



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 215-2024

**PROFESSIONAL CONSULTING SERVICES FOR GREENSPACE & NATURAL
CORRIDORS PLAN BYLAW & BIODIVERSITY POLICY**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR GREENSPACE & NATURAL CORRIDORS PLAN BYLAW & BIODIVERSITY POLICY

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 29, 2024.

B2.2 The Consulting 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. ENQUIRIES

B3.1 All enquiries shall be directed to the Consulting Contract Administrator identified in D2.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Consulting Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator to all Proponents by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator only to the Proponent who made the enquiry.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

B4.1 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 Consulting 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.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Consulting Contract Administrator.

B5. ADDENDA

B5.1 The Consulting Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B5.2 The Consulting 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.

B5.3 Addenda will be available on the MERX website at www.merx.com.

B5.4 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.

B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Consulting Contract Administrator indicated in D2.

B6. PROPOSAL SUBMISSION

B6.1 The Proposal shall consist of the following components:

- (a) Form A: Bid/Proposal (Section A) in accordance with B7;
- (b) Fees (Section B) in accordance with B8.

B6.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
- (c) Project Understanding, Work Plan and Schedule (Section E) in accordance with B11; and
- (d) Social Procurement Questionnaire (Section F) in accordance with B12.

B6.3 Further to B6.1 all components of the Proposal 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 Proposal.

B6.4 Further to B6.2, all components of the Proposal 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.

B6.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.

B6.6 The Proposal shall be submitted electronically through MERX at www.merx.com.

B6.6.1 Proposals will **only** be accepted electronically through MERX.

B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

B6.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

B7.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

B7.2 Paragraph 2 of Form A: Bid/Proposal 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.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2

B7.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B7.4 Paragraph 13 of Form A: Bid/Proposal 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.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B7.5 If a Proposal 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 Proposal and the Contract, when awarded, shall be both joint and several.

B8. FEES (SECTION B)

B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D6 Scope of Services.

- (a) A minimum of 10% of the project budget should be directed to Indigenous (First Nations, Inuit and/or Red River Métis (Métis) peoples) Team member(s) or an Indigenous (First Nations, the Red River Métis Nation, and/or Inuit communities)-owned firm, with local knowledge and connections.
 - (i) Along with verification identified through the Social Procurement process, third-party verification should encompass either validation of government issued First Nation,

Inuit, Métis or non-status documentation or affirmation from the First Nation, Inuit, Métis or non-status that the applicant identifies with.

- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b) and as discussed in D11.13.
- B8.5 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B8.6 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D24. Any such costs shall be determined in accordance with D24.

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proposals should include:
 - (a) Details demonstrating the history and experience of the Proponent and any Subconsultants, in providing three (3) projects by the prime consultant and two (2) by each sub-consultant for each of the following areas of work:
 - (i) Projects of similar scale (city-wide scale);
 - (ii) Projects of similar scope (strategic planning, policy and bylaw development and implementation projects; First Nations, Métis, and Inuit knowledge of land, community, and ecology; ecological service valuation; natural asset planning and management projects; financial analysis and cost benefit analysis projects);
 - (iii) Projects of similar complexity (public engagement, project management, co-development); and
 - (iv) Projects of similar value.
 - (b) For each project listed in B9.1(a), the Proponent should submit:
 - (i) Description of the project;
 - (ii) Where applicable, description of incorporating First Nation, Métis, and/or Inuit experience and knowledge into project process and outcomes;
 - (iii) Role of the consultant;
 - (iv) Project's original contracted cost and final cost;
 - (v) Project delivery schedule and completion date;
 - (vi) Project owner;
 - (vii) Description of what aspects of this project are relevant to this contract;
 - (viii) Describe how the project align with the expertise listed in B9.2;
 - (ix) Include a description of instances where there were obstacles, delays or unexpended hurdles and what was done to adapt to meet the project deliverables;
 - (x) Reference information (two current names with telephone numbers and email addresses per project).
 - (xi) Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.2 Proposals should include team expertise which may be relevant to the project including, but not limited to:

- (i) Strategic planning, municipal policy and bylaw development;
- (ii) Terrestrial and aquatic ecologist;
- (iii) Local First Nations, Métis, and Inuit ecological and cultural knowledge;
- (iv) Natural asset and habitat planning and management;
- (v) Geographic information system (GIS) data collection, modeling and analysis;
- (vi) Urban Planning & Design: land use, urban development, ecological/ environmental, landscape architecture;
- (vii) Land economics, financial and investment planning, ecological services valuation;
- (viii) Stakeholder consultation, public engagement and communications, including IAP2 experts; and,
- (ix) Mapping, visual communications, graphic design.

