



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 248-2023

PRE-QUALIFIED LIST OF PUBLIC ENGAGEMENT SERVICE PROVIDERS

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PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. DEFINITIONS

B1.1 When used in this Request for Qualification:

- (a) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) **"Calendar Day"** means the period from one midnight to the following midnight;
- (c) **"City"** means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (d) **"City Council"** means the Council of the City of Winnipeg;
- (e) **"Contract"** means the combined documents consisting of the Request for Qualification package, Request for Proposal package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (f) **"Contract Administrator"** means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (g) **"Contractor"** means the person undertaking the performance of the work under the terms of the Contract;
- (h) **"Engagement"** - a process whereby the City facilitates dialogue with and between the public and stakeholders to collect input which supports better decision making by the City. 2.3
- (i) **"may"** indicates an allowable action or feature which will not be evaluated;
- (j) **"must"** or **"shall"** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (k) **"Person"** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (l) **"Project"** - a broad term used to describe a temporary endeavor undertaken to create a unique product, service, or result. Including, but not limited to, initiatives, strategies, design, and project planning;
- (m) **"Proponent"** means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (n) **"Public"** - all persons who may be interested in a decision made by the City;
- (o) **"should"** indicates a desirable action or feature which will be evaluated on a relative scale;
- (p) **"Site"** means the lands and other places on, under, in or through which the work is to be performed;
- (q) **"Stakeholders"** - any group or representatives of a group who may be interested in providing input prior to a decision being made by the City. This may include: residents groups, businesses, special interest groups, community organizations, government agencies, and any other organization or representative of an organization interacting with the City;
- (r) **"Submission or Qualification Submission"** means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (s) **"Submission Deadline"** means the time and date for final receipt of Submissions;
- (t) **"Substantial Performance"** shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;

- (u) **“Work”** or **“Works”** means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all Plant, Material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided.

B2. EXECUTIVE SUMMARY

- B2.1 The City recognizes that options to flexibly add public engagement capacity are needed to ensure sufficient services are available when required. With limited internal public engagement staff, the City draws on external expertise and teams to bring their knowledge and human resources.
- B2.2 City of Winnipeg (the City) Public Service is interested in creating a pre-qualified list of engagement service providers. In recent years, public engagement has become an important element in City projects in order to facilitate dialogue with and between the public and stakeholders to collect input which supports better decision making by the City. A list of pre-qualified engagement service providers is intended to allow and encourage flexibility and adaptability, required elements for effective, iterative public engagement.
- B2.3 The Public Service recognizes that meaningful engagement requires that the project team is committed to considering input and incorporating it where possible. This could include those who are designing, planning, studying, and recommending for Council’s consideration. With a pre-qualified list of engagement service providers, technical teams and public engagement teams will be required to work closely together to achieve this. These terms will be made clear before entering into any assignment agreement.
- B2.4 The City will, based upon the evaluated Submissions, establish a single Pre-Qualified Proponents List (Contractors) for engagement services. The City intends to solicit proposals from all Pre-Qualified Proponents on the Pre-Qualified Proponents List.
- B2.5 During the term of the Contract, as services are required for various assignments, the City will assign Work to Pre-Qualified Proponents in accordance with the process outlined in B8.

B3. BACKGROUND

- B3.1 The Engage Winnipeg Policy ([City Policy No CO-013](#)) was adopted on September 26, 2019.
- B3.2 In 2022, Council passed [OurWinnipeg 2045](#), the City’s 25-year development plan which is intended to guide everything the City does.
- (a) Leadership and Good Governance Objective 2: *Promote trust and government responsiveness through meaningful, inclusive and informed community engagement. Build trusting and responsive relationships between the City and residents, businesses, community-based organizations, and with government bodies, including Indigenous, Federal, and Provincial governments – empowering all Winnipeggers to participate in respectful dialogue, and decision-making processes, leading to joint action on community issues.*
- (b) Leadership and Good Governance Policy 1.10: *Representative and Participatory Democracy Facilitate civic engagement and work towards co-creation opportunities that achieve local democratic participation from a representative and demographically diverse population*
- B3.3 Typically, public engagement consulting services are procured along with professional consulting services for a given project or initiative. This approach requires consulting teams to join together and create multi-level teams with budgets that include all project work. The Pre-Qualified Proponents List will be created to improve flexibility and ensure all public engagement consulting teams maintain a standard of work consistent with the Engage Winnipeg Policy, public engagement guidance documents, and International Association for Public Participation

(IAP2) core values and ethics. The creation of the Pre-Qualified Proponents List does not mean public engagement work will be exclusively awarded to the list; RFPs may still be issued for combined public engagement and professional consulting services.

