



**REQUEST FOR PROPOSAL
PD#001-2010
OFFICIAL PLAN**

The Corporation of the County of Lanark is requesting qualified vendors to submit proposals for a Comprehensive Official Plan for Lanark County.

A **mandatory pre-submission information session** is being held **Tuesday, March 30, 2010, at 1:30pm**, at Lanark County Administration Building, 99 Christie Lake Rd, Perth, Ontario. Failure to attend will result in submission returned, unopened.

All interested firms are to complete, sign and return Appendix "A" - Bidder's Confirmation Form **no later than March 26, 2010 by 4:00pm, local time** to indicate that Proposers will be participating in this RFP.

Deadline for Submission of Proposal is **1:30pm local time, April 15, 2010.**

Proposals must be submitted in sealed envelopes and either mailed, couriered or hand delivered. Late deliveries will be disqualified. Facsimile or email copies will not be accepted. The proposals will be date and time stamped upon receipt at Reception, located in the Administration Building.

The Corporation of the County of Lanark reserves the right to reject all proposals and to accept any proposal that is considered advantageous.

Copy of this RFP can be viewed on our website www.county.lanark.on.ca or a copy can be picked up at Reception at the Administration Building, 99 Christie Lake, Perth, Ontario K7H 3E2, during regular hours of operation (8:30am until 4:30pm).

Jennifer Robitaille, Purchasing Officer
RFP PD#001-2010 Official Plan
The Corporation of the County of Lanark
P.O. Box 37, 99 Christie Lake Road,
Perth, Ontario K7H 3E2
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CLOSING DATE & TIME: April 15, 2010 at 1:30pm



Request for Proposal (RFP) – PD#001-2010

Date: March 12, 2010

Dear Sir/Madam,

Subject: RFP for the provision of professional consultant services for a Comprehensive Official Plan for Lanark County

You are requested to submit a proposal for a Planning Consultant(s) to provide the County of Lanark (“The County”) with professional consulting services for a comprehensive Official Plan. The successful consultant(s) will be a professional planner(s) with experience in developing and writing Official Plans at 2-tier government levels. A detail of the requirements is outlined in the enclosed Terms of Reference (TOR).

To enable you to submit a proposal, attached are:

- i. Terms of Reference (TOR)(Annex I)
- ii. Instructions to Offeror (Annex II)
- iii. Bidder’s Confirmation Form(Appendix A)
- iv. Bidder’s Declaration.....(Appendix B)
- vi Price Schedule(Appendix C)
- vii. Credit Application.....(Appendix D)
- viii. Vendor Checklist.....(Appendix E)

Your offer comprising of a technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **April 15, 2010 (1:30pm EST)**. It is recommended that sufficient time be allocated for mailing proposals to ensure delivery prior to the deadline.

If mailed:

Jennifer Robitaille, Purchasing Officer
RFP PD#001-2010 Official Plan
The Corporation of the County of Lanark
P.O. Box 37, 99 Christie Lake Road,
Perth, Ontario K7H 3E2
Tel: 1-613-267-4200

CLOSING DATE & TIME: April 15, 2010 at 1:30pm



If delivered by hand or couriered:
Jennifer Robitaille, Purchasing Officer
RFP PD#001-2010 Official Plan
The Corporation of the County of Lanark
P.O. Box 37, 99 Christie Lake Road,
Perth, Ontario K7H 3E2
Tel: 1-613-267-4200

CLOSING DATE & TIME: April 15, 2010 at 1:30pm

Offers received by fax or email will not be accepted.

If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal. Please be advised County of Lanark disclaims the accuracy or completeness of any data or information provided during this process and Bidders assume full responsibility for the risks of participation. We have endeavored to provide up to date and complete data but do not warrant or guarantee any of such data or information.

You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal, by completing "Appendix A – Bidder's Confirmation Form".

Sincerely yours,

Jennifer Robitaille
Purchasing Officer
County of Lanark

Table of Contents

Annex I Terms of Reference (TOR)..... 1

1. Invitation 1

2. Introduction and Background 1

 2.1 Lanark County Strategic Plan.....2

 2.2 Lanark County Vision.....2

 2.3 Provincial Planning Framework3

 2.4 Agreement for the Transfer of Federal Gas Tax Revenue.....3

 2.5 Town of Smith Falls.....4

3. Terms of Reference..... 4

 3.1 Mandatory Pre-Submission Information Meeting4

 3.2 Project Scope and Objective5

 3.2.1 Provincial Policy Framework..... 5

 3.2.2 Official Plan Structure..... 5

 3.2.3 Policy Framework 6

 3.2.4 Natural Features and Areas of Interest 7

 3.2.5 Heritage Conservation..... 9

 3.2.6 Growth Management..... 10

 3.2.7 Development on Private Services 10

 3.2.8 Transportation Policies 10

 3.2.9 Accessibility and Visitability..... 11

 3.2.10 Federation of Canadian Municipalities 11

 3.2.11 Source Water Protection..... 12

 3.2.12 Environmental Issues..... 12

 3.2.13 Lake Development Plans 12

 3.2.14 Waste Management..... 13

 3.2.15 Economic and Tourism Development..... 13

 3.2.16 General Review 14

 3.3 Proposed Work Plan.....14

 3.4 Summary of Deliverables 16

 3.5 Consultation.....17

 3.6 Schedule..... 18

Annex II: Instructions to Offerors..... 1

A. Introduction..... 1

 1. General1

 2. Purpose of RFP1

 3. Cost of proposal2

B. Solicitation Documents 2

 1. Contents of solicitation documents.....2

 2. Deadline for Submitting Proposal2

 3. Clarification of solicitation documents.....2

4. Amendments of solicitation documents.....	3
C. Preparation of Proposals	3
1. Language of the proposal	3
2. Documents comprising the proposal.....	3
3. Proposal form	4
4. Proposal prices.....	6
5. Proposal currencies	7
6. Period of validity of proposals	7
7. Format and signing of proposals	8
8. Law of Ontario.....	8
9. Compliance with Laws	8
10. Conflict of Interest	8
11. Liability for Errors.....	9
12. Confidentiality of Information in the RFP	9
13. Ownership of Proposals/Development Documentation	9
14. Changes to or Withdrawal of Proposal	10
15. Bidder’s Confirmation Form	10
16. Regular Hour’s of Operation and Statutory Holidays	10
17. Implied Requirements.	10
D. Submission of Proposals.....	11
1. Sealing and marking of proposals	11
2. Deadline for submission of proposals.....	12
3. Late Proposals	12
4. Modification and withdrawal of Proposals	12
E. Opening and Evaluation of Proposals	12
1. Opening of proposals.....	12
2. Clarification of proposals.....	13
3. Preliminary examination	13
4. Evaluation and comparison of proposals from qualified bidders	13
F. Award of Contract	21
1. Award criteria, award of contract	21
2. Purchaser’s right to vary requirements at time of award.....	22
3. Awarding Contract.....	22
4. Signing of the contract.....	22
5. Suspension of the Work.....	23
6. Sub-Contracting.....	23
7. Replacement of Personnel.....	23
8. Definition of a Contract	23
9. Liability for Errors.....	24
10. Term of Contract.....	24
11. Payment.....	24
12. Registration with the Workplace, Safety and Insurance Board (WSIB) (Contractor’s WSIB Clearance Certificate)	25

LANARK COUNTY

13. Health and Safety.....	25
14. Comprehensive General Liability Insurance	25
15. Indemnification	26
16. Force Majeure	27
17. Assignment	28
18. Previous Agreements	28
19. Inspection.....	28
20. Publication	28
21. Copyright of Documents	28
22. Fraud or Robbery.....	29
23. Confidential Information	29
APPENDIX “A” Bidder’s Confirmation Form	1
APPENDIX “B” Bidder’s Declaration	2
APPENDIX “C” Proposal Submission Form	3
APPENDIX “D” Vendor Checklist.....	4
APPENDIX “E” Price Schedule”	5
APPENDIX “F” Credit Application Form”	9

Annex I Terms of Reference (TOR)

1. Invitation

Lanark County is issuing a Request for Proposal (RFP) from selected parties for the preparation of a proposed work program to complete a comprehensive Official Plan. The intent of the bid call is to make an award to a consultant based on an evaluation of relevant information from respondents that have a proven track record and management expertise with similar undertakings.

Lanark County has the right to reject or not accept the lowest bid or any bid if it is deemed in the best interest to do so.

2. Introduction and Background

The County of Lanark is located on the Western boundary of Ottawa in Eastern Ontario. The total population of the County is approximately 58,000 and an area of 2,900 sq.km. Lanark County boasts many beautiful natural features such as four main watersheds: Rideau River, Tay River, Mississippi River and Clyde River. The county is also one of the top maple syrup producers in Ontario and designated as "The Maple Syrup Capital of Ontario".

Lanark County is a geographically large and diverse region which is bordered on the south by the United Counties of Leeds and Grenville, Frontenac County on the west, Renfrew County to the north and the City of Ottawa to the east. Lanark County is accessed via provincial Highway 7 from East/West and Highway 15 from South/North.

To work and to live in Lanark County is to get the best of both worlds. Our residents enjoy an excellent quality of life, because they are surrounded by breathtaking natural vistas with urban amenities only minutes away. The people of the region have access to a broad range of services and amenities found in major centres. At the same time, they enjoy a simpler pace which has long since been lost to large urban centres.

Lanark County operates as the upper tier in a two-tier system of local municipal government. The County is comprised of eight lower tier municipalities- Beckwith, Carleton Place, Drummond/ North Elmsley, Lanark Highlands, Mississippi Mills, Montague, Perth and Tay Valley. While the Town of Smiths Falls is geographically within the boundaries of the County, it is a separated municipality and is not under the jurisdiction of the County Government.

The County of Lanark was given consent granting authority in 1973. Since that time the County has delegated this authority to a three-member Land Division Committee. In July 2000, the Province delegated to the County the authority to approve applications for plans of subdivision and condominium, condominium exemptions and part-lot control by-laws.

A County Official Plan is an indication of community values. An Official Plan provides policy direction to governments and individuals alike. In Lanark County many activities and services are carried out by volunteer groups, community organizations and individuals. It is anticipated that a County Official Plan will support both group and individual actions and provide guidance in certain areas. Much of the detailed implementation of the County Official Plan will be carried out through actions of local municipalities. This relationship between the policies of the County Official Plan and those of local official plans is central to the operation of the planning system in Lanark County. The County Official Plan should set general policy direction of County-wide interest for a policy based planning framework, while local official plans will set detailed standards and focus on local interests. As directed by the Planning Act, the lower tier plans will need to conform to the upper tier plan in time.

2.1 Lanark County Strategic Plan

In the spring of 2003, Lanark County Council, with the participation of many citizens, stakeholders, and community groups, embarked on a journey to create the Lanark County Community Vision and County Strategic Plan.

The County Strategic Plan provides the context and framework for the development of County and departmental business plans within the municipality, and influences the County operating and capital budget process.

The Strategic Plan provides significant benefits to the County and other stakeholders. *“Three key benefits are noted below:*

Improving understanding – the Plan will become an effective communication and partnership-building document. The Plan will improve public awareness about the respective roles of the County and the local municipalities and what is important to be collectively achieved by the elected representatives, municipal employees and the community.

Better aligning resources with priorities – the Plan will provide the framework for making difficult decisions about investing and/or reallocating human and financial resources.

Strengthening accountability – the Plan will provide the County with a touchstone... a mechanism for evaluating how well current and new initiatives and policies support the overall direction and priorities for the County that were identified by the community, the senior County staff team and County Council.”

2.2 Lanark County Vision 2025

In 2004, the County of Lanark prepared a County Vision that embodied seven principles to shape the way the county was to grow and develop over a twenty year period. The seven ‘building blocks’ of the vision are listed below:

- Protect and enhance the natural environment.
- Manage growth through good planning and effective government.
- Invest in infrastructure to meet needs and keep pace with growth.
- Strengthen and diversify the economy.
- Protect, maintain and enhance the rural and small-town character.

