are available.
- c) Upon receipt of an Interment Rights Certificate endorsed by the Interment Rights holder(s), the Clerk shall enter and record the transfer.

### 3.6 Sale of Interment Rights

- a) The resale of Interment Rights to a third party is prohibited.
- b) A purchaser who wishes to sell Interment Rights must notify the Clerk in writing of the intention to sell.
- c) The Municipality will repurchase the Interment Rights at the price listed on the current price list less the Care and Maintenance Fund contribution made at the time of purchase.
- d) The Interment Rights holder(s) requesting the resale of the rights must return the Interment Rights Certificate to the Clerk. The Interment Rights holder(s) must endorse the Interment Rights Certificate, transferring all rights, title and interest back to the Municipality.
- e) The appropriate paperwork must be completed before the reimbursement is issued by the Clerk.
- f) If any portion of the Interment Rights has been exercised, the Purchaser, or the Interment Rights holder(s), is not entitled to re-sell the Interment Rights.

#### **4. CARE AND MAINTENANCE FUND CONTRIBUTIONS**

As required by the Act, a percentage of the purchase price of all Interment Rights and a prescribed amount for Monuments and Markers is contributed into the Care and Maintenance Fund. Income from this fund is used to provide only general care and maintenance of the Cemetery. Contributions to the Care and Maintenance Fund are non-refundable except when Interment Rights are cancelled within the 30 day cooling off period.

#### **5. INTERMENTS AND DISINTERMENT**

##### 5.1. Rules Applicable to All Interments

- a) Interments in lots shall be as directed by the Interment Rights holder(s). Interment Rights holder(s) must provide written authorization prior to a burial taking place. Should the Interment Rights holder(s) be deceased, authorization must be provided in writing by the person authorized to act on behalf of the Interment Rights holder(s).
- b) Notice of an Interment shall be given to the Clerk at least thirty-six (36) hours in advance except under unusual circumstances.
- c) A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the Province must be provided prior to a burial taking place.
- d) A Certificate of Cremation must be provided prior to the burial of cremated remains taking place.
- e) Payment must be made before a burial can take place.
- f) A family information sheet containing contact information, names, addresses and telephone numbers must be provided for each Interment for completion of the contract and the public register prior to a burial taking place.
- g) No Interment shall be made on Saturday or Sunday except by special arrangement only. In the case of Special Arrangement an additional fee of \$180.00 will apply for this service.
- h) Remains to be interred must be enclosed in a container that is sealed securely, dry and of sufficient strength to permit Interment with the container remaining intact.
- i) Interments are permitted in lots measuring four feet by eight feet (4`x8`) or five feet by nine feet, (5`x9`).
- j) The Municipality shall not be responsible for the cost incurred to replace concrete marker bases, trees, plants or shrubs that are removed for Interment purposes.
- k) The maximum number of Interments permitted is:
  - i) One (1) full size formal casket and up to three (3) cremated remains in one plot; or
  - ii) Up to Four (4) cremated remains in one plot.

##### 5.2 Disinterment

- a) No Disinterment shall occur without the written consent of the local Medical Officer of Health and Interment Rights Certificate holder(s) except on an order from the Court or provided by the Act.
- b) All Disinterments shall comply with Ontario Ministry of Health Regulations.

#### **6. GENERAL RULES AND REGULATIONS**

- 6.1 No person or persons shall perform any Interment or Pre-Needs Interment services without the consent of the Municipality.
- 6.2 No person or persons shall provide care or maintenance services anywhere within the Cemetery boundaries without the consent of the Municipality.
- 6.3 No person shall damage, destroy, remove or deface any property within the Cemetery.
- 6.4 No pets or other lower animals, including cremated animal remains, are to be buried on Cemetery

grounds.

- 6.5 The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the Cemetery, subject to the approval of the appropriate authorities.
- 6.6 The Municipality shall not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, flowers, marker, structure, photograph, lantern, vase or any article or object of any kind attached to or part of a marker or objects thereon. The Municipality shall only be responsible for damage to lots and markers knowingly caused by the Municipality.
- 6.7 The Municipality has the right to remove any item or thing, including flowers, flower beds or trees that contravene the provisions of this By-law or present a health and safety hazard to employees or others.
- 6.8 Complaints shall be made in writing to the Clerk.

**7. CONTRACTORS AND EMPLOYEES**

- 7.1 All employees, whether employees of the Municipality or others, shall be subject to the direction and control of the Municipality while working in the Cemetery.
- 7.2 If in the immediate vicinity of a funeral or Interment service, employees shall cease work until conclusion of the service.

