



REQUEST FOR PROPOSAL

Title: Cemetery Management Software

Closing Date Monday, March 30, 2026

Closing Time 4:00 PM EST (Late submissions will not be accepted)

Location Attention: Andrea Fisher, Director of Legislative Services/Clerk
Town of Goderich Municipal Office
57 West Street
Goderich, Ontario, N7A 2K5
Email: afisher@goderich.ca
Email Cc: abanting@goderich.ca

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1. Objective

The Town of Goderich is seeking proposals from qualified vendors to provide a comprehensive Cemetery Management Software solution to support the administration, operation, and regulatory compliance of the Maitland Cemetery services.

The selected solution must support all operational, financial, records management, and reporting requirements necessary to ensure compliance with the Town’s Cemetery By-Law and all applicable provincial legislation governing cemetery operations.

The objectives of this RFP are to procure a solution that:

- Modernizes cemetery records management
- Ensures compliance with By-Law and legislative requirements
- Improves administrative efficiency
- Enhances public service delivery

- Provides accurate financial tracking and reporting
- Supports long-term data integrity and archival preservation

2. Background

Located on Lake Huron at the mouth of the Maitland River, the Town of Goderich was incorporated in 1850 and is home to approximately 8,000 residents (2021 Census). Often referred to as “Canada’s Prettiest Town”, the Town comprises of lakefront and urban properties. The Municipality attracts many tourists each year, especially to the Town’s harbour and waterfront. The Municipality is governed by a seven (7) member Council, including a Mayor.

The Town of Goderich maintains one (1) cemetery; the Maitland Cemetery. The cemetery opened in 1858 on 30 acres and was later expanded to 100 acres in 1931 (currently, only 30 acres of available plots). It is the largest cemetery in Huron County. It offers both traditional burial and cremation options. Recent activity at the cemetery includes:

2025	2024	2023
Interment Rights: 24	Interment Rights: 29	Interment Rights: 30
Interment Orders: 30	Interment Orders: 24	Interment Orders: 30
Monument/Marker Installations: 34	Monument/Marker Installations: 22	Monument/Marker Installations: 13

The Cemetery includes four (4) columbariums, an Urn Garden section, a Veterans section, a Baby Land section, crypts, and a mausoleum.

Currently, there are approximately:

- 2,500 Records in the existing database
- 5265 Owners
- 9,246 Interments
- 20,450 Available plots

The Clerk’s department is responsible for the cemetery and uses a system consisting of paper records and a database with limited functionality and support. The application is mainly used for records management and to track lot and space availability, interment rights, and interment orders, with no link for electronic payment processing. The current payment process includes taking payment via online banking through the customer's financial institution, or in-person by cash, cheque, or debit. This current payment process typically involves multiple staff members, and a receipt is kept for proof of transactions.

There is a separate Geographical Information System (GIS) for a visual representation that is updated through a 3rd party every quarter and is only available to staff. It showcases available

plots, ownership, and interment details, but documents are not available to upload. There is also no public-facing portal, and no availability for our on-site staff.

Foundation orders are accepted on an ongoing basis throughout the year. Currently, there is no formal contract in place with the company, and no follow-up process once foundations are poured by Public Works staff. Fees are calculated manually, and invoices are issued by email after the foundation work has been completed, signaling that the work has been completed.

Funeral homes and families coordinate directly with cemetery staff to schedule services. This ensures that funeral times do not overlap and allows the Cemetery/Parks Supervisor adequate time to prepare the grounds.

The existing database does not support end-of-year reporting or statistical analysis. As a result, reports must be compiled manually by exporting data into an Excel spreadsheet and then uploading the information to the authority's web portal.

The ultimate goal of the new software would be to streamline these processes.

3. Definitions

3.1 Agreement/Contract: means the legal agreement to be entered into by the selected Proponent and the Town of Goderich

3.2 Authorized Agent: is a representative of the Proponent who has the authority to enter into an Agreement on behalf of the Proponent.

3.3 Award: means the acceptance of a Proposal in accordance with this Request for Proposal, as evidenced by the Town of Goderich written notification to the selected Proponent.

3.4 Closing Period: the date and time specified in Section 5

3.5 Goods and/or Services: means those goods and/or services set out in this Proposal sought to be procured by the Town of Goderich as a result of this Request for Proposal process.

