



THE CORPORATION OF THE CITY OF MARKHAM
101 Town Centre Boulevard
Anthony Roman Centre
Markham, Ontario
L3R 9W3

REQUEST FOR PROPOSAL
119-R-22
MARKHAM ECONOMIC DEVELOPMENT AND CULTURE STRATEGY

CLOSING TIME: Monday, May 30, 2022 @ 3:00:00 p.m. local time

MANDATORY SITE MEETING: N/A

DOCUMENT PICK-UP:

This document is available for purchase at <https://markham.bidsandtenders.ca> for the non-refundable sum of \$25.00 (including H.S.T.).

If you require assistance, please contact 1-800-594-4798 (8:00 a.m. - 5:00 p.m. EST) or support@bidsandtenders.ca.

BID SUBMISSION:

The Corporation of the City of Markham shall **ONLY** accept **ELECTRONIC BID SUBMISSIONS** submitted through the City's Bidding System Website. Bid submissions submitted and/or received by any other method shall be rejected, unless the City has instructed otherwise by published Addendum.

All Bids must be submitted electronically only via the Bidding System, no later than the specified Closing Time. Late Bids will not be accepted by the City's Bidding System.

Bidders are cautioned that the timing of Bid Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, etc.

PROCUREMENT REPRESENTATIVE

Darius Chung, Senior Buyer, Procurement Services Department
Phone: 905-477-7000, Ext. 2025 Email: dchung@markham.ca

NOTE: Bid questions and submissions are to be submitted through the Bidding System.

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SCHEDULE A – BID FORMS

The following sections of the Bid Form are required to be completed by the Bidder:

Schedule of Prices

- **Credit Card Acceptance**
- **Payment Terms**
- **Bid Price (Excluding Taxes)**
- **Summary Table**

Specifications

- **Section 9.1 – Bidder Profile**
- **Section 9.1 – Related Experience, Knowledge, Qualifications & Capability in Delivering the Services**
- **Section 9.1 - Proposed Team and Resources**
- **Section 9.2 - Community Engagement Approach**
- **Section 9.3 - Strategy and Action Plan Development Approach and Presentation**

References

- **Unresolved Litigation**
- **9.1 (b) Projects of Similar Size and Scope**

Subcontractors

- **Relevant Subcontractor List**

Declarations

Note: Schedule A above is an electronic section that needs to be inputted on <https://markham.bidsandtenders.ca> in order to create a Bid Submission. The inclusion of this section in this Bid Document is for preview purposes only.

1. PROJECT DESCRIPTION

The City is soliciting proposals from experienced Consultants to develop Markham's new five-year Economic Development and Culture Strategy (EDCS). To prepare the EDCS, the Successful Bidder will engage the community and stakeholders to conduct various analysis and deliver a strategic action plan.

The Successful Bidder will also be required to attend and facilitate workshop sessions to present findings, recommendations, and support the goals and objectives of the EDCS.

1.1 PROJECT BACKGROUND

The City's 10-year Economic Strategy– Markham 2020 was first adopted by Council in 2008 and performance review of Markham 2020 was subsequently conducted in 2016. Markham's strategy is now 10 years old and is in need of updating. Some key objectives of the new economic strategy is to address the following:

- Comparative advantage & opportunity;
- Priority investment targets & best means of investment attraction;
- Business retention & after-care strategies & resourcing;
- Entrepreneurship & new business formation;
- Talent/labour force evaluation & development program; place-making/city-building evaluation as it relates to business and talent attraction;
- A 5 year marketing plan with tactics to strengthen strategic messaging to target audiences.

See link to Markham's current Economic Strategy:

<https://www.markham.ca/wps/portal/home/business/economic-development/economic-strategy>

2. COVID-19 VACCINATION POLICY

The City of Markham is committed to taking every precaution necessary for the health and safety of City employees, contractors, sub-contractors and consultants from the hazard of COVID-19. Full vaccination has shown to be effective in reducing the COVID-19 virus transmission.

Effective November 1, 2021, staff, contractors, sub-contractors and consultants acting on behalf of the City of Markham and performing work in any City of Markham facility are required to be fully- vaccinated against COVID-19 in order to attend such facility and must show proof of full vaccination. Acceptable documents serving as evidence of full COVID-19 vaccination include:

- A digital or physical COVID-19 Dose Administration Receipt issued by the Ontario Ministry of Health and Long Term Care or QR code confirming the individual is fully vaccinated
- If received outside of Ontario, medical records signed by a licensed health care provider indicating COVID-19 vaccine name and date(s) of administration

Individuals failing to provide the above noted evidence will not be permitted entry to any City of Markham facility.

In addition to the full vaccination requirement, the COVID-19 health and safety precautions implemented by the City of Markham (i.e. wearing a mask or face covering, using personal protective equipment (PPE), physical distancing, frequent hand washing and hand sanitizing, frequent sanitization of high touch areas, etc.) will continue to be maintained (and revised, as necessary) in accordance with guidance from public health.

Contractors must also adhere to the requirements outlined in the City of Markham COVID-19 Workplace Health & Safety Contractor Guide and have a COVID-19 Workplace Safety Plan developed and available for review at the work site as legislatively required by the Ministry of Health and Ministry of Labour.

We appreciate the ongoing efforts of all City of Markham Contractors, Sub-Contractors and Consultants during the COVID-19 pandemic. The City of Markham will continue closely monitor its COVID-19 risk mitigation strategy, and the evolving public health information and context, to ensure that it continues to optimally protect the health and safety of individuals in the workplace and the public that they serve.

3. CONTRACT

By submitting a completed Bid Form, the Bidder agrees to be bound by the terms and conditions of this Request for Proposal and the following: The City's General Terms and Conditions (attached hereto) and the City's Purchasing By-law # 2017-8, which can be found on the City's website:

<https://www.markham.ca/wps/portal/home/business/bids-tenders/bylaw-terms-and-conditions/05-by-law-terms-and-conditions>

All capitalized terms used herein and not otherwise defined shall have the meanings assigned in the City's *General Terms and Conditions*.

The evaluation of the Bid prices will be based on the **Bid Price (Excluding Taxes) set out in the "Summary Table"**. **Submission of the Bid Price (Excluding Taxes) in the Summary Table is a MANDATORY requirement of this Request for Proposal. The failure by a Bidder to submit the Bid Price (Excluding Taxes) shall result in the Bid being rejected as non-compliant.**

The Bidder agrees that this Request for Proposal, the City's *General Terms and Conditions (Parts I and III)*, the Successful Bidder's submission, the Purchase Order, and any other written agreement between the City and the Successful Bidder regarding the Work shall form the Contract between the City and the Successful Bidder.

4. CONTRACT TERM

4.1 All the Work must be completed by February 28, 2023 ("Contract Time") unless otherwise specified in the Contract.

Note: It is the successful bidder's responsibility to maintain insurance documentation until the end of the warranty period and forward updates to the Procurement Division prior to the expiry date.

5. VENDOR PERFORMANCE EVALUATION

The performance of the Successful Bidder will be evaluated at the completion of the Work based on the criteria and metrics outlined in the City of Markham’s “Vendor Performance Management” procedures. The City’s Project Manager will use a pre-determined scorecard to ensure an objective assessment of a Vendor’s or Service Provider’s performance, by applying established evaluation criteria such as: Quality, Project Management (Health and Safety, Schedule Management, Communications), cost control (budget management) and performance of product during warranty period.

Performance evaluation may be used to provide feedback to the Vendor/Service Provider; to provide the Vendor/Service Provider with the opportunity to implement performance improvements during the Contract; and to justify an award or non-award of future Contracts by the City in accordance with the terms of the City of Markham’s “Vendor Performance Management” procedures. Continued incidence of non-compliance can be reflected in the Vendor/Service Provider’s performance evaluation and may affect the ability to work for the City in the future.

6. ANTICIPATED SCHEDULE

It is anticipated that the procurement process will be administered as follows:

Deadline for submitting Questions	Thursday, May 19, 2022 by 5:00p.m.
Deadline for responding to Questions	Wednesday, May 25, 2022 by 5:00p.m.
Closing date and time	Monday, May 30, 2022 @ 3:00p.m. local time
Award timeframe	June 2022
Project commencement	June-July, 2022
Work completion	February 28, 2023

Note: Although every effort will be made to adhere to this schedule, the City, in its sole discretion, reserves the right to change the dates without notification as and when required. This schedule is for information purposes only and is not to be relied upon.

7. SCOPE OF WORK/SPECIFICATIONS

The Specifications and Scope of Work (collectively, the “Work”) for this project are as set out in this Request for Proposal, as may be amended by addendum issued by the City.

The Successful Bidder will develop a five-year Economic Development and Culture Strategy (EDCS). The EDCS will be largely guided by data driven analysis of the City’s economic composition, as well as community values and stakeholder input, as such the development of the EDCS will include a broad range of community-wide engagement facilitated by the Successful Bidder.

This includes but is not limited to public open houses/information sessions, surveys, online and traditional media outreach, workshops, focus groups, pop-up events, and engagement with First Nations communities, as well as presentations to Council, business and industry associations, and cultural and arts organizations. The City is looking to Consultants who can deliver innovative techniques and approaches both online and in-person that will successfully

achieve effective, equitable and inclusive engagement in multiple languages (specifically Mandarin and Cantonese).

The services shall include, but will not be limited to:

Task 1: Economic Base Analysis (3 Months)

1.1 Community Context

- a. Create a situational analysis including opportunities and challenges based on the environment that currently exists within the City.
- b. Review and analyze existing demographic and socio-economic data, labour force characteristics and other key economic data.
- c. Review relevant historic studies and reports related to the City's economic development and cultural investments and initiatives.
- d. Identify the City's economic and cultural assets and its competitive advantages.

1.2 Economic and Cultural Sector Analysis

- a. Identify and review the City's current economic make-up by sector.
- b. Based on the City's current economic assets and potential synergies given future markets, identify key economic growth sectors that the City should focus its efforts and investments on.
- c. Identify and review the City's historic foreign direct investment successes, including market sources and sectors.
- d. Review current trends in foreign direct investment into Canada and the GTA, including sources and sectors.
- e. Identify and review the City's entrepreneurship and startup eco-system assets and partners.
- f. Benchmark the City's investments in economic development with similar sized Canadian cities.

1.3 Arts and Cultural Sector Analysis

- a. Identify and review the City's arts and culture assets, such as facilities, programming, events and activities, including City, not-for-profit and for-profit driven, to understand the local eco-system and their relationships with the City.
- b. Based on the City's current arts and cultural assets and potential synergies given future opportunities, identify key growth opportunities that the City should focus its efforts and investments on.
- c. Benchmark the City's investments in arts and culture with similar sized Canadian cities.

1.4 Talent and Workforce Analysis

- a. Identify and review the City and broader region's talent and workforce to identify gaps and requirements to attract talent.

Task 2: Community and Stakeholder Engagement (3 Months)

The Successful Bidder shall provide details on their methodology and strategies to ensure successful engagement and input, based on the following suggested concepts:

- a) Council: a facilitated workshop session to develop a compelling vision for the EDCS, as well as a number of update presentations throughout the process through to approval. Anticipating at least four meetings in total – an initial workshop, as well as up to three updates / presentations.
- b) Internal Staff Engagement: a facilitated workshop session to engage an interdisciplinary internal City staff team to identify connections and alignment with the EDCS, including developing initial priorities, reviewing the draft EDCS, and setting the stage for collaboration on implementation.
- c) Economic Development Stakeholder Engagement: engage a group of economic development stakeholders comprising business community stakeholders that will provide input into the development and review of the EDCS (anticipating at least three meetings).
- d) Cultural Stakeholder Engagement: engage a group of arts and culture stakeholders that will provide input into the development and review of the EDCS (anticipating at least three meetings).
- e) Stakeholder Interviews: an opportunity of business leaders, local businesses, cultural and arts organizations to communicate their vision for the future economic and cultural growth of the City and the actions required to achieve that vision.
- f) Community Surveys – undertake two community surveys, including:
 - a. Markham Residents Arts and Culture Survey - undertake a survey to understand the perceptions, behaviours and expectations of Markham residents in relation to arts and culture.
 - b. Business Community Survey – undertake a survey to Markham businesses to gather their insight and feedback on programming and resources to support their growth in Markham.
- g) Community Engagement: broader engagement with the community, through a combination of in-person and online forums to gather insight and ideas to support the future economic and cultural make-up of the community.
- h) Youth and Student Engagement: engage a group of young residents, including secondary and post-secondary students, to share their vision for the future economic and cultural growth of the City and the actions required to achieve that vision.
- i) Sector-Based Focus Group Discussions: while the City's desire is to focus on economic development and cultural broadly, the EDCS should also give particular consideration to key sectors of the local economy. Distinct processes should target technology, innovation, and creative industry space. Focus group discussions in sectors such as manufacturing, development, film and television production, arts and culture, post-secondary education, and small business are also desirable.

Task 3: Strategy and Action plan Development (4 Months)

In considering the information provided in this Request for Proposal, respondents shall complete the tasks and provide deliverables as follows:

3.1 Goals, Objectives and Targets

- a. Develop goals, objectives and targets to support the implementation recommendations created as part of the EDCS.

3.2 Arts and Culture Action Plan

- a. Develop an arts and culture action plan that is focused on growing the diversity of the assets and programming, integrates it into the planning processes of the City, highlights its importance in driving quality of life, driving tourism, and attracting talent and investment.
- b. Identify proposed activities, programs and investments to support arts and culture in the City, including implementation timelines, and required resources and partnerships.

3.3 Community Economic Action Plan

- a. Develop a community economic development action plan with a focus on supporting healthy local economic opportunities in the City's neighborhoods, with a focus on Markham Centre, Main Street Markham, Downtown Unionville, Milliken Mills, and other neighborhoods identified through the consultation process.
- b. Identify proposed activities, programs, partnerships and investments to support community economic development in these communities, with a focus on local entrepreneurship, small business support, place making, arts and culture.
- c. The action plan should include implementation timelines and required resources.

3.4 Business Retention and Expansion Action Plan

- a. Develop a business retention and expansion action plan focused on assisting the targeted economic and cultural sectors to continue their growth within the City.
- b. Identify proposed activities and programs to support the business retention and expansion action plan, including implementation timelines, and required resources and partnerships.

3.5 Foreign Direct Investment Action Plan

- a. Develop a foreign direct investment action plan focused on attracting investment in the target economic and cultural sectors.
- b. The action plan should include target sectors, target markets, proposed activities and programs to support investment attraction, implementation timelines, and required resources and partnerships.

3.6 Entrepreneurship and Startup Eco-System Action Plan

- a. Identify proposed activities and programs to support the growth of entrepreneurship and startups in the City, with a specific focus on target economic and cultural

sectors, including artists and community-based entrepreneurs (i.e. main street, small businesses, etc.).

- b. The action plan should include implementation timelines, and required resources and partnerships.

3.7 Talent and Workforce Action Plan

- a. Identify and review the City and broader region's talent and workforce to identify gaps and requirements to attract talent that aligns with the sectors of focus determined through the economic analysis.
- b. Develop a talent attraction action plan that aligns with the target economic and cultural sectors, including proposed activities and programs, implementation timelines, and required resources and partnerships.