- B3.4 RFPs for public engagement services reference a [Public & Stakeholder Engagement Requirements for conducting public engagement on behalf of the City of Winnipeg](#) document.
- B3.5 The City has a SharePoint site with public engagement templates and toolkits for Proponents who are conducting public engagement on behalf of the City.
- B3.6 The City has an online public engagement platform, [Engage Winnipeg](#). This tool will be an option for online engagement for anyone conducting online engagement on behalf of the City and may be a required component of project work.

B4. WINNIPEG

- B4.1 Winnipeg is an important Canadian city, and the capital of the Province of Manitoba. Located in Western Canada, Winnipeg plays a prominent role in transportation, finance, manufacturing, agriculture and education. It is known as the Gateway to the West. The City is located near the geographic centre of North America. It lies in a flood plain at the confluence of the Red and Assiniboine rivers and started around the point now commonly known as The Forks. It is protected from flooding by the Red River Floodway. Winnipeg covers an area of 663 square kilometers.
- B4.2 For information on City demographics, refer to the City of Winnipeg web site at: https://www.winnipeg.ca/cao/pdfs/CommunityTrendsandPerformanceReportVolume1_2019.pdf
- B4.3 For information related to the City's political structure, refer to the City of Winnipeg web site at: <https://winnipeg.ca/council/default.stm>
- B4.4 For information related to the City's administrative structure and services refer to the City of Winnipeg web site at: <https://winnipeg.ca/interhom/toc/departments.asp>
- B4.5 For information related to the City's finances refer to the City of Winnipeg web site at: <https://winnipeg.ca/finance/default.stm>

B5. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

- B5.1 The purpose of this Request for Qualifications (RFQ) is to identify experienced and capable Proponents to fulfill public engagement consulting services for project work on an as-needed basis.
- B5.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.
- B5.3 After receiving the Submissions to this RFQ, the City will review all Submissions received and create the Pre-qualified list of Pre-qualified Proponents. Only those on the Pre-Qualified list will be asked to submit proposals when required.
 - B5.3.1 Proponents on the Pre-Qualified list will be not be excluded from submitting proposals on other Requests for Proposals with engagement components, nor will they be given preference on such RFPs.

B6. SCOPE OF WORK

- B6.1 The Work to be done under the subsequent Contract(s) shall consist of the Provision of Public Engagement Consultant Services Pre-Qualified List for a period from award of contract until December 31, 2024 with the option of four (4) mutually agreed upon one (1) year extensions.

- B6.2 The purpose is to establish a Pre-Qualified list for Public Engagement Consultant Services on an as-needed basis, where and when applicable.
- B6.3 Pre-Qualified List Proponents may be asked to participate in training or meetings to outline expectations or requirements for conducting public engagement Work on behalf of the City.
- B6.4 When services are required, the Contract Administrator will reach out to a subset of Proponents from the Pre-Qualified List with an RFP and will request responses within a minimum of one week.
- B6.4.1 The Proponent submitting the most advantageous offer will be awarded Work of the Engagement, and the offer may be evaluated on criteria other than price alone.
- B6.5 Under the general direction of the Manager of Public Engagement, the Consultant will be asked to complete a scope of work that may include, but is not limited to one or more of the following:
- (a) project management in whole or in part of a public engagement process;
 - (b) develop and/or implement public engagement strategies;
 - (c) attend meetings as needed;
 - (d) work closely with subject matter experts to ensure feedback is understood and incorporated;
 - (e) facilitation services;
 - (f) support capacity building within the community through public engagement. For example, but limited to training street teams, supervising a community engagement coordinator, training organizations to host events;
 - (g) carrying out specific public engagement techniques or events;
 - (h) carrying out promotion for specific public engagement techniques or events;
 - (i) achieving public engagement objectives;
 - (j) data analysis and report or summary writing;
 - (k) working collaboratively with project teams and City staff;
 - (l) design and development of communications materials (e.g. videos, graphics, workbooks, information books, information boards); and
 - (m) public research (e.g. statistically representative surveys and focus groups).

B7. GENERAL CONDITIONS

- B7.1 The *General Conditions for Supply of Services* (Revision 2020 01 31) are applicable to the Work of the Contract.
- B7.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm

B8. PROCUREMENT PROCESS

Stage One

- B8.1 The first stage of the procurement process for establishing a Pre-qualified list is this Request For Qualifications. The City will qualify all Proponents that meet the City's minimum threshold for acceptance.
- B8.1.1 The City intends to invite no more than three Proponents to submit proposals for individual assignments, as required.