3.6 Municipality/Town: means the Town of Goderich.

3.7 Project Lead: has the meaning set out in Section 5.4.

3.8 Proponent(s)/Bidder(s): means all persons, partnerships or corporations who respond to the RFP and includes their heirs, successors and permitted assigns.

3.9 Proposal: is a written offer, in a specified form, received from a Proponent in response to a Request for Proposal to provide goods and/or services based on the approved format of the Town of Goderich containing terms and conditions.

3.10 Proposal Package: is the submitted package that includes the Proposal and any documents requested for evaluation.

3.11 Request for Proposal (RFP): means this RFP document, including all schedules, parts, appendices, and attachments, as issued by the Town, including any addenda or amendments made to it after initial issue.

3.12 Successful Proponent/Bidder: means the Proponent/Bidder whose RFP submission is/are accepted and who has/have agreed to supply the goods and/or services, as outlined herein.

4. Project Scope

Project scope includes implementation, configuration, data migration, and training.

4.1 Software Solution

Ideally, provide a web-based/cloud-hosted Cemetery Management System (CMS) that is accessible via desktop, tablet, and mobile devices.

4.2 Data Migration and Digitization

Transfer of existing records into the new system, including cleaning and validating legacy data. Digitizing current processes.

4.3 GIS/Digital Mapping

Integration with GIS linking records to specific plot locations. Outlines available, reserved, sold, or occupied plots. Staff and public-facing portals.

4.4 Sales and Financials

Managing plot sales, contract generation, billing, and an option for partial payments.

4.5 Operational Scheduling

Scheduling interments, maintenance, and work orders.

4.6 Training and Support

On-site or virtual training for staff, ongoing and continuous support.

4.7 Security and Hosting

Backups and data protection.

5. The Deliverables

Vendors must clearly indicate whether their system meets each requirement and describes how the functionality is delivered.

5.1 Functional Requirements

5.1.1 Cemetery Property & Inventory

The system must:

1. Maintain a complete digital inventory of all cemetery lands, including:
 - Sections
 - Lots
 - Plots
 - Graves
 - Columbarium niches
 - Cremation lots
 - Crypts
 - Natural Land Features
 - Roads
2. Provide GIS/digital mapping functionality linking documents to specific plot locations, and indicating which plot is available, reserved, sold, or occupied.)

5.1.2 Interment Rights

The system must:

1. Record the original purchaser's information
2. Maintain a full audit history of ownership changes.
3. Generate customizable burial rights certificates and related documentation.
4. The ability to print off a signed copy of documents or certificates.
5. The ability to send contacts out for review and approval.
6. Electronic signature capabilities on all contacts and certificates.
7. Link to the GIS/digital map

5.1.3 Interment & Disinterment Orders

The system must:

1. Have customizable templates
2. The ability to send contacts out for review and approval.
3. Electronic signature capabilities.
4. The ability to print off a signed copy of Orders or documents.
5. The ability to attach a variety of documents to lots.
6. The ability to record disinterments, reinterments, or transfers.
7. Scheduling calendar for burials and work orders.

5.1.4 Documentation & Record Retention

The system must:

1. Store digital copies of:
 - Interment rights, certificates, and orders
 - Burial permits and cremation certificates
 - Consents and Indemnifications
 - Statutory Declarations
 - Other documents as needed
2. Maintain permanent, non-editable historical interment records.
3. Provide document attachment capability to:
 - Lots

5.1.5 Search Functionality & Public Inquiry

The system should:

1. Comprehensive searching capabilities for internal and on-site staff
2. Provide a searchable public-facing portal allowing:
 4. Name search
 5. Grave location lookup
 6. Section/lot lookup
 7. Allow the public to generate specific maps or directions to their desired plot
 8. Restrict sensitive personal data from public view.

5.2 Financial Management and Care and Maintenance Fund Requirements

5.2.1 Fee Management

The system must:

1. Maintain configurable fee schedules for:
 - Burial rights
 - Interments Rights and Orders
 - Disinterments

- Foundations
 - Columbarium Plaques and Memory Wall Plaques
 - Care and maintenance contributions
 - Other cemetery-related services (memory wall plaques, date engravings, lot transfers, storage)
2. Support:
 - Tax calculations
 - Fee adjustments and annual updates
 - Historical fee retention (archived rate tables)
 3. Automatically apply required care and maintenance contributions based on:
 - Type of Interment Rights
 - Monument installation
 - Prevent interment scheduling if required fees remain unpaid.