3.8 Messaging and Communications

- a. Development of key messages to support and promote the goal and objectives of the EDCS.
- b. Development of a community profile to promote the City's targeted economic and cultural sectors.
- c. Development of a communications plan, including channels and tactics to support the City's targeted economic and cultural sectors.

3.9 Organizational Design

- a. Develop a recommended organizational design and required resources to meet the goals, objectives and targets of the EDCS.

Task 4: Strategy Design and Presentation

- a. Develop a graphic designed final document of the EDCS and associated presentation.

8. EVALUATION CRITERIA AND SELECTION PROCESS

Bids shall be evaluated in accordance with the Evaluation Criteria identified below. Bidders are required to address these criteria in sufficient depth in their Bids to permit a full evaluation of their Bid submission. **The onus is on the Bidder to demonstrate that it meets the requirements specified in this RFQ.**

Bids shall be assessed on the information provided by the Bidder at the time of submission as well as any additional information provided during subsequent communications with the Bidder.

All Bids shall be submitted on the understanding that the selection of a Bid for discussion by the Evaluation Committee shall not thereby result in the formation of a Contract, nor shall it create any obligation on the City to enter into further discussions

In conducting its evaluation of the Bids, the City may, but shall have no obligation to do the following:

- (a) Seek clarification or verification from Bidders regarding any or all information provided by them with respect to the RFP;
- (b) Contact any or all the references supplied by Bidders to verify and validate any information submitted by them;
- (c) Request, before award of any Contract, specific information with respect to Bidder's legal status;
- (d) Interview, at the sole cost of the Bidder, any Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the RFP.

Bidders not complying with any request related to any of the above items may result in the Bid being rejected as non-compliant. By submitting a Bid, the Bidder agrees to be bound by the process set out in this RFP regarding the conduct of this RFP and the evaluation process.

Evaluation Criteria		Weight	
STAGE I	Qualifications and Technical Proposal	1. Experience and Qualification of the Consultant: The Bidder will be evaluated based on the responses provided by the Bidder to Section 9.1 of this RFP.	25 points
		2. Community Engagement Approach: The Bidder shall be evaluated based on the responses provided by the Bidder to Section 9.2 of this RFP.	20 points
		3. Strategy Approach: The Bidder shall be evaluated based on the responses provided by the Bidder to Section 9.3 of this RFP.	20 points
		4. References: The Bidder shall be evaluated based on the responses provided by the Bidder to Section 9.1(b) of this RFP.	5 points
Total – STAGE I		/70 points	

STAGE II	Financial Proposal	The Financial Proposal will be based on the evaluation of the Bid Price submitted via the SCHEDULE A – Bid Forms (Schedule of Prices) .	30 points
Total – STAGE II		/30 points	
Total Score – (STAGE I + STAGE II)		/100 points	

STAGE III	Interview	<i>Note: Stage III is not a mandatory requirement of the evaluation process and will be conducted at the sole discretion of the City.</i>	10 points
Total – STAGE III		/10 points	

	Grand Total	110 points
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THREE STAGE PROCESS

Submissions will be evaluated using a **THREE STAGE PROCESS**. Evaluation of Bids will be based on all the above evaluation criteria and any other relevant information provided by the Bidder(s). Bids will be scored based on meeting or exceeding the expectations and requirements of the City with respect to the evaluation criteria.

STAGE I: Qualifications and Technical Proposal

Submissions will be evaluated against the technical criteria set out herein. The total evaluation for Stage I will be scored out of 100 points and those Bidders who score a minimum of 75 points out of 100 will be qualified to continue to Stage II (Financials).

STAGE II: Financial Proposal (SCHEDULE A – Bid Forms (Schedule of Prices))

Upon completion of Stage I, the Financial Proposal (**SCHEDULE A – Bid Forms (Schedule of Prices)**) provided by those Bidders who are qualified from Stage I, meeting a minimum score of 75 points out of 100 points, will be evaluated. Stage II will consist of a scoring of the submitted financial proposal.

The evaluation of the **Bid Price (Excluding taxes)**, as submitted via the **SCHEDULE A – BID FORMS (Schedule of Prices)**.

Upon completion of Stage I and Stage II, the highest ranked Bidders will be selected by the City (in its sole discretion) to continue to Stage III of the evaluation.

The score for the remaining Bids will be calculated as follows:

$$= (1 - [(A - B)/B]) \times 30, \text{ where } A = \text{Bid Price, and } B = \text{Lowest Bid Price}$$

The City reserves the right, in its sole discretion, to shortlist highest ranked Bidders under Stage I for further evaluation via Stage III - Presentation. If Stage III is not conducted by the City, an award decision will be made by the City after Stage II.

STAGE III – Interview:

Stage III is not a mandatory requirement of the evaluation process and will be conducted at the sole discretion of the City.

The City reserves the right, in its sole discretion, to shortlist highest ranked Bidders for further evaluation via Stage III – Interview. Stage III will consist of a scoring by the Evaluation Team of interviews to further evaluate the short listed Bidders against the requirements of this RFP, the results of which may alter the final scoring.

The short listed Bidders will be invited to undertake an interview process with the City's Interview Selection Panel. The Interview Selection Panel will then recommend up to three (3) preferred candidates for a second interview. The second round of interviews will be conducted (at the sole discretion of the City) by the Interview Selection Panel, the City Solicitor, Commissioner of Corporate Services, and the Chief Administration Officer.

If Stage III is not conducted by the City, an award decision will be made by the City after Stage II.

The “Grand Total” score will be based on the cumulative score of Stage I, Stage II and Stage III (if applicable).

EVALUATION OF BIDS

Evaluation of Bids will be based on all the above evaluation criteria and any other relevant information provided by the Bidder(s). Bids will be scored based on meeting or exceeding the expectations and requirements of the City with respect to the evaluation criteria.

REFERENCE CHECKS / REGULATORY CHECKS

The City reserves the right (in its sole discretion) to conduct reference checks on the Bidders, the results of which may affect the award decision. Reference checks may not be limited to those supplied by the Bidder.

The City reserves the right (in its sole discretion) to make enquiries regarding any complaint, enforcement and/or disciplinary matter regarding any Named Key Personnel or representative of your firm (including, without limitation, recent enforcement decisions, discipline decisions, charges and convictions), the results of which may affect the award decision.

The City reserves the right (in its sole discretion), not to award to the lowest priced Bidder, the highest ranked Bidder or to any Bidder whose reference checks or regulatory checks do not meet or exceed the expectations of the City (as determined by the City in its sole discretion).

RIGHT TO NEGOTIATE

The City reserves the right, in its sole discretion, to negotiate with the highest ranked Bidder (as applicable), and whose reference checks meet or exceed the expectations of the City.

If an acceptable contract cannot be concluded with the highest ranked Bidder, the City reserves the right to negotiate a contract acceptable to the City with the next highest ranked Bidder(s) in succession.

CITY’S RIGHTS UPON CONCLUSION OF THE EVALUATION PROCESS

Upon conclusion of the evaluation process described above, the City reserves the right, in its sole discretion, not to award to the highest ranked Bidder or to any Bidder whose reference checks do not meet or exceed the expectations of the City (as determined by the City in its sole discretion) regarding past performance, timely project completion, experience, qualifications, appropriate manpower or any other criteria deemed necessary by the City to meet the requirements of this RFP.

9. PROPOSAL CONTENT AND DELIVERABLES

To facilitate a more uniform and consistent review of all submissions, Bidders are requested to complete the online [Bid SCHEDULE A – Bid Forms \(Specifications\)](#) in the Bidding System and [upload the mandatory documents online](#).

The Bid shall contain the following sections:

9.1 Experience and Qualification of the Consultant (Weight = 30 points):

Bidder Profile

Bidders should have the personnel, organization culture and financial resources to ensure their ongoing ability to deliver and support the proposed project within the commencement period of the Contract. In order to evaluate the Bidder as a viable and sound enterprise, include the following information with respect to the Bidder:

- Year Established;
 - No. of Years in Business;
 - Legal Structure of Bidder : Corporation/Sole Proprietor / Partnership/Other
 - Names and Titles of project team;
 - Total number of employees;
 - Identify all major clients;
 - Company description and background;
 - Include a statement, which describes the degree to which the scope of work of this RFP represents the core work of the Bidder. Include evidence that the team has the infrastructure, suitability and resources to fulfill the City's requirements and expectations of this RFP. Include project portfolio and experience of previous work indicating the competence and track record in the marketplace with regard to services required by the City. Include key aspects that distinguishes you from others in the marketplace.
- Complete [online](#) form: **SCHEDULE A – BID FORMS (Specifications)** - “Section 9.1 - Bidder Profile”

Related Experience, Knowledge, Qualifications & Capability in Delivering the Services

- A description of the Bidder's experience with the offering of similar services comparable in nature, size and scope;
 - A description of the of the Bidder's necessary skills, qualifications, expertise and capability in the delivery of the said services;
 - A description of the Bidder's experience in developing strategic plans for municipalities of similar size, complexity, and nature;
- Complete [online](#) form: **SCHEDULE A – BID FORMS (Specifications)** - “Section 9.1 - Related Experience, Knowledge, Qualifications & Capability in Delivering the Services”

Proposed Team and Resources

Bidders are requested to provide the following:

- (a) Qualification and experience of each assigned team member, including education and a list of all certifications and designations (i.e. P.Eng, C.E.T, Training etc.)
- Complete [online](#) form: **SCHEDULE A – BID FORMS (Specifications)** - “Section 9.1 (a) Proposed Team and Resources”
- (b) Provide a minimum of three (3) projects that are similar in size and scope within the last 5 years (e.g. municipal strategy implementation). Preference will be given to projects with municipalities, school boards and other government bodies.

Each Proponent shall select at least **Three (3) of the submitted projects as references.**

- Complete **online** form: SCHEDULE A – BID FORMS (Specifications) - “Section 9.1 (b) Projects of Similar Size and Scope”
 - (c) Resumes for the intended Project Manager and all key team members
 - Upload document(s)
- Bidder to complete **upload** documents: SCHEDULE A – BID FORMS (Document Uploads) — “Resumes of Project Manager and Key Team Members Proposed Team ”

9.2 Community Engagement Approach (Weight = 20 points):

It is important the Work be undertaken by a Bidder who can demonstrate specific knowledge and experience in performing similar work for projects of comparable nature, size and scope. In order to evaluate the Bidder’s community engagement approach, include the following information with respect to the Bidder:

- (a) A statement of understanding of the Work - This should include an indication of the nature of the work involved, approach to meeting the overall objectives and any anticipated conflicts and problems related to the implementation of the service. The statement should demonstrate that the Bidder is familiar with the particular requirements of the type of Service, and is conversant with strategic planning services for municipalities to show Bidder’s skills and capabilities to undertake the tasks of the service.
- (b) Methodology and approach to meet service objectives - provide a description of the methodology and approach to manage the delivery of the Bidder’s services in compliance with the requirement of the assignment as mentioned in the Scope of Work.
 - A summary of risks/problems/issues associated with the work and how they will be mitigated;
 - A detailed account of the process for the services required;
 - An indication of how soon the Bidder can commence Work, including key dates for major deliverables;
 - State assumptions regarding roles and involvement of City staff and the estimated amount of their time involvement.

- Complete **online** form: SCHEDULE A – BID FORMS (Specifications) - “Section 9.2 Approach, Methodology and Work Plan”

9.3 Strategy and Action Plan Development Approach and Presentation (Weight = 20 points):

- (a) A statement of understanding of the Work - This should include an indication of the nature of the work involved, approach to meeting the overall objectives and any anticipated conflicts and problems related to the implementation of the service. The statement should demonstrate that the Bidder is familiar with the particular requirements of the type of

Service, and is conversant with strategic planning services for municipalities to show Bidder's skills and capabilities to undertake the tasks of the service.

(b) Methodology and approach to meet service objectives - provide a description of the methodology and approach to manage the delivery of the Bidder's services in compliance with the requirement of the assignment as mentioned in the Scope of Work.

- A summary of risks/problems/issues associated with the work and how they will be mitigated;
- A detailed account of the process for the services required;
- An indication of how soon the Bidder can commence Work, including key dates for major deliverables;
- State assumptions regarding roles and involvement of City staff and the estimated amount of their time involvement.

(c) Time/Task Matrix - a project fees spreadsheet prepared using Microsoft Excel showing the schedule and estimated time in hours to be spent by each project team member on each task mentioned in this RFP.

➤ Bidder to upload document: [SCHEDULE A – BID FORMS \(Document Uploads\)](#) — “9.3”

9.4 References (Weight = 5 points):

Bidders will be evaluated based on their references in section 9.1 (a).

10. **AMENDMENTS TO THE CITY'S GENERAL TERMS AND CONDITIONS**

The following amendments shall apply to the City's General Terms and Conditions for the purposes of this Request for Proposal:

Delete Section 3 (Mandatory Site Meeting)

Amend section 8.2 (Bid Price) - the entire sub-section shall be deleted and replaced with the following:

Bid Price

The Bid Price shall include all labour, materials, products, equipment, services, cash allowances, costs, expenses, disbursements, duties, overhead and profit required to complete the Work, with the unit price for each Work item detailed in the Bid (if required by the Quotation).

COVID-19-Specific Bid Price Addition

When completing the Bid Form, the City requires that all Bidders incorporate the following into the **Bid Price**:

- i. any COVID-19 related health and safety measures;
- ii. anticipated impacts on productivity and overhead costs; and,
- iii. any other costs related to COVID-19, that can be reasonably anticipated at the time of Bid Submission.

Amend section 7.7 (Bid Submission) - the entire sub-section shall be deleted and replaced with the following:

COVID 19 – IRREVOCABILITY PERIOD

Due to the COVID 19 Pandemic, the City has the sole discretion to take up to ONE HUNDRED AND TWENTY (120) Business Days from the Closing Time to accept the Bid, or as provided in Section 15 the City may, in its sole discretion, cancel this Quotation. Bids shall be irrevocable for a period of ONE HUNDRED AND TWENTY (120) Business Days from the Closing Time (the “Irrevocability Period”).

Delete Part III, Section 18 (Force Majeure) and replace with the following:

18. Force Majeure

Neither the City nor the Contractor shall be liable for default or delay in the performance of obligations under the Contract due to causes beyond the reasonable control of (and not due to the fault or negligence of) the party affected, including, without limitation, natural disasters, plagues, epidemics, war, insurgence, terrorism, and power outages. The Contractor shall give the City prompt written notice when any such cause has or appears likely to prevent or delay deliveries and/or performance of the Work and shall take appropriate action to avoid or minimize such default or delay. For the duration of any default or delay, the Contractor shall keep the City apprised of the effect of the cause on the affected obligation(s) and the actions being taken to avoid or minimize the default or delay.

Written notice under this clause shall include: (i) the obligation(s) that cannot be performed and/or will be delayed because of the cause; (ii) a description of how the cause prevents and/or delays performance of the obligation(s); (iii) a description of the actions the Contractor is taking to avoid or minimize the default or delay; and (iv) an estimate of the time of the delay in performance of the obligations.

If any such default or delay threatens to impair the Contractor’s ability to meet delivery requirements for materials, supplies and/or services, the City shall have the right, without any liability to the Contractor, to terminate the portion or portions of the Contract so affected upon written notice to the Contractor.