Stage Two

- B8.2 The second stage of the procurement process will be to solicit proposals through an RFP process from not more than three (3) Proponents from the established Pre-Qualified List as required.
- B8.3 The Contract Administrator will rotate between a sub-set of the Pre-Qualified List Contractors when requesting proposals for individual assignments, unless there are specific service needs that require the Contract Administrator to deviate from the rotation.
- B8.3.1 Details of each proposal and how submissions will be evaluated will be provided to the Proponents for each individual engagement at that time, and may vary from proposal to proposal.
- B8.3.2 The proposal may include requirements for the following:
- (a) Security Clearances (criminal record search certification or Winnipeg Police Service background check);
 - (b) Insurance; and/or
 - (c) Any other qualification specifically required for that assignment.
- B8.3.3 All successful Proponents will be expected to follow and use:
- (a) The City of Winnipeg Public Engagement Templates and Toolkit (Sharepoint access to be confirmed for all successful proponents).
 - (b) The City of Winnipeg [Writing Style Guide](#)
 - (c) The [Engage Winnipeg Policy](#)
 - (d) [Public and Stakeholder Engagement Requirements for conducting public engagement on behalf of the City of Winnipeg](#)
 - (e) The City of Winnipeg [Brand Manual](#)
 - (f) And any other applicable City policies as outlined in the [General Conditions for Supply of Services](#) and the RFP.

Stage Three

- B8.4 At the end of each assignment, the Proponent will be evaluated based on the proposal vs actual budget, the quality of the Work and the City's time spent on project management, with appropriate recognition and allowance for the dynamic nature of public engagement. A meeting will be held to go over the evaluation.
- B8.4.1 The City may remove a Proponent from the pre-qualified proponents list at any time if their standard of service is not consistent with the City's Engage Winnipeg Policy and requirements for public engagement.

B9. DISCLOSURE

- B9.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B9.2 The Persons are:
- (a) N/A

B10. CONFLICT OF INTEREST AND GOOD FAITH

- B10.1 Proponents, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B10.2 Conflict of Interest means any situation or circumstance where a Proponent or employee of the Proponent proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the RFQ process or the Work; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFQ process) of strategic and/or material relevance to the RFQ process or to the Work that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B10.3 In connection with their Bid, each entity identified in B10.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFQ process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B10.4 Without limiting B10.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B10.5 Without limiting B10.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B10.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B10.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B11. ENQUIRIES

B11.1 All enquiries shall be directed to the Contract Administrator identified in B12.

B11.2 Any Proponent who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the Contract Administrator.

B11.3 If the Proponent finds errors, discrepancies or omissions in the document, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B11.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the RFQ will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B11.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the RFQ will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B11.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B9 unless that response or interpretation is provided by the Contract Administrator in writing.

B11.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B12. CONTRACT ADMINISTRATOR

B12.1 The Contract Administrator is:
Morgan Vespa
Manager of Public Engagement
Telephone No. 204-986-4243
Email Address: mvespa@winnipeg.ca

B13. ADDENDA

B13.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFQ, or clarifying the meaning or intent of any provision therein.

B13.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B13.3 Addenda will be available on the MERX website at www.merx.com.

B13.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B13.5 The Proponent should acknowledge receipt of each addendum on Form A: Qualification Submission.

B13.6 Notwithstanding B11, enquiries related to an Addendum may be directed to the Contract Administrator indicated in B12.

B14. CONFIDENTIALITY AND PRIVACY

B14.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B14.2 The protection of personal information and privacy will be fundamental aspects of the Project. Proponents shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Proponents are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Contractor will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.

B14.3 The Proponent is advised that any information contained in any Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B14.4 All Qualification Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City. Qualification Submissions will become the property of the City. The City will have the right to make copies of all Submissions for their internal review process and to provide such copies to their staff and/or external advisors and representatives.

B14.5 The City reserves the right to post the names of the shortlisted Proponents, or otherwise make this information public at the end of the RFQ selection process.

B14.6 All information will become and remain the property of the City; none will be returned. If the Submission contains any proprietary or trade secret information, said information must be indicated as such.

B15. NON-DISCLOSURE

B15.1 Proponents must not disclose any details pertaining to their Qualification Submission and the selection process in whole or in part to anyone not specifically involved in their Submission, without the prior written approval of the City. Proponents shall not issue a news release or other public announcement pertaining to details of their Qualification Submission or the selection process without the prior written approval of the City.