- B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings
- B9.3 Team should include First Nations, Métis, and/or Inuit representation with knowledge of the local communities, nations, ecology and Rightsholders.
- B9.4 Team formation should include team members familiar and experience with the aforementioned areas of expertise, and with knowledge of the local Winnipeg social, cultural, economic, political, and environmental context.
- B9.5 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees, description of First Nation, Métis, and/or Inuit experience and other pertinent information for the Proponent and all Subconsultants.

B10. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

- B10.1 Describe your approach to overall team formation, of the management and coordination of team members.
- (a) Include an organizational chart for the Project showing key team members, reporting relationships and roles.
- B10.2 Identify the following Key Personnel assigned to the Project and demonstrate how they satisfy the role requirements.
- (a) Include the following Key Personnel:
 - (i) Project Manager;
 - (ii) Indigenous Knowledge Lead;
 - (iii) Urban Ecology and Biodiversity Lead;
 - (iv) Greenspace and Urban Planning/Design Lead;
 - (v) Economic and Financial Analysis Lead;
 - (vi) Public Engagement and Communications Lead;
 - (vii) Spatial Analysis and GIS Lead;
 - (viii) Other key personnel.
 - (b) Submit the experience and qualifications of the Key Personnel assigned to the Project, including but not limited to experience working on projects of similar complexity, scope and value. Include educational background and degrees, professional recognition, job title, years of experience in current position and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1(a). Include which area(s) of expertise, as listed in B9.2, the Key Personnel will represent along with additional relevant expertise they will bring to the project.

- B10.3 For each Key Personnel identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B9, provide only the project name and the role of the key person.
- (a) For each project listed, the Proponent should submit:
 - (i) Description of project, including what aspects of the project are relevant or applicable to this contract;
 - (ii) Description of First Nation, Métis, and/or Inuit experience and knowledge, as applicable;
 - (iii) Role of the person;
 - (iv) Role of the consultant;
 - (v) Project Owner;
 - (vi) Include a description of instances where there were obstacles, delays or unexpended hurdles and what was done to adapt to meet the project deliverables; and
 - (vii) Reference information (a minimum one current name with telephone number(s) and email address per project).

B11. PROJECT UNDERSTANDING, WORK PLAN AND SCHEDULE (SECTION E)

- B11.1 Proposals should address the team's **Project Understanding** of the requirements of the assignment, including but not limited to:
- (a) The broad functional and technical requirements;
 - (b) Project management and project deliverables;
 - (c) Proposed project budget;
 - (d) Project schedule;
 - (e) Project risks;
 - (f) The City's project methodology with respect to the information provided within this RFP; and,
 - (g) Any other items or issues that convey your team's understanding of the Project requirements.
- B11.2 **Project Understanding** should also demonstrate the relevance of key considerations as it relates to the Project Approach (as per D4) and Scope of Services (including Deliverables, as per D6) for the following project concepts:
- (a) Biodiversity;
 - (b) Greenspace;
 - (c) Natural corridors; and
 - (d) The integration of First Nations, Métis, and Inuit knowledge of land, community, and ecology.
- B11.3 **Project Work Plan:**
- (a) Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
 - (i) Describe the collaborative process/method(s) to be used by the Key Personnel of the team in the various phases of the Project.
 - (b) Proposals should address the Proponents practical understanding of the methods required to accomplish the Project Deliverables as outlined in D6.3:
 - (i) State of the Landscape Report;
 - (ii) Greenspace and Natural Corridors Plan Bylaw;

- (iii) Biodiversity Policy;
 - (iv) Strategic Implementation Plan; and
 - (v) Engagement.
- (c) Project Work Plan should be organized and presented in accordance with the Scope of Services identified in D6, and should include any other issues or tasks that convey your team's understanding of the project requirements and deliverables:
- (i) Proposals should include a detailed Work Plan and corresponding schedule that includes phases, key tasks, resource assignments, start and completion dates for each phase of work, milestones and the deliverables that will result from each phase
 - (ii) Provide an explanation of how the project requirements and deliverables will be met and describe the success measures, key risk factors and mitigation strategies.