COVID-19-Specific Force Majeure Addition

The City and the Contractor acknowledge that in March 2020 the World Health Organization declared a global pandemic of the virus leading to COVID-19. The Governments of Canada and the Province of Ontario responded to the pandemic with legislative amendments, controls, orders, requests of the public, and requests and requirements to the parties to change their activities in various ways (collectively, the “**Governmental Response**”). It is uncertain how long the pandemic, and the related Governmental Response, will continue, and it is unknown whether there may be a resurgence of the virus leading to COVID-19 or any mutation thereof (collectively, the “**Virus**”) and resulting or supplementary renewed Government Response. Without limiting the foregoing paragraphs, neither the City nor the Contractor shall be liable to the other or be deemed to be in breach of this Contract for any default or delay in rendering performance arising

out of: (i) the continued spread of the Virus; and (ii) the continuation of or renewed Governmental Response to control the spread of the Virus.

Dates or times of performance shall be extended to the extent of delays excused by this clause, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay shall, so far as practicable, use appropriate efforts to minimize and mitigate the extent, effect and period of any such delay or non-performance.

Delete: Part III, Section 21 (Payment) and replace with the following:

21.1 Unless otherwise specified in the Contract, all prices shall be in Canadian dollars and payment shall be made thirty (30) calendar days after receipt of an approved invoice by the City. Where applicable, taxes shall be shown separately.

21.2 If the Work involves progress payments, the invoice schedule shall be based on the Work schedule and milestones as outlined in the Contract. The Contractor shall invoice the City monthly on a time and expense basis, charging the goods/services/actual hours/disbursements, as applicable, incurred each month up to the Contract amount. The Contractor, when invoicing for expenses, shall provide receipt for those expenses.

21.3 Where there is a question of non-performance by the Contractor, payment in whole or in part may be withheld by the City. In the event that the City is entitled to a discount for prompt payment, the withholding of payment as provided herein shall not deprive the City from taking such discount.

GENERAL TERMS AND CONDITIONS – CONSULTANT

PART I – DEFINITIONS

The terms below shall have the following meanings:

“**Bid**” means the offer of a Bidder to furnish goods or services in response to a Quotation issued by the City.

“**Bidder**” means any individual, corporation or other person submitting a response to a Quotation issued by the City.

“**Bid Form**” means the “Bid Form” section of the Quotation, which must be completed by the Bidder and include the Bid Price.

“**Bid Price**” means the total bid price for the Work as specified in the Bid, EXCLUDING all applicable taxes.

“**Bidding System**” means the City’s online web-based solution for issuing solicitations and/or receiving online bid submissions and posting bid results.

“**Business Days**” means a day other than a Saturday, Sunday, statutory holiday or other holiday that is observed by the City.

“**City**” means The Corporation of the City of Markham, and shall include any elected official, director, officer, employee or agent of the City who has been authorized to act on its behalf.

“**Closing Time**” means the date and time that all Bids must be received by the City as specified in the Quotation.

“**Competent Person**” means a person who is qualified because of knowledge, experience and training to organize the Work and its performance, is familiar with the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1 and Regulations, as amended, that apply to the Work, and has knowledge of any potential or actual danger to health or safety in the workplace.

“**Conflict of Interest**” means a situation in which the personal, private or commercial interests of a Bidder, Consultant or Subconsultant (or their directors, officers, employees, or agents) conflict with the interests of the City.

“**Contract**” means the legally binding agreement between the City and the Successful Bidder, which agreement is comprised of the Quotation, the Bid, the Purchase Order and any other written agreement between the City and the Successful Bidder regarding the Work, unless otherwise specified in the Quotation.

“**Contract Award**” means the notice in writing (signed by a duly authorized representative of the City) that a Bidder has been selected as the Successful Bidder for the purposes of a Quotation.

“**Consultant**” means the Successful Bidder which has been awarded the Contract by the City for the Work.

“**Council**” means the Council of The Corporation of the City of Markham.

“**Deliverables**” means all services, materials, plans, designs, drawings, data, products, equipment, devices, hardware, software or other deliverables created, developed, prepared or provided by or on behalf of the Consultant in connection with the Work or the Consultant’s obligations under the Contract.

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“**General Terms and Conditions**” mean the City’s *General Terms and Conditions*, as may be revised by the City from time to time.

“**Purchase Order**” means the form of purchase order used by the City to procure goods and/or services.

“**Purchasing By-law**” means the by-law enacted by Council with respect to the procurement of goods and/or services by the City, which by-law may be revised by Council from time to time.

“**Quotation**” means a request for quotation, request for proposal, request for tender, request for pre-qualification, expression of interest (and any addenda thereto issued by the City) or other document by which Bids are solicited by the City.

“**Successful Bidder**” means the Bidder which has been awarded the Contract by the City for the Work.

“**Subconsultant**” means the individual, corporation or other person engaged by the Consultant to complete a portion of the Work.

“**Total Bid Price**” means the total bid price for the Work as specified in the Bid, INCLUDING all applicable taxes.

“**Work**” means the labour, materials, products, equipment and/or services specified in the Quotation and, upon Contract Award, required to complete the requirements of the Contract.

PART II – INSTRUCTIONS TO BIDDERS

1. QUOTATION PROCESS

By submitting a Bid in response to a Quotation, the Bidder agrees to be bound by the terms and conditions of the Quotation and the City’s *General Terms and Conditions* and *Purchasing By-Law #2017-8*, which can be found on the City’s website:

<https://www.markham.ca/wps/portal/home/business/bids-tenders/bylaw-terms-and-conditions/05-by-law-terms-and-conditions> or from the City.

2. MANDATORY REQUIREMENTS

The failure by a Bidder to comply with any requirement of a Quotation which is identified as “MANDATORY” shall result in the Bid being rejected as non-compliant.

3. MANDATORY SITE MEETING

If a Quotation indicates that a MANDATORY site meeting shall be held, all Bidders must attend the site meeting (on the date and time indicated) and register with the City’s representative. Failure to attend and register shall result in the Bid being rejected as non-compliant.

4. BIDDER’S RESPONSIBILITY

4.1 It is the Bidder’s responsibility to examine all components of the Quotation, including all appendices, schedules, forms and addenda, and to seek clarification of any requirement that they consider unclear before submitting a Bid. The failure of any Bidder to examine any component of the Quotation or to seek clarification shall not

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relieve the Bidder of any obligation with respect to their Bid or any Contract awarded based on their Bid.

- 4.2 Should a Bidder find discrepancies in or omissions from the Quotation, or have any questions regarding a Quotation, the Bidder shall direct all inquires to the designated City staff specified on the Quotation cover page. No oral interpretations shall be effective to modify any provisions of the Quotation. Only written addenda issued by the City shall modify the Quotation.
- 4.3 It is the Bidder's responsibility to review the Work site and to include in their Bid any items that might have been missed from the specifications that would reasonably be considered part of the specifications. The Bidder shall take into account all obstacles that may be faced during the Work when setting prices in the Bid.

5. ADDENDA

- 5.1 The City reserves the right, in its sole discretion, to revise the Quotation *prior to* the Closing Time. If the City exercises this right, the revisions shall be by addendum forwarded through the Bidding System or to the email address provided. The addendum shall form part of the Quotation upon issuance by the City.
- 5.2 It is the responsibility of the Bidder to confirm that they have received all addendums that have been issued by the City. Bidders should check on line at <https://markham.bidsandtenders.ca> or contact the City prior to submitting their Bid.

6. CONFIDENTIALITY

All correspondence, documentation and information provided by the City to Bidders in connection with a Quotation;

- (a) are and shall remain the property of the City,
- (b) shall be treated by Bidders as confidential, and
- (c) shall not be used for any purpose other than for replying to the Quotation and completing the requirements of the Contract.

7. BID SUBMISSION

- 7.1 The City shall not be liable for, nor reimburse any Bidder for, costs incurred in the preparation and/or submission of a Bid.
- 7.2 Bidders are required to disclose in their Bid any real or potential Conflict of Interest.
- 7.3 Bidders are required to disclose in their Bid a list of all proposed Subconsultants. The City reserves the right, in its sole discretion, to accept or reject any or all Subconsultants proposed in a Bid (and any subsequent changes thereto). Upon request, Bidders shall provide evidence satisfactory to the City (as determined by the City in its sole discretion) that the proposed Subconsultants have the qualifications, experience and resources to complete the Work.
- 7.4 If a Quotation requires the submission of paper copy of the Bids:
 - (a) The Bid shall be legible, written in ink or typed. Any erasures, overwriting or strike-outs should be initialed by the person(s) signing on behalf of the Bidder.

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- (b) Bids shall be submitted in a sealed envelope, with a submission label clearly identifying the Bid number and project description.
- (c) The Bid Form shall bear the legal name and signature of the authorized signing representative(s) of the Bidder. If a joint Bid is submitted, the Bid Form shall be signed on behalf of each of the Bidders and, if the authorized signing representative for both Bidders is one individual, such individual shall sign separately on behalf of each Bidder.
- (d) Bids shall be in the possession of the City, date and time stamped no later than the Closing Time. Bids received by the City after the Closing Time shall **NOT** be accepted and shall be returned unopened to the Bidders.
- (e) The use of mail or courier for delivery of a Bid shall be at the risk of the Bidder. Bids submitted by email or other telecommunications shall not be accepted, unless otherwise specified in the Quotation.

7.5 If a Quotation requires the submission of Bids through the Bidding System:

- (a) Bids shall be received by the Bidding System, no later than the Closing Time. Bidders are cautioned that the timing of their Bid submission is based on when the Bid is **RECEIVED** by the Bidding System, **not** when a Bid is submitted by the Bidder, as Bid transmission can be delayed by an “Internet traffic jam” due to file transfer size, transmission speed etc. Bidders should allow sufficient time to upload their Bid submission and attachment(s) and to resolve any issues that may arise. The Closing Time shall be determined by the City’s Bidding System web clock.
- (b) Where, in the sole opinion of the City, the Bidding System has experienced or is experiencing an issue affecting the receipt of Bids, or there is a failure of the underlying infrastructure, the City may extend the Closing Time without prior notice. As soon as practicable in the circumstances, the City will notify Bidders that the Closing Time has been extended. Once the issue has been resolved, the City shall notify Bidders of the new Closing Time via an addendum released through the Bidding System.
- (c) Bidders should contact the City, at least twenty-four (24) hours prior to the Closing Time, if they encounter any problems. The Bidding System will send a confirmation email to the Bidder advising that their Bid was submitted successfully. Bidders should contact the City immediately if they do not receive a confirmation email.
- (d) To ensure receipt of the latest information and updates via email regarding a Quotation, or if a Bidder has obtained a Quotation from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a “Plan Taker” for the Quotation opportunity at <https://markham.bidsandtenders.ca>.

7.6 Adjustments by any method to a Bid already submitted shall **NOT** be considered. A Bidder desiring to make adjustments to a Bid shall submit a revised Bid prior to the Closing Time.

- 7.7 Bids shall be irrevocable and valid for acceptance by the City for a period of NINETY (90) Business Days from the Closing Time, unless otherwise specified in the Quotation.
- 7.8 Disclosure of information submitted to the City in connection with a Quotation is subject to the *Municipal Freedom of Information and Protection of Privacy Act* (“MFIPPA”). Bidders should clearly indicate in their Bid which parts, if any, are exempt from disclosure under MFIPPA.

8. BID PRICE

- 8.1 The quantities referenced in a Quotation are estimates only and shall be used as a basis for calculating the Bid Price. These quantities are not guaranteed to be accurate and are furnished without any liability to the City. The City reserves the right, in its sole discretion, to increase or decrease quantities as required. Payment shall be based on actual quantities ordered, received and accepted for use by the City.
- 8.2 The Bid Price shall include all labour, materials, products, equipment, services, cash allowances, costs, expenses, disbursements, duties, overhead and profit required to complete the Work, with the unit price for each Work item detailed in the Bid (if required by the Quotation).
- 8.3 If a Quotation requires the submission of paper copy of the Bids and in the event of an ambiguity, discrepancy or mathematical error in the prices set out in the Bid, the City shall have the right, in its sole discretion, to resolve such ambiguity, discrepancy or mathematical error in accordance with the following:
- (a) In the event of an ambiguity or discrepancy between the lump sum price and the unit price for any Work item (“Unit Price Error”), the unit price shall prevail. Extensions, sub-totals and totals shall be corrected accordingly, and adjustments resulting from the correction shall be applied to the Bid Price and Total Bid Price.
 - (b) In the event of an ambiguity, discrepancy or mathematical error other than described in Section 8.3(a) above:
 - (i) the Bid Price shall prevail over all other prices contained in the Bid (including, without limitation, the Total Bid Price) (collectively, the “Summary Prices”), and the Bid Price shall be capable of acceptance by the City; and
 - (ii) the City reserves the right (in its sole discretion) to seek clarification from the Successful Bidder regarding any such ambiguity, discrepancy or mathematical error in the Summary Prices, to correct such ambiguity, discrepancy or mathematical error in the Summary Prices (as confirmed by the Successful Bidder), and to require that the Successful Bidder initial such corrected ambiguity, discrepancy or mathematical error.
- 8.4 In the event that the City exercises any of its rights under Section 8.3 above:

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- (a) The Bid Price shall NOT be considered uncertain, erroneous, non-compliant or incapable of acceptance by the City; and
- (b) The Bid shall NOT be considered non-compliant or incapable of acceptance by the City.

9. BLACK-OUT PERIOD

To ensure that the City's procurement process is fair, open and transparent to all Bidders, there shall be no communication between the City and Bidders during a Quotation process, except as specified in the Quotation. Any communication between a Bidder and City staff or Council (other than as specified in the Quotation) may result in the Bid being rejected as non-compliant.

10. BID OPENING

"Requests for Tenders" and "Requests for Proposals" shall be opened at a public meeting at the Markham Civic Centre, 101 City Centre Boulevard, Markham, Ontario. The Bid opening shall be done in public approximately fifteen (15) minutes after the Closing Time. For "Requests for Tenders", only the Bid Price shall be read out. For "Requests for Proposals", only the names of the Bidders shall be read out.

If a Quotation requires the submission of Bids through the Bidding System, a public Bid opening will not be held. The names of the Bidders and the unverified Bid Price shall be posted on the City's Bidding System on the same day as the Closing Time.

All Bid prices are subject to review and verification by the City

11. WITHDRAWAL OF BIDS PRIOR TO THE CLOSING TIME

Paper copy Bid Withdrawal

- 11.1 A Bidder may request that their Bid be withdrawn. The withdrawal shall be allowed if the request is received by the City prior to the Closing Time. Withdrawal requests shall be made in writing by an authorized representative of the Bidder and should be directed to the designated City staff specified on the Quotation cover page. Telephone requests shall NOT be considered.
- 11.2 Bids confirmed by the City as withdrawn prior to the Closing Time shall be returned unopened to the Bidder.
- 11.3 The withdrawal of a Bid does not disqualify a Bidder from submitting another Bid for the same Quotation prior to the Closing Time.
- 11.4 If more than one Bid is submitted by the same Bidder for the same Quotation and no withdrawal notice has been received by the City prior to the Closing Time, the Bid bearing the latest date and time shall be considered the intended Bid. All earlier Bids shall be considered void and shall be returned unopened to the Bidder.