- Maintain a high quality of life.
- Maintain high quality services.

2.3 Provincial Planning Framework

The County was delegated the authority to approve applications for plans of subdivision and condominium, condominium exemptions and part lot control by-laws on July 4, 2000. The County's approach to implement these responsibilities has been to separate administration of the application process from plan review. The Planning Approvals Administrator is the 'on-staff contact' for applicants. The Subdivision Review Team (the identified County Planning Consultant) provides professional and technical review of the application and related studies as required, and prepares a report to the Community Development Committee. The Committee then makes a recommendation to County Council.

It is understood that with the approval of a County Official Plan, the County will become the approval authority for the lower tier Official Plans. The County, in consultation with the local municipalities, has recognized that it is in the best interests of both tiers of local government for new Provincial planning policy direction to be negotiated through the upper tier official plan, as opposed to the lower tier documents.

2.4 Agreement for the Transfer of Federal Gas Tax Revenues

In 2005, the Government of Canada entered into an agreement with the Province of Ontario, as part of the New Deal for Cities and Communities, to provide \$1.9 billion in funding for environmental sustainable infrastructure over the next five years. This is viewed by the Government of Canada as a way to provide funding to municipalities to support sustainability at the local level.

The Association of Municipalities of Ontario (AMO) manages the Agreement for the Transfer of Federal Gas Tax Revenues between the Government of Canada and the municipalities of the Province of Ontario. AMO has provided direction to all Ontario municipalities and in section 8.2 of the Municipal Funding Agreement (MFA) it indicates that over the life of the MFA, municipalities are required to develop an Integrated Community Sustainability Plan (ICSP).

In the MFA, an ICSP is defined as:

"A long-term plan, developed in consultation with community members that provides direction for the community to realize sustainability objectives, including environmental, cultural, social and economic objectives.

The final ICSP should demonstrate the following principles:

- *A coordinated approach to community sustainability (e.g. linkages of various places, planning and financial tools that contribute to sustainability objective(s);*
- *Reflected and integrated social, cultural, environmental and economic sustainability objectives in community planning;*

- *Collaboration with other Municipalities where appropriate to achieve sustainability objectives; and*
- *Engage residents in determining a long-term vision for the Municipality.”*

The Oversight Committee of AMO has agreed that a municipal official plan can function as an ICSP as long as it addresses the principles listed above.

The County of Lanark does not have an Official Plan and therefore is obligated to produce either an ICSP or an Official Plan.

In April and May 2009, the County contacted a consulting firm to prepare a summary report on the advantages and disadvantages, benefits and analysis (pros and cons) of a County Official Plan versus an ICSP. Following analyzes of the information, it was determined that the preparation of a County Official Plan with sustainability components was the appropriate direction for the County of Lanark.

2.5 Town of Smiths Falls

The Town of Smiths Falls, although located within the County of Lanark, is a separated Town, and does not fall under the jurisdiction of County Government. However, the County acts as the consolidated municipal service manager on behalf of the Town for the provision of Social Housing, Child Care, Ontario Works and Ontario Disability Support Program and acts as the municipal service manager on behalf of the Town for the provision of Land Ambulance and Long Term Care.

In addition to the foregoing, the County and Town maintain numerous cross boundary service contracts and joint agreements, either directly between the County and Town or between lower tier municipalities and the Town.

If necessary, a strategy should be developed to provide supportive policies and general guidance to maintain this ongoing sharing arrangement.

3. Terms of Reference

3.1 Mandatory Pre-Submission Information Meeting

A mandatory, pre-submission information meeting will be held on Tuesday, March 30th, 2010 at 1:30 p.m. to 3:00 p.m., at the Lanark County Administration Building, 99 Christie Lake Road, Perth, Ontario, K7H 3E2. Respondents who wish to submit a bid for this project must be in attendance and registered in order for their bid to be considered during the evaluation phase. Conference calls will not be permitted.

3.2 Project Scope & Objective

The purpose of this project is to prepare a Comprehensive Official Plan for County of Lanark. This process is intended to reflect new policy and regulatory initiatives, address emerging issues and trends in sustainable community planning for the time horizon of 2030 and provide general policy development and guidance for the review of the lower tier Official Plans. The intent is not to change the planning direction but rather to build on current policies.

In particular, the Official Plan Review will generally focus around the following sixteen (16) policy areas, but not limited to:

3.2.1 Provincial Policy Framework

In accordance with Provincial direction, such as the Ontario Planning Act and Provincial Policy Statement (PPS), the Official Plan is required to reflect a policy framework that:

- Manages change and promotes efficient use of resources for a strong, livable and healthy community
- Promotes compact built form and an appropriate mix of land uses and densities which minimizes the consumption of land and maximizes the use of existing infrastructure;
- Identifies areas for intensification and re-development in a manner that is sensitive to the character of surrounding residential neighborhoods;
- Promotes transit-supportive development patterns;
- Provides for a healthy mix of employment uses and supply of employment lands in suitable locations to meet projected targets;
- Promotes active communities through the development of complete streets (pedestrians and cyclists) and generous public open space areas;
- Promotes energy conservation and efficiency to minimize impacts to air quality and climate change;
- Protects natural, cultural and built heritage, water and other resources for current and future generations;
- Maintains and enhances the viability and vitality of downtowns and main streets;
- Promotes the redevelopment of Brownfield's;
- Plans for infrastructure demand, management and investment; and
- Provides the tools necessary to appropriately implement these planning directives.

3.2.2 Official Plan Structure

It is intended that the County Official Plan be an indication of community values, direction and policies. The Official Plan should provide policy direction to governments and individuals alike. In Lanark County many activities and services are carried out by

volunteer groups, community organizations and individuals. The Plan should support both group and individual actions and provide guidance in certain areas. Much of the detailed implementation of the Official Plan especially that of a regulatory nature will be carried out through actions of the local municipality.

The County of Lanark operates as a 'two-tier' system of municipal government and the plan should set the role of the County as one of general policy development and guidance. Detailed planning will be carried out by local official plans, in conformity with the County Plan. It must be emphasized that the County Official Plan and the local official plans cannot be read in isolation. Local official plans will contain detailed policies pertaining to their municipality and must be read in conjunction with the County Official Plan. The Plan will also encourage all local municipalities to undertake thorough review and update their official plans and zoning by-law on a regular basis in accordance with the Planning Act.

It is intended that the County Official Plan will be consistent with Provincial Policy and address a broad range of community issues of concern to residents. The Plan should support other activities of the County, its local municipalities and community groups and should not stand alone. Provision should be made throughout the entire Plan, promoting sustainable development that achieves efficient land use patterns, supports economic growth and enables healthy, livable and safe communities.

The County Official Plan will contain Schedules that will complement existing local official plan schedules and provide direction in the following areas:

- Natural Features, Environment and Wildlife Habitat, Crown Land, County Forest Land, Wetlands, Floodplains, Agricultural Lands and address Endangered and Threatened Species legislation (Species at Risk Act and Endangered Species Act);
- Resources including Hydro Dams and Control Dams, Minerals and Bedrock Resources, and
- Sustainable Settlement Patterns.

The Schedules will depict land use designations. It is intended that the boundaries of the land use classifications shown on the Schedules be considered as approximate and absolute only where bounded by arterial roads, rivers or streams or other similar geographical barriers.

The Plan will also include two reference maps – a Land Ownership Map and a Base Map. The Land Ownership Map and the Base Map are provided as reference material and are not detailed spatial interpretations of the policies, nor are they land use designation maps.

3.2.3 Policy Framework

The policy framework of the Lanark County Official Plan should cover three (3) specific areas – environment, resources and settlement patterns – and then a section of general policies that apply to all lands within the County.

This relationship between the policies of the County Official Plan and those of local official plans is integral to the operation of the planning system in Lanark County. The text or policy framework of the County Official Plan should appropriately complement the land use schedule framework and contain sufficient policy direction for County Council and other bodies to make decisions. The County Official Plan sets general policies directions of County-wide interest to provide for a policy based planning framework. Local official plans set detailed standards and focus on local interest.

The principle of sustainable objectives should be addressed in each component of the Official Plan.

3.2.4 Natural Features and Areas of Interest

Section 2.1 of the 2005 PPS specifies that natural features and areas “shall be protected for the long term”, and that new development adjacent to natural heritage features must be evaluated and demonstrate that there will be no negative impacts on the natural features or on their ecological functions. Furthermore, the Endangered Species Act, 2007 and the Species at Risk Act (Federal) provides for the protection of species that are at risk, with appropriate regard to social, economic and cultural considerations.

Lanark County has extensive natural features and areas. Stewardship of the natural environment will be essential to the Official Plan. Therefore, a review is warranted in light of the new Provincial initiatives with respect to natural features and species at risk. If necessary, a natural heritage strategy will be developed to properly manage and protect the natural environment for the long term.

There are extensive Crown Land areas within the County (approx. 22,000-ha) which are under the jurisdiction of the Ministry of Natural Resources. The County recognizes that these lands are subject to the Algonquin Land Claim. Any policies proposed regarding these lands will require pre-consultation with First Nations, in accordance with the “2009 Framework for Negotiations Agreement” between the Algonquin’s of Ontario, the Province of Ontario and the Government of Canada. The County, lower tier municipalities and the public recognize the importance of the areas. The Official Plan should encourage cooperation between First Nations, the Province, the County and lower tier municipalities for the long term management of these lands. The Plan should also recognize those Crown lands which form part of the Ontario’s Living Legacy.

The Lanark County Community Forest consists of 40 County owned properties totaling 4,638 hectares in various locations throughout the County. The properties were purchased by the County between the years 1938 and 1987 for forestry purposes and consisted of tracts of natural forest, open farmland and wetlands. Much of the farmland has been reforested through the years by a management agreement with the Ministry of Natural Resources. In 2009 the Lanark County Community Forest was added to the Eastern Ontario Certified Forest Owners Group and certified by Smartwood as an Eastern Ontario Model Forest.

The County has prepared and adopted two strategic planning documents pertaining to management of the County Forest. These documents are:

- Business Plan for the Lanark County Community Forests: 2006 – 2010;
- Resources Management Plan for the Lanark County Agreement Forest: 1994 – 2014. The Plan for 2014 to 2034 will be completed in 2010.

The Official Plan should contain policies to ensure the continued investment in forest management practices based on environmentally sustainable practices through improved timber quality and growth while providing current benefits to the local economy.

The Lanark Community Vision and County Strategic Plan identified natural heritage and environment, high quality of leisure and recreation opportunities and public access to trails, lakes and rivers as key public values in the County. The *Business Plan for Recreational Trails* adopted by the County in 2005 strengthens the values and priorities laid out by the Vision and Strategic Plan.

The “Preferred and Alternative Administrative Options’ outlined in the Recreational Trails Business Plan recommended the formation of a Municipal Trails Corporation. As a result, the County submitted articles of incorporation to the Province and in 2007 the “*Lanark County Municipal Trails Corporation*” received provincial approval. The primary role of the Corporation is to ensure that the broad needs and priorities of the public and the County with regards to trails are met.

Trails and their locations:

- The County of Lanark is in the process of acquiring an ownership interest in the Havelock-Glen Tay Trail, between Glen Tay and Tweed, located within the County (abandoned rail bed). The County participates in and has a member on the Eastern Ontario Trails Alliance (EOTA) who manage the trail on behalf of the partners;
- The County owns over 4,600 hectares of Community Forests. Different groups and individuals now use the trails that run through Community Forest properties, and the Forest Business Plan identified potential to develop and promote Community Forest Trails;
- The Trans-Canada Trail comes through the County in two places the Ottawa-Carleton Trailway runs from Ottawa to Carleton Place, while the Cataraqui Trail runs from Napanee to Smiths Falls. Additional Trans Canada Trails were identified in 2009, that join Carleton Place, Almonte, Lanark, Perth and Smiths Falls;
- A number of lower tier municipalities have or are in the development stages, of developing public trails;
- The County is criss-crossed by many public and private trails, from the Snowmobile Trails to cross country ski trails.