5.2.2 Care and Maintenance Fund Tracking

The system must:

1. Track mandatory care and maintenance contributions separately from operating revenue.
2. Record:
 - Contribution amount
 - Associated lot
3. Generate reports suitable for:
 - Trust reconciliation
 - Audit review
 - Legislative compliance reporting

5.2.3 Transaction & Payment Processing

The system must:

1. Record all financial transactions related to:
 - Lot sales
 - Interment Rights and Orders
 - Foundations
 - Plaque orders and other cemetery-related products
 - Transfers
2. Support:
 - Multiple payment methods
 - Installment payments (not a current feature)
 - Refund processing
 - Partial payments (not a current feature)
3. Automatically generate:

- Receipts
 - Invoices
 - Statements of account (not a current feature)
4. Maintain a complete audit trail of:
- Payment application
 - Adjustments
 - Refund authorizations

5.2.4 Repurchases, Cancellations & Refund Calculations

The system must:

1. Support calculation of refunds in accordance with By-Law provisions.
2. Record:
 - Original purchase price
 - Care and maintenance portion
 - Any non-refundable amounts
3. Automatically calculate eligible refund amounts based on:
 - Non-refundable Care and Maintenance portion

5.3 Reporting and Compliance

5.3.1 Regulatory & Legislative Reporting

The system must be capable of generating:

1. Annual Interment Order registries for both full burials and cremations
2. Annual Interment Rights registries for regular lots, niche lots, and urn garden lots.
3. Annual Care and Maintenance contribution summaries for monuments and markers, and Interment Rights.
4. Reports suitable for submission to regulatory authorities.
5. Reports must be exportable in common formats (PDF, Excel, CSV).

5.3.2 Audit & Historical Tracking

The system must:

1. Provide full audit logs showing:
 - User ID
 - Date/time stamp
 - Nature of change

5.4 Technical Requirements and Security Requirements

5.4.1 Deployment Model

Vendors must indicate whether the solution is:

- Cloud-hosted (SaaS)
- On-premise

- Hybrid

If cloud-hosted, vendors must specify:

- Data hosting location
- Backup frequency
- Disaster recovery protocols
- Service uptime guarantees

5.4.2 Data Ownership & Portability

The Municipality must retain full ownership of all data.

The system must:

- Allow full data export in structured format.
- Support migration of legacy cemetery data.
- Provide assistance with data conversion during implementation.

5.4.3 System Integration

The system should support integration with:

- Municipal financial/accounting systems
- GIS platforms
- Payment gateways
- Document management systems

5.4.4 Data Conversion

The Proponent shall be responsible for converting and importing the existing data in the current database to the new format. Currently, there are approximately XX records. You can choose the export format: either Microsoft Excel (.xlsx) or comma-delimited (.csv).

7. Other Considerations

The Proponent will provide the Project Lead with monthly milestone updates during the length of the Agreement. The updates should include tasks completed, progress toward tasks, project constraints and opportunities experienced, and other key considerations.

Additional considerations that the Proponent will need to consider:

- a. The Town of Goderich is not responsible for costs incurred as a result of not understanding the statements in this document. It is the responsibility of the Proponent to seek clarification if unsure of what is expected;
- b. The consulting fee shall not exceed the amount stated in the Proposal submission for the specified scope of work described in this document unless the Municipality gives prior authorization in writing;
- c. The selected Proponent shall obtain the Town's written approval for work deemed additional to the Agreement, or work that would cause an overage to the fixed fee, prior to proceeding with such work. Otherwise, no increase to the fixed fee will be

considered. All services that are excluded by the Proponent must be clearly identified in the Proposal.

7.1 Site Investigation

If desired, proponents are able to visit the cemetery ground for information purposes.

7.2 Milestone Schedule

The RFP process will be governed according to a Milestone Schedule to be drafted at the Project Kick-off meeting.