Bidding System Bid Withdrawal

- 11.5 If more than one Bid is submitted by the same Bidder for the same Quotation, the Bid received by the Bidding System bearing the latest date and time shall be considered the intended Bid.

12. WITHDRAWAL OF BIDS DURING PUBLIC BID OPENING

- 12.1 In some instances, the Bids for more than one Quotation are opened at the same public meeting. At such public meeting, at the conclusion of the reading out of Bids for the first Quotation, the low Bidder on that Quotation may withdraw any of their remaining Bids relative to those other Quotations which have not yet been opened by advising the City's representative. The City's representative shall read out the Bidder's name and announce that the Bid has been withdrawn.
- 12.2 Bids withdrawn under this procedure cannot be reinstated.

13. WITHDRAWAL OF BIDS AFTER THE CLOSING TIME

Withdrawal requests received after the Quotation Closing Time shall NOT be permitted.

14. NOTICE

- 14.1 Every notice, including any addendum, that the City may be required to give to the Bidder *prior to* the Closing Time shall be deemed to have been properly given if forwarded through the Bidding System or to the email address provided when the Quotation was downloaded from Biddingo.com or obtained from the City. Bidders are requested to acknowledge receipt of addenda as indicated in the Quotation.
- 14.2 Every notice, including any addendum, that the City may be required to give to the Bidder *after* the Closing Time shall be deemed to have been properly given if forwarded by the Bidding System or by email to the address provided in the Bid.

15. ACCEPTANCE / REJECTION OF BIDS

- 15.1 The City reserves the right, in its sole discretion, and without incurring any liability whatsoever, to accept or reject any or all Bids, or to cancel the Quotation process at any time, without cause, if deemed in the best interests of the City to do so.
- 15.2 Unless otherwise specified in the Quotation, Bids which are qualified or restricted by any statement added to the Bid or a covering letter shall be rejected as non-compliant.
- 15.3 Any Bid which is incomplete, illegible, which contains alterations not called for, fails to comply with the requirements of the Quotation, or is otherwise irregular in any way (collectively, "Irregularities"), may be rejected as non-compliant by the City. The City reserves the right, in its sole discretion, to waive minor Irregularities and seek clarification from the Bidder regarding such minor Irregularities.
- 15.4 The City reserves the right, in its sole discretion, to ask for clarification regarding or to solicit additional information regarding any information included in a Bid, or (except for MANDATORY requirements) to request that a Bidder provide information not included in the Bid.
- 15.5 If the City is unable to verify bonding requirements, upon request by the City, the Bidder shall be given five (5) business days to remedy the verification to the City's satisfaction.

16. DISQUALIFIED VENDORS

The City, in its sole discretion, may disqualify a vendor from participation in a Quotation process, or place a vendor's name on a list of disqualified vendors for a period of two (2) years on the basis of documented poor performance, non-performance, Conflict of Interest (including, without limitation, involvement in any litigation or contractual dispute with the City), or failure to accept a Contract Award. This information may be obtained from within the City or through reference checks. A written notice of the decision shall be provided to the vendor by the City. From and after the delivery of such notice, the disqualified vendor shall not be eligible to participate in any Quotation process, or to provide goods or services to the City for so long as the supplier remains on the list of disqualified vendors (as applicable). After the two (2) year period referred to above, disqualified vendors, who are otherwise in good standing, may request that their name be removed from the list. Removal of names from the list shall be at the sole discretion of the City.

17. CONTRACT AWARD

- 17.1 The award of a Contract is based on the best value for the City based upon quality, service and price. The award is subject to the City's budget restrictions, limitations and approvals.
- 17.2 The City reserves the right, in its sole discretion, to negotiate with the lowest priced Bidder / highest ranked Bidder (as applicable, and whose reference checks meet or exceed the expectation of the City in accordance with Section 17.4 below) in the event that the Bid Prices submitted by the Bidders exceed the City's budget. If an acceptable contract cannot be concluded with such Bidder, the City reserves the right to negotiate a contract acceptable to the City with the next lowest priced Bidder(s) / highest ranked Bidder(s) (as applicable) in succession.
- 17.3 The City reserves the right, in its sole discretion, to award in whole or in part (including, without limitation, by part, item or group of items), or to award to more than one Bidder.
- 17.4 The City reserves the right, in its sole discretion, not to award to the lowest priced Bidder, the highest ranked Bidder or to any Bidder whose reference checks do not meet or exceed the expectations of the City (as determined by the City in its sole discretion) regarding past performance, timely project completion, health and safety performance, experience, qualifications, financial standing, appropriate manpower, equipment and/or facilities, or any other criteria deemed necessary by the City to meet the requirements of the Quotation.
- 17.5 The acceptance of a Bid and Contract Award to the Successful Bidder shall be indicated by notice in writing signed by a duly authorized representative of the City. No other act of the City shall constitute the acceptance of a Bid and Contract Award.
- 17.6 Upon acceptance of a Bid and Contract Award by the City, and upon submission by the Successful Bidder of all documents required by the Quotation, a Purchase Order shall be issued to the Successful Bidder.
- 17.7 In the event that the Successful Bidder fails to accept the Contract Award or fails to submit to the City all documents required by the Quotation within ten (10) Business Days of notification, the City may, in its sole discretion:
- (a) Grant additional time to fulfill the requirement; or

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- (b) Cancel the Contract Award, award to another Bidder which meets the Quotation requirements, and exercise any remedies available to the City (including, without limitation, forfeiture of any bid deposit or enforcement of any bid bond).

18. NO LIABILITY

The City, its affiliates, elected officials, directors, officers, employees and agents shall not be liable (in contract, tort or otherwise) for any costs, expenses, losses or damages incurred, sustained or suffered by any Bidder or any third party, prior or subsequent to, or by reason of the acceptance or rejection by the City of any Bid, by reason of any award decision (or delay thereof) by the City, by reason of the cancellation of the Quotation process, or by reason of the exercise by the City of any of its rights specified in the Quotation or the City's *General Terms and Conditions*.

PREVIEW
YOU MUST BE A REGISTERED PLAN TAKER TO
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PART III – CONTRACT TERMS AND CONDITIONS – CONSULTANT (GENERAL)

1. CONTRACT

- 1.1 The purpose of this Contract is to set out the terms and conditions which shall govern the Work to be performed by the Consultant for the City.
- 1.2 This Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 1.3 This Contract shall consist of the following (collectively, the “Contract Documents”):
- (a) the terms and conditions of this Contract;
 - (b) the City’s Purchase Order No.;
 - (c) the Consultant’s proposal submitted in response to the City’s Request For Proposal ;
and
 - (d) the City’s Request For Proposal .
- 1.4 In the event of a conflict or inconsistency among the Contract Documents, the provision in the document first listed above shall prevail, unless otherwise expressly provided in any Contract Document.

2. WORK

- 2.1 The Consultant shall perform the work detailed in the Contract Documents (the “Work”).
- 2.2 The City may from time to time, in writing, request changes to the Work. If any such change causes an increase or decrease in the costs or in the time required for the performance of the Work, the Consultant shall promptly notify the City thereof and assert its claim for equitable adjustment within five (5) business days after the change is requested. However, nothing in this provision shall permit the Consultant from proceeding immediately with the requested change. Changes shall not be binding upon the City except when specifically confirmed in a written agreement or change order.

3. CONTRACT TERM

- 3.1 The term of the Contract shall be as specified in the Contract, unless otherwise extended or amended by mutual written agreement of the City and the Contractor (“Contract Term”). Notwithstanding the expiry of the Contract Term, the terms and conditions of the Contract shall continue to apply during the Warranty Period.

4. PERFORMANCE

- 4.1 Upon the City issuing a Purchase Order, the Consultant will undertake the performance of the Work, and thereafter carry the Work on to completion with due diligence and in a proper professional manner in accordance with generally accepted professional standards. The Consultant shall make no change or alteration in the Work or perform any additional Work without the City's prior, written approval.
- 4.2 The Consultant agrees to immediately report all notifications, advice or other contact, whether verbal or written, received from governmental officials (whether federal, provincial or local) relating to the provision of the Work to the City.
- 4.3 The Consultant shall acquaint itself with the job site and with all conditions pertaining to the performance of the Work. The City accepts no responsibility for the failure of the Consultant to familiarize itself as required, and is not prepared to allow any claim for an increase in fees or compensation arising from any failure of the Consultant to reasonably anticipate difficulties.

5. DUTIES OF CONSULTANT

- 5.1 In the performance of the Work, the Consultant shall:
- (a) Before starting the Work, appoint a competent, authorized representative acceptable to the City to represent and act for the Consultant, inform the City in writing of the name and address of such representative.
 - (b) Furnish at its own expense and cost any and all necessary labour, machinery, equipment, tools, transportation, permits, materials, and whatever else is necessary in the performance and completion of the Work other than such items therefore as the City specifically agrees in writing to furnish.
 - (c) Comply with all applicable legislation, regulations, codes and rules of any governmental body having jurisdiction. In addition to the foregoing and not in substitution, the Consultant must fully comply with all applicable safety legislation, regulations, codes and bylaws, whether Federal, Provincial, or local, including without limitation the *Occupational Health and Safety Act* (Ontario) and the *Workplace Safety and Insurance Act*. In case of any overlap the more stringent will apply. It is the responsibility of the Consultant to ensure that all subconsultants, subcontractors, suppliers, agents, and employees employed by the Consultant in the performance of its obligations herein are aware of and conform to all applicable Federal, Provincial and local safety legislation, regulations, codes and rules. Upon request by the City, the Consultant shall provide certification, satisfactory to the City, stating that the Consultant is compliant with the terms of the *Workplace Safety and Insurance Act*.
 - (d) Cause a minimum of interference with the City's operations and the operations of other consultants on the premises, take all necessary precautions to protect the premises and

all persons and property thereon from damage, and, on completion of the Work, leave the premises clean and free of all tools, equipment, waste material, and rubbish.

- (e) Pay and discharge all valid taxes, lienable claims, charges or other impositions imposed or to be imposed by law on the Consultant or the City arising out of, in connection with, or resulting from the Work performed. The Consultant agrees to indemnify the City against any liability for any such taxes, lienable claims, charges or impositions except taxes imposed on the Work that the City has specifically agreed to pay for.
 - (f) Obtain and maintain any accreditation, authorizations or permits necessary to perform the Work, and shall promptly inform the City of the revocation, termination or expiration of any such accreditation or authorizations.
- 5.2 The Consultant agrees that none of the individuals identified in the Contract Documents as “Key Personnel” shall be replaced without the prior written consent of the City. In the event of the need to replace any Key Personnel during the Contract Term, the Consultant shall advise the City in writing and the City reserves the right (in its sole discretion) to accept or reject such replacement.
- 6. PAYMENT**
- 6.1 The Consultant shall be paid for the Work in accordance with the Contract Documents.
- 6.2 Payment shall be made thirty (30) calendar days after receipt of an approved invoice by the City. All invoices submitted by the Consultant to the City require the Purchase Order Number as assigned by the City to be included.
- 6.3 If the Work involves progress payments, the invoice schedule shall be based on the Work schedule and milestones as outlined in the Contract. The Consultant shall invoice the City monthly on a time and expense basis, charging the goods/Work/actual hours/disbursements, as applicable, incurred each month up to the Contract amount. The Consultant, when invoicing for expenses, shall provide receipts for those expenses.
- 6.4 If the Work involves a fixed fee consultant contract, the fees payable shall not exceed the fixed fee amount, unless the City has provided prior, written approval.
- 6.5 Where there is a question of non-performance or deficient performance by the Consultant, payment in whole or in part may be withheld by the City. In the event that the City is entitled to a discount for prompt payment, the withholding of payment as provided herein shall not deprive the City from taking such discount.
- 6.6 All prices are in Canadian dollars and exclude applicable taxes. Where applicable, taxes shall be shown separately on all invoices. If HST is applicable, the Consultant agrees to include its Business Number on all invoices and remit to the Canada Revenue Agency (“CRA”).

- 6.7 The Consultant acknowledges that the City is obligated to deduct a percentage specified by the CRA from certain taxable payments to non-residents, as defined in the *Income Tax Act* (Canada) (as amended) , unless the Consultant provides the City with a waiver letter from the CRA.

7. CONFIDENTIALITY

- 7.1 “City Confidential Information” means: (i) Personal Information, confidential, secret or proprietary information, including data, technical information, financial information, business information (including business plans, strategies and practices) of the City which is disclosed to or obtained by the Consultant in connection with the fulfillment of its obligations hereunder; (ii) all information related to the operations of the City which comes to the attention of the Consultant in the course of performing the Work, but excludes any such information which: (A) is or becomes publicly available; (B) is already rightfully in the possession of the Consultant and not subject to any pre-existing obligation of confidentiality; (C) is independently developed by the Consultant outside the scope of this Contract; or (D) is rightfully obtained by the Consultant from third parties.
- 7.2 The Consultant agrees to protect the City Confidential Information at all times and in the same manner as the Consultant protects the confidentiality of its own proprietary and confidential information, but in no event with less than a reasonable standard of care. The Consultant shall not disclose any City Confidential Information to any persons nor use any City Confidential Information other than for the benefit of the City in connection with the Work or otherwise for the benefit of the City as may be approved in advance, in writing by the City.

8. PRIVACY

- 8.1 The Consultant agrees and acknowledges that the City is bound by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended, and any other Provincial or Federal privacy legislation that may be in effect during the Contract Term (collectively, “Privacy Legislation”). The Consultant agrees to be bound by the Privacy Legislation, and agrees that it shall not directly or indirectly disclose, distribute or use any Personal Information provided to it by the City pursuant to this Contract, without obtaining the prior written consent of the City. “Personal Information” means information which relates to an individual and allows that individual to be identified, and includes any information defined from time to time as “personal information” any Privacy Legislation.

9. PRESS RELEASES

- 9.1 Neither party shall issue any press release concerning the Work without the other party's consent. The Consultant may identify the City as a client of the Consultant and generally describe the nature of the Work in promotional material.

10. INSURANCE

10.1 The Consultant shall purchase and maintain in force, at their own expense (including the payment of all deductibles), during the Contract Term and the Warranty Period (unless otherwise stated), the following policies of insurance underwritten by insurers licensed to conduct business in the Province of Ontario and satisfactory to the City (unless otherwise specified in the Contract):

- (a) Commercial General Liability Insurance policy (satisfactory to the City) shall include coverage for but not limited to Bodily Injury, Person Injury, Property Damage and Contractual Liability with a minimum amount of \$2,000,000.00 for each occurrence, and include:
 - (i) an endorsement certifying that **The Corporation of the City of Markham** is included as an additional insured;
 - (ii) a cross liability clause; and,
 - (iii) non-owned automobile coverage including legal liability for damage to hired automobiles.
- (b) Automobile Policy for all licensed Motor Vehicles owned or leased by the Consultant in a minimum amount of \$2,000,000.00 for each occurrence.
- (c) Professional Liability Insurance, in a minimum amount of \$1,000,000.00 inclusive per claim and \$2,000,000.00 in the aggregate for each policy period. Upon completion of the Warranty Period the policy shall remain in force for twelve (12) months.

The policies shall be endorsed to the effect that such insurance policies shall not be altered, cancelled or allowed to expire without thirty (30) days advance written notice to the City. All policies shall apply as primary and not as excess of any insurance available to the City.