The Official Plan should contain policies to ensure the continued opportunity to create a network of recreational trails that supports a wide variety of recreational uses, promotes environmental appreciation and healthy lifestyles, and supports local business and economic development.

There are numerous areas of mineral aggregates resources within the County. These are recognized as non-renewable natural resources. In 1985, a geological terrain analysis and a sand and gravel resources analysis was undertaken for Lanark County by the Ontario Geological Survey and the Ministry of Natural Resources (Open File Report 5550). The report noted *“that sand and gravel reserves within the County of Lanark reflect the terrain diversity. There are 94,830,000 cubic metres of material available with the County of Lanark. However, only five townships have significant reserve. These western townships, (Dalhousie, Darling, Lanark, Lavant and North Sherbrooke) have 87% of the available material and 98% of Class 1 and Class 2 sand and gravel”*.

The County has also recognized many diverse mineral resources, ranging from the Tatlock Quarry (white and blue calcite) located in the northern portion of the County, is recognized as a resource of significance on an international scale, to silica, feldspar, and mica in the southern portion.

3.2.5 Heritage Conservation

Section 2.6 of the 2006 PPS specifies that significant built heritage resources and cultural heritage landscapes “shall be conserved”, and that new development adjacent to protected heritage properties must be assessed to ensure that impacts are minimized. Furthermore, the Ontario Heritage Act, 2005 provides municipalities with greater powers to prevent the demolition of protected heritage buildings. The Official Plan should contain a general heritage policy framework; however, a review is warranted in light of the new Provincial initiatives with respect to heritage conservation and planning.

The Rideau River flows along the southern boundary of the County. In 2007 the Rideau Canal was inscribed on the UNESCO (United Educational, Scientific and Cultural Organizations) World Heritage Site list. The designation was achieved based on two key elements:

- It is the best-preserved example of a ‘slackwater’ canal in North America; and
- It is a cornerstone of human historical importance, representing the fight for control of the northern part of the continent, between the British and the Americans.

The Canal maintains its UNESCO designation through a “World Heritage Site Management Plan’ which constitutes the formal commitment by the Government of Canada to the conservation and protection of the property.

Following the recommendation of the World Heritage Committee in 2007, Parks Canada committed to undertake an assessment of the visual character of the Canal Corridor as part of which is being called the Rideau Corridor Landscape Strategy. The goal of the strategy is to work with First Nations, federal and provincial agencies, municipalities, non-government organizations, property owners and others to build a new vision for the Rideau. The Tay Canal, which flows into the Rideau at Beveridges Locks, is included within the Strategy.

The Official Plan should contain policies to create a framework that supports the Rideau Corridor Landscape Strategy and allows for the adoption of the strategy following development and approval by the partners.

3.2.6 Growth Management

Statistics Canada population estimates for Lanark County indicates a growth rate for permanent population of 2.1% or 8,000 people of the next 20 years. The existing urban structure can handle this level of growth. Most of this growth will be accommodated within existing towns, villages and settlement areas, with only a minor amount of dispersed development.

Assessing lakefront development is more difficult and cannot be predicted with any degree of certainty. The Official Plan should contain policies to ensure that development of lakefront communities is environmentally sustainable and properly serviced based on the type of development.

The County of Lanark is currently undertaking a “Development Charges Study”. A review is warranted to ensure the Official Plan Policies respect the direction and recommendation contained in the study.

3.2.7 Development on Private Services

Section 1.6 of the 2005 PPS provides direction with respect to infrastructure and public service facilities, including sewage and water.

The County Official Plan will be required to acknowledge four types of settlement patterns- urban serviced, urban unserved, lakefront communities and dispersed rural development. Existing services range from full public services to full private services including private on-site water and sewage. The objective is to allow development in a manner that continues to provide and improve the range of community services, while at the same time respecting the natural environment.

The County Official Plan will function as an overall guide with local official plans and by-laws regulating the specifics of development and redevelopment. If necessary a strategy will be developed to provide supportive policies and general guidance to the lower tier municipalities for development on private water and sewage services.

3.2.8 Transportation Policies

Section 1.6 of the 2005 PPS also provides direction with respect to infrastructure and public service facilities, including transportation systems, transportation and infrastructure corridors, and airports.

The County of Lanark has prepared a draft Transportation Master Plan which is anticipated to be finalized by the end of 2010. A review is warranted to ensure the Official Plan Policies respect the direction and recommendation contained in the Plan.

The Transportation Master Plan also identified a number of policies to be created and the potential need for a Development Charges By-law. The DC Study is currently underway, and a Sign Policy (adjacent to County Roads) will be presented by the fall of 2010. Other policies which are currently in place are: Access to County Roads and County Road Right of Way Widths.

Permanent and seasonal development currently exists on many lakes and rivers in the County. Given the County is the approval authority for subdivisions and consents, the County Plan will contain appropriate policy direction to ensure new sustainable development including access issues. It is recognized that many private roads currently exist within the County and appropriate policy direction is required to address the potential for future development on these existing private roads.

3.2.9 Accessibility and Visitability

The Official Plan should provide supportive policies and general guidance to Lanark County and lower tier municipalities for the development of specific policies that reflect the applicable sections of The Ontarians with Disabilities Act, 2001 (ODA) and the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) The intent of the AODA is to develop common standards that will integrate accessibility as part of the regular business and capital planning for the public and private sectors, which will work towards achieving a fully accessible province by the year 2025.

3.2.10 Federation of Canadian Municipalities (FCM)

It is the intent of the County Official Plan to address the principles set out by the FCM for sustainable communities. As part of the project the successful Consultant will be required to submit an application to FCM for funding for the 'sustainability' component of the Official Plan. This will require the completion of Part A – Intent to Apply, which outlines how the project will meet the criteria for a community sustainability plan. If FCM is comfortable with the project, the Consultant will be required to complete Part B – Detailed Application.

The principle of sustainable objectives as outlined by the FCM should be addressed in each component of the Official Plan. These have been identified as:

- How the policy provides a coordinated approach to community sustainability;
- How the policy reflects and integrates social, cultural, environmental and economic sustainability objective in community planning;
- How the policy provides for collaboration with other municipalities where appropriate to achieve sustainability objective; and
- How the policy will engage residents in determining a long-term vision for the municipality.

NOTE: all objectives will not necessarily apply to each policy

3.2.11 Source Water Protection

Ontario's Cleanwater Act requires municipalities and the local community to work together to protect local drinking water sources from becoming contaminated or depleted. The County of Lanark, with the exception of a portion of north-east corner (namely the northern sections of the geographic Townships of Pakenham, Darling and Lavant) is within the Mississippi-Rideau Source Water Protection Region.

Municipal residential drinking water systems which affect lands within the County have been identified as follows:

- Groundwater Systems – Almonte, Kemptville, Lanark Village (future system) and Merrickville
- Surface Water Systems – Carleton Place, Perth and Smiths Falls.

A review is warranted to confirm whether the County Official Plan will need to address development within these identified areas. If necessary a strategy will be developed to provide supportive policies and general guidance to the lower tier municipalities for development in vulnerable areas.

3.2.12 Environmental Issues

The Green Energy and Green Economy Act, 2009 removed many renewable energy projects from Planning Act requirement. The Act 'uploads' municipal land use approval to the Provincial level.

Recent Regulations have been developed that will require municipal consultation to address matters relating to municipal or local infrastructure and servicing. Both the County and the lower tier municipalities have received inquiries and notices of possible renewable energy projects.

If necessary a strategy will be developed to provide supportive policies and general guidance to the County and lower tier municipalities for development of a review process when circulated the "consultation form" for a renewable energy project.

3.2.13 Lake Development Plans

The County of Lanark boasts more than 100 lakes. The County and lower tier municipalities recognize that the many water bodies located in the County are not only a valuable natural resource, but are also a source of revenue and a focal point of residential and recreational activity. Many of the lakes within the County have undergone extensive review and have "Lake Management Plans", while others rely on the Conservation Authorities to prepare "Watershed Watch Reports".

Both the County and the lower tier municipalities recognize that the watershed is a shared resource amongst the municipalities and that there is a need for coordination and cooperation in managing water quality on an upstream and downstream basis as well as coordinated or complimentary approach to development policies for shared waterbodies.

Strategies for the protection of water resources and public access to them are included in local plans. The Plan should include policies to provide for the County, local municipalities, agencies and public to undertake partnership actions to develop such reports as: lake capacity estimates, shoreline protection, and cumulative impact development.

3.2.14 Waste Management

Responsibility for Waste Management falls to the lower tier municipalities; however the County does own a large landholding in Tay Valley Township.

3.2.15 Economic and Tourism Development

The County continues to encourage the pursuit of economic activity that maintains or enhances the quality of life and balances the community environment, governance and social issues.

Economic Development in the County is generally dealt with by Valley Heartland Community Futures Development Corporation (CFDC). Valley Heartland is a community-based organization dedicated to stimulating job creation and economic growth through business and community development. Funded by Industry Canada, Valley Heartland CFDC assists small towns and rural communities to strengthen and diversify their economies. They achieve this by:

- Providing support and access to capital financing to the business community; and
- Partnering and coordinating community action

Valley Heartland is run by a group of local volunteers who comprise the Board of Directors, and by a team of dedicated staff. A member of County Council sits on the Board of Directors and reports on an ongoing basis to County Council. The County Official Plan should contain policies to ensure the ongoing and continued support of the CFDC and the programs they operate or have available.

The County Tourism Department promotes tourism through County-led marketing initiatives and fosters an environment that supports the general needs of the tourism sector. In addition to the Tourism Office, there is also the Lanark County Tourism Association which has proven to be an effective and mutually beneficial partnership.

To increase synergy in the industry, the Tourism Department works with many other tourism stakeholders in the County and in the region to maximize its impact in the marketplace. Tourism partners include:

- Perth & District Chamber of Commerce
- Downtown Heritage Perth BIA
- Carleton Place & District Chamber of Commerce
- Carleton Place BIA
- Mississippi Mills Chamber of Commerce

- Lanark Highlands Business and Tourism Association
- Pakenham Business and Tourism Association
- Lanark County Museums Network

The Tourism Department works with an Agricultural Working Group (comprised of representatives from a variety of commodity groups), and local agricultural groups such as EcoPerth and Lanark Local Flavour to promote local food, local producers and the buy local program (i.e. Billboard Project).

As well, the Tourism Department supports and provides direction for numerous fair boards, festivals and events throughout the County.

Effective February, 2010, Lanark County became part of “Region 11” a new Regional Tourism Organization (RTO) responsible to the Ontario Ministry of Tourism. As part of this new operational structure, Lanark County will have a seat on the industry-led Board of Directors. The County’s role, in partnership with industry, will be to cultivate the development of this new RTO in order to leverage an increased presence in the marketplace and local job creation through heightened co-operation in ‘destination marketing’.

The County Official Plan should contain policies to ensure the ongoing and continued support for tourism and opportunities for sustainable tourism and agri-tourism development.

3.2.16 General Review

The Official Plan project will be conducted with the benefit of a comprehensive public engagement and consultation program that will promote input and foster consensus with stakeholders, including Council, the public, municipal Departmental staff, governmental agencies, First Nations, the private sector and non-governmental organizations.

Although the above describes the basic scope of work that should be undertaken, it is expected that the successful Consultant will take this as a minimum and compile a team and propose a work plan that achieves the purpose of this assignment.