8. Proposal Submission

Electronic submissions are preferred; the Proposal must be in PDF Format and submitted electronically to:

Name: **Andrea Fisher**
Title: Director of Legislative Services/Clerk
Email: afisher@goderich.ca
Email Cc: abanting@goderich.ca
Subject Line: Cemetery Management Software Request for Proposal

If a submission is being mailed or hand-delivered, Proposals must be submitted to the Town of Goderich at the office of:

Name: **Andrea Fisher**
Title: Director of Legislative Services/Clerk
Address: Town of Goderich
57 West Street
Goderich, Ontario
N7A 2K5

The Closing Period for submitting a Proposal will be:

Date: Monday, March 30, 2026
Time: 4:00 PM EST

- Proposals by fax will not be accepted or considered;
- Partial Proposals will not be accepted or considered;
- The Town reserves the right to accept or reject any or all Proposals;
- The lowest priced Proposal will not necessarily be accepted for contract award;

- The Town reserves the right to enter into negotiations with a Proponent, and any changes to the Proposals that are acceptable to both parties will be binding;
- The Town reserves the right to confirm with the Proponent, a third-party or references (whether provided in the Proposal or not), confirmation of any information provided by the Proponent in their Proposal; and,
- The Proposal shall be valid for sixty (60) days from submission date.

Line items and total contract price must be clearly indicated. The Bid must not be restricted by a statement added to the Proposal form or by a covering letter, or by alterations to the Proposal form, as supplied by the Town of Goderich unless otherwise provided herein.

Harmonized sales tax (HST) will be applicable to the supply of labour and equipment.

The Town will not be held responsible for Proponent or third-party costs, claims, direct or indirect damages caused by the Town exercising its rights reserved in this Section or otherwise expressed or implied in this RFP.

8.1 Package

If submitting a hard copy of a Proposal, the proposals are to be in a sealed package, marked on the outside with the Proponent's name and Project Title.

8.2 Form of Proposal

Proponents are required to conform to the conditions listed below and those failing to do so will be disqualified for a non-compliant Proposal Form:

- a. The Proposal shall be completed and signed with the authorized signature of the Proponent or an authorized agent with signing authority from the firm bidding;
- b. All Proposal information and pricing shall be legibly written in ink or by computer;
- c. The Proponent is required to detail a project timeline that indicates when deliverables will be produced having regard to the preferred timeline set out in the Milestone Schedule found in Table 1 of Section 4.13.

8.3 Signature

The Form of Proposal must be signed in the space provided on the form, with the signature of the Proponent or authorized agent with signing authority from the firm bidding. Any alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder's Proposal by the Municipality.

The legal name of the person or organization submitting the Proposal should be included on all forms. The proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- a. If the Proponent is a corporation, then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- b. If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venture should be included, and each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the Town that the person(s) signing have signing authority for the partnership or joint venture);
- c. If the Proponent is an individual, including sole proprietorship, the name of the individual should be included.

8.4 Inquiries

All inquiries related to this RFP should be made in writing to the Town of Goderich Project Lead below:

Name: Andrea Fisher
Director of Legislative Services/Clerk

Address: Town of Goderich
57 West Street
Goderich, Ontario
N7A 2K5

Email: afisher@goderich.ca

Inquiries relating to this Proposal must be received by Thursday, February 26, 2026 at 4:00 PM EST. The Town of Goderich reserves the right not to respond to inquiries made after the inquiry closing deadline.

To ensure fairness to all Proponents, any and all questions that require clarification or that may materially alter this RFP document will be responded to and shared with other Proponents via an addendum.

Should the Proponent require a copy of this document in a format compliant with the Accessibility for Ontarians with Disabilities Act (AODA), please contact the Project Lead noted above.

Proposals will be opened by the Clerk after the Closing Period. Proposals will be reviewed by Town staff and awarded at the April 13, 2026, meeting of Goderich Town Council.

8.5 Addenda

If the Town determines that an amendment or clarification is required to this RFP, the Project Lead will issue a written addendum, which will be posted on the municipal website at least forty-eight (48) hours prior to the Closing Period. In the event that an addendum is issued less than forty-eight (48) hours prior to the Closing Period, it may include an extension to the Closing Period. It is the responsibility of the Proponent to check the Town of Goderich's online procurement website (<https://www.goderich.ca/en/doing-business/bidsandtenders.aspx>) prior to submitting their Proposal. The only way this RFP may be added to, or amended in any way, is by a formal written addendum. No other communication whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any Proponent. By delivery of a Proposal, the Proponent is deemed to have received, accepted and understood the entire RFP, including any and all addenda and **must disclose the number of addenda received within their Proposal.**

8.6 Late Proposals

Proposals received after the Closing Period will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Period. The Proponent shall be responsible for ensuring that emailed Proposals are successfully delivered to the Town.