B11.4 Project Schedule:

- (a) Proponents should present a carefully considered critical path method schedule using Microsoft Projects or similar project management software, complete with resource assignments (key team members), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- (b) The Proponent's Project Schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the Project. Reasonable times should be allowed for completion of these processes.
 - (i) Review periods of key deliverables by City's Project Team should be a minimum of ten (10) Working Days.
 - (ii) Refer to D11 Engagement for additional schedule considerations.

B11.5 Person Hours:

- (a) The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D6 Scope of Services.

A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- (b) Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with (a).
- (c) The total Fees on Form P: Person Hours should match Fees submitted in response to B8.
- (d) For each person identified in B10.2, list the percent of the person's time to be dedicated to the Project in accordance with the Deliverables within the Scope of Services identified in D6.3.

B12. SOCIAL PROCUREMENT QUESTIONNAIRE (SECTION F)

- B12.1 The Proponent should fill in the questionnaire in accordance with the questionnaire instructions in Appendix F.

B13. DISCLOSURE

- B13.1 Various Persons provided information or services with respect to this RFP. 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.

- B13.2 The Persons are:

- (a) HTFC Planning & Design provided information on Project Scope, preliminary stakeholder engagement and additional material noted in B13.3.

- B13.3 Additional Material:

- (a) See Appendices: A-F

B14. CONFLICT OF INTEREST AND GOOD FAITH

- B14.1** Further to C3.2, Proponents, by responding to this RFP, 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 Key Personnel proposed for the Services 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 Proposals 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 RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information, disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project 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 Proposal, each entity identified in B14.2 should:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Consulting 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 Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Services 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 Key Personnel proposed for the Services 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 Key Personnel proposed for the Project, 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, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
- (d) Minimum one (1) Key Personnel shall have or establish an office in Winnipeg for the duration of the project.

B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services 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://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

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

- (a) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
- (b) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (c) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
- (d) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (e) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B15.4 and D14).

B15.4 The Proponent and/or proposed Subconsultant should have successfully carried out services for the planning, policy and bylaw development, ecological service valuation, natural asset planning and management, public engagement and project management for projects of similar complexity, scope and value; and to those required for this Project.

B15.5 Further to B15.3(e), the Proponent acknowledges they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B15.6 The Proponent shall submit, within three (3) Business Days of a request by the Consulting Contract Administrator, further proof satisfactory to the Consulting Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.

B15.7 The Proponent shall provide, on the request of the Consulting Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Consulting Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B16.3 The Proponent is advised any information contained in any Proposal 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 Proposal 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.

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Consulting Contract Administrator.

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B19. INTERVIEWS

B19.1 The Consulting Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B20. NEGOTIATIONS

B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

- B21.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: | (pass/fail) |
| (c) Fees; (Section B) | 10% |
| (d) Experience of Proponent and Subconsultant; (Section C) | 19% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 36% |
| (f) Project Understanding, Work Plan and Schedule (Section E) | 30% |
| (g) Social Procurement Questionnaire (Section F) | 5% |
- B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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 Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.
- B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.5 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.6 Further to B21.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D6.13.
- B21.7 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.
- B21.8 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B10.
- B21.9 Further to B21.1(f), Project Understanding, Methodology and Schedule will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, and considering the Proponent's ability to comply with the requirements of the Project, in accordance with B11.
- B21.10 Further to B21.1(g), the Social Procurement Questionnaire will be evaluated considering the information provided in responses as indicated in the questionnaire. Points scored in the Social Procurement Questionnaire will be converted to the points stated in B21.1(g).
- B21.11 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.13 Where references are requested, the 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.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with their own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at their discretion, award the Contract in Phases.
- B22.5 Further to B22.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B22.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B22.6.1 The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B22.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B22.8 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Consulting Contract Administrator.
- B22.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2022-09-02) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant 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 Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. CONSULTING CONTRACT ADMINISTRATOR

D2.1 The Consulting Contract Administrator is:

Stephanie Whitehouse

Telephone No. 204-986-2530

Email Address: swhitehouse@winnipeg.ca

D2.2 At the pre-commencement meeting, the Consulting Contract Administrator will identify additional personnel representing the Consulting Contract Administrator and their respective roles and responsibilities for the Services.