Upon request by the City, the Consultant shall furnish the City with a certificate of insurance (in a form satisfactory to the City, in its sole discretion) confirming that the Consultant has in place the required insurance.

If applicable, and based upon the operations of the sub-consultant, sections 10.1 shall apply in the same manner to any sub-consultant as it would to the Consultant. Further, it is the Consultant's obligation to ensure that the sub-consultant is aware of these obligations. Upon request, the Consultant shall provide to the City confirmation of the sub-consultant's insurance.

10.2 The Consultant shall furnish the City with a certificate of insurance (in a form satisfactory to the City, in its sole discretion) confirming that the Consultant has in place the above-mentioned insurance policies. The certificate of insurance shall also contain an endorsement

to the effect that such insurance policies shall not be altered, cancelled or allowed to expire without thirty (30) days advance written notice to the City.

11. INDEMNITY

- 11.1 The Consultant shall indemnify, defend and hold harmless the City, its affiliates, elected officials, directors, officers, employees and agents (“Indemnified Parties”) from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Indemnified Parties, and against all losses, liabilities, judgements, claims, suits, demands or expenses which the Indemnified Parties may sustain, suffer or be put to resulting from or arising out of: (i) the Consultant’s (or the Consultant’s representatives or employees) (A) breach of its confidential information or privacy obligations hereunder, (B) wilful misconduct, (C) negligent actions, omissions, or failure to exercise reasonable care, skill or diligence in the performance of the Work, or (C) failure to comply with applicable laws; or (ii) a claim by a third party that the Work Product infringes upon such third party's intellectual property rights.
- 11.2 The City shall not be liable nor responsible for any bodily or personal injury or property damage of any nature that may be suffered by the Consultant, its employees, agents or subconsultants in the performance of the Work, except to the extent of any negligence or wilful misconduct on the part of the City.
- 11.3 EXCEPT FOR THE PARTIES INDEMNIFICATION OBLIGATIONS HEREUNDER AND EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND WILFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY, NOR THEIR RESPECTIVE AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS AND ELECTED OFFICIALS BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, EXPENSES, OR LOSSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS).

12. INDEPENDENT CONSULTANT

- 12.1 The Consultant is an independent consultant with respect to all Work performed under this Contract, and neither the Consultant nor anyone used or employed by the Consultant to perform the Work may be deemed for any purpose to be the agent, employee, servant or representative of the City in performance of such Work or in any matter dealt with herein. The City will have no direction or control of the Consultant or its employees, agents, subcontractors and subconsultants, except in the results to be obtained. Neither party will assume any liability for the actions or omissions of the other party except as stated in this Contract.

13. CONFLICT OF INTEREST

- 13.1 During the Contract Term, the Consultant must not engage in or provide, to any other person or company or entity, any service or act which would be reasonably perceived to be in conflict with the interest of the City in respect of the Work being provided by the Consultant to the City.
- 13.2 The Consultant must provide timely disclosure of any actual or potential conflict of interest, including any arising from any common ownership or association with any party that has worked on or is working on any part of the Work.
- 13.3 Any failure to provide timely disclosure of any potential conflict of interest, or failure to avoid engaging in or providing to any other company or entity any service or act which could be reasonably perceived to be in conflict with the interest of the City in respect of the Work being provided by the Consultant to the City or in violation with any legislation regarding fair competition, will be grounds for terminating this Contract.

14. SECURITY

- 14.1 The City may require the Consultant to obtain a security clearance, without cost to the City, for each Consultant representative, and provide reasonable proof thereof prior to commencement of Work.

15. REPORTING

- 15.1 The Consultant shall provide to the City on a timely basis such deliverable or deliverables, or written confirmation of delivery thereof, in respect of the Work as is agreed to by the parties and confirmed in writing. A deliverable may be in any form that is mutually agreed to, including without limitation a design, plan, set of record drawings, or report.

16. INTELLECTUAL PROPERTY

- 16.1 “Work Product” shall mean all Work deliverables originally created by the Consultant for delivery to the City in accordance with its obligations under the Contract, and for greater certainty shall not include any third-party software or related documentation licensed to the Consultant or licensed directly to the City from a third party, or any modifications or enhancements thereto or derivatives thereof. Upon full payment for each Work Product, unless otherwise expressly provided for herein, such Work Product will become the property of the City, and the Consultant hereby assigns all rights (including, without limitation, intellectual property rights) to the City with respect to such Work Product. The Consultant shall have the right to retain a copy of each Work Product for its records.
- 16.2 To the extent that any pre-existing materials owned or licensed by the Consultant are incorporated into the Work Product (the “Consultant Materials”), the ownership rights granted to the City under this section will not extend to the Consultant Materials, but the Consultant hereby grants the City, upon full payment for such accepted Work Product, a

royalty-free, paid-up, perpetual, worldwide, non-exclusive licence to use the Consultant Materials to the extent reasonably necessary or convenient to use or receive/enjoy the benefits of the Work Product.

- 16.3 Notwithstanding ownership by the City of the Work Product, the Consultant and its personnel shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they apply such information without disclosure of any City Confidential Information.

17. LICENSING OF CITY DATA

- 17.1 If the Consultant needs access to data of the City in order to carry out the Work, the City will grant a non-exclusive, non-assignable license to have access to and to use the data in accordance with this Section 17.
- 17.2 Subject to the terms of this Contract, the City grants and the Consultant accepts a non-exclusive, non-assignable licence for access to and use of data of the City for the purpose of performing the Work.
- 17.3 The Consultant may only use the data of the City necessary for the purpose of performing the Work (the “Data”), and for no other purpose. Any documentation provided by the City may be used only as needed in accordance with the authorized use of the Data.
- 17.4 Title to and ownership of the Data and any modifications made to the Data will at all times remain with the City. The Consultant does not have any right or interest in the Data except as specifically provided in this Contract. The Consultant acknowledges that there are no limits to the number of licenses or rights that the City may grant to third parties in respect of the Data.
- 17.5 The Consultant is entitled to make one copy of the Data for back-up, disaster recovery, or archival purposes, so long as each copy remains under the Consultant’s control and is used only to replace an operating copy if the operating copy is destroyed or becomes unusable or inaccessible for any legitimate reason. The Consultant shall maintain and place a suitable copyright notice in favour of the City on any report or other document that contains a complete copy of, or substantially all of, the Data. The Consultant shall not remove such copyright notice, or any other copyright notice, from the Data.
- 17.6 The City does not represent or warrant that the Data will be correct or that use of the Data will be uninterrupted or error free. The City disclaims any and all warranties and conditions concerning the Data, including any and all warranties and conditions of merchantability and fitness for any particular purpose, performance, and any and all warranties or implied warranties that might arise during the use of the Data. This Section 17.6 sets out the entire extent of all warranties and conditions in respect of the Data.

17.7 Upon the termination or expiry of this Contract, or the completion of the Work, the Consultant must promptly discontinue use of the Data, and return the same to the City or in the alternative certify to the City in writing as to such destruction of the Data.

18. RECORDS / AUDIT

18.1 To support all charges invoiced to the City with respect to the Work performed hereunder, the Consultant, for a period of seven (7) years after the performance of the Work, shall maintain a true and correct set of records pertaining thereto including, without limiting the generality of the foregoing the date and time worked, the location of the Work and the type of Work and invoices issued to the City. The Consultant shall allow the City to audit such records upon reasonable request, provided however, that the Consultant shall have the right to exclude any trade secrets, formulas, or processes from any such audit. The Consultant must require each of its subcontractors/subconsultants to keep such records which similarly are to be open to inspection and audit by or on behalf of the City.

19. TERMINATION

19.1 This Contract may be terminated by either party, with cause, if either party fails to materially perform its obligations under this Contract. The non-breaching party shall give the breaching party written notice of its failure to perform. The breaching party shall have thirty (30) days after receipt of such notice to cure the breach. If the breach is not cured within such thirty (30) day period, the non-breaching party may terminate this Contract upon written notice to the breaching party. Upon receipt of such notice, the breaching party shall cease performance under this Contract.

19.2 This Contract may be terminated by either party by, with cause effective immediately, by written notice to the other party, if a petition in bankruptcy is filed by or against the other party, or the other party is adjudicated a bankrupt or insolvent, or shall have made an assignment for the benefit of creditors or shall take advantage of any law for the benefit of debtors, or if any action is commenced against the other party to cause its assets to be placed under trusteeship or receivership or liquidated for the benefit of creditors, or if the other party shall transfer, or by operation of law lose control of its business.

19.3 Upon prior written notice to the Consultant, the City shall have the right to terminate this Contract for convenience if deemed in the best interests of the City to do so. Upon such termination, the City shall pay to the Consultant all amounts owing for Work performed by the Consultant up to the effective date of termination.

19.4 In the event of the termination or expiration of the Contract, the Consultant shall deliver to the City the Work Product (whether in draft or completed (in full or in part) form).

20. FORCE MAJEURE

20.1 Neither the City nor the Consultant shall be liable for default or delay in the performance of obligations under the Contract due to causes beyond the reasonable control of (and not due to the fault or negligence of) the party affected, including, without limitation, natural disasters, plagues, epidemics, war, insurgence, terrorism, and power outages. The Consultant shall give the City prompt written notice when any such cause has or appears likely to delay deliveries and/or performance of the Work, and shall take appropriate action to avoid or minimize such delay. If any such default or delay threatens to impair the Consultant's ability to meet delivery requirements for materials, supplies and/or Work, the City shall have the right, without any liability to the Consultant, to terminate the portion or portions of the Contract so affected upon written notice to the Consultant.

21. GENERAL

21.1 This Contract shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

21.2 No waiver of any of the covenants, agreements or obligations herein contained by either of the parties hereto shall be construed as a waiver of any succeeding breach thereof or of any other covenant, agreement or obligation contained in this Contract and no delay or omission on the part of either party hereto to exercise any right acquired through default of the other shall be construed as a waiver of or shall impair such right.

21.3 If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, illegal or enforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

21.4 Neither Party shall assign, transfer or delegate any of its rights or obligations under this Contract, without the prior written consent of the other party. This Contract shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

21.5 The Consultant shall not assign or sublet the Contract (or any part thereof) or subcontract any portion of the Work without the prior written consent of the City. No subcontractor/subconsultant shall, under any circumstances, relieve the Consultant of its liabilities and obligations under the Contract. Should any subcontractor/subconsultant fail to perform the Work in a satisfactory manner, the City may, in its sole discretion, require the Consultant to replace such subcontractor/subconsultant. The City shall have no obligation to deal directly with any subcontractor/subconsultant. The Consultant shall be solely responsible for the payment of all amounts owing to subcontractor/subconsultant. The Consultant shall coordinate the provision of the products and/or Work by subcontractors/subconsultants in a manner acceptable to the City, and shall ensure that subcontractors/subconsultants comply with the terms and conditions of the Contract. The

THE CORPORATION OF THE CITY OF MARKHAM
MARCH 6, 2019 Version 9

Consultant shall be liable to the City for all costs or damages arising from the acts, omissions, negligence or willful misconduct of subcontractors/subconsultants.

21.6 This Contract constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all previous written or oral communications, understandings and agreements. Any amendment of this Contract shall not be binding upon the parties unless made in writing and executed by the parties.

21.7 Any terms and provisions of this Contract that by their nature operate beyond the term or expiry of this Contract shall survive the termination or expiry of this Contract.

PREVIEW
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Workplace Health & Safety
Contractor Guide



KEEPING SAFE AT WORK DURING THE COVID-19 PANDEMIC

CONTRACTOR GUIDE

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INFORMATION CURRENT
AS OF
OCTOBER 7, 2021



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1. INTRODUCTION:

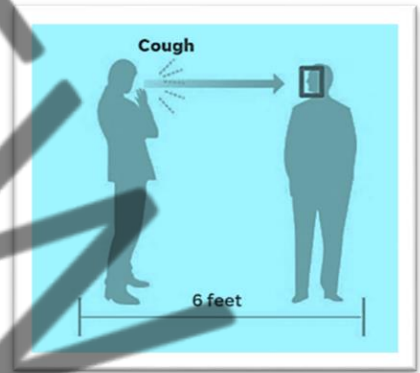
As we look toward COVID-19 pandemic recovery, the well-being of our employees, contractors and community members continues to be the top priority for the City of Markham (the City). The City continues to work closely with Public Health officials at the regional, provincial and national levels in order to obtain reliable information that supports the ongoing timely provision of information and direction to Contractors to prevent workplace transmission of the COVID-19 virus as we move forward.

The City is following a careful and measured approach to recovery in order to ensure that there are appropriate measures in place to continue to protect health and safety in our workplace as we look to reopen. While the COVID-19 pandemic recovery continues Contractors are asked to follow this guideline for their workers and any additional direction provided by the City, in order to protect themselves, their workers, our staff and other people present in our workplace.

COVID-19 TRANSMISSION:

The COVID-19 virus spreads from an infected person through respiratory droplets and aerosols (smaller droplets that may linger in the air especially in indoor spaces). These may be generated when an infected person talks, coughs, sneezes, laughs with an open mouth, shouts or sings.

People are exposed to these droplets through close contact such as shaking hands with an infected person or by touching something with the virus on it, then touching their mouth, nose or eyes before washing or sanitizing their hands properly.



The COVID-19 virus can be transmitted by an infected person before they show symptoms (pre-symptomatic) or without ever developing symptoms (asymptomatic).



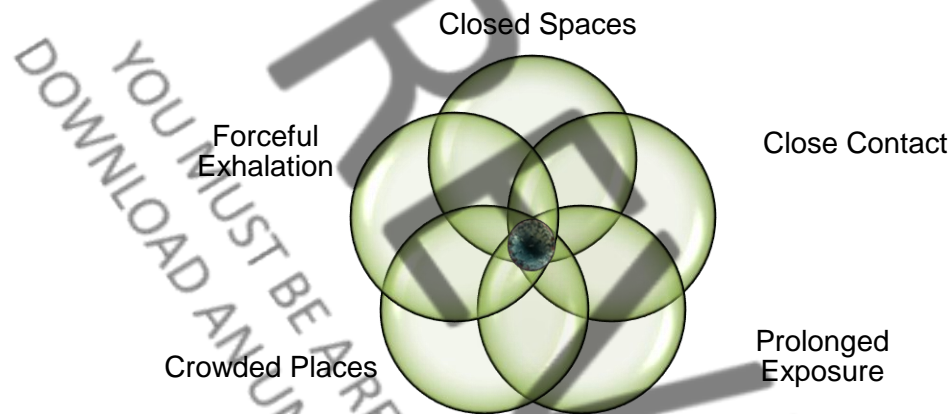
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FACTORS THAT INCREASE THE RISK OF TRANSMISSION

There are 5 key factors that increase the risk of COVID-19 transmission when the virus is present in a given circumstance. The more these factors are present (overlap), the higher the risk of exposure. Conversely, limiting these factors reduces the risk of exposure to the virus.