8.7 Proposal Amendment or Withdrawal

Proposals may be revised by written amendment, delivered to the location set out in Section 5, at any time before the Closing Period, but not after. An amendment must be signed by an authorized signatory of the Proponent, as outlined in Section 5.3. Emailed amendments are permitted. A Proponent bears all risk that the Town's equipment functions properly to facilitate timely delivery of any amendment. A bid may be withdrawn at any time up to the Closing Period by letter on original letterhead bearing the same signatures as in the bid submission.

8.8 Right to Accept or Reject Submissions

The Town of Goderich does not bind itself to accept any Proposal and may proceed as it, in its sole discretion, determines, following receipt of the Proposals. The Town reserves the right to

accept any Proposal in whole or in part or to discuss with any bidder different or additional terms to those envisaged in this RFP or in such Proponent's Proposal.

The Municipality reserves the right to:

- a. accept or reject any or all Proposals;
- b. if only one proposal is received, elect to reject it;
- c. reject as informal any proposal that is received late or is incomplete or otherwise fails to comply with the requirements of the RFP;
- d. elect not to proceed with the projects as it so determines in its sole and absolute discretion; and/ or
- e. to waive irregularities and formalities at its sole and absolute discretion.

8.9 RFP Schedule

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Town reserves the right to modify any or all dates at its sole discretion:

Release of RFP:	March 9, 2026
Deadline for Submitting Inquiries:	March 23, 2026 4:00 PM EST
RFP Proposal Submission Deadline:	March 30, 2026 4:00 PM EST
Notification of Contract Award:	April 14, 2026

9. Proposal Evaluation

Proposals will be evaluated on the basis of the information provided by the Proponent; additional clarification may be requested if necessary. The Municipality is not obliged to seek clarification of any aspect of a Proposal.

The Town of Goderich will evaluate each of the Proposals received in accordance with the evaluation criteria as set out below. The Town of Goderich reserves the right in its evaluation of the Proposal to consider all pertinent criteria whether or not such criteria are contained within the RFP.

The evaluation criteria will be as follows:

TOWN OF GODERICH PROPOSAL CRITERIA	WEIGHT	POINTS	MAXIMUM TOTAL POINTS
Qualifications & Experience	15		18
Functional Requirements	25		25
Financial Management and Care and Maintenance Requirements	15		15
Reporting and Compliance	15		15
Technical Requirements and Security Requirements	20		20
Fees	10		10
Total Score	100		100

10. General Conditions

10.1 No Town Obligation

This RFP is not a tender and does not commit the Town of Goderich in any way to select a Proponent, or to proceed to negotiations for an Agreement, or to award any Contract. The Town reserves the right to, at any time, reject all Proposals, and to terminate this RFP process.

10.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any meetings, negotiations or discussions with the Town of Goderich relating to or arising from this RFP. The Town of Goderich and its representatives, agents, consultants, and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for an Agreement, or other activity related to or arising out of this RFP.

10.3 Solicitation

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the Municipality with respect to the RFP, whether before or after submission of the Proposal, other than the Town of Goderich Project Lead as named within this document, the Town shall be entitled to reject or not accept the RFP submission.

Any person, company, corporation or organization that attempts to influence the outcome of any Town of Goderich purchasing or hiring process shall be disqualified, and the person,

company, corporation or organization may be subject to exclusion or suspension from this or other works with the Municipality.

10.4 Non-Collusion

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposals. Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the Municipality discovers there has been a breach of this requirement at any time, the Town may not consider a Proposal or execute an Agreement with the Successful Proponent, if any.

10.5 Subcontracting

The Proponent acknowledges that in any potential agreement with the Municipality, no subcontracting or assignment of rights and obligations of the Proponent will be permitted without the written consent of the Town of Goderich, which consent shall not be unreasonably withheld. At all times throughout the term of a potential agreement, including any renewals, the Town shall communicate and respond directly with the Proponent.