3.3 Proposed Work Program

The Consultant will work co-operatively with the Steering Committee and County planning staff to secure approvals from the Ministry of Municipal Affairs and Housing for the comprehensive Official Plan. Some aspects of the project may require additional background studies in the workplan. The Consultant should identify what work he/she is able to complete, what work will be subcontracted and/or what responsibilities are expected from the County.

It is anticipated that the Official Plan and each of its components will be undertaken in four phases:

- Phase 1 – Data Collection, Background Review and Preparation of a Background Report (Comprehensive Review);
- Phase 2 – Policy Formulation and Public Consultation;
- Phase 3 – Policy Refinement and Final Adoption by Council;
- Phase 4 – Final adoption by MMAH.

Consultation with the Steering Committee and the Ministry of Municipal Affairs and Housing will occur during all four phases.

Bids will outline an estimated timeframe for completion of each phase (i.e. Gantt Chart or similar project scheduling software) and how the consultant's proposed work program will address the following general tasks within the four phases framework outlined above:

Phase 1: Background Data Collection, Background Review and Background Report (Comprehensive Review);

The Data Collection and Background Review (Comprehensive Review) stage will consist of collecting and reviewing all relevant existing background information and undertaking appropriate initial consultations with interested stakeholders. This process will culminate with the preparation of a Phase 1 Discussion Paper and/or Background Report (Comprehensive Review) which provides a concise inventory of available data and input received, and outlines / confirms the common issues, trends, facts, assumptions, opportunities and constraints affecting the local planning environment. Issues may be refined, or additional issues may be identified based on this review process.

The Background Report (Comprehensive Review) will include demographic information on population, growth, housing starts, land severance (consent and subdivision), and relevant projections to address the PPS Section 1.0 Building Strong Communities. More specifically, a comprehensive review shall be undertaken in accordance with Section 1.1.3 of the PPS.

It is not the intent of this process to duplicate work that has already been recently undertaken, but rather to review the data for accuracy and update where gaps exist.

The background documentation will be made available to Council, MMAH, the public, agencies and other stakeholders for review and comments.

The Consultant will be required at this phase to prepare and submit an FCM Funding Application Part A – Intent to Apply. If successful, the Consultant will prepare and submit Application Part B – Detailed Application. The Consultant is required to include in their proposal for the project Part A and B of the FCM Application and its project costs. However, if Lanark County is denied application under Part A, the consultant is required to identify the credit which will be applied to the contract price by excluding Part B from

the proposal.

Phase 2: Policy Formulation

This phase will involve the initiation of appropriate studies and analysis on key subjects identified in Phase 1, which will lead to the formation of a draft policy framework.

A *Phase 2 Policy Report* will be prepared which outlines the policy options and recommendations for consideration. Any supporting studies and/or report will be incorporated into the Report as Appendices. A public consultation process, to satisfy Section 17 (16) of the Planning Act, will be conducted during this Phase to inform the stakeholders of the information and to seek further input.

Phase 3: Policy Refinement and Final Adoption by Council

Based on the feedback obtained during the prior Phases, the Consultant will refine the draft policies and create draft Official Plan Policies for consideration by Council. A formal meeting under the Planning Act will be convened by Council to present the final Plan.

Phase 4: Final Adoption by MMAH

The Consultant will submit the Council approved Official to the Ministry of Municipal Affairs and Housing for review and final approval. The Consultant will also address any modifications.

3.4 Summary of Deliverables

The following is contains a summary of deliverables as a reference guide. Full details of the 'deliverable' is contained in Section 3.2.1 through 3.2.16

- Provincial Policy Statement (PPS);
- Schedules;
- Relationship between County and local municipalities, including Smiths Falls;
- Relationship with First Nations;
- Forest Management and Crown Land Policy;
- Transportation and Trails Policy;
- Mineral and Mining Policy;
- Heritage Conservation Policy;
- Rideau Corridor Landscape Policy;
- Growth, Development and Land Use Patterns Policy (including lot creation);
- Infrastructure and Public Service Policy;
- Accessibility and Visitability Policy;
- Sustainable Policies (general and throughout document);
- Public Health and Source Water Protection Policies;
- Green Energy Policy;
- Lake and River Development Policy;

- Waste Management Policy;
- Economic Development and Tourism Policy;
- Agriculture Policy; and
- Application to FCM for Green Municipal Funding.

3.5 Consultation

The Consultant will be expected to maintain ongoing dialogue with the Steering Committee, the Ministry of Municipal Affairs and Housing and County planning staff.

Public and other stakeholder involvement are key to the success of this project. The Consultant shall design a formal community consultation process which outlines the method(s) and tools for engaging stakeholders in the community and maximizing input at each phase of the project, including but not limited to public meetings, workshops, working groups, newsletters, surveys, notices, web materials, and mail/hand-outs.

The lead Consultant shall be responsible for presentation materials. The County of Lanark will provide assistance with scheduling of meetings, preparation of notices and agendas, organizing meeting room/hall bookings, set-up and meeting minutes.

The following consultation process is anticipated:

- Initial discussions with the Steering Committee to review and finalize the scope of the project. This may lead to further meetings to discuss, in detail, specific policy areas. The Consultant is to provide regular written, monthly status reports for Council's review, based on the Committee Schedule, for the duration of the project.
- Periodic attendance at the Community Development Committee to update the entire County Council on progress.
- At the outset, a meeting with the Ministry of Municipal Affairs and Housing staff and their one-window partners to identify areas of Provincial interest will be conducted. Ongoing discussions with this group are anticipated in order to ensure that all Provincial interests are addressed and the key agencies are on side. These meetings may also be attended by members of the Steering Committee, County departmental staff and planning staff and/or Consultants representing the eight lower tier municipalities.
- In order to facilitate a full one-window review of the "Draft" OP, MMAH is requesting 90 days to consult with partner ministries and prepare a comprehensive set of comments in advance of the statutory public meeting. Within this 90 day period, it is expected that lower tier municipalities will be afforded the same opportunity to comment. This time period has been built into the Schedule.

- A minimum of two (2) meetings/sessions, open to the general public should be held (including the statutory Planning Act public open house and public meeting).
- In addition, at least three (3) meetings should be held with stakeholders, including municipal Departmental staff, First Nations (individually or collectively based on discussions with First Nations), public agencies, the business community, the development community and community interest groups. These meetings will be held in various locations throughout the County. Planning Staff will identify and invite attendees.
- Additional meetings may be identified during the project by either the Steering Committee or the Consultant. Justification for any additional meetings will be required. The Consultant shall provide a separate costing for any additional meetings.
- Written briefs and other documentation shall be encouraged and accepted by the Consulting Firm.
- Discussion of the draft plan with the Ministry of Municipal Affairs and Housing staff prior to the adoption by Council.
- Adoption of the plan and submission to the Ministry of Municipal Affairs and Housing for Approval.

3.6 Schedule

The intention is to complete the project by October 2011. While it is important to complete the Official Plan in a timely manner, it is also important to ensure that all of the relevant information is considered.

Therefore, the following schedule is identified as a ‘best-case’ scenario and may have to be modified by the County based on discussions with the proponent.

Item	Task	Date
1	Circulate RFP	March 2010
2	Award RFP	June 2010
3	Meeting with MMAH and One-Window Partners	June 2010
4	Steering Committee / Consultant First Meeting	June 2010
5	Application to FCM – Part A (Part B to follow if required)	June 2010
6	Phase 1 – Data Collection, Background Review & Report (Comprehensive Review), Stakeholder Consultations & Schedule Preparation	June – October 2010
7	Background Report (Comprehensive Review) & Schedules to Steering Committee	Oct. / Nov. 2010
8	Background Report (Comprehensive Review) & Schedule review – Comm. Dev Cttee	Oct. / Nov. 2010
9	Phase 2 – Policy Formulation	Nov – Mar. 2011
10	Draft Policy to Steering Committee & Public Open House	Mar. 2011
11	Phase 3 – Policy Refinement	Mar. – Apr. 2011
12	Draft Policy Review – Steering Committee	May 2011
13	Draft Policy Review - Community Dev. Cttee.	May 2011
14	Forward Draft to MMAH (90 day review required) and Local Municipalities	May 2011
15	Final Report to Council	August 2011
16	Public Meeting	August 2011
17	Council Decision	September, 2011
18	Phase 4 – Submit Plan to MMAH for final approval	October, 2011

NOTE: The consultant will be required to maintain ongoing contact with the MMAH throughout the Official Plan Project

Annex II: Instructions to Offerors

A. Introduction

1. General

Offerors must respond to all questions and proposals shall follow the sequence set forth by topic.

All pages must be numbered. Heavy cumbersome binders are discouraged and brochures or bulky materials shall be submitted separately and delivered by courier. All bids must be submitted in hard copies. Request for delay will not be accepted or allowed unless it originates from the County of Lanark and is applicable to all participants.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

By accepting this RFP and all related documents, bidders consent to and will abide by County of Lanark's strict requirement for confidentiality of all non public information concerning this solicitation. All contacts / communications / discussions about this RFP will be exclusively with the County of Lanark appointed contact person authorized to communicate for this solicitation. No contacts between bidders and staff personnel of the participants about the solicitation or any aspect of it are permitted unless specifically authorized by the point of contact appointed by the County of Lanark Purchasing Department. Violation of these conditions will subject to the bidder's immediate disqualification.

2. Purpose of RFP

The purpose of the consulting services RFP is to obtain proposals for a planning consultant (s) to provide the County of Lanark ("The County") with a comprehensive Official Plan. The proposals should be competitive, qualified and responsive with high quality service along with marketplace pricing. The objective is the assignment for our business to the most highly experienced personnel and management to assure County of Lanark the best in professional consultant services representing current knowledge of legislation and processes.

The priority is to select for the award the best offer and commitments without incurring conflict of interest.

3. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the County of Lanark will in no case is responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

1. Contents of solicitation documents

Proposals must offer services for the **total requirement** as detailed in the Annex I - Terms of Reference (TOR). Proposals offering only part of the requirement will be rejected. Vendors should clearly specify any capabilities, services, or financial offers for each element of job. The Vendor is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Vendor's risk and may affect the evaluation of the Proposal.

2. Deadline for Submitting Proposal

Proposals must be delivered and accepted by **April 15, 2010 no later than 1:30 PM, EST**. Proposals received after this time will not be considered, and will be returned unopened.

3. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the County of Lanark Purchasing Officer in writing at the organization's mailing address or fax number or email indicated below **no later than April 7, 2010, 2008 at 4:00pm EST**: Enquires received after that time may not be answered.

Jennifer Robitaille, Purchasing Officer
RFP PD#001-2010 Official Plan
The Corporation of the County of Lanark
P.O. Box 37, 99 Christie Lake Road,
Perth, Ontario K7H 3E2
Tel: 1-613-267-4200
Fax: 1-613-267-9264
E-mail: procurement@county.lanark.on.ca

Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that have received the Solicitation documents.

Prospective bidders are encouraged to familiarize themselves with the current procedures attached hereto as Annex II.

A **mandatory bidder's pre-submission meeting** is scheduled for this RFP.

4. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the County of Lanark Purchasing Officer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the County of Lanark Purchasing Officer may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

1. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the County of Lanark Purchasing Officer **shall be written in the English language**. Any printed literature furnished by the Offeror will be provided in an English version.

2. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Managerial and technical part of the Proposal, including documentation to demonstrate that the Vendor meets all the requirements;
- (b) Appendix "A" - Bidder Confirmation Form
- (c) Appendix "B" - Bidder's Declaration
- (d) Appendix "C" Proposal Submission Form
- (e) Appendix "D" Vendor Checklist
- (f) Appendix "E" Price List
- (g) Appendix "F" Credit Application Form

In the event of any additional costs, these shall be displayed separately in Appendix "E" – Price Schedule.