D3. BACKGROUND

D3.1 The Planning, Property and Development Department, in collaboration with the Parks and Open Space Division of Public Works, is leading a planning and engagement process to develop a Greenspace and Natural Corridors Plan Bylaw (Plan), and a Biodiversity Policy.

D3.2 The Plan and the Biodiversity Policy will align with municipal development plans, *OurWinnipeg 2045* (OW) and *Complete Communities 2.0 Direction Strategy*, including with the following policy direction:

“2.20 Leverage Green Infrastructure. Create a master green space and natural corridor plan by-law that enables conservation, management, restoration, and enhancement of the inherent value and ecological functioning of parks, waterways, natural areas and systems year-round, to support the environment, advance climate change adaptation and mitigation, and increase quantity of such lands by 1,000 acres that can be accessed for recreation, social interaction, active living and connection of people and nature with nature, as population growth occurs.” (OurWinnipeg 2045)

*“4.8 Develop a green space and natural corridor plan by-law that includes:
a) Consideration of municipal golf courses as major nature preserves and green space;*

b) A Biodiversity Policy for Winnipeg that will detail, among other things, an ecological network that is interdependent, reciprocal healthy, connected and integrated with the built environment and life on the land; one rooted in Indigenous traditional knowledge of land, community, and ecology. This should include a requirement for an annual report to Council structured in line with Durban Commitments Local Governments for Biodiversity.

c) A Corridor Plan to protect, and enhance Winnipeg forests, greenspaces, natural environment and natural area corridors including Winnipeg’s connecting riverbank corridors.

d) Tracking the status of green space and regular reporting to the public and Council.” (Complete Communities 2.0 Direction Strategy)

D3.3 The *Winnipeg Parks Strategy* (Parks Strategy), approved in 2022, additionally includes direction to develop a greenspace and natural corridors plan and to provide a biodiversity framework or policy, to replace or as a companion to the *Ecologically Significant Natural Lands Strategy and Policy*. It directs the Plan to include a methodology to quantify the value of ecological services

and natural asset, in order to advance climate change adaptation and mitigation, and increase the quantity of open space for use by the public, exploring the opportunity to establish a separate and distinct land dedication requirement for ecologically significant natural lands. While the Parks Strategy itself addresses a significant amount of greenspace and the interests of protection and enhancement of natural habitat, its focus is primarily on park land assets, park amenities, connecting people with nature, and park levels of service in support of public recreation and activity, and it is limited to those lands under Parks jurisdiction.