10.6 Conflict of Interest

In its Proposal, the Proponent shall disclose to the Municipality any potential conflict of interest that might compromise the performance of the work. If such a conflict of interest does exist, the Town of Goderich may, at its discretion, refuse to consider the Proposal. If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will so inform the Municipality. If the Town requests, the Proponent will refuse the new assignment or take such steps as are necessary to remove the conflict of interest.

10.7 Indemnification

The Successful Proponent shall defend, indemnify and save harmless the Town of Goderich, its elected officials, officers, employees and agents 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, including but not limited to bodily injury, sickness, disease or death or to 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, nonfeasance, 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 this Contract. 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 Contract and shall survive this Contract.

The Successful Proponent agrees to defend, indemnify and save harmless the Town of Goderich 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 Contract and shall survive this Contract.

10.8 Insurance (Successful Proponent Only)

The Successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of, until the termination of the Agreement or otherwise stated, the following:

Commercial General Liability

The Successful Proponent shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Town of Goderich and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- a. A limit of liability of not less than \$5 million/occurrence with an aggregate of not less than \$5 million
- b. Add Town of Goderich as an additional insured with respect to the operations of the Named Insured
- c. The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- d. Non-owned automobile coverage with a limit not less than \$5 million and shall include contractual non-owned coverage (SEF 96)
- e. Products and completed operations coverage
- f. Contractual Liability
- g. Work performed on Behalf of the Named Insured by Sub-Contractors
- h. The policy shall provide 30 days prior notice of cancellation

Professional Liability Insurance

The Successful Proponent shall take out and keep in force Professional Liability insurance in the amount of \$5 million providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$5 million 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 Town of Goderich. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal

must be provided to the Town of Goderich. The Town of Goderich has the right to request that an Extended Reporting Endorsement be purchased by the Proponent at the Proponent's sole expense.

Automobile Insurance

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$5 million per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Contractor.

Primary Coverage

The proponent's insurance shall be primary coverage and not additional to 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 10 days prior to contract commencement.

10.9 Occupational Health and Safety

The Proponent has read and agrees to comply with the Town of Goderich's Corporate Statement regarding Occupational Health and Safety while conducting any meetings, inspections, site visits etc. required to administer this Proposal or a resulting policy.

10.10 Workplace Safety and Insurance Board (WSIB) (Successful Proponent Only)

The Successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of, until the termination of the Agreement or otherwise stated, a Certificate of good standing from the Workplace Safety & Insurance Board.

The onus is on the Successful Proponent to comply with all applicable local and territorial standards and regulations, in effect and applicable by law in Ontario, Canada.

10.11 AODA Compliance

The Proponent shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act (AODA), 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the AODA, 2005, the Proponent shall ensure that all of its

employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Proponent acknowledges that pursuant to the AODA, 2005, the Town of Goderich must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

10.12 Freedom of Information

Upon submission, all Proposals become the property of the Town of Goderich and will not be returned to the Proponents. Proponents must be aware that the Town is a public body subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The municipality may, at any time, make public the names and bid prices of all respondents. Proposals will be held in confidence by the Town, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

Any proprietary or confidential information contained in the proposal should be clearly identified.

10.13 Assignment of Agreement

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents agree that no Agreement of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Agreement.

A written Agreement shall be executed by the Municipality and the Successful Proponent if the terms are mutually agreeable to all Parties. There is no guarantee that Goderich Town Council will enter into any Agreement.

It is mutually agreed and understood that the Proponent shall not assign, transfer, convey, sublet or otherwise dispose of the Contract, if one is awarded, or the right, title or interest therein, or power to execute such Contract, to any other person, firm, company or corporation without the previous written consent of the Municipality. Any Agreement resulting from this RFP shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

10.14 Conflict Resolution

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- a. That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid

hindering the other's performance; that each will work diligently to fulfil its obligations; and that each will cooperate in the common endeavour of the contract;

- b. Both parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Successful Proponent's representative and Town of Goderich staff and representatives by means of discussions built around mutual understanding and respect;
- c. Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator;
- d. Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration;
- e. No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Town of Goderich or the Successful Proponent;
- f. The award of the arbitrator shall be final and binding upon the parties;
- g. The provisions of the Arbitration Act, 1991 S.O. 1991, Chapter 17 shall apply.