3. Proposal form

The Technical and Financial component of the Proposal should be concisely presented and structured to describe how your consultant's strengths are relevant to the requirements (refer to the TOR). It is encouraged that any information that may be necessary to provide a complete picture of the proposal be included. Please keep "boilerplate" and marketing materials to a minimum and – if necessary – include in appendices.

In order to be effective, the proponent and Lanark County must have a common understanding of the scope and objective of the undertaking. To this end, proponents are to provide a narrative summary which reflects their understanding of the scope and objectives and which in turn established the basis for the proponents proposal content. Simple reinstatement of the requirements does not indicate the understanding of the task not the ability to carry it out successfully.

Additional information provided should include, but not limited to, the following:

Qualification and Experience (including Staff Profiles)

Lanark County recognizes that, whilst reputation and organizational capabilities of particular bidders should be taken into account, the specific experiences and characteristics of the core staff are the most critical success factors. This is to ensure "good working relationships" and "timely delivery of the highest quality of products and services." While recognizing that being a long-term arrangement, it is not feasible to guarantee that all highly qualified consultants will be made available to Lanark County at all times, however, you need to demonstrate that Lanark County's requests for consultancy services through such an arrangement will be treated with highest priority. The Consultants will ensure sufficient staff is available to provide services for the duration of the project. Sick days or the absence of the staff member will not delay the project.

It should also elaborate on how the internal recruitment and training plan ensures that the highest standard of the team is maintained despite possible staff turnover. If the Consultant is a sole-proprietor, the proposal should include a statement on how the Consultant will ensure continuity of the project.

An outline of the recent experience with programs and projects of similar nature, including references and any information that will facilitate our evaluation of your substantive reliability and managerial capacity to provide the services should be included.

Vendors should particularly address the following:

- Describe your experience in working with public organizations and the 2-tier government environment. Describe what specific factors you have found are instrumental in achieving results for municipal and county official plans.

- Illustrate significant examples of consultancy services relevant to one or more areas of Lanark County, from analysis through design but with clear emphasis on implementation, in terms, what that value has been and to whom it has accrued.
- For the above points, identify reference clients and details of work undertaken along with a key executive's name and contact details. It is critical that the team assigned to this project is the same team used with the referenced projects. The details of the work undertaken should include what role and responsibility each team member had while working on the reference project(s).

Managerial / Technical Proposal Form (envelope #1)

The Offerors shall structure the managerial and technical part of its proposal as follows:

(a) Managerial Plan

It is imperative that proponents and the personnel they dedicate to this undertaking, have significant, current experience in the creation of a comprehensive Official Plan. To demonstrate this experience and other personnel qualifications, proponents are to provide detailed resumes for each of the key personnel to be assigned to the project, which will include their role on the project, stating the individual's education and qualifications, work history and other relevant details, which clearly indicate the extent to the individual's qualifications to carry out the required work.

This section should describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror will comment on its experience in similar projects and identify person(s) representing the Offeror this project.

The project lead should have experience as a section head or project lead, which would be obtained through leading similar projects. The project lead must have supervised senior professional planners, and had actively participated in a project similar in nature and scope as this RFP. Project lead should have experience in scheduling, budgeting and coordinating activities of the team assigned to the project. Project lead should also have responsibilities equivalent to a senior professional planner. The Project lead will act as the principal point of contact for all matters pertaining to the management of this contract and will be authorized to act on behalf of the Contractor to resolve issues leading to the efficient and economic conduct and presentation of the proponent's team. The Project lead is expected to liaise and communicate effectively with Lanark County Staff, and the Official Plan Steering Committee throughout the Contract.

Senior professional planners should have experience with the development of an Official Plan. The senior planner should be familiar with current initiatives and activities in 2-tier government experience at a level of responsibility equivalent to the position of authority. Senior professional planner should have experience in making presentations to committees, council, MMAH, and public.

Staff must all be able to correspond (verbally and written) in English fluently.

(b) Resource Plan

This section should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement.

All questions on resources and capabilities posed in the Terms of Reference (TOR) Annex I, must be answered separately in response to the TOR.

(c) Proposed products and / or services

This section should demonstrate the Offeror's responsiveness to the specification by identifying specific products and services offered that would support the project to its successful implementation and completion. The proposal should also demonstrate how the proposed products and/or services meet or exceed the specifications.

A detailed workplan, outlining the methodology, specific activities planned, the timing and associated level of effort by (1) Lanark County; (2) Proponent team; and (3) individual staff members on the team. A detailed timetable is to be provided covering activities from time of Contract Award to Contract Completion.

The managerial and technical part of the Proposal (envelope #1) should not contain any pricing information whatsoever on the products and/or services offered (including any previous costs for projects previously completed). Pricing and cost information shall be separated and only contained in the appropriate Price Schedule (envelope #2). No prices shall be indicated in any other section of the bid.

Information which the Offerors considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

4. Proposal prices

The Offeror shall indicate the prices of services it proposes to supply under the contract. Pricing must comply with Appendix E (Price Schedule) and be in the form instructed (envelope #2).

Financial Proposal (envelope #2) (this should be in a separate sealed envelope from the managerial/technical proposal (envelope #1))

The Offerors shall indicate on the enclosed Price Schedule, the prices of services it proposes to supply under the contract.

In the proposal pricing, all costs are to be stated specified separately, with the total amount excluding applicable taxes.

All prices will remain fixed for the duration of the project and any cost adjustments built into the Price Schedule. An increase of more than inflation applied to the per diem

hourly rate will not be accepted. All prices are to be all inclusive and include all expenses (i.e. travel, disbursement, overhead, administrative and all other expenses).

5. Proposal currencies

All prices shall be quoted in Canadian Dollars (CDN).

6. Period of validity of proposals

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by the County of Lanark Purchasing Officer, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the Lanark County Purchasing Officer on the grounds that it is non-responsive.

In exceptional circumstances, the County of Lanark Purchasing Officer may solicit the Offeror's consent for an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the consent will not be required nor permitted to modify its Proposal.

The Council of Lanark County reserves the right to cancel this RFP at anytime without penalty or cost to the County and/or to re-issue this RFP in its original or revised form.

The Council of Lanark County will not be responsible for any costs incurred by prospective bidders in the preparation of proposals and/or presentations.

All key schedule dates have been specified below:

Activity	Deadline
RFP Issued	March 12, 2010
Bidder Confirmation Form Deadline	March 26, 2010
Mandatory Pre-submission Meeting	March 30, 2010 at 1:30pm until 3:00pm
Deadline for Clarification	April 7, 2010
Deadline to respond to Clarification	April 8, 2010
Proposal Submission Deadline	April 15, 2010– no later than 1:30pm EST
Selection / Notification of Short Listed Bidders	April 28, 2010
Presentations by Short Listed Bidders (if required)	May 5, 2010
Proposals valid until	90 Days after submission date
Selection of Successful bids by Subdivision Steering Committee	May 6, 2010

Recommendation to Community Development Committee	May 12, 2010
Recommendation of successful bids to County Council	May 26, 2010
Notification to successful bidder(s)	May 27, 2010
Contractual finalization	June 7, 2010
Project Begins	June 7, 2010
Project Completed by	October 2011

7. Format and signing of proposals

The Offeror shall prepare eight (8) copies of the Proposal, clearly marking one of the copies "Original" Proposal and subsequent seven (7) copies as "Copy". The final copy (#7) shall be unbound for ease of making additional copies (if required). In the event of any discrepancy between the copies and the original, the original shall govern.

All copies of the Proposal shall be typed and signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. Hard copies must be delivered on the due date. **The original copy must have a corporate seal** (if applicable). Failure to include a seal may result in the proposal being disqualified.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

8. Law of Ontario

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

9. Compliance with Laws

The successful Offeror will give all the notices and obtain all the licenses and permits, excluding radio licenses, required to perform the work. The successful Offeror will comply with all laws applicable to the work performance of the Contract.

10. Conflict of Interest

Neither the Contractor nor any person, firm or corporation associated or affiliated with the subsidiary to the Contractor shall have an interest either directly or indirectly in this project which arises from the Services provided as a result of this Agreement, without the prior written consent of the County of Lanark.

The Contractor is required to disclose to the County of Lanark, prior to accepting this assignment any potential conflict of interest.

If a conflict of interest exists, the County of Lanark may, in its discretion, either withhold this assignment from the Contractor until the matter is resolved to the satisfaction of the County of Lanark or award the assignment to another Contractor.

The Contractor acknowledges and agrees that he/she/it shall not act, work, or provide services, directly or indirectly, for, or to, another person, or persons, partnership, corporation, association or organization whose interests are in any way adverse, or contrary (in the opinion of the County of Lanark) to those of the County with regard to the project for which the consultant was retained by the County of Lanark. In the event of a breach of this obligation by the Contractor he/she/it shall be responsible for all costs incurred or suffered by the County of Lanark, including legal costs of a solicitor and client basis.

An employee of the County of Lanark shall not have a direct interest in a company or own a company that sells goods or services to the Offeror.

11. Liability for Errors

While the County of Lanark has used considerable efforts to ensure an accurate representation of information for this Request for Proposal, the information contained in the Request for Proposal is supplied solely as a guideline for Offerors. The information is not guaranteed or warranted to be accurate, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Offerors from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

12. Confidentiality of Information in the RFP

Any information furnished in this RFP is for the sole purpose of responding to it. All information is considered to be confidential by the Corporation of the County of Lanark and prospective Offerors shall have a fiduciary obligation to keep all such information confidential. Reproduction of any part of this RFP is authorized only for the preparation of your offer.

13. Ownership of Proposals/Development Documentation

All document submissions, including proposals, will become the property of the County of Lanark. They will be received and held in confidence by the County subject to the provisions of the *Municipal Freedom of Information and Privacy Act, RSO 1990, c.M54*. Further, the contract entered into by the successful Offeror(s) will, by law, be available for inspection by members of the public.

There may be instances where stakeholders (as deemed by the County) may be required to assist Lanark County in evaluating proposals and may require access to the

submissions. It will be paramount that any information in the submissions remains within the strictest confidentiality at all times. This privy to confidential information at the County level will be enforced.

14. Changes to or Withdrawal of Proposal

No Offeror shall change the wording of its proposal **after the Proposal closing**, and, without restricting the generality of the foregoing, no words or comments shall be added to the proposal unless requested by the County of Lanark for purposed of clarification.

Proposals may be withdrawn, by written notice only, at any time up to the closing date and time. Proposals cannot be cancelled or withdrawn after the closing date and time.

15. Bidder's Confirmation Form

The attached **Appendix "A" Bidder's Confirmation Form** must be completed and returned to the issuer **no later than March 26, 2010**. Any subsequent information regarding the RFP will be directed only to those who have registered their intention to submit a proposal through a Bidder Confirmation Form.

16. Regular Hour's of Operation and Statutory Holidays

The regular hours of operation for Lanark County Planning Department are Monday to Friday, 8:30am to 4:30pm. With 1 hour for lunch. It is expected that the normal work requirements for a given project would be completed within this timeframe. Any overtime requirements originating from the consultant(s) will not be compensated without the written approval of Lanark County prior to commencement.

Meetings scheduled outside of normal working hours will be remunerated at regular working hours and the consultant(s) present at the meetings scheduled outside of normal working hours will adjust their regular work hours to accommodate this requirement.

Consultants will not be expected to work during statutory holidays and will not be compensated for this time period.

17. Implied Requirements.

Offerors are instructed that any products and/or services that are not specifically addressed in this RFP, but are necessary to provide functional capabilities proposed by the Offeror, must be included in the proposal.

D. Submission of Proposals

1. Sealing and marking of proposals

The Offeror shall seal the Proposal in one (1) outer envelope and two (2) separate inner envelopes (one inner envelope containing the Technical Information and the other inner envelope containing the Financial Information), as detailed below.