- D3.4 *Winnipeg's Climate Action Plan (WCAP)*, approved by Council in 2017, includes direction for the City to preserve and manage parks and natural areas to support climate change mitigation. The WCAP directs the City to develop a methodology to quantify the value of ecological goods, services and natural assets, recognizing the inherent value greenspace and natural corridors have as 'green infrastructure', capturing greenhouse gas emissions and stormwater runoff, mitigating urban heat island effect, sustaining species diversity, providing food security, and supporting community health. The WCAP also includes policy to "explore regional opportunities to better connect the ecological network to add resiliency to Winnipeg and surrounding communities." The Plan will support and advance climate change mitigation, adaptation and resiliency, by guiding green infrastructure and nature-based solutions and by identifying the optimum state of the landscape to support ecosystems and waterways and their connectivity within and beyond the City of Winnipeg.
- D3.5 The *Winnipeg Urban Forest Strategy* (<https://engage.winnipeg.ca/urbanforest>) provides a 20-year vision for the city's tree canopy and includes policy, recommendations, and strategic actions to help protect, preserve, and grow the canopy well into the future.
- D3.6 The Greenspace and Natural Corridors Plan By-law and the Biodiversity Policy will be the City of Winnipeg's first comprehensive, over-arching plan to address public and private greenspaces, natural corridors and biodiversity in the city.
- D3.7 The Plan and the Biodiversity Policy will be two separate long-range planning and policy documents, with related components. Requirements are detailed in D6 Scope of Services.
- D3.8 The Plan will include a 10-year strategic plan, implementation plan, management principles and monitoring framework that will enable the City to coordinate and lead the planning, management and acquisition of greenspace, natural corridors, and biodiversity, across multiple jurisdictions.
- D3.9 Phase one of this project, which is now considered complete, involved preliminary scoping of the project assignment. Recognizing this assignment is broad, complex and far-reaching, the City of Winnipeg engaged a consultant to initiate preliminary research, engagement and scoping of the Plan. Research included a policy context review, jurisdictional scan and analysis, data review, and limited stakeholder engagement. A summary of research findings in phase one is considered preliminary and is subject to updates and validation through subsequent project development. (see Appendices).
- D3.10 Phase one assignment included the development of Preliminary Vision, Guiding Principles, Goals & Objectives (see Appendix A), in collaboration with a Core Working Group, which are considered foundational for this assignment.
- D3.11 The objective of this project assignment is to develop an innovative, actionable and fiscally responsible Plan and Biodiversity Policy to guide the planning, management, creation, and acquisition of greenspace, natural corridors, and green infrastructure in Winnipeg.
- D3.12 The City of Winnipeg Planning, Property and Development Department is engaging the Centre for Indigenous Environmental Resources' (CIER) to facilitate a co-development process to support the creation of the Plan and the Biodiversity Policy, in the interest of helping the City to achieve its commitments to reconciliation and advance partnerships with Indigenous peoples and organizations in Winnipeg.
- D3.13 The Plan and the Biodiversity Policy will identify the necessary mechanisms (policies, bylaws, standards, strategic actions, management principles, valuation methodologies, monitoring techniques, resource requirements, traditional and innovative resourcing partnerships, et al) to

protect, enhance, restore, and sustain ecological networks, natural corridors, biodiverse habits, and further integrate and value green infrastructure into the urban environment for the health and wellness of current and future generations.

- D3.14 The outcome of this assignment will be co-developed recommendations for an overarching bylaw, policy and implementation strategy that will inform the planning and management of land, guiding decisions, setting directions, establishing priorities, filling in gaps, and encouraging alignments and partnerships, to help advance and achieve the vision of the City's *OurWinnipeg 2045* and *Complete Communities 2.0* and the vision, objectives and goals of the Plan itself, for consideration by Council.

D4. PROJECT APPROACH

- D4.1 The overarching goal of the Plan and the Biodiversity Policy is to protect and enhance biodiversity at a local level, in alignment with the [Montreal-Kunming Framework](#) through strategic and coordinated planning, maintenance and decision-making.
- D4.2 Preliminary Vision, Guiding Principles, Goals & Objectives: The Consultant shall use first phase documents and information (as noted in D3.9 and D3.10 and found in Appendices) and recommendations from the Co-Development Team to guide the development and outcomes of the Plan, with updates as/if necessary, following further research and broader engagement during the subsequent phase(s).
- D4.3 The Montreal Pledge: On July 13, 2023, City of Winnipeg Council endorsed the signing of the Montreal Pledge, committing the City to fifteen concrete actions that will demonstrate leadership to act swiftly to protect and preserve local biodiversity. The Plan and the Biodiversity Policy will address how these actions are accomplished in Winnipeg.
- D4.4 Two-Eyed Seeing: The development of a greenspace and natural corridors plan bylaw and biodiversity policy presents the City with the opportunity to collaborate with First Nations, Métis, and Inuit community, knowledge carriers and stewards of the land, to incorporate and reflect First Nations, Métis, and Inuit values, knowledge, practices, and land interests in the framework, priorities and strategies of the plan and policy. As indicated in the preliminary Principles (see Appendix A), this assignment must integrate First Nations, Métis, Inuit and Western ways of knowing in addressing biodiversity, greenspace and natural corridor protection, management and enhancement. The principle of Two-eyed Seeing is fundamental to the creation of the Plan and the Biodiversity Policy, and to the Strategic Implementation Strategy.
- D4.5 Systems approach: Recognizing that greenspaces, natural corridors and biodiversity are multi-functional and interconnected, the Plan will take a coordinated, multidisciplinary and multifunctional approach to greenspace and natural corridors protection, management, restoration and enhancement, to ensure that these spaces are planned and managed as systems, instead of fragmented pieces. A plan for greenspaces, natural corridors and biodiversity, will serve to align City policies, planning and management, and will address gaps, with the aim to sustain the health and wellness of people and nature.
- D4.6 Science and Data: Policy must be guided by the best available data and knowledge, drawing strengths from two-eyed seeing. Ecosystem services and green asset evaluation, based on the most current and available data, scientific and First Nations, Métis, and Inuit knowledge, future risks assessment, long-term sustainability, and other identified community values, must be incorporated into the plan strategies, targets, monitoring et al, and will be the foundation for any recommended goals and objectives for greenspace acquisition, natural corridor protection, ecosystem enhancement, and restoration.
- D4.7 Climate resiliency and adaptation lens: The plan must research, evaluate and recommend nature-based solutions and ecosystems services that can help address climate change resiliency and adaptation. It must incorporate best practices and knowledge while basing opportunities and recommendations within the limits and complexity of the local environment and anticipated temporal changes.