2. COVID-19 WORKPLACE SAFETY PLAN:

The Ministry of Labour, Training and Skills Development (MLTSD) requires employers to maintain a COVID-19 workplace safety plan in order to ensure ongoing protection of workers. This plan must include:

- **RISK ASSESSMENT:** Identification and assessment of the risk of transmission of the COVID-19 virus in the workplace;
- **CONTROLS TO PREVENT THE SPREAD:** Description of controls, specific to the workplace, that have been implemented to mitigate the risk of workplace exposure to the virus;
- **ONGOING REVIEW & UPDATE:** Indication that, as the COVID-19 pandemic evolves, the plan will be reviewed and updated as required;
- **COMMUNICATION PLAN:** Indication as to how the plan and the actions being taken are communicated to workers and other people entering the workplace, such as members of the public and contractors.



The City's COVID-19 Workplace Safety Plan has been developed to provide information about how the City continues to keep all those present in our workplace safe during the COVID-19 pandemic including employees, contractors and members of the public. This plan aligns with Ontario's Roadmap to Reopen plan and is reviewed and revised as required to address ongoing direction from the Province, York Region Public Health, Health Canada and MLTSD.

The City's most current COVID-19 Workplace Safety Plan is available on request from your project manager or City contact person. Key Elements of the COVID-19 Workplace Safety Plan are:

- Encourage and support for staff COVID-19 vaccination
- Mandatory COVID-19 Vaccination policy that includes employees and contractors
- COVID-19 Exposure Risk Assessments completed for all jobs and workplaces, which are revised as required to address changes and evolving information
- Active screening of all people present in our workplace
- Where employees or contractors are sick, they are encouraged to stay home and follow Public Health guidance
- Accommodation for employees at heightened risk due to COVID-19
- Controlled entry into the workplace – entrances are limited and secured
- Timely communications from Senior Management where there is new information
- COVID-19 safety training for staff who are present in the workplace
- Ongoing instruction and direction by Managers and Supervisors to address day-to-day concerns
- Posting of information at entrances and on information boards to remind everyone of the expectations
- Provision of COVID-19 Safety guides to address specific aspects of work that present risk to health or safety
- Development of specific protocols, processes and procedures as required
- Expectations communicated to Contractors with regard to COVID-19 safety by Project Managers
- Expectations communicated to members of the public through the City's website, verbal instruction and posters posted at entrances



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- Reminding all those present to follow personal protective practices including maintaining a 2 metre distance from other, wearing a mask and practicing respiratory etiquette and good hand hygiene.
- Information resources are posted on Checkmark in the COVID-19 hub
- Resources such as required PPE, hand sanitizer, disinfectant are supplied by the department
- Departments follow the City's COVID-19 exposure protocol when informed that a person present may be COVID-19 positive, including providing information to Public Health, providing direction to affected staff and disinfecting equipment, vehicles and surfaces.
- Where practical, 2 metre physical distancing will be supported by engineering controls such as physical separation of seating and use of furniture as barriers.
- Floor markings and railings will be used to create directional pedestrian traffic flow where practicable.
- Ventilation of enclosed spaces will be optimized by door and window opening as much as reasonable and air control systems will be inspected and maintained to ensure good ongoing air exchange in our buildings
- Thorough cleaning and disinfecting of common surfaces and areas in all City buildings is completed at least daily. Where there is a COVID-19 positive exposure, further disinfection will be completed in accordance with the COVID-19 Exposure protocol and COVID-19 Disinfection process.
- Employees are encouraged to bring forward concerns and questions to their supervisor.
- The COVID-19 Workplace Safety Plan is reviewed and updated as required.

3. COVID-19 EXPOSURE RISK ASSESSMENT:

The starting place when planning safe work during the COVID-19 pandemic is to complete a hazard risk assessment to determine how those present may be exposed to the COVID-19 virus. Once this is determined, an effective COVID-19 safety plan can be developed to protect against potential workplace exposure for specific jobs, activities, tasks and work locations.

A careful approach is taken with regard to assessing COVID-19 exposure risk levels in the workplace and identifying appropriate control measures to keep staff and others present protected from exposure in accordance with the most current trusted information and tools available. In order



to ensure that control measures are effective, a thorough *Workplace COVID-19 Exposure Risk Assessment* has been completed that identifies where and how exposure to respiratory droplets may occur and provides effective and practicable solutions to prevent transmission.

This guideline is based on the COVID-19 risk assessment, which is reviewed and updated as circumstances change. Following this guidance is the best way for employees to protect themselves and others from any possible workplace COVID-19 exposure.

4. HIERARCHY OF COVID-19 HAZARD CONTROLS

In order to protect those present in our workplace from exposure to the COVID-19 virus, the Hierarchy of COVID-19 Hazard Controls is used to identify the most effective and practicable controls that will effectively reduce the risk of exposure to COVID-19 virus in our workplace.



The Hierarchy of Hazard Controls is a visual tool that organizes types of workplace hazard control methods based on effectiveness and sustainability of the control. Control methods at the top of the hierarchy are more effective at protecting workers and are more sustainable than those at the bottom. Those control methods at the bottom of the hierarchy require increased participation by workers and increased supervision to ensure they are effective because there is an increased chance of injury due to human error. Therefore, control methods at the top of the hierarchy (elimination, substitution and engineering controls) are preferred to those at the bottom of the hierarchy (Personal Protective Equipment) and Non-medical masks). Using this hierarchy to identify workplace hazard controls is an effective way to ensure the implementation of inherently safer protective measures, where the risk to health and safety is reduced as much as reasonably possible.

5. COVID-19 VACCINATION

CONTRACTORS, THEIR STAFF AND SUBCONTRACTORS ARE STRONGLY ENCOURAGED TO GET VACCINATED.



Vaccines can stop the spread of COVID-19 by preventing infection or serious illness. Vaccination is one of the most effective ways to protect our families, our co-workers, our community and ourselves. Therefore, Contractors are encouraged to get vaccinated. The City of Markham provides information on the importance of vaccination and support, such as flexibility in work schedule in order to attend vaccination appointment and salary/wage coverage for any absence required to recover from the vaccine. For more information go to [WHO](#), [Health Canada](#), [Public Health Ontario](#) or [York Region](#) Vaccination Information websites.

Anyone with questions or concerns, including those who are pregnant or breastfeeding, or those who are immunocompromised should consult with their health care provider about the risks and benefits of COVID-19 vaccination.

VACCINATION POLICY

As of November 1, 2021, all Contractors and Subcontractors entering City of Markham facilities must show proof of full vaccination. Contractors are expected to send only fully vaccinated workers to City facilities. The Mandatory COVID-19 Vaccination Policy provides further direction to prevent workplace transmission of COVID-19 through vaccination.

In accordance with legislative requirements, as of September 22, Contractors, like members of the public entering certain facilities such as Community Centres and Culture venues, are required to provide proof of vaccination before entering.

I'VE BEEN VACCINATED. DO I STILL NEED TO FOLLOW THE COVID-19 PERSONAL PROTECTIVE PRACTICES DESCRIBED IN THIS GUIDE?

Yes. Even as we progress through the Provincial Roadmap to Reopen, we must continue to follow workplace health measures to keep everyone safe and healthy. Although the vaccine is very effective at preventing infection or serious illness, there is still a chance you can contract COVID-19, and it is currently unknown if you can transmit the virus after being immunized. There is no information on the long-term protection with this vaccine; however, studies are ongoing. As we continue to learn more about the protection provided by the vaccine and about COVID-19, our current advice is to continue to follow the COVID-19 personal protective practices and other information provided in this guide to



reduce the risk of infection. This guide will be updated as required. For more information see Appendix E: I Got My COVID-19 shots. So why do I still need to take other precautions at work?

RESPECT IN THE WORKPLACE

Like other aspects of the pandemic, the topic of vaccination can be very polarizing. It's not an appropriate discussion or question for an employee, contractor or member of the public to ask about someone's vaccination status. With regard to any potential for violence or harassment, the City will continue to take all complaints seriously and enforce the Respect in the Workplace policy.

6. HEALTH CANADA COVID-19 EXPOSURE ALERT APP:

The Health Canada COVID-19 exposure alert app is a tool that Canadians can use to help limit the spread of infection and prevent outbreaks. Canada's COVID-19 alert app is designed to let Canadians know if they've been exposed to COVID-19. The success of this app depends on the number of people who install it on their phones; the more we participate, the better we can limit the spread of the COVID-19 virus. Contractors are encouraged to download this free COVID-19 exposure alert notification app to their phones.



7. COVID-19 ACTIVE SELF-SCREENING:

COVID-19 Active Self-screening must be completed by Contractors prior to entering City of Markham facilities, regardless of vaccination status. If attending multiple sites, self-screening is to be completed before entering each facility.



For Contractors attending a City of Markham workplace (building or worksite), before coming to work each day, assess your health and risk of exposure; complete your self-screening on your cell phone or the [Simple Track Markham](http://www.markham.ca/simpletrack) website (www.markham.ca/simpletrack).

Where you attend another City location (building or) compete the assessment again to indicate your current location.



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8. IN CASE OF ILLNESS / EXPOSURE / SYMPTOMS:

If you answer **YES** to any of the screening questions, **DO NOT** come to work; instead, follow these steps:

- Stay home or return to your home;
- Self-isolate;
- Call your local Public Health unit or your doctor for further direction including testing and self-isolation; and
- Keep your project manager informed as you receive your test results and direction from Public Health;
- Return to the workplace once cleared by Public Health to do so.



LOCAL PUBLIC HEALTH CONTACT NUMBERS:

If you suspect you have been exposed to COVID-19 contact your local public Health unit:

- York Region Public Health: 1-877-464-9675, ext. 73588
- Peel Region Public Health: 905-799-7000
- Durham Region Public Health: 905-668-7711
- Toronto Public Health: 416-338-7600
- South Simcoe Public Health: 705-721-7520 or 1-877-721-7520.

INFORMING STAFF OF EXPOSURE

Confidentiality will be protected as much as possible, however, any staff who may have been exposed to COVID-19 will be advised of the possible exposure in accordance with the Ontario Occupational Health & Safety Act.

9. COVID-19 PERSONAL PROTECTIVE PRACTICES

Along with vaccination, the best way to prevent COVID-19 transmission is by consistently following personal protective practices when outside your household, both on and off the job. All those



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present in our workplace, regardless of vaccination status, must continue to follow these practices in order to keep our workplace safe.

The COVID-19 Personal Protective Practices are:

- Stay informed and follow the guidance provided by the City, including the information in this guide
- Stay home if you are sick; contact Public Health for further guidance
- Wash your hands often with soap and water or use hand sanitizer where soap and water are not available (see Appendix A: How to Wash Your Hands / How to Hand Sanitize);
- Avoid touching your eyes, nose and mouth with unwashed/sanitized hands;
- Avoid shaking hands or hugging other people;
- *Limit any casual interactions that normally occur at work including hallway chats and break room gathering;*
- Minimize touching shared surfaces, equipment and other items as much as possible;
- Disinfect surfaces, equipment and other items that you touch, especially if they are shared;
- Maintain a 2 metre distance from other people, as much as possible;
- Cover your mouth and nose with a tissue when coughing or sneezing and dispose of the tissue after use and wash or sanitize your hands. If a tissue is not available, sneeze into the bend in your arm, in a direction away from others and wash/sanitize your hands after having contact with respiratory droplets and/or contaminated objects/materials;
- Wear a mask (further guidance provided in the next section)



10. PROTECTIVE EQUIPMENT INCLUDING PERSONAL PROTECTIVE EQUIPMENT (PPE)

Personal protective equipment (PPE) is worn in order to protect the wearer from exposure to a hazard. Examples of PPE used to prevent exposure to the COVID-19 virus are eye protection (face shield, goggles, safety glasses) and medical grade masks.

Other protective equipment such as non-medical masks (NMM) protect others from the wearer's respiratory droplets; any protection these masks provide to the wearer cannot be relied upon.



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STANDARD PPE REQUIREMENTS FOR THE WORK

Standard PPE requirements of the job (those required independent of the pandemic) such as those included in Safe Operating Procedures and Safe Work Instructions, take precedent over any COVID-19 requirements. The Contractor's COVID-19 Workplace Safety plan must include an indication that standard PPE for the job will be worn.

In order to protect against exposure to any COVID-19 virus present on the surface, PPE that touches the face (eg. hard hat, safety glasses, goggles, face shield and ear muffs) must be disinfected before putting it on. Also, hands are to be washed/sanitized before touching the PPE in order to prevent possible COVID-19 exposure. The Contractor's COVID-19 Workplace Safety plan must include an indication that PPE that touches the head or face must be disinfected properly before donning.

The following information is provided to Contractors in order to help them keep their workers protected from exposure to the COVID-19 virus.

PPE AS PROTECTION AGAINST COVID-19

Prior to considering PPE to protect against COVID-19 exposure, other more effective hazard control methods must be considered and implemented if possible in accordance with the Hierarchy of Hazard Controls (see Section 4). The provision of PPE is only considered when:

- a. More effective and sustainable controls such as engineering, administrative and work practices may not be practicable or adequate; and
- b. 2M distance from others can't be maintained or may be challenging to maintain due to the task or the environment; and
- c. COVID-19 exposure is certain or likely (such as when working within 2 meters of an unmasked or improperly masked person).

Where PPE is required to protect against COVID-19 exposure, it shall consist of (as a minimum):

- a medical grade mask (or higher) and
- eye protection (face shield, goggles or safety glasses with side shields).



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PPE may not be required for work within 2M of another person if each person is wearing a mask properly (nonmedical mask or medical grade mask). Properly means that the mask consists of 2 layers, fits against the face without gaps and covers the nose, mouth and chin.

The use of PPE does not preclude following all other Personal Protective Practices and other applicable safety measures, as practicable.

An example of a task where PPE is required is first aid provision as the casualty will not be wearing a mask or may remove it during first aid assistance.

Note: As it may not be safe for a driver to wear eye protection when driving, it is critical that both people in a vehicle wear a mask.

For workers at heightened risk in relation to COVID-19 exposure (due to a personal medical condition or member of a household) PPE may also be worn including medical grade mask and eye protection as described above.

Guidance to City of Markham staff is that any member of staff who feels more comfortable attending work by wearing PPE may also wear a medical grade mask and eye protection as described above. Contractors may want to provide this option to their workers.

For other mask requirements see “What Type of Mask Should I Wear?” (below).

DONNING, DOFFING AND DISPOSAL OF PPE:

Where PPE is required to be worn, in order to prevent COVID-19 cross-contamination, it must be put on (donned) and taken off (doffed) properly. For more information see Appendix D: Donning, Doffing and Disposal of PPE.



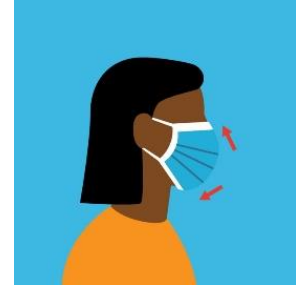
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MASKS:

In accordance with current Provincial requirements, regardless of vaccination status, all employees are required to wear a mask at work while indoors as well as outdoors when physical distancing may be challenging. There are few exceptions.



Masks may be removed to eat or drink but additional measures must be taken to ensure employees are protected from droplet transmission. The mask must be put back on as soon as eating or drinking is complete and physical distancing from others must be maintained at all times. Contractor workers are discouraged from eating in City facilities due to the heightened risk.

Some people cannot wear a non-medical mask due to a personal medical condition such as allergies or respiratory, skin and other medical conditions. Where a mask cannot be worn, other measures must be taken to ensure any transmission is prevented. Contractors must advise their City Project Manager or other City contact if their worker who will attend a City facility has a bona fide medical restriction limiting their ability to wear a mask.