(a) ***Outer Envelope:***

The outer envelope shall be

addressed to –

If mailed:

Jennifer Robitaille, Purchasing Officer
RFP PD#001-2010 Official Plan
The Corporation of the County of Lanark
P.O. Box 37, 99 Christie Lake Road,
Perth, Ontario K7H 3E2

If delivered by hand or couriered:

Jennifer Robitaille, Purchasing Officer
RFP PD#001-2010 Official Plan
The Corporation of the County of Lanark
99 Christie Lake Road,
Perth, Ontario K7H 3E2

marked with “**OFFICIAL PLAN**

RFP PD-01-2010

CLOSING TIME: Time: April 15, 2010 (1:30pm EST)

(b) ***Inner Envelope***

Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope (envelope #1) shall contain the Technical Information with the copies duly marked “Original Technical” and “Copy Technical”. The second inner envelope (envelope #2) shall include the Financial Information as the format of a price schedule duly identified as such.

Proposals stamped with “Original” and “Copy” will be accepted. Original and copies of proposal can be inserted into same envelopes.

Note: if the inner envelopes are not sealed and marked as per the instructions in this clause, the County of Lanark Purchasing Officer will not assume responsibility for the Proposal's misplacement or premature opening.

2. Deadline for submission of proposals

Proposals must be received by the County of Lanark procuring entity at the address identified above, no later than **APRIL 15, 2010 AT 1:30PM (EST)**.

The County of Lanark Purchasing Officer may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents, in which case all rights and obligations of the County of Lanark procuring entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

3. Late Proposals

Any Proposal received by the County of Lanark Purchasing Officer after the deadline for submission of proposals, will be rejected and returned unopened.

4. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the County of Lanark Purchasing Officer prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadlines for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

1. Opening of proposals

The County of Lanark Purchasing Officer will open the Proposals in the presence of a representative from the originating department.

2. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal.

The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

Responses to requests for clarification must be sent to the following Lanark County staff member:

Ms. Jennifer Robitaille procurement@county.lanark.on.ca

3. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in good order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

4. Evaluation and comparison of proposals from qualified bidders

To ensure that the County awards the contract to a qualified professional planning firm and ensure that the firm meets its obligations for provision of a comprehensive Official Plan, the following approach to evaluating the proposals will be used.

A four-phase procedure will be used in evaluating the proposals.

The first phase will comprise of the evaluation of the technical proposal. The managerial/technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR).

The technical proposal evaluation procedure consists of:

- (i) Ability to Deliver / Meet general requirement as specified
- (ii) Understanding the scope of work
- (iii) Related experience
- (iv) References

In the Second Phase, contractors who have obtained minimum 65% score (55 points) in the managerial/technical evaluation, will be invited to make presentation to the Evaluation Committee. Proposals will be evaluated to determine the short list of qualified suppliers, who may then be given the opportunity to present their proposals and provide a structured demonstration of their capabilities. A maximum score of 15 points will be assigned to each presentation.

In the Third Phase, the financial proposals will be opened and evaluated. The financial proposal will be opened only for submissions that passed the minimum technical score of 65% (55 points) of the obtainable score of 85 points in the evaluation of the technical and the short-listed vendors have completed their presentation to the Evaluation Committee. A weighted score of 30 points will be applied as follows:

$$(\text{Lowest score/financial proposal}) \times .30 = \text{score}$$

Example: lowest cost is \$45,000 (not included additional meetings, reports, and project management activities)
Proposal A financial proposal = \$50,000
 $((45,000/50,000) \times .30) \times 100 = 27$ points.

In the Fourth Phase, a reference check will be conducted on the vendor who has the highest score. A total of 10 points will be applied. If the reference check is scored lower than 7 points, the vendor with the next highest score will have its references checked.

Award of contract will be to the firm who has obtained to highest overall score of all 4 phases of the evaluation process.

The following table will be used to assess the technical information provided in the Proponent(s) offer: The number of columns under the header “Consultancy Firm / Other Entity” in only representational and does not reflect the final number of proposals which will be evaluated and scored.

Technical Proposal Evaluation Criteria for each Functional Area		Score Weight	Points Obtainable	Consultancy Firm / Other Entity			
				1	2	3	4
1.	<i>Clarity of Proposal</i> <i>A maximum score of 10 points for this section</i>	10%	10				
1.1	Compliance with requirements <ul style="list-style-type: none"> • Was the Proposal clear and concise • Statement on <ul style="list-style-type: none"> ○ How respondent ensures that the highest standard of the team is maintained despite possible staff turnover. ○ Respondent is qualified to obtain a Certificate of Insurance at time of award ○ acknowledging Respondent’s responsibilities for all sub-consultant activities, billing and invoicing ○ Conflict of Interest 	(1)					
1.2	Completeness of meeting all of the response requirements. <ul style="list-style-type: none"> • Did the Proposal outline how the key policy areas would be addressed • Did they describe their work experience with public organizations, with an emphasis on 2-tier level government • Did the proposal clearly address the Terms of Reference and the preparation of a Comprehensive Official Plan – reflect new policy and regulatory initiatives, address emerging issues and trends to 2030, provide general policy development and guidance for review of lower tier Official Plans. • Did proposal outline meetings, scheduling, process of issue draft policies and reviews and final acceptance of Official Plan with input from all Stakeholders 	(2)					

Technical Proposal Evaluation Criteria for each Functional Area		Score Weight	Points Obtainable	Consultancy Firm / Other Entity			
				1	2	3	4
2.	<i>Relevant expertise of firm / organization / consultant submitting Proposal</i>	30%	30				
2.1	Years of relevant experience for project staff (list years of experience for each team member) <ul style="list-style-type: none"> • Score 1 low (less than 5 years) on average for team • Score 3 medium (between 5 and 10 years) on average for team • Score 5 high (greater than 10 years) on average for team 	(Max 5)					
2.2	<i>Strength of Project Team / Personnel</i> Names and curricula vitae of consultant team principal, contracting authority, key project staff. Curricula vita is to list projects completed and similar in nature and scope and roles and responsibilities assigned for each project. <ul style="list-style-type: none"> • Depth and length of experience relevant to this RFP • Experience in creating/updating Official Plans for 2-tier governments • Public Sector experience with emphasis on 2-tier government • Management experience and acumen • Evidence of strategic thinking, communication and analysis • Industry leadership <i>Score is based on whether the Proposer had provided sufficiently demonstrated compliance with the above requirements.</i> <ul style="list-style-type: none"> • Score 2 point – barely • Score 4 points – somewhat • Score 6 points –with some experience • Score 8 points –with a sound base of experience to draw from • Score 10 points – yes, with an superior list of experience in complexity 	(Max 10)					

Technical Proposal Evaluation Criteria for each Functional Area		Score Weight	Points Obtainable	Consultancy Firm / Other Entity			
				1	2	3	4
2.3	Number of projects (projects completed similar in nature and scope to the County requirements) within last 5 years <ul style="list-style-type: none"> • Score 1 low (1-2 projects) • Score 3 medium (3-5 projects) • Score 5 (more than 5 projects) 	Max (5)					
2.4	Comprehensive municipal planning and project management experience specializing in Official Plan preparation/review experience within 2-tier environment governments. The total score is 10 and rated as follows: <i>Score is based on whether the Proposer had provided sufficiently demonstrated the above requirements.</i> <ul style="list-style-type: none"> • Score 2 point – barely • Score 4 points – somewhat • Score 6 points –with some experience • Score 8 points –with a sound base of experience to draw from • Score 10 points – yes, with an superior list of experience in complexity 	Max (10)					
3	<i>Methodology</i>	25%	25				
3.1	Clarity in articulating description and value of products and services offered that would support project to its successful implementation and completion. <i>Score is based on whether the Proposer had provided sufficiently demonstrated the above requirements.</i> <ul style="list-style-type: none"> • Score 2 point – barely • Score 4 points – somewhat • Score 6 points –with some experience • Score 8 points –with a sound base of experience to draw from • Score 10 points – yes, with an superior list of experience in complexity 	Max (10)					

Technical Proposal Evaluation Criteria for each Functional Area		Score Weight	Points Obtainable	Consultancy Firm / Other Entity			
				1	2	3	4
3.2	<p>Quality of proposed methods and approaches – Proposal clearly outlined method of implementation and in a timely logical manner. Range is dependent on the substantiation in the Technical Information.</p> <ul style="list-style-type: none"> • Score 2 point – barely • Score 4 points – somewhat • Score 6 points –with some experience • Score 8 points –with a sound base of experience to draw from • Score 10 points – yes, with an superior list of experience in complexity 	Max (10)					
3.3	<p>Quality of tools and techniques Clearly demonstrated knowledge of current tools and techniques with emphasis on innovation Range is dependent on the substantiation in the Technical Information.</p> <ul style="list-style-type: none"> • Score: 1-2 for somewhat • Score: 3-5 Definitely 	Max (5)					
4.	<p>WorkPlan A maximum score of 10 for each determinate factor</p>	20%	20				
4.1	<p>Approach to overall project and components outlined in a project schedule including description of all tasks, sub-tasks, timelines, milestones, deliverables, meetings and key dates. Score is based on whether the Proposer had provided/sufficiently demonstrated the above requirements.</p> <ul style="list-style-type: none"> • Score 2 point – barely • Score 4 points – limited overview • Score 6 points –with some breakdown • Score 8 points –with a good schedule to plan and track with • Score 10 points – yes, with a comprehensive breakdown of hours, tasks assigned per staff, milestones, deliverables and other pertinent information outlined in schedule. 	Max (10)					

Technical Proposal Evaluation Criteria for each Functional Area		Score Weight	Points Obtainable	Consultancy Firm / Other Entity			
				1	2	3	4
4.2	Project schedule breaks down tasks per staff member and their number of hours per tasks, estimate level of involvement of Lanark Staff throughout the overall project and specific components (in labour hrs) <i>Score is based on whether the Proposer had provided/sufficiently demonstrated the above requirements</i> <ul style="list-style-type: none"> • Score 2 point – barely • Score 4 points – limited overview • Score 6 points –with some breakdown • Score 8 points –with a good schedule to plan and track with • Score 10 points – yes, with an comprehensive breakdown of hours, tasks assigned per staff, milestones, deliverables and other pertinent information outlined in schedule. 	Max (10)					
Subtotal (minimum of 65% (55 points) must be achieved of the total technical score to be invited for interview/presentation)			85				

Interview and Presentation Evaluation Criteria <i>(only proposals who obtained minimum 65% (or 55 points) of technical evaluation)</i>		Score Weight	Points Obtainable	Consultancy Firm / Other Entity			
				1	2	3	4
1.1	<i>Ability to communicate and present effectively</i> <ul style="list-style-type: none"> ○ Score 1 point: barely ○ Score 2 points – somewhat ○ Score 3 points – yes, with some reserve ○ Score 4 points – definitely ○ Score 5 points – outstanding 	15%	15				
1.2	<i>Overall quality of presentation</i> <ul style="list-style-type: none"> ○ Score 1 point: barely ○ Score 2 points – somewhat ○ Score 3 points – yes, with some reserve ○ Score 4 points – definitely ○ Score 5 points – outstanding 	Max (5)					
1.3	<i>Overall Impression / Responsiveness</i> <ul style="list-style-type: none"> ○ Score 1 point: barely ○ Score 2 points – somewhat ○ Score 3 points – yes, with some reserve ○ Score 4 points – definitely ○ Score 5 points – outstanding 	Max (5)					
Subtotal			15				
Total of Technical and Interview			100%				

Financial Proposal Evaluation Criteria		Points Obtainable	Consultancy Firm / Other Entity			
			1	2	3	4
1.1	<i>Pricing Schedule</i> Weighted average based on following formula: (Lowest bid) *0.30 = Vendor Bid	30				
1.2	<i>Credit Application Checked (pass/fail)</i>					
1.3	<i>Proposal valid for 90 days (pass/fail)</i>					
Subtotal		30				
Total:		130				

Reference Check Evaluation Criteria		Points Obtainable	Consultancy Firm / Other Entity			
			1	2	3	4
1.1	<p><i>References (minimum of 3 references)</i></p> <p><i>Score 1 point for each positive affirmation from the questions listed below max 10 points)</i></p> <p>Reference check questions:</p> <ul style="list-style-type: none"> • Who was the firm's project manager • Was he/she easy to work with • Was the Proposer late with deliverables • Were there any contracting issues that were difficult to resolve • Was the project manager easy to contact • Did he/she return your phone calls quickly • Were there any quality questions or issues to resolve • Did the company handle complaints quickly and efficiently • Did the company change pricing during the life of the contract • Would you hire the firm back 	10				
Subtotal:		10				
Grand Total:		140				

F. Award of Contract

1. Award criteria, award of contract

The Lanark County Purchasing Officer reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action.