**8. RULES AND REGULATIONS RESPECTING GRAVES**

- 8.1 All lots shall be kept properly graded, sodded and mowed by the Municipality.
- 8.2 The Municipality, in its sole discretion may remove any tree or shrub in the Cemetery that is detrimental to adjacent lots, drains, roads or walks; prejudicial to the general appearance of the grounds; or inconvenient to the public.
- 8.3 No person shall move any corner post or Grave Marker without the consent of the Municipality.
- 8.4 Cut flowers, artificial flowers, religious statues, or icons which are not permanently installed, and which are contained in appropriate baskets, or other appropriate devices, may be placed on a gravesite.
- 8.5 No person shall alter, decorate or landscape any grave or lot, or plant shrubs, flowers, plants or other similar permanent materials at a gravesite.
- 8.6 No person, other than those authorized by the Municipality, shall install Corner Markers at any gravesite.
- 8.7 No supplier of Grave Markers, or any other person, shall enter upon Cemetery premises, or erect, or attempt to erect, any Monument or Grave Marker without the consent of the Municipality.
- 8.8 Grave Markers referred to in Section 8.7 above, shall be installed or erected in a manner consistent with the Act.
- 8.9 No person shall remove any material of any kind or nature, or structure of any kind or nature from the Cemetery.
- 8.10 No person shall remove, trim or alter in any way, any tree or shrub growing anywhere within the

Cemetery, without the expressed consent of the Municipality.

**9. EFFECTIVE DATE**

No part of this By-law comes into force until the Cemeteries Branch of the Ontario Ministry of Consumer Services has approved the same.

READ A FIRST TIME THIS 17<sup>th</sup> DAY OF JULY, 2012.

READ A SECOND TIME THIS 17<sup>th</sup> DAY OF JULY 2012.

READ A THIRD TIME AND FINALLY PASSED THIS 17<sup>th</sup> DAY OF JULY 2012.

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MAYOR, HECTOR LAVINGE

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CLERK, MAIRGHREAD KNOUGHT

**APPENDIX C**  
**RFQ 2019 – 07**  
**Quote Form**

I/We: \_\_\_\_\_ (Name of Respondent)  
 hereby submit our Quote for work described by the Following RFQ Document: Municipality of  
 Callander RFQ 2019-07 Cemetery Services.

I/We have examined these documents, and also Addendum(s) numbered \_\_\_\_\_ and dated  
 \_\_\_\_\_ (if applicable) and are familiar with all conditions affecting work.

**The Undersigned proposes to furnish Labour and Equipment required by the said documents  
 for the prices set out herein in Canadian funds (excluding HST).**

Weekday = (Monday to Friday until 4:30 p.m.)	Year 1 (2019-20)	Year 2 (2020-21)	Year 3 (2021-22)
Weekday - Full Interment	\$	\$	\$
Weekday - Full Interment – Child	\$	\$	\$
Weekday - Full Interment - Infant	\$	\$	\$
Weekday – Cremated Remains Interment	\$	\$	\$
Additional charge for Saturday Interment	\$	\$	\$
Additional charge for Sunday Interment	\$	\$	\$
Disinterments (Full) (does not include vault removal, monument removal, etc, which shall be charged at the hourly rate)	\$	\$	\$
Disinterments (Cremated Remains) (does not include monument removal, etc., which shall be charged at the hourly rate)	\$	\$	\$
Additional costs – Hourly (includes installation of corner markers, probing, moving monuments, site location, etc)	\$	\$	\$
Proposed billing terms (i.e. monthly, bi-monthly, quarterly, etc.):			

The Undersigned agrees to provide a Certificate of Good Standing from the WSIB and required  
 Certificates of Insurance. We are in a position to commence work immediately upon receipt of  
 award and provision of required documents.

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

SIGNATURE OF AUTHORIZED PRINCIPAL: \_\_\_\_\_

NAME OF AUTHORIZED PRINCIPAL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ CELL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

Yes	No	Has the Respondent completed:
		The Grave Excavation and Shoring Program facilitated by The Ontario Association of Cemetery and Funeral Professionals (OACFP)?
		A similar training program? If yes, name of program and training organization:

**Low or any Quote not necessarily accepted. Quote subject to the Municipal Purchasing and Materials Management Policy.**

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**APPENDIX D**  
**RFQ 2019 – 07**

**RESPONDENT’S ABILITY AND EXPERIENCE FORM (REFERENCES)**

The Respondent shall provide below information on Customers who have had similar work carried out and agrees that the Municipality is permitted to contact these References.

<b>Customer</b>	
<b>Contact (including telephone #)</b>	
<b>Additional Comments (optional)</b>	
<b>Customer</b>	
<b>Contact (including telephone #)</b>	
<b>Additional Comments (optional)</b>	
<b>Customer</b>	
<b>Contact (including telephone #)</b>	
<b>Additional Comments (optional)</b>	

**APPENDIX E**

**LIST OF EQUIPMENT (OWNED OR AVAILABLE FOR USE)**  
**THAT WILL BE USED TO EXECUTE THE CONTRACT REQUIREMENTS.**

<b>Equipment Model/Type</b>	<b>Specific Use to Execute Requirements of Contract</b>

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