WHAT TYPE OF MASK SHOULD I WEAR?

Wearing a non-medical mask (NMM) protects others from the wearer's respiratory droplets; it has not been proven to protect the wearer; a medical grade mask (MGM) provides some protection to the wearer. Contractors may choose to wear a reusable cloth NMM that consists of 2 layers or a disposable MGM. Contractors are encouraged to perform a personal risk assessment and select the mask that makes them most comfortable to come to work each day.

Contractors may also choose to wear a 2-layer mask or face covering other than those provided by the Corporation. The mask must fit the face without gaps, cover the nose, mouth and chin, consist of at least 2 layers, be secured in place properly and meet the minimum requirements as described by the Province. More information is provided on Ontario's website: [Face Coverings & Face Masks](#).



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Workers are required to wear a MGM and eye protection (safety glasses, face shield or goggles) if they are required to be closer than 2 metres from another person who is not wearing a mask. This requirement is discussed in “PPE Protection Against COVID-19” (above).

Masks with exhalation valves are not acceptable for use at any City of Markham facility or worksite as they do not provide protection from the wearers droplets.



If you choose to wear 2 masks, the medical grade mask is placed directly on the face and the cloth mask is placed over it.

You must put your mask on (don), take it off (doff), handle and store it properly in order to prevent exposure from cross-contamination. For more information see above “Donning, Doffing and Disposal of PPE” .

In order to prevent cross-contamination the following must be followed when a mask is worn:

- Do not share masks
- The mask must fit snugly against the sides of the face and be secured (tied/looped to ears) properly at all times when worn
- Elastic loops are preferred, however, if the mask has tie strings, the strings when tied must not hang lower than the base of the neck to prevent any risk of entanglement in equipment
- Masks must be donned and doffed properly, being careful not to cross-contaminate
- Wash your hands before and after removing the mask
- Minimize contact of a clean mask with other surfaces; avoid setting it down as much as possible
- Avoid touching your face even while wearing the mask
- Clean all surfaces that a 'contaminated mask' has touched
- Launder cloth masks before reusing;
- Disposable masks must be used once and disposed of properly after doffing

For more information see Appendix D: Mask Information.



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11. DISINFECTING & SANITIZING

VEHICLES, EQUIPMENT & SURFACES

Disinfecting surfaces that are touched, particularly those that are shared and/or frequently touched, is an important step in breaking the chain of transmission of COVID-19. Therefore, frequent disinfecting of vehicles, equipment and other surfaces is required as follows:

VEHICLES

Proper steps for wiping down vehicles is as follows:

- Where people drive together, each person should wipe down their own area of the truck
- Disposable gloves (such as vinyl) are to be worn when wiping down vehicles in order to protect the wearer from the skin irritating effects of the disinfectant due to contact time
- Gloves must be removed properly (see Appendix B: Glove Removal Procedure) when wipe down is complete
- Wipe down all areas of the vehicle (described in Appendix C: Disinfecting Vehicles and Equipment) at the start and end of each shift
- Use the checklist in Appendix C to ensure a proper wipe down is complete;
- Disposable gloves and used disinfecting materials must be discarded in the garbage immediately following cleaning.
- Do not touch your face until you have removed the gloves and washed your hands.

If you drive your own personal vehicle for work purposes, you are encouraged to disinfect your personal vehicle before leaving work at the end of the work day.

EQUIPMENT / TOOLS / MACHINERY / MATERIALS/SURFACES/OTHER OBJECTS

Where any object is shared such as equipment, tools, machinery or materials, it is to be disinfected (including handles and other touch areas) before sharing. Appendix C: Disinfecting Vehicles & Equipment provides information on proper disinfecting and can be followed (as applicable) for disinfecting equipment, tools, machinery, materials and other objects. Hands must be washed when disinfecting is complete.



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Shared surfaces such as doorknobs, tables, counters and desktops should be wiped with a disinfectant wipe at the beginning of the shift, following breaks and lunches and at the end of the shift.

Where equipment such as cell phones are shared all surfaces, buttons, case, etc. should be disinfected before sharing and disinfected at the start and end of the work day.

Used paper towel and other items are disposed of in regular garbage bags.

DISINFECTING VEHICLES, EQUIPMENT AND WORK SPACES IN CASE OF COVID-19 EXPOSURE:

Should a City employee who drives a fleet vehicle become sick while at work or the City is advise that they have tested COVID-19 positive, the City will decommission the vehicle until the vehicle is disinfected and then returned to the active Fleet service. The same procedure will be followed for equipment, tools, machinery, materials and work surfaces touched by the employee.

Staff cleaning these vehicles, areas and equipment will wear a medical grade mask and eye protection (glasses/goggles/visor) and nitrile gloves, which will be donned and doffed properly and disposable items disposed of properly. Eye protection will be disinfected before reuse. Clothing will be changed and bagged after vehicle disinfecting is complete; clothing will be laundered before re-wearing.

HAND HYGIENE, CLOTHING & PPE DISINFECTION:

At a minimum, hands are to be washed/sanitized before starting work, on breaks, before and after lunch, after using a piece of equipment, after cleaning vehicles and equipment and after using the washroom. At the end of the workshift, wash your hands before getting into your personal vehicle. Hand washing and sanitizing are described in Appendix A: How to Wash Your Hands / How to Sanitize Your Hands.

Note: Small quantities of hand sanitizer (such as personal bottles issued to staff) can be stored safely in your vehicle, per guidance provide by the Office of the Fire Marshall.



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Personal protective equipment that touches the face or head such as safety glasses, goggles, face shields and hard hats should be disinfected before placing them on your face or head and at the end of the shift before storing them.

12. PERFORMING WORK IN THE FIELD

In order to protect staff during the current COVID-19 pandemic recovery, some safe work instructions (SWI) and safe operating procedures (SOP) are being revised to include enhanced disinfecting and other COVID-19 protocols as required. Staff will be informed where SWIs or SOPs are revised. For example, all SWIs and SOPs that require the use of PPE that touches the head (hard hat, safety glasses, goggles, face shield) also include the requirement to disinfect the PPE and hand sanitize prior to donning.

When SOPs and SWIs require the use of disposable PPE such as gloves, they are to be removed and disposed of and hands are to be washed at the end of the specific task or when going for lunch or break.

FLEET VEHICLES AND EQUIPMENT:

The City strives to ensure 2M physical distancing is maintained as much as possible by ensuring requirement to 'carpool' is minimized as much as possible and where vehicles must be shared and physical distancing cannot be maintained, that all reasonable protocols are in place and resources provided in order to protect affected staff. The following protocol is in place to protect staff from exposure:

- Where feasible direct workers to travel to work sites individually in order to maintain physical distancing from other people.
- Where workers must drive together, as physical distancing can't be maintained, take the following steps :
 - Follow the guidance in Section 9: COVID-19 Personal Protective Practices;
 - Drive with the windows open as much as possible to promote ventilation;



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- Occupy the vehicle only when necessary, do not linger in the vehicle;
- Sit as far away from each other as possible (eg. for 2 people, one person sits in the drivers seat and one sits in the rear passenger side seat);
- When speaking to another person in the truck, do not face the person if possible (eg. two people in the car both face forward in the car);
- Wear a mask and follow the guidance provided in this document for the proper donning and doffing of the mask to ensure that cross-contamination is prevented;
- Keep to your own space within the truck as much as possible;
- Minimize touching shared areas of the vehicle;
- Each person will disinfect their own area in the vehicle, following the disinfection guidance in this guide.

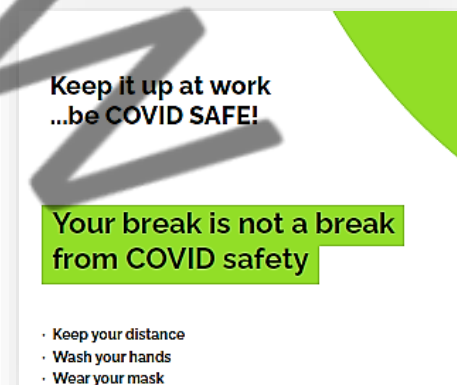
PHYSICAL DISTANCING FOR CREWS AND TEAMS:

Regardless of vaccination status, where it is operationally feasible staff will practice physical distancing, which means maintaining a distance of 2 metres from other people.

LUNCH & BREAK:

Actively practice and promote physical distancing, including during lunches and breaks which means not congregating for lunch and breaks. When the weather is nice, take breaks and lunch outside or in your vehicles if you drive alone.

Contractors are discouraged from consuming food or beverage in City facilities. If this is not possible, lunchroom tables/chairs will be set up to promote social distancing and will be disinfected daily.





Masks can be removed to eat or drink but must be put on again once finished; there must be a 2M distance from all others present before the mask is removed.

Any discussions or meetings that cannot be conducted remotely will be conducted in a manner that is consistent with the principle of physical distancing.

At all times Contractors should maintain a 2M physical distance as much as possible including when working as a part of a team. Contractors should speak with their City project manager or other City contact if physical distancing is a challenge; it is highly likely that a solution can be found to maintain physical distancing and get the work done.

FIRST AID PROVIDERS

On occasion, a person who is present requires first aid assistance. First aid assistance will be provided following standard first aid training and protocols, with the following additional protective measures for the first aid provider. Where first aid providers respond to a request for first aid assistance, in addition to donning nitrile gloves they will also don a medical grade mask. This will support ongoing timely first aid assistance while protecting the provider from any possible exposure to COVID-19 virus during the performance of their first aid duties. Disinfecting and sanitizing as well as donning and doffing procedures will be followed in accordance with COVID-19 First Aid Protocols.

We thank you in advance for your commitment to health and safety and your continued patience with this evolving situation. Further communications will be provided as more information becomes available and the need arises.



APPENDICES:

[A: HOW TO WASH YOUR HANDS / HOW TO USE HAND SANITIZER](#)

[B: GLOVE REMOVAL PROCEDURE](#)

[C: DISINFECTING VEHICLES & EQUIPMENT INFORMATION SHEET](#)

[D: DONNING, DOFFING & DISPOSAL OF PPE](#)

[E: I GOT MY COVID-19 SHOTS. SO WHY DO I STILL NEED TO TAKE OTHER PRECAUTIONS AT WORK?](#)



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APPENDIX A: HOW TO WASH YOUR HANDS / HOW TO USE HAND SANITIZER


Public Health Ontario | Santé publique Ontario


Coronavirus Disease 2019 (COVID-19)


How to wash your hands


 Wash hands for at least 15 seconds


- 


1 Wet hands with warm water.
- 


2 Apply soap.
- 


3 Lather soap and rub hands palm to palm.
- 


4 Rub in between and around fingers.
- 

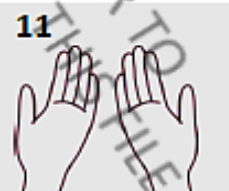
5 Rub back of each hand with palm of other hand.
- 

6 Rub fingertips of each hand in opposite palm.
- 

7 Rub each thumb clasped in opposite hand.
- 

8 Rinse thoroughly under running water.
- 

9 Pat hands dry with paper towel.
- 

10 Turn off water using paper towel.
- 

11 Your hands are now clean.

COVID-19: How to wash your hands/How to use hand sanitizer 1 of 2



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Public Health Ontario | Santé publique Ontario


How to use hand sanitizer

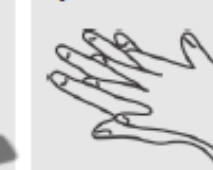



Rub hands for at least 15 seconds


- 


Apply 1 to 2 pumps of product to palms of dry hands.
- 


Rub hands together, palm to palm.
- 

Rub in between and around fingers.
- 

Rub back of each hand with palm of other hand.
- 

Rub fingertips of each hand in opposite palm.
- 

Rub each thumb clasped in opposite hand.
- 

Rub hands until product is dry. Do not use paper towels.
- 

Once dry, your hands are clean.

Sources:

Ontario Agency for Health Protection and Promotion (Public Health Ontario). Provincial Infectious Diseases Advisory Committee. Best practices for hand hygiene in all health care settings [Internet]. 4th ed. Toronto, ON: Queen's Printer for Ontario; 2014. Available from: <https://www.publichealthontario.ca/-/media/documents/bp-hand-hygiene.pdf?la=en>

The information in this document is current as of March 16, 2020.

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Ontario 



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APPENDIX B: GLOVE REMOVAL PROCEDURE

WORK SAFE BC
WORKING TO MAKE IT DIFFERENT
worksafebc.com

PERSONAL PROTECTIVE EQUIPMENT (PPE)



Glove removal procedure

To protect yourself from exposure to contamination, you must take your gloves off safely.

How to remove gloves safely

1. With both hands gloved, grasp the outside of one glove at the top of your wrist.
2. Peel off this first glove, peeling away from your body and from wrist to fingertips, turning the glove inside out.
3. Hold the glove you just removed in your gloved hand.
4. With your ungloved hand, peel off the second glove by inserting your fingers inside the glove at the top of your wrist.
5. Turn the second glove inside out while fitting it away from your body, leaving the first glove inside the second.
6. Dispose of the gloves following safe work procedures. Do not reuse the gloves.
7. Wash your hands thoroughly with soap and water as soon as possible after removing the gloves and before touching any objects or surfaces.

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PPE 09-015



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APPENDIX C: DISINFECTING VEHICLES & EQUIPMENT INFORMATION SHEETS



Break the Chain of Transmission of COVID-19

Protecting Employees



DISINFECTING VEHICLES (TO PREVENT THE SPREAD)

This procedure has been established to provide guidance to help break the chain of transmission of COVID-19 in relation to vehicle use. As the COVID-19 virus can survive on surfaces for up to 72 hours, depending on conditions, following standard COVID-19 protocols is critical to preventing the spread of the virus. COVID-19 protocols include: treating all surfaces as though they contain COVID-19 virus; avoiding touching your face, eyes, nose and mouth and washing/sanitizing your hands regularly. Where employees drive together, each person is required to disinfect their own area in the truck, disinfecting the vehicle in accordance with this procedure.

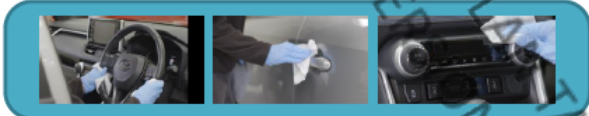
As part of your daily pre-trip inspection, please do the following:

- Step 1. Gather disinfecting supplies (gloves, disinfecting spray and paper towels or disinfecting wipes, and plastic bag for disposal of used towels, wipes and gloves).
- Step 2. Open vehicle windows and doors to allow for natural ventilation
- Step 3. Disinfect all of the commonly shared and high-touch surfaces as follows:
 - For controls use a wipe or spray disinfectant in a generous amount onto a towel and apply it to all surfaces.
 - For other surfaces the disinfectant can be apply by wipe, towel or sprayed directly onto the surface. Wipe sprayed surfaces in order to ensure even distribution of the disinfectant into all surfaces.

Use enough disinfectant spray so that all surfaces are visibly wet.
- Step 4. Allow disinfectant to dry with vehicle doors open before use. Allow a 2-10 minute contact time (product label should provide required contact time information, otherwise, ask your Supervisor).
- Step 5. Remove gloves properly and place all used materials (towels, wipes and gloves) into garbage bag.
- Step 6. Wash/sanitize your hands after disinfecting is complete and before re-entering the disinfected vehicle.