Prior to expiration of the period of proposal validity, the Official Plan Steering Committee will select preferred bidders based on the criteria identified in this proposal and make a recommendation to the Community Development Committee. Upon their ratification, the final recommendation will be made to the Lanark County Council for their approval.

In accordance with the County's purchasing policy, the decision regarding the successful bidder(s) will be made on total purchase price, an assessment of all criteria, not necessarily the lowest price.

The County of Lanark reserves the right to clarify short listed proposals and secure modifications to meet its desired needs. Short listed bidders will be invited to an interview for a presentation to the Evaluation Committee to rationalize their proposal.

The Council of Lanark County may accept any of the proposals they receive, or may accept none, as they see fit at the absolute discretion.

2. Purchaser's right to vary requirements at time of award

The Lanark County Purchasing Officer reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in unit price or other terms and conditions.

3. Awarding Contract

The Official Plan Steering Committee will select preferred bidders and make a recommendation to the Community Development Committee.

The recommendation of the Community Development Committee will be ratified and presented to the Lanark County Council for approval.

It is expected that the decision will be announced by May 27, 2010. However, this date may change for any reason and there will not be any liability to the County should this target date not be met.

Upon awarding the contract, based on the information submitted in proposals received, the Council of Lanark County reserves the right to work with the successful supplier to modify any of the components outlined in this RFP that are agreeable to all parties.

The successful bidder shall indemnify and hold the County harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether wilful or otherwise by the County, its agents, officers, employees or other persons for whom the County is legally responsible.

4. Signing of the contract

Within 10 calendar days of receipt of the contract the successful Offeror(s) shall sign and date the contract and return it to the Purchasing Officer. The deadline for signing contract is June 7, 2010 at 15:00hrs EST.

Failure of the successful Offeror(s) to comply with the requirement above, shall constitute sufficient grounds for the annulment of the award, if any, in which event the Purchaser may make the award to the next highest score evaluated Offeror(s) or call for new Proposals if applicable.

Under this arrangement, the contract will be signed with firms/organizations at various levels of service (i.e. senior, intermediate, and consultant (junior) at agreed upon per diem rates. Lanark County will approve individual consultants under these levels of service during the life of the Agreement. In exceptional circumstances, the approval of a consultant can be given on an assignment specific basis.

5. Suspension of the Work

The County may at any time, by written notice, order the Contractor to suspend or stop all or part of the Work under the Contract for a period of up to 30 calendar days. The Contractor shall immediately comply with any such order in a manner that minimizes the cost of so doing.

At any time prior to the expiration of the 30 calendar days, the County of Lanark shall either rescind the order or terminate the Contract, in whole or in part, under the provisions for termination under the Contract.

6. Sub-Contracting

Utilizing a subcontractor or subcontractors (who must be clearly identified in the Proposal) to carry out parts of the project is acceptable. The Offeror must take the role as Prime Contractor and assume overall responsibility for the successful interconnection of all functions. References outlining the qualifications and experience of the subcontractor must be submitted with the Offeror's response.

7. Replacement of Personnel

When specified persons have been named in the Contract as the person who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.

If at any time, the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person who is of similar ability, qualifications and attainment.

The Contractor shall, before replacing any specific person named in the Contract, provide notice in writing to the County of Lanark. The replacement must be acceptable to the County of Lanark.

8. Definition of a Contract

Notice in writing to an Offeror of the acceptance of its proposal by the County of Lanark and the subsequent full execution of a written contract will constitute a contract for the products and services, and no Offeror will acquire any legal or equitable rights or privileges relative to the provision of the products and services, until the occurrence of both such events.

9. Liability for Errors

While the County of Lanark has used considerable efforts to ensure an accurate representation of information of the Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Offerors. The information is not guaranteed or warranted to be accurate, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Offerors from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

10. Term of Contract

It is expected that the contract is to commence June 2010 and complete October 2011.

11. Payment

County of Lanark shall effect payments to the Contractor after acceptance by the Council of the County of Lanark, invoices submitted by the contractor, upon achievement and acceptance of the corresponding milestones.

The County of Lanark will propose a payment schedule that aligns with the project schedule. The County of Lanark will make payment of accounts within thirty (30) days of either the date on which the materials and/or services have been accepted to the satisfaction of the County Council, or the date on which the invoice is received, whichever is later.

Ontario Retail Sales Tax (O.R.S.T.) will not be included in unit prices for which sales taxes are not applicable.

Goods and Service Tax (GST) will be paid in addition to the total invoice price submitted including the current tax rate at time of invoice on applicable items in the total price. The GST/HST will be listed separately.

Changes in taxes due to the introduction of the new Harmonized Sales Tax (HST) are set to take effect starting July 1, 2010. Effective July 1, 2010, the invoice price will be adjusted to account for the new HST changes. The adjusted unit prices will reflect the lower costs as the vendor can claim full HST on the provision of the services.

12. Registration with the Workplace, Safety and Insurance Board (WSIB) (Contractor's WSIB Clearance Certificate)

The County of Lanark will not be held responsible for any injury costs incurred by Contractors and/or Sub-contractors and/or their employees, or for such Contractors' unpaid Workplace Safety and Insurance Board premiums. All Contractors who engage in any business with the County of Lanark must, at time of contract award:

- Submit their Workplace Safety Insurance Board (WSIB) number
- Furnish a Workplace Safety and Insurance Board Clearance Certificate indicating that the Contractor is in good standing upon award of the contract and before starting a project, as required by the County during the term of the contract, and upon completion of the project
- In order to remain valid, this Certificate must be renewed every ninety (90) days, for as long as the contract is in effect for a particular project.

13. Health and Safety

In all cases where construction takes place, the successful bidder is the Constructor under the Occupational Health and Safety Act. All Contractors shall:

- Demonstrate establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation and with the Corporation of the County of Lanark's health and safety policies and requirements. For companies with more than five employees, provide a copy of the company's health and safety policy at time of contract award.
- Include health and safety provisions in their management systems to reach and maintain a consistently high level of health and safety
- Ensure that workers in their employ are aware of hazardous substances that may be in use at their place of work, and wear appropriate personal protective equipment as may be required
- Ensure that all Sub-Contractors also provide the above information to the Contractor who is responsible to provide this to the constructor.
- Upon request at any time from the awarding to the completion of the contract, submit proof of fulfillment of the above noted responsibilities.

14. Comprehensive General Liability Insurance

Without restricting the generality of the Indemnification provisions, the Contractor shall, during the terms of this Agreement provide, maintain and pay for:

- a) Commercial General Liability Insurance with limits of not less than \$2,000,000.00 inclusive for occurrence for bodily injury including death, personal injury and damage to property including the loss of use thereof. Such insurance coverage shall be in the name of the Contractor and shall name the County of Lanark as an additional insured thereof.

- b) The Commercial General Liability Insurance shall include coverage for:
 - a. Premises and operations liability
 - b. Products or completed operations liability
 - c. Blanket contractual liability
 - d. Cross liability
 - e. Severability of interest clause
 - f. Contingent employers liability
 - g. Personal injury liability
 - h. Owner's and Contractor's protective coverage
 - i. Liability with respect to non-owned licenses motor vehicles
- c) Automobile Liability Insurance for owned/leased licensed vehicles with limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property; and
- d) Professional Liability Insurance with a policy limit for each single claim of not less than \$1,000,000.00 and an aggregate or not less than \$2,000,000.00

Evidence of the above insurance, satisfactory to the County of Lanark shall be provided at time of acceptance and signing of contract: A statement must be submitted with proposal indicating that the Consultant is able to obtain a Certificate of Insurance at time of award.

Naming the County as an additional insured in the policy of insurance and the policy shall contain a cross-liability/separation clause.

If the County of Lanark requests to have the amount of coverage increased or to obtain other special insurance for the Services of the Project, then the Contractor shall endeavor forthwith to obtain such increased or special insurance at the County of Lanark expense.

All the above insurance policies shall contain an endorsement to provide all Names Insured and Additional Insured with thirty (30) days prior written notice of cancellation in whole or in part.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way to the detriment of the County of Lanark, nor cancelled by the Contractor until 60 days after written notice by registered mail of such change or cancellations has been delivered to the County of Lanark. Proof of the insurance coverage shall be in a form satisfactory to the County of Lanark prior to the commencement of any work or activity being performed.

15. Indemnification

The Contractor shall indemnify and save harmless the County of Lanark and its employees, officers and agents, from and against all claims, actions, losses, expenses, costs of damages of every nature and kind whatsoever which the County of Lanark, its employees, officers or agents may suffer as a result of the negligence or breach of

contract of the Contractor, its employees, officers or agents in the Performance of this Agreement subjected to the following:

COUNTY OF LANARK PROVIDED INFORMATION: The County of Lanark further acknowledges and agrees that the Contractor will not be held liable for any damages / losses of any kind or nature that may result from the use of inaccurate information or data provided to the Contractor by the County. The County of Lanark agrees to accept full responsibility for the accuracy of all information and data that it provides to the Contractor.

WORK PRODUCT LIMIT: The County of Lanark further acknowledges and agrees that the Contractor cannot warrant the fitness of any records, documents or work product that are (1) incomplete due to early termination or suspension of this agreement; or (2) altered, revised, amended, or modified without the consent or knowledge of the Contractor.

16. Force Majeure

A party hereto shall not be responsible for failures in performance due to Force Majeure.

“Force Majeure” means any circumstance or act beyond the reasonable control of a party to this Agreement claiming Force Majeure, including an intervening act of God or public enemy, war, blockage, civil commotion, fire, flood, tidal wave, earthquake, epidemic, quarantine restriction, a stop-work order or injunction, issued by a court or public authority having jurisdiction, or governmental embargo, which delays the performance of any obligation created by this Agreement beyond its scheduled time, provided such circumstance or act is not expressly dealt with under this Agreement or does not arise by reason of:

- a). The negligence or wilful misconduct of the party claiming Force Majeure or those whom is responsible at law;
- b) Any act or omission by the party claiming Force Majeure (or those for whom it is responsible at law) in breach of the provisions of this Agreement;
- c) Lack or insufficiency of funds or failure to make payment of monies or provide required security; provided further that, in case of an event of Force Majeure affecting the Contractor, the Contractor notifies the County of Lanark as soon as possible and in any event within five (5) working days following the date upon which the Contractor first becomes aware (or should have been aware, using all reasonable due diligence) of such event so that the County of Lanark may verify same.
- d) In any such event, Contractor(s) Agreement and price and schedule shall be equitably adjusted based on the actual work authorized and performed satisfactorily, and rates agreed to in the agreement.

17. Assignment

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other.

18. Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Services.

19. Inspection

The County of Lanark, or persons authorized by the County, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

20. Publication

The Contractor shall obtain the consent in writing of the County of Lanark before publishing or issuing any information regarding the Project.