B15.2 Proponents are advised that an attempt on the part of any Proponent or any of their employees, agents, contractors or representatives to contact any members of City Council or their staff or any member of City Administration other than the Contract Administrator with respect to this RFQ, may lead to disqualification.

B16. NO COLLUSION

B16.1 Upon responding to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.

B16.2 Proponents must ensure that their participation in this RFQ is conducted without collusion or fraud on their part or any of their team. Proponents and their team members shall not engage in discussions or other communications with any other Proponents or their team members regarding the preparation or submission of their responses to this RFQ. Breach of this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

B17. NO LOBBYING

B17.1 Any form of political or other lobbying whatsoever in relation to the Project or with a view to influencing the outcome of this RFQ process is strictly prohibited. Failure to comply with this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, disqualification from the RFP process.

B18. ELIGIBILITY

B18.1 No Persons involved with the City, or acting as a consultant or sub-consultant to the City with respect to this Project, are eligible to submit a Qualification Submission for this RFQ or participate in any manner whatsoever as a participant or advisor to any Proponent participating in this RFQ or subsequent RFP.

B19. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION

B19.1 Qualification Submissions will not be opened publicly.

B19.2 After evaluation, the names of the shortlisted Proponents and their address(es) will be available on the MERX website at www.merx.com.

B19.3 The Proponent is advised that any information contained in any Qualification Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B19.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Qualification Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B19.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Submission upon written request to the Contract Administrator.

SUBMISSION INSTRUCTIONS

B20. SUBMISSION DEADLINE

B20.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 11, 2023.

B20.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B20.1.

B21. QUALIFICATION SUBMISSION

B21.1 The Request for Qualification Submission shall consist of the following components:

- (a) Form A: Qualification Submission (Section A); and
- (b) Form Q: Ability to Provide Specific Components Form

B21.2 The Request for Qualification Submission should also consist of the following components:

- (a) Experience of Proponent (Section C);
- (b) Key Personnel and Credentials (Section D);
- (c) Proponent's Public Engagement Approach (Section E);

- B21.3 Further to B21.1 all components of the Submission shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Submission.
- B21.4 Further to B21.1(b), all components of the Submission should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B21.5 The Submission shall be submitted electronically through MERX at www.merx.com.
- B21.5.1 Qualifications will **only** be accepted electronically through MERX.
- B21.6 All requirements of the RFQ should be fully completed or provided, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B21.7 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B29.
- B21.8 All Submissions received in response to this RFQ will be kept in confidence with the sole purposes of evaluating and developing the best possible strategic option for the City.
- B21.9 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.
- B21.10 The City reserves the right to make additional copies of all Submissions for their internal review process and to provide such copies to their staff and external advisors.

B22. FORM A: QUALIFICATION SUBMISSION

- B22.1 Further to B21.1(a), the Proponent shall complete Form A: Qualification Submission, making all required entries.
- B22.2 Paragraph 2 of Form A: Qualification Submission shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B22.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B22.2.
- B22.3 In Paragraph 3 of Form A: Qualification Submission, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of this RFQ.
- B22.4 Paragraph 7 of Form A: Qualification Submission should be signed in accordance with the following requirements:
- (a) if the Proponent is sole proprietor carrying of business in their own name, it shall be signed by the Proponent;

- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by their duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B22.5 The name and official capacity of all individuals signing Form A: Qualification Submission should be printed below such signatures.

B22.6 If a Submission is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Submission, shall be both jointly and several.

B23. FORM Q: ABILITY TO PROVIDE SPECIFIC COMPONENTS FORM

B23.1 Further to B21.1(b), the Proponent shall complete Form Q: Ability to Provide Specific Components Form, herein called Form Q, making all required entries.

B24. COMPANY PROFILE AND EXPERIENCE OF PROPONENT (SECTION C)

B24.1 Further to B21.2(a), the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the Proponent(s) by providing:

- (a) Details demonstrating the history and experience of the Proponent and Subcontractors in providing public engagement services;
- (b) Your company's approach to overall team formation and coordination of team members;
- (c) Three (3) recent public engagement projects demonstrating a range of skills, scope and complexity; and
- (d) Examples of work identified in Form Q.

B24.1.1 For each project listed in B24.1(c), the Proponent should submit:

- (a) Scope and value;
- (b) Description of the activities;
- (c) Assignment schedule including duration, effort, and number of billable hours;
- (d) Key personnel;
- (e) Schedule; and
- (f) Two (2) references per project.
 - (i) Each reference should consist of a company name, contact name, email address and phone number.

B24.1.2 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B25. ENGAGEMENT APPROACH (SECTION D)

B25.1 Further to B21.2(c), the Proponent should submit information in sufficient detail for the City to evaluate the organization by providing:

- (a) their organization's approach towards public engagement;
- (a) an explanation of how their organization is guided by the [International Association for Public Participation's Code of Ethics](#).

B26. UNFAIR LABOUR PRACTICES

- B26.1 The Contractor declares that in bidding for the Work and in entering into a Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) <https://www.ilo.org/global/lang-en/index.htm> conventions as ratified by Canada.
- B26.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- B26.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- B26.4 Failure to provide the evidence required under B26.3, may be determined to be an event of default in accordance with C18.
- B26.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- B26.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- B26.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with clause B26.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- B26.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

B27. SUBSTITUTIONS

- B27.1 If, following your Submission, you become aware that any Persons identified to participate in this Project will be unable or is likely to be unable to participate on this Project, you must immediately advise the Contract Administrator and indicate your proposed substitute Person. Failure to do so may result in disqualification of your Submission from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

B28. PROPONENT’S COSTS AND EXPENSES

- B28.1 Proponents are solely responsible for their own costs and expenses in preparing and submitting a Qualification Submission and participating in the RFQ, including the provision of any additional information or attendance at meetings.

EVALUATION

B29. EVALUATION CRITERIA

- B29.1 Proponents will have their Submissions evaluated in accordance with the criteria below to determine if they are accepted as a Pre-Qualified Proponent. To be accepted, submissions must provide all required components and score a minimum total of 75% of the available 100% points on sections C and D.
- | | |
|--|-------------|
| (a) Compliance by the Proponent to the Mandator Requirements for acceptable deviation therefrom: | (pass/fail) |
| (b) Completion of Form Q with explanation(s) to provide specific components: | (pass/fail) |
| (c) Company Profile and Experience of Proponent (Section C) | 70% |
| (d) Engagement Approach (Section D) | 30% |
- B29.2 Further to B29.1(a), the City may reject a Submission as being non-responsive if the Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Submission, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B29.3 Further to B29.1(b), The City may reject a Submission as being non-responsive if the Submission does not adequately confirm the Proponent's ability to provide specific required components. The City may reject all or any part of any Submission, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B29.4 Further to B29.1(c) Company Profile and Experience of Proponent (Section C) shall be evaluated considering the information submitted in accordance with B24.
- B29.5 Further to B29.1(d), Engagement Approach (Section D) shall be evaluated considering the information submitted in accordance with B25.
- B29.6 Notwithstanding B29.1(c) to B29.1(d) a Submission may be determined to be not qualified if the Submission does not obtain a minimum of 50% of the available points for each category.
- B29.7 Notwithstanding B29.1(c) to B29.1(d) and B29.6 a Submission may be determined to be not qualified if the Submission does not obtain a minimum total of 75% of the available 100% points.
- B29.8 Reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B29.9 The City has full power to conduct an independent verification of information in any Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed members of their team.
- B29.10 The City may, in their sole discretion, interview any or all Proponents during the evaluation process, to provide clarification or additional information in relation to their Submission.

B30. NO CONTRACT

- B30.1 By submitting a Qualification Submission and participating in the process as outlined in this document, Proponents expressly agree that no contract of any kind is formed under, or arises from this RFQ, and that no legal obligations will arise.
- B30.2 Although it is the intention of the City to establish a shortlist of Proponents to participate in the RFP stage of the procurement process, the City reserves the right and the full power to give notice in writing of any change to their Contract Administrator, amend any dates, schedules,

limits and Scope of Work and any contract awarded, or to reject any and all Submissions, to launch a new or amended procurement process, or to decide that it will not issue the RFP, without incurring any liability in respect of costs or damages incurred by any Proponent or any member of a private sector team.

- B30.3 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this RFQ, the procurement process or the Project at any time.
- B30.4 If the City proceeds to request a more detailed proposal, only to Proponents determined to be qualified under the RFQ process, the City will have no obligation to award a Contract where:
- (a) only one Submission is received; or
 - (b) in the judgment of the City, the interests of the City would best be served by not entering into a Contract.
- B30.5 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.
- B30.6 Following the conclusion of the procurement process, Proponents will be provided with information related to the evaluation of their Submission upon written request to the Contract Administrator.