**** At the end of your day, repeat the above vehicle disinfecting steps****

**WHEN DISINFECTING REMEMBER
IF YOU ADJUST IT, YOU'VE TOUCHED IT!**



VEHICLE SURFACES AND PARTS THAT MUST BE DISINFECTED

- Keys or key fobs
- Start buttons / area
- Exterior and interior handles
- Steering wheel and steering wheel controls
- Turn Signal / Windshield wiper controls
- Gear shift control / handle
- Centre console / Centre armrest and window armrest areas
- Glove compartment
- Power window and door lock buttons
- Power mirror controls
- Vehicle entrance - exit handles
- Dashboard
- Climate controls
- Stereo / Entertainment center controls
- Touch screens
- Radio controls / Microphone
- TC12 / Emergency Lighting controls
- Seat adjustment controls and seat
- Seatbelt and seatbelt harness
- Tailgate handle (trunk lid)
- Fuel cap and fuel door area
- Any other area that may have been touched while the vehicle was in use

Current as of: 27 April 2020



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Break the Chain of Transmission of COVID-19

Protecting Employees



DISINFECTING EQUIPMENT (TO PREVENT THE SPREAD OF COVID-19)

This procedure has been established to provide guidance to help break the chain of transmission of COVID-19 in relation to equipment use by staff or members of the public. Thorough disinfection must be completed between equipment users. As the COVID-19 virus can survive on surfaces for up to 72 hours, depending on conditions, following standard COVID-19 personal protective practices is critical to preventing the spread of the virus even with proper disinfection. COVID-19 personal protective practices include: touching surfaces and objects only when necessary, practicing physical distancing, avoiding touching your face, and washing/sanitizing your hands regularly. Where employees share equipment, each person is required to disinfect the equipment they use in accordance with this procedure.

Disinfection Steps:

- Step 1. As part of your pre-use routine gather disinfecting supplies (vinyl gloves, disinfecting spray and paper towels or disinfecting wipes, and plastic bag for disposal of used towels, wipes and gloves).
- Step 2. If you are indoors, open any windows and doors that you can to allow for natural ventilation
- Step 3. Disinfect all of the commonly shared and high-touch surfaces as follows:
 - For electronic controls spray disinfectant in a generous amount onto a towel and apply it to all surfaces.
 - For other surfaces the disinfectant can be sprayed directly onto the surface.
 - Wipe sprayed surfaces in order to ensure even distribution of the disinfectant into all surfaces.

Use enough disinfectant spray so that all surfaces are visibly wet.
- Step 4. Allow disinfectant to dry (allow required contact time per the product label – if this information is not on the product, speak to your supervisor for clarification)
- Step 5. Remove gloves properly and place all used materials (towels, wipes and gloves) into garbage bag.
- Step 6. Wash/sanitize your hands after disinfecting is complete.

****Even with thorough disinfection, follow COVID-19 Personal Protective Practices****

WHEN DISINFECTING REMEMBER: IF YOU ADJUST IT, YOU'VE TOUCHED IT!



EQUIPMENT SURFACES AND PARTS THAT MUST BE DISINFECTED

- Handles, handrails
- Control screens, buttons
- Adjustment knobs
- Seats, seat backs (both sides)
- All vertical surfaces
- Bars, tubes
- Any other surface that may have been touched while the equipment was used
- Mats and Floors surrounding the equipment
- Any weights used or stored with in 2M

FLOOR WORK CLASSES

- Mats and floors
- Instructor Head Set (remove, wipe and store personal screen)
- Sound equipment handles and exposed surfaces
-

Current as of: 10 December 2020



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APPENDIX D: DONNING, DOFFING & DISPOSAL OF PPE

When PPE is required, in order to prevent COVID-19 cross-contamination, it must be put on (donned) and taken off (doffed) properly as follows:

Donning PPE:

Inspect the mask to ensure it is clean, dry and free of damage (do not use a mask that is damp, dirty, looks damaged, or is difficult to breath through)

Wash or sanitize hands and then don PPE in the following order:

- 1 Mask (adjust it to your face so that there are no gaps on the sides and your nose, mouth and chin are completely covered by the mask)
- 2 Safety Eyewear (safety glasses with side shields, goggles, face shield)

Doffing PPE:

Assume the PPE is contaminated and doff in the following order:

- 1 Wash or Sanitize your hands before touching your face
- 2 Safety Eyewear (glasses with side shields, goggles, face shield)
- 3 Mask

Wash or sanitize your hands as the final step

Cleaning or Disposal of PPE:

Assume the PPE is contaminated. Wash/disinfect reusable PPE; dispose of disposable PPE in the garbage.

MASK DONNING & WEARING

- Wash/sanitize your hands before touching the mask;;
- Inspect the mask to ensure it is clean, dry and free of damage (do not use a mask that is damp, dirty, looks damaged, or is difficult to breath through);
- With clean hands, don the mask, adjusting the mask to your face so that there are not gaps on the sides (do not wear a loose masks) and ensure your nose, mouth and chin are completely covered by the mask (do not wear the mask under your nose);
- Be careful not to touch the mask or your face while wearing the mask;



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MASK DOFFING, STORAGE AND LAUNDERING

- Do not remove the mask until you are able to maintain physical distancing from other people;
- Wash/sanitize your hands before removing the mask;
- Be careful not to touch your eyes, nose or mouth when removing the mask;
- Remove the mask by the loops/straps behind the ears/head, pulling the mask away from your face to remove it;
- Place the mask in a plastic bag;
- Wash/sanitize your hands immediately after bagging the mask;
- Remove the mask from the bag by a loop/strap and launder or hand wash it with soap and hot water before reusing;
- Disinfect the bag (inside and out) or allow it to stand for 72 hours before reusing
- Wash your hands after handling the used mask and bag;



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Contractors



Wear a face covering when physical distancing is a challenge.

Do:



Wear a non-medical face covering like a cloth mask.



Wash your hands before putting it on and immediately after taking it off.



Make sure it fits well and covers your nose and mouth.



Change your face covering when it gets slightly wet or dirty.



Wash your face covering in hot water with detergent after each use.



Dispose of single-use face coverings into a lined garbage bin and wash your hands.

Do not:



Do not wear a medical-grade mask as these should be reserved for our health care workers.



Do not share face coverings with others.



Do not touch or move your face covering when wearing it.



Do not place on children under the age of two years or on anyone who can't take it off on their own.



Do not use plastic or other materials that you can't breathe through as a face covering.



Do not re-use face coverings that cannot be cleaned.

It is recommended you wear a face covering when physical distancing is a challenge. Stop the spread of COVID-19.

The best way to protect yourself is to continue to stay home as much as possible, wash your hands thoroughly and often, and stay 2 metres apart from others.

Visit ontario.ca/coronavirus

Ontario



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APPENDIX E: I GOT MY COVID-19 SHOTS. SO WHY DO I STILL NEED TO TAKE OTHER PRECAUTIONS AT WORK?

I got my COVID-19 shots so why do I still need to take other precautions at work?



1. Great news for you - vaccines are safe, effective and can protect you and those around you from serious illnesses like COVID-19.



2. Evidence shows vaccines are one of the most effective ways to prevent severe illness, hospitalization and death from COVID-19.



3. As with all vaccines, COVID-19 vaccination doesn't completely protect you from being infected by the virus - and you could still spread it if you are infected.



4. We also need to help protect others because not everyone can be vaccinated, young children for example.



5. Scientists are still learning about how well the vaccines work against new variants and how long immunity lasts.

Being vaccinated doesn't eliminate the need to follow other prevention measures.

Learn more at: Ontario.ca/covidsafety





COVID-19

Workplace Health & Safety Guide
Contractors



What precautions should I continue to take at work after getting my COVID-19 shots?



1. Keep wearing your mask to help reduce exposure to the virus and prevent spreading it if you are infected. This is especially important when you are unable to physically distance.



2. Continue to practice physical distancing to help protect yourself and others who may not be vaccinated, like young children.



3. If you feel sick, stay home.



4. Wash your hands. It helps prevent diseases including COVID-19.



5. Take your breaks outdoors and work outside if you can.

Being vaccinated doesn't eliminate the need to follow other prevention measures.

Learn more at: Ontario.ca/covidsafety

Ontario 

BID FORM

119-R-22 - Markham Economic Development and Culture Strategy

Opening Date: May 9, 2022 12:00 PM

Closing Date: May 30, 2022 3:00 PM

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Credit Card Acceptance

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Question	Response
Is credit card accepted as payment method?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Payment Term Discount

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Payable Department. NOTE: Invoices not mailed to the City Accounts Payable department, will have the discount extended accordingly.

Payment shall be considered to have been made on the date which appears on the payment cheque.

The City, in its sole discretion, will not take any discounts into consideration when determining the lowest priced Bid and the best value to the City.

We will not be submitting for Payment Term Discount

Description	Discount (%)
Please provide your discount percentage (%) for Net 15 day payment.	

Bid Price (Excluding Taxes)

Line Item	Description	Unit of Measurement	Quantity	Bid Price *
1	119-R-22 Markham Economic Development and Culture Strategy	Lump Sum	1	
Subtotal:				

Summary Table

Bid Form	Amount
Bid Price (Excluding Taxes)	
HST (13%)	\$ 0.00
Total Contract Amount:	

Specifications

Section 9.1 - Bidder Profile

Bidders should have the personnel, organization culture and financial resources to ensure their ongoing ability to deliver and support the proposed project within the commencement period of the Contract. In order to evaluate the Bidder as a viable and sound enterprise, include the following information with respect to the Bidder:

Line Item	Company Profile	Bidder's Response *
1	Year Established;	
2	No. of Years in Business;	
3	Legal Structure of Bidder (individual or firm): Corporation/Sole Proprietor / Partnership/Other	
4	Names and Titles of Officers, Partners, Principal:	
5	Total number of employees	
6	Identify all major clients	
7	Company description and background	
8	Include a statement, which describes the degree to which the scope of work of this RFP represents the core work of the Bidder. Include evidence that the team has the infrastructure, suitability and resources to fulfill the City's requirements and expectations of this RFP. Include project portfolio and experience of previous work indicating the competence and track record in the marketplace with regard to services required by the City. Include key aspects that distinguishes you from others in the marketplace;	

Section 9.1 - Related Experience, Knowledge, Qualifications & Capability in Delivering the Services

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Line Item	Company Profile	Bidder's Response *
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2	A description of the of the Bidder's necessary skills, qualifications, expertise and capability in the delivery of the said services;	
3	A description of the Bidder's experience in developing strategic plans for municipalities of similar size, complexity, and nature;	

Section 9.1 Proposed Team and Resources

Bidders are requested to provide the following:

Line Item	Staff Name	Key Task/Position	Years with Company	Years Experience in Field	Number of similar projects completed	Qualifications	Roles & Responsibilities
1							
2							
3							
4							
5							

Section 9.2 - Community Engagement Approach

It is important the Work be undertaken by a Bidder who can demonstrate specific knowledge and experience in performing similar work for projects of comparable nature, size and scope. In order to evaluate the Bidder's approach, methodology and work plan, include the following information with respect to the Bidder:

Line Item	Description	Bidder's Response *
1	A statement of understanding of the Work - This should include an indication of the nature of the work involved, approach to meeting the overall objectives and any anticipated conflicts and problems related to the implementation of the service. The statement should demonstrate that the Bidder is familiar with the particular requirements of the type of Service, and is conversant with municipal strategy planning services to show Bidder's skills and capabilities to undertake the tasks of the service.	
2	A summary of risks/problems/issues associated with the work and how they will be mitigated;	
3	A detailed account of the process for the services required;	
4	An indication of how soon the Bidder can commence Work, including key dates for major deliverables;	
5	State assumptions regarding roles and involvement of City staff and the estimated amount of their time involvement.	

Section 9.3 - Strategy and Action Plan Development Approach and Presentation

It is important the Work be undertaken by a Bidder who can demonstrate specific knowledge and experience in performing similar work for projects of comparable nature, size and scope. In order to evaluate the Bidder's approach, methodology and work plan, include the following information with respect to the Bidder:

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5	State assumptions regarding roles and involvement of City staff and the estimated amount of their time involvement.	

Unresolved Litigation

Question	Response *
Does the Bidder have any unresolved litigation with the City (including any affiliated entities or any principal thereof)?	<input type="radio"/> Yes <input type="radio"/> No

9.1 (b) Projects of Similar Size and Scope

- Provide a minimum of three (3) projects that are similar in size and scope within the last 5 years (e.g. municipal strategy implementation). Preference will be given to projects with municipalities, school boards and other government bodies.
- Each Proponent shall select at least **Three (3) of the submitted projects as references.**

Line Item	Project Type	Description of Project	Project Value	Completion Date (MM/YY)	Client Info: Company Name, Contact Person, Title, Phone number, Email Address	Use project as reference? (Minimum 3 unique references required)
1	Municipal Strategy Implementation					<input type="radio"/> Yes <input type="radio"/> No
2	Municipal Strategy Implementation					<input type="radio"/> Yes <input type="radio"/> No
3	Municipal Strategy Implementation					<input type="radio"/> Yes <input type="radio"/> No
4	Municipal Strategy Implementation					<input type="radio"/> Yes <input type="radio"/> No
5	Municipal Strategy Implementation					<input type="radio"/> Yes <input type="radio"/> No

Sub-Contractors

Bidders are requested to list all Subcontractor(s) and type of Work proposed to be used for this project. Bidders are requested not to indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and are requested not to indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Bidders are requested to list only one (1) Subcontractor for each type of Work.

Bidder(s) will be required, upon request by the City, to produce a list of references for all or any proposed Subcontractors within three (3) business days.

Relevant Subcontractor List

NOTE: If more rows are required, please click "Add optional rows" as needed to accommodate all entries.

By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Line Item	Company Name	Contact Person	Email Address	Phone Number	Contract Value	Description of work	Completion Date
1							
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Documents

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- 9.1 Proposed Team and Resources (c) Resumes for the Intended PM and Key Team Members * (mandatory)
- 9.3 (c) Time/Task Matrix * (mandatory)
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Addenda, Terms and Conditions

DECLARATION

The Bidder hereby acknowledges and agrees:

1. To provide all goods and services as more specifically set out in this Quotation, including but not limited to the scope of work, specifications, drawings, addenda (if issued by the City), the terms and conditions, etc. stated herein, which are expressly acknowledged and which shall form part of the Contract with the Successful Bidder.
2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
3. Bids shall be irrevocable and valid for acceptance by the City for a period of one hundred and twenty (120) business days from the Closing Time. Bid Prices shall be guaranteed by the Successful Bidder until final completion of the Contract.
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5. The Bidder agrees to provide all necessary labour, material and equipment necessary to complete the Work or provide goods and services as applicable and as per the Work described in this Quotation for the quoted price on the Bid Form.
6. Declare that all information stated in response to this Quotation is in all respects fair and true.

I/We have the authority to bind the proponent/bidder to these declarations and acknowledgements and to submit the accompanying proposal/bid on behalf of the proponent/bidder.

The Bidder shall declare any potential conflict of interest that could arise from submitting a Bid.

Does the Bidder have a potential conflict of interest? Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

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