21. Copyright of Documents

Subject to clause 20, all new Intellectual Property held in any medium, whether electronic or otherwise, shall be jointly owned by the Client and the Consultant. The Client and the Consultant hereby grant to the other an unrestricted royalty-free license in perpetuity to copy or use such New Intellectual Property.

All Pre-existing Intellectual Property shall remain the property of the original owner. The Client's Intellectual Property shall remain the property of the Client. The Consultant hereby grants to the Client, or agrees to procure the grant to the Client of, and unrestricted royalty-free license to use and copy Pre-Existing Intellectual Property to the extent reasonably required to enable the Client to make use of the Services or use, adapt, update or amend the Works. The Client hereby grants to the Consultant, an unrestricted royalty-free license to use and copy the Client's Intellectual Property provided to the Consultant to the extent reasonable required enabling the Consultant to provide the Services.

The Consultant confirms (save in respect of any of the Client's Intellectual Property and subject to clause 20) that the New Intellectual Property, the Pre-existing Intellectual Property, the Services and the Works will not infringe any intellectual property or other rights of any third party.

The Consultant does not warrant the suitability of the New Intellectual Property for any purpose other than the Services or any other use stated in the Agreement.

The Client owns, or has right to use, Confidential Information disclosed or provided to the Consultant under this Agreement.

The ownership of data and factual information collected by the Consultant and paid for by the Client shall, after payment by the Client, lie with the Client.

22. Fraud or Robbery

Should the Contractor any of his/her/its agents give or offer any gratuity, or attempt to bribe any member or the awarding body, officer or servant of the County of Lanark, or to commit fraud against the County of Lanark, the County shall be at liberty to declare the proposal void forthwith, or take the whole or any part of the contract out of the hands of the Contractor and to invoke the provisions of termination.

23. Confidential Information

For a period of two (2) years from the date of completion, or acceptance, of the project regardless of the date of the Contractor ceases to act, work or provide services for, or to, the County of Lanark pertaining to the project:

- a) Information communicated by the County to the Contractor, or by the Contractor to the County, in the course of carrying out the Services provided for herein shall not be either divulged or used by the Contractor on any other project unless prior approval, in writing, is obtained by the county.
- b) Further, any information that is not common knowledge, and may therefore be considered confidential by the County, that is acquired in the course of carrying out the work or developed by the Contractor is part of the work provided herein, shall not be used or divulged by the Contractor unless prior approval, in writing, is obtained from the County of Lanark.
- c) Notwithstanding the foregoing, the obligation of confidentiality shall not pertain to information which:
 - a. Was at the time disclosure, or thereafter became, part of the public domain, or
 - b. Is required to be disclosed by law or court order, where, in such cases reasonable attempts will be made to notify the County of Lanark in advance or doing so.



RFP PD#001-2010 Official Plan

APPENDIX “A” Bidder’s Confirmation Form

Deadline for Submission: March 26, 2010

Company _____

intends to respond to the Request for Proposal RFP PD#001-2010 Official Plan

Direct all correspondence to:

Name: _____

Title: _____

Company: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

SIGNED: _____

Date: _____

FAX OR EMAIL THIS FORM TO:

Jennifer Robitaille, Purchasing Officer
County of Lanark
procurement@county.lanark.on.ca
Fax: (613) 267-2964



RFP PD#001-2010 Official Plan

APPENDIX “B” Bidder’s Declaration *to be placed in Envelope #1*

DEADLINE: April 15, 2010 at 1:30pm. EST

To: THE CORPORATION OF LANARK COUNTY

I/We _____
(title/position)
Of _____
(name of firm)

1. DECLARE that no person, firm or corporation other than the one who's signature or the signature of whose proper officers is attached below, has any interest in this proposal or in the Contract proposed to be undertaken.
2. FURTHER DECLARE that this proposal is made without any connection. knowledge, comparison of figures or arrangement with any other company, firm or person making a proposal for the same work and is in all respects fair and without collusion or fraud.
3. FURTHER DECLARE that no employee of the County of Lanark, or any Member Municipality, or Member of Council and their families is, or will become interested directly or indirectly as a contracting party or otherwise or in the performance of the Contract or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or any of the monies to be derived there from.
4. FURTHER DECLARE that the several matters stated in the said proposal is in all respects true.
5. FURTHER DECLARE that I/We have verified the requirements of the proposed work, and offer to enter into a Contract to do all of the work and to provide all of the labour and all materials mentioned and described or implied therein under the provisions set forth, and to accept in full payment, therefore, the sums stated on the Schedule of Fees and Expenses attached to this proposal.
6. AGREE that this offer is to continue open for acceptance until the formal Contract is executed by the successful Bidder.

Signature of Witness

Signature of Authorized Officer

Name of Witness (print)

Name of Authorized Officer (print)

DATED at: _____, this _____ day of _____

RFP PD#001-2010 Official Plan

APPENDIX “C” Proposal Submission Form *to be placed in Envelope #1*

DEADLINE: April 15, 2010 at 1:30pm. EST

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting Services for Planning, for the sum as may be ascertained in accordance with the Price Schedule (Appendix “D”) attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 90 days from the date fixed for opening of Proposals in the Request for Proposal (RFP), and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that Lanark County is not bound to accept any Proposal it may have received.

Duly authorized to sign Proposal for and on behalf of

Signature and Stamp of Entity (**must** be included if company incorporated)

Dated this day/month/year

Name of representative:

Title:

Address:

Telephone / Fax:



RFP PD#001-2010 Official Plan

APPENDIX “D” Vendor Checklist *to be placed in Envelope #1*

DEADLINE: April 15, 2010 at 1:30pm. EST

This checklist is to be completed and submitted with Proposal demonstrating that all documents and requirements are included in the Proposal.

Item	Included
Managerial / Technical Proposal (Technical Proposal – envelope 1)	
Appendix “A” – Bidder’s Confirmation (Technical Proposal – envelope 1)	
Appendix “B” - Bidder’s Declaration (Technical Proposal – envelope 1)	
Appendix “C” – Proposal Submission Form (Technical Proposal – envelope 1)	
Appendix “D” – Vendor Checklist (Technical Proposal – envelope 1)	
Appendix “E” – Price Schedule (Financial Proposal – envelope 2)	
Appendix “F” – Credit Application Form (Financial Proposal – envelope 2)	
References for Reference Check (Technical Proposal – envelope 1)	

I hereby declare that all items listed above have been included in this proposal with the understanding that failure to do so may result in disqualification from further consideration.

Signature

Printed Name and Title

Date

RFP PD#001-2010 Official Plan

APPENDIX “E” Price Schedule” *to be placed in envelope #2*

DEADLINE: April 15, 2010 at 1:3pm EST

Proposal Financial Information

Any option deviating from the minimum standards that provides benefit must be identified. In the event of any additional costs, these shall be displayed separately in Appendix E.

Discounts may be offered by the Proposer for prompt payment of invoices but such discount will not be taken into consideration in determining which is the lowest proposal unless such discount is based on payment of invoice not less than twenty (20) calendar days after approval by County Council and/or the date on which the invoice is received, whichever is later.

MILESTONE PAYMENT SCHEDULE (submit with envelope 2)

Payments shall be made upon acceptance of Planning Approvals Administrator of the following Milestones: All costs listed below are fixed for the term of the contract. The Payment Schedule includes any business, economic, legal, or practical assumptions that underlie the respondent's Costs. Payment schedule will be based on schedule approved by Steering Committee. Pricing for services provided under the Contract are inclusive of any travel, disbursement, administrative, and all other expenses that may be incurred in the performance of those services. A separate listing of expenses will not be accepted. The Consultant must take into account meetings which may occur outside of regular working hours, and adjust the work schedule so overtime is not required. All expenses and costs are to remain valid for ninety (90) days from deadline of submission.

Phase	Task	Description	Milestone / Deliverable	Schedule (months from project start)	Milestone Payment	
1	4	Kick-Off Meeting	Meeting with MMAH, One-Window Partners, Steering Committee	April 2010	\$	
	5	Collections and Reviewing all Relevant existing background information	Initial consultation with all Stakeholders	May-September 2010	\$	
	6	Discussion Paper and Background Report	Concise inventory of available data and input received which outlines / confirms common issues, trends, facts, assumptions, opportunities and constraints affecting local planning environment.	May-September 2010	\$	
	7	Report	1. Council 2. Public 3. Agencies 4. Stakeholders	October 2010	\$	
	8	FCM Funding	1. Application Part A - Intent to Apply. (mandatory)	May 2010	\$	
			2. Application Part B – Detailed Application (if applicable) (cost to detail credit to be applied if Application A is not successful)	August 2011	\$	
	Total: Phase 1 (excluding applicable taxes) (maximum 25% of total) <i>Payment made upon phase 1 completion and approval from Council</i>					\$

Phase	Task	Description	Milestone / Deliverable	Schedule (months from project start)	Milestone Payment
2	9	Initiation of Phase 1	Appropriate studies and analysis on key subjects	November 2010- February 2011	\$
	10	Draft Policy	<ul style="list-style-type: none"> Outline policy options and recommendations for consideration Supporting studies and/or reports (if any) 	February 2011	\$
	11	Meetings	<ul style="list-style-type: none"> Public Consultation Process Steering Committee 	February 2011	\$
	12	Reports	Policy report presented to Steering Committee	February 2011	\$
	Total: Phase 2 (excluding applicable taxes) (Maximum of 35% of total Payment made upon phase 2 completion and approval from Council)				
3	13	Refine Draft Policies	Policy refinement	February-March 2011	\$
	14	Meetings	<ul style="list-style-type: none"> Draft Policy Review and Community Development Committee Final Report to Council Public Meeting 	April - August 2011	\$
	15	Reports	Draft Official Plan	June 2011	\$
	Total: Phase 3 (excluding applicable taxes) (maximum of 20% of total Payment made upon phase 3 completion and approval from Council)				
4	16	Reports	<ul style="list-style-type: none"> Final Official Plan submitted to Ministry 	August 2011	\$
	17	Reports	<ul style="list-style-type: none"> Final Official Plan approved by Ministry 	September 2011	\$
	Total: Phase 4 (excluding applicable taxes) (maximum of 10% paid when final report submitted to Ministry and remaining 10% paid upon Ministry approval of final report)				
Grand Total of All Phases (excluding applicable taxes)					\$

LANARK COUNTY

Additional Costs	1	Project Management	Above that already listed in individual phases	As required	\$
	2.	Reporting	Above those all ready listed in individual phases	As required	\$
	3	Meetings	Above those all ready listed in individual phases	As required	\$



RFP PD#001-2010 Official Plan

APPENDIX “F” Credit Application Form” *to be placed in envelope #2*

**CUSTOMER’S AUTHORIZATION TO RELEASE AND TRADE INFORMATION.
I/WE HEREBY AUTHORIZE THE CORPORATION OF LANARK COUNTY TO INVESTIGATE MY/OUR
CREDIT WORTHINESS AND WILL PROVIDE ADDITIONAL FINANCIAL STATEMENTS AS DEEMED
NECESSARY.**

PREPARED BY: _____ **TITLE:** _____ **DATE:** _____

BILLING-SHIPPING INFORMATION

Official Company Name: _____

Address: _____

Telephone #: _____ Main Facsimile #: _____

BUSINESS INFORMATION

Check one: () Corporation () Partnership () Subsidiary of or () Division () Owner

Years in Operation: _____ Type of Business: _____

Net Worth: _____ Sales per Year: _____

President/CEO/Owner: _____

V.P. Finance: _____

A/P Manager: _____

BANK INFORMATION

Bank Name: _____

Account No: _____ Contact Name: _____

Complete Address: _____

Telephone Number: _____ Main Facsimile #: _____

TRADE REFERENCES

1. Company Name: _____ Contact: _____ Tel #: _____
2. Company Name: _____ Contact: _____ Tel #: _____
3. Company Name: _____ Contact: _____ Tel #: _____