10.15 Finalizing Term

This RFP does not constitute an offer of any nature or kind whatsoever by the Town of Goderich to the Proponent.

This RFP will not constitute a binding Agreement but will only form the basis for the finalization of the terms upon which the Municipality and the Successful Proponent will enter into the contract documentation and does not mean that the Successful Proponent's Proposal is necessarily totally acceptable in the form submitted. After the selection of the Successful Proponent's Proposal, the Town has the right to negotiate with the Successful Proponent and, as part of that process, to negotiate changes, amendments or modifications to the Successful Proponent's Proposal without offering the other Proponents the right to amend their Proposals.

10.16 Cancellation

Nothing herein shall be construed as giving the Proponent the right to carry out the terms and requirements of the tasks contemplated under this RFP or the Agreement beyond the time when such services become unsatisfactory to the Town of Goderich. In the event that the Proponent shall be discharged before all the services contemplated hereunder have been completed, or the services are, for any reason, terminated, stopped or discontinued because of the inability of the Proponent to serve under this Agreement, the Proponent shall be paid for the goods and/or services that have been satisfactorily completed at the time of termination.

Should the Town or the Successful Proponent wish to terminate the Agreement, he/she shall provide written notice of the termination no less than ninety (90) days from the date of

termination. Failure to maintain the required documentation during the term of the Agreement may result in suspension of the work activities and/or cancellation of the Contract.

10.17 Confidentiality

Material provided to the Proponent by the Town of Goderich must be kept confidential (unless already identified as public documents) including records and information relating to this work. All correspondence, documentation, and information provided by the Municipality to the Proponent in connection with this RFP, or the acceptance of any Proposal, remains the property of the Town of Goderich. All documents shall be subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). Any documents and information provided to the Proponent by the Town shall not be used for any purpose other than for replying to this RFP, and for fulfillment of any related commitments.

10.18 Unenforceable Provisions

Should any provision of this document be deemed unenforceable by a court of law, all other provisions shall remain in effect.

10.19 Errors and Omissions

It is understood, acknowledged and agreed that while this Proposal includes specific requirements and specifications, and while the Municipality has used considerable efforts to ensure an accurate representation of information in this proposal, the information is not guaranteed by the Town of Goderich to be comprehensive or exhaustive. Nothing in the proposal is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the proposal. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by the Proposal and/or Agreement.

**Town of Goderich
Cemetery Management Software**

Form of Proposal

I/We, the undersigned, have carefully examined the attached documents and conditions of the Proposal. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Proposal.

We/I hereby offer to enter into an agreement for the services, as required in accordance with the Proposal for a price of (must be CDN funds and without HST):

Bid Form	Amount
Click or tap here to enter text. (exclusive of HST)	\$.00

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER _____ in preparing my/our Proposal.

Company Name:	
Contact Name (Print):	
Mailing Address:	
Phone Number:	
Email Address:	
Bidders Authorized Official (Print):	
Title:	
Authorizing Signature:	
Date:	

Form 1 to be submitted.

**Town of Goderich
Cemetery Management Software**

Non-Collusion Affidavit

I/ We__the undersigned am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Goderich or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any Town purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Bidders Authorized Official (Print):	
Title:	
Authorizing Signature:	
Date:	

Form 2 to be submitted.

**Town of Goderich
Cemetery Management Software**

Conflict of Interest Declaration

Please check appropriate response:

- I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Proposal submission or performing/providing the Goods/Services required by the Agreement.

- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Proposal submission or the contractual obligations under the Agreement.

List Situations:

In making this Proposal submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the Town of Goderich (other than confidential information which may have been disclosed by the Town in the normal course of the RFP process) and the confidential information was relevant to the Work/Services and the associated pricing or quotation evaluation process.

Bidders Authorized Official (Print):	
Title:	
Authorizing Signature:	
Date:	

Form 3 to be submitted.

Town of Goderich
Cemetery Management Software

**Accessibility for Ontarians with Disabilities Act, 2005
Compliance Agreement**

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Bidders Authorized Official (Print):	
Title:	
Authorizing Signature:	
Date:	

I, _____, declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

OR

I, _____, declare that I, or my company, are **NOT in full compliance** with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services.

Form 4 to be submitted.