- D4.8 **Scale of work:** The Plan will consider public and private greenspaces (as defined in “Definitions,” D13), natural corridors and biodiversity at a site, neighbourhood, and city scale, with consideration to regional connectivity and applying all relevant provincial, national and global regulations. The Plan must apply an ecosystems lens to evaluation and prioritization, recognizing the interconnectedness of all living things and their relationships and challenges within the urban form.
- D4.9 **Local, Provincial, National and Global:** The Plan and the Biodiversity Policy must be founded on local knowledge and incorporate relevant research, studies, best practices, innovation, as well as key findings from stakeholder and public engagement. Outcomes must consider and incorporate any and all relevant regulations and authorities from other levels of government, including First Nations, Métis, and Inuit Governments and Organizations, the Winnipeg Metro Region, Province of Manitoba, and the Federal Government. The project assignment must review and incorporate global commitments, targets and precedents, including but not limited to, the Convention on Biological Diversity and the most current Canadian government biodiversity strategy and action plan, the Kunming-Montreal Global biodiversity framework, the Montreal Pledge.
- D4.10 **Cross-jurisdictional coordination and community collaboration:** Recognizing that the City of Winnipeg is just one of many stakeholders and stewards of the land, research, development, objectives and actions will identify the roles of other jurisdictions, sectors and the public-at-large have in the coordinated, effective delivery of goals and objectives.
- D4.11 **Reconciliation:** Winnipeg is located on ancestral territory of Indigenous peoples who have been stewards of the land since time immemorial. Winnipeg is located in Treaty One Territory, the home and traditional lands of the Anishinaabe (Ojibwe), Ininew (Cree), and Dakota peoples. Winnipeg is the National Homeland of the Red River Métis, “the origin, root and core of the Métis Nation” (Manitoba Métis Federation). Winnipeg has the largest Indigenous population of major cities in Canada, with significant growth anticipated in the coming years. Just over twelve percent of Winnipeg’s population is Indigenous, including First Nations (44.3%), Métis (52.7%) and Inuit (0.5%). Our drinking water comes from Shoal Lake 40 First Nation, in Treaty Three Territory. Our rivers flow through and to Treaty lands and lakes, and our Hydro-electric comes from Treaty Five land, crossing many Treaty territories. The process and outcomes of the Plan and the Biodiversity Policy must honour the *Truth and Reconciliation Commission of Canada: Calls to Action* and recognize “respect for Indigenous knowledge, cultures and traditional practices contributes to sustainable and equitable development and proper management of the environment” (*United Nations Declaration of the Rights of Indigenous Peoples*, p9).
- D4.12 **Co-development:** To help ensure the Plan and policy fulfill the City’s commitment to reconciliation, the Plan and the Biodiversity Policy will be co-developed with First Nations, Métis, and Inuit peoples. Co-development between Indigenous and non-Indigenous governments is used to co-design and co-create laws, policies, and/or plans in areas of common concern. It is not a “consultation”-based approach. It is partnership-based and results in collaborative design of shared policies, goals and interests. Co-development, if done properly, advances reconciliation and is in line with the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) because it builds mutual and collective consent on an agreed path forward. Creation of the Plan and the Biodiversity Policy will follow a co-development approach that is guided by input from a Co-Development Team, which will be facilitated by the Centre for Indigenous Environmental Resources (CIER).

D5. PROJECT LIMITS

- D5.1 The Project limits for D6 Scope of Services will include city-wide public and private land, and shall consider the interconnectedness of greenspaces, natural corridors, waterways and biodiversity beyond city limits.
- (a) Nature does not consider property lines or jurisdictions. Wildlife moves across boundaries without ever knowing such a thing exists. As such, along with land held by the City, the coordination and connection to lands under the jurisdiction of institutions, utilities, other levels of government, developers and private properties, which may be influenced by City

policies, by-laws, standards, and partnership opportunities, must be considered in this plan.

- (b) As with property lines within city-limits, those beyond must also be considered through coordination and connection to adjacent Rural Municipalities that contribute to ecological connectivity and function at the regional scale.

D6. SCOPE OF SERVICES

- D6.1 The Contract work for this assignment shall consist of research, planning, policy and bylaw development, public and stakeholder engagement and project management to complete the Greenspace and Natural Corridors Plan Bylaw, the Biodiversity Policy and corresponding deliverables.
- D6.2 The study area is city-wide and multifaceted. This includes vegetation on all lands within the City's boundaries, irrespective of ownership, size and function. Some of the most significant greenspaces and natural areas in Winnipeg include, but are not limited to parks, school yards, golf courses (both public and private), waterway corridors, cemeteries, boulevards, stormwater retention and detention basins, utility corridors, natural areas, private lands, and urban tree canopies.
- D6.3 **The Deliverables required under this Contract shall consist of the following:**
 - (a) Creation of **State of the Landscape Report** as outlined in D7;
 - (b) Creation of a **Greenspace and Natural Corridors Plan By-law** as outlined in D7.3(b);
 - (c) Creation of a **Biodiversity Policy** as outlined in D8.7(b);
 - (d) Creation of a **Strategic Implementation Plan** as outlined in D10; and
 - (e) **Engagement activities** to inform the development of project deliverables as outlined in D11.
- D6.4 The components of this consultant assignment shall demonstrate a clear understanding of City processes, regulatory and financial frameworks, capacity and limitations, ensuring the City of Winnipeg can succeed at achieving the intended outcomes.
- D6.5 To support dialogue, understanding and eventual bylaw and policy adoption by City Council, the Consultant Team will lead a minimum of two (2) presentations or workshops with the appropriate Standing Policy Committee (SPC) and/or Council related to the State of the Landscape Report, the Greenspace and Natural Corridors Plan Bylaw, the Biodiversity Policy and the Strategic Implementation Plan.
- D6.6 Council adoption of the work under this contract is anticipated to occur concurrently. Workshops, updates and presentations to the SPC and/or Council will be provided concurrently, where possible.
- D6.7 The Consultant will be responsible for preparation and delivery of Council-ready versions of the State of the Landscape Report, the Greenspace and Natural Corridor Plan Bylaw, the Biodiversity Policy, and the Strategic Implementation Plan, in alignment with requirements described in D7-D11.
- D6.8 The Consultant will be responsible for the preparation and delivery of a Council-ready version of the Greenspace and Natural Corridor Plan Bylaw, suitable for Council adoption as a Secondary Plan Bylaw.
- D6.9 The Consultant will make representation at all public hearings prior to first reading of the Greenspace and Natural Corridor Bylaw as a Secondary Plan By-law by Council.
- D6.10 Final publication of the State of the Landscape Report, the Greenspace and Natural Corridors Plan Bylaw, the Biodiversity Policy, the Strategic Implementation Plan, and all accompanying Appendices, to include provision of digital copies suitable for printing and digital platforms.

- D6.11 The Services required under D6.3 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.
- D6.12 Provide written monthly updates to the Project Manager. Status reports provided to the Project Manager, at a frequency determined by the Project Manager (no less than monthly) should include, but not be limited to:
- (i) Progress on tasks since previous report;
 - (ii) Expected progress for the next period;
 - (iii) Project schedule update;
 - (iv) Project budget update; and
 - (v) Identify potential problems, risks and concerns.
- D6.13 The funds available for this Contract are \$500,000 (including all applicable taxes).
- D6.14 The following shall apply to the Services:
- (a) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604> ;
 - (b) City of Winnipeg's *Accessibility Design Standards* (2015)
https://winnipeg.ca/ppd/Documents/CityPlanning/UniversalDesign/Access_Design_Standards.pdf
 - (c) City of Winnipeg Public Engagement Guidelines
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>;

D7. STATE OF THE LANDSCAPE REPORT

- D7.1 The development of the Greenspace and Natural Corridors Plan Bylaw and the Biodiversity Policy must consider key challenges, undertake relevant research, engagement and studies, integrate recommendations of the Co-Development Team, and address key influences and issues related to the planning, protection, management, enhancement and restoration of greenspaces, natural corridors and biodiversity. Building on preliminary research findings from the Preliminary Phase (Appendices) of project development, the State of the Landscape Report will inform the content of both the Greenspace and Natural Corridors Plan Bylaw and the Biodiversity Policy.
- D7.2 Anticipated requirements of the assignment include, but shall not be limited to:
- (a) Review and evaluate relevant regulations, policies, strategy documents, preliminary baseline information from Preliminary Phase, and operational and management practices related to greenspace and natural areas acquisition, protection, enhancement, management, and decision-making in Winnipeg;
 - (b) Perform a policy compatibility and gap analysis, comparing coverage of preliminary goals and objectives developed in the Preliminary Phase, against existing policies ie: what is already covered, what is partially covered, and where are there gaps that need to be addressed in the Plan;
 - (c) Review current barriers to acquisition and protection of greenspace, natural corridors and biodiversity (internal and external to the City). Consider opportunities for Plan and Biodiversity Policy implementation success, while researching lessons learned from existing City of Winnipeg *Ecologically Significant Natural Lands Strategy & Policy* and other relevant strategies and policies;
 - (d) Greenspace and natural corridor regulations and commitments: Consider global, national, provincial (including Indigenous governments), and regional regulatory requirements,

synergies and best practices that support the interests of developing policies, plans, strategies and by-law;

- (e) Research First Nations, Métis, and Inuit knowledge of land, community, and ecology, including the local Treaty One context, as well as the concept of 'Two-Eyed Seeing';
- (f) Research and evaluate ecosystem services, climate resiliency, green infrastructure and ecological restoration best practices that are relevant and applicable to the Winnipeg context;
- (g) Research and develop a Value Methodology and evaluation criteria for greenspaces, natural corridors and biodiversity that is informed by western and First Nations, Métis, and Inuit knowledge and determine the value for greenspaces and natural corridors and the ecological services they provide, with consideration to monetary and non-monetary benefits, to guide future management, development, acquisition, and decision-making;
- (h) Verify the amount and types of lands required to meet the 1000-acre goal and to meet or exceed the average public greenspace provision benchmarks of comparable Canadian cities and targets of the *Winnipeg Parks Strategy*;
- (i) Confirm the previously developed project vision, goals, objectives and guiding principles (Appendix A), through the process of project development and ongoing engagement;
- (j) Establish baseline data and map(s): Assess and evaluate the current state of the landscape, and identify greenspace and natural corridor areas and land categories, as a baseline for plan and policy development, and ongoing tracking and monitoring. Mapping shall build on established data, as necessary, to model ecological connections and other determined priorities;
- (k) Develop conceptual modelling of natural corridors, ecological networks, waterways, greenspaces and infrastructure, and critical biodiverse environments with consideration to ecosystem services, ecological health, ecosystem restoration, network connectivity, areas that contain rare, at-risk or unique species and/or ecosystems, wildlife connectivity, heritage, cultural and social interests; and
- (l) Perform other duties deemed necessary to fulfill the intent of the project.

D7.3 Deliverables:

- (a) **State of the Landscape Report**
- (b) All supporting Data, Map(s) & GIS data, compatible with City platforