



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION
To Establish a Call Out List

RFQ NO. 171-2026

PROVISION OF MARKETING AND COMMUNICATIONS SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Provision of Marketing and Communications Services

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 30, 2026.

B2.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. INTENT OF QUALIFICATION

B3.1 The intent of this submission is to provide the City with sufficient information to qualify Proponents to develop marketing and communications material to support the promotion of City programs, services, and initiatives.

B3.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.

B3.3 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 bids when required.

B3.3.1 Proponents on the Pre-Qualified list will be not be excluded from submitting bids on other Bid Opportunities with marketing and communications material component(s), nor will they be given preference on such opportunities.

B3.4 The major components of the Work are as follows:

- (a) Support the development of marketing and communications material that may include, but is not limited to: market and stakeholder research; strategy development; campaign development; brand management; graphic design; video production; media buying; campaign performance management; speechwriting; financial communications; behaviour change management; consumer and corporate communications; influencer marketing; content creation; internal communications; social responsibility; issues and crisis management; digital and social communications; and government relations.
- (b) Adhere to standards as demonstrated in the City of Winnipeg's Brand Manual unless explicitly advised otherwise.
- (c) Follow all other policies, specifically the Plain Language Policy and the Corporate Advertising Policy, and recognizing the Winnipeg Charter's section on official languages.

B3.5 Proponents wishing to be qualified shall complete the Qualification Submission and the Qualifications Questionnaire document(s).

B3.5.1 Additional pertinent information may be submitted to demonstrate qualifications more fully.

B3.6 All projects are estimated to be **under \$75,000** and will be issued to pre-qualified Proponents only. Only Proponents qualified under this Request for Qualifications will be invited to bid on projects from the Pre-Qualified Proponent's list on a rotating basis.

B3.7 Qualification of Proponents, to bid on prospective Work, shall not be construed as a commitment by the City to award contracts to any Proponent or to pay any costs incurred by the Proponent in preparing a response or otherwise in relation to this statement.

B3.8 The City reserves the right to contact owners, owner's representatives and/or consultants that have been identified as well as the references provided in this statement of qualification.

- B3.9 The Proponent is obligated to inform the City, in a timely manner, of any changes to key personnel, ownership, bonding capability, financial position, insurance or any other information which may affect its pre-qualified status with the City.
- B3.10 The City reserves the right to add or remove Proponents from the Pre-Qualified Proponents list throughout the period of the Contract as specified in D2.1.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B4.2 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 notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B4.3 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.
- B4.4 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.
- B4.5 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.
- B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY AND PRIVACY

- B5.1 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.
- B5.2 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.
- B5.3 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).
- B5.4 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 its internal review process and to provide such copies to its staff and/or external advisors and representatives.

B5.5 The City reserves the right to post the names of the Pre-Qualified Proponents or otherwise make this information public at the end of the RFQ selection process.

B5.6 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.

B5.7 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. NON-DISCLOSURE

B6.1 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.

B6.2 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.

B7. NO COLLUSION

B7.1 Upon responding to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.

B7.2 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 Tender has been issued, from the Tender process.

B8. NO LOBBYING

B8.1 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 Tender has been issued, disqualification from the Tender process.

B9. ELIGIBILITY

B9.1 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 Tender.

B10. ADDENDA

B10.1 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.

- B10.2 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.
- B10.3 Addenda will be available on the MERX website at www.merx.com.
- B10.4 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.
- B10.5 The Proponent shall acknowledge receipt of each addendum on Form A: Qualification Submission. Failure to acknowledge receipt of an addendum may render a Qualification Submission non-responsive
- B10.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B11. QUALIFICATION SUBMISSION

- B11.1 The Qualification Submission should consist of the following components:
- (a) Form A: Qualification Submission;
 - (b) Form B: Qualification Questionnaire; and
 - (c) Proof of Insurance D8.
- B11.2 All components of the Qualification Submission 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.
- B11.3 The Qualification Submission shall be submitted electronically through MERX at www.merx.com.
- (a) During the term of the contract, additional Proponents may be considered as per B19
- B11.4 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document, including the General Conditions, will be evaluated in accordance with B18.1(a).
- B11.5 **Pre-Qualified Proponents presently on a pre-qualifications list must resubmit.**

B12. FORM A: QUALIFICATION SUBMISSION

- B12.1 The Proponent should complete Form A: Qualification Submission, making all required entries.
- B12.2 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.
- B12.2.1 If a Qualification Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B12.2.
- B12.3 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.

B12.4 Paragraph 7 of Form A: Qualification Submission shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on 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.

B12.4.1 The name and official capacity of all individuals signing Form A: Qualification Submission should be entered below such signatures.

B12.4.2 All signatures shall be original.

B12.5 If a Qualification 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 Qualification Submission and the Contract, when awarded, shall be both joint and several.

B13. QUALIFICATION QUESTIONNAIRE

B13.1 The Proponent should complete Form B: Qualification Questionnaire giving a list of previously completed work, similar in nature, scope and value to the Work, in sufficient detail to demonstrate the Proponent's qualification to complete the Work.

B13.1.1 Further to B13.1, the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the Proponent (s) by providing:

- (i) Names of key personnel;
- (ii) Designations, degrees, diplomas and/or other certifications;
- (iii) Number of years of experience; and
- (iv) References for recent projects of similar in size, scope and complexity; and
 - (i) Each Reference should consist of the following:
 - ◆ Project name;
 - ◆ Location;
 - ◆ A brief description of the project;
 - ◆ Project value;
 - ◆ Company name (Owner);
 - ◆ Date of project completion;
 - ◆ Contact name, telephone and e-mail address; and
- (v) List of non-City of Winnipeg client references.

B13.2 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 Tender has been issued, from the Tender process.

B14. CONFLICT OF INTEREST AND GOOD FAITH

B14.1 Further to C3.2, Proponents, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B14.2 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.

B14.3 In connection with their Bid, each entity identified in B14.2 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.

B14.4 Without limiting B14.3, 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.

B14.5 Without limiting B14.3, 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 B14.4 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.

B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B15. QUALIFICATION

B15.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B15.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B15.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work;
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B15.4 and D6).

B15.4 Further to B11.3(d), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B15.5 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B15.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B15.7 Further to B15 the Contract Administrator, or designated representative, may require further qualification information in regards to the qualifications of key personnel when specific technical work is warranted.

B16. OPENING OF QUALIFICATIONS AND RELEASE OF INFORMATION

B16.1 Qualification Submissions will not be opened publicly.

B16.2 After evaluation, the names of the Pre-Qualified Proponents and their address(es) will be available on the MERX website at www.merx.com.

B16.3 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).

- B16.3.1 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.
- B16.3.2 The Request for Qualification does not commit the City to award any contracts or to defray any costs incurred in the preparation and submission of data pursuant to this request.
- B16.4 During the term of the contract, the names of the Contractors and contract amounts for each project will be available on the MERX website at www.merx.com .

B17. WITHDRAWAL OF SUBMISSIONS

- B17.1 A Proponent may withdraw their Qualification Submission without penalty prior to the Submission Deadline.

B18. EVALUATION OF QUALIFICATIONS

- B18.1 Evaluation of Qualification Submissions shall be based on the following Qualification evaluation criteria:
- (a) compliance by the Proponent with the requirements of the RFQ or acceptable deviation there from (pass/fail);
 - (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B15 (pass/fail); and
 - (c) References (pass/fail).
- B18.2 Further to B18.1(a), the Award Authority may reject a Qualification Submission as being non-responsive if the Qualification Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Qualification Submission, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B18.3 Further to B18.1(b), the Award Authority shall reject any Qualification Submission submitted by a Proponent who does not demonstrate, in their Qualification Submission or in other information required to be submitted, that they are qualified.
- B18.4 Further to B18.1(c), References listed in Form B: Qualification Submission, 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.
- B18.4.1 The City may reject any Qualification Submission submitted by a Proponent whose references are of a continuously disapproving nature or whose work experience is not consistent with the qualifications required.
- B18.5 The City may, in its sole discretion, interview any or all Proponents during the evaluation process, to provide clarification or additional information in relation to its Submission.
- ## **B19. ADDITIONAL PROPONENTS**
- B19.1 The City of Winnipeg will accept and review applications from Proponents throughout the term of the Contract.
- B19.1.1 A Proponent may request to be added to the list by contacting the Contract Administrator as identified in D4.1.
- B19.2 Proponents will be evaluated against the same criteria as stated in B18.

- B19.3 Application review, approval and acceptance procedure may take up to thirty (30) Calendar Days to process.
- B19.4 For those Proponents applying outside of the formal Request for Qualifications process, there will be a minimum thirty (30) Calendar Day waiting period after qualifications are completed and accepted before an invitation to quote may be provided.

B20. NO CONTRACT

- B20.1 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.
- B20.2 Although it is the intention of the City to establish a Pre-Qualified Proponents list to participate in the Tender stage of the procurement process, the City reserves the right and the full power to give notice in writing of any change to its 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 a Tender, without incurring any liability in respect of costs or damages incurred by any Proponent or any member of a private sector team.
- B20.3 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.
- B20.4 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.
- B20.5 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.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the RFQ to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract

D2. SCOPE OF WORK

D2.1 The Work to be done under the proposed Contracts shall consist of developing marketing and communications material to support the promotion of specific City programs, services, and initiatives at the direction of the Contract Administrator for the period of May 1, 2026 to April 30, 2029.

D2.1.1 In accordance with D2.1 the Proponent shall adhere to standards as demonstrated in the City of Winnipeg's [Brand Manual](#).

D2.1.2 In accordance with D2.1 the Proponent shall follow all other policies, specifically the [Corporate Advertising Policy](#), recognizing the Winnipeg Charter's section on official languages.

D2.2 The major components of the Work are as follows:

- (a) Support the development of marketing and communications material, market and stakeholder research; strategy development; campaign development; brand management; graphic design; video production; media buying; campaign performance management; speechwriting; financial communications; behaviour change management; consumer and corporate communications; influencer marketing; content creation; internal communications; social responsibility; issues and crisis management; digital and social communications; media buying; and government relations.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or designate.

D2.3.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D3. SUSPENSION AND REMOVAL FROM THE PRE-QUALIFIED LIST

D3.1 Suspension and/or removal from the Pre-Qualified list may be made by the Contract Administrator, at his/her sole discretion, for any failure on the part of the Contractor to meet any of the obligations in the Work resulting from this Request for Qualification.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Kristen McLure
Manager, Marketing & Branding
Customer Service & Communications

Telephone No. 204-391-4968
Email Address kristenmclure@winnipeg.ca

D5. CONTRACTOR'S SUPERVISOR

D5.1 At the initial meeting, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D6.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D6.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D6.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. INSURANCE

D8.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, personal and advertising injury liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work; and
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.

D8.4 The Contractor shall provide:

(a) The certificate of insurance, in a form satisfactory to the Supervisor of Insurance, to:

The City of Winnipeg
Risk Management
Insurance Section
185 King Street, 3rd Floor
Winnipeg, MB R3B 1J1

D9. COMMENCEMENT

D9.1 The Proponent/Contractor shall not be placed on the Pre-Qualified Proponents List or commence any Work that results from this Request for Qualifications until the requirements listed in D9.2 are satisfied.

D9.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
- (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) evidence of the insurance specified in D8; and
 - (iv) the direct deposit application form specified at https://legacy.winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

PART E - SPECIFICATIONS

GENERAL

E1. ASSIGNMENT OF WORK

- E1.1 When, during the term specified in D2.1, services are required for the Work, the Contract Administrator and/or designate will issue a Tender, to a minimum of three (3) Pre-Qualified Proponents, on a rotating basis, on the Pre-Qualified Proponents list.
- E1.1.1 Further to E1.1, only Proponents qualified under this Request for Qualifications will be invited to submit a Bid from the Pre-qualified Proponent's list on a rotating basis
- E1.1.2 Further to E1.1, the Contract Administrator shall provide details of the Work with the Tender.
- E1.2 The Proponent(s) are invited to submit a Bid in accordance with the procedure set forth below.
- E1.3 The Pre-Qualified Proponent(s) shall, no later than the date shown on the Tender submit:
- (a) The Total Bid Price.
 - (i) Further to E1.3(a), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item identified by the Contract Administrator and/or designate; or
 - (ii) Further to E1.3(a), the Total Bid Price shall be the lump sum price.
- E1.4 The City shall not be required to provide a Tender to a Pre-Qualified Proponent if:
- (a) the Pre-Qualified Proponent has previously declined to submit Bid for Work of similar nature, scope and size and to be performed in substantially the same time frame;
 - (b) the Pre-Qualified Proponent requests, for reasons acceptable to the Contract Administrator, to be excluded from the normal order of the Pre-Qualification List for all or any types of Work.
- E1.5 The Tender will be evaluated by the Contract Administrator and/or designate based on the following bid evaluation criteria:
- (a) Total Bid Price 100%
- E1.6 The City will have no obligation to award a Tender where the prices exceed the available City funds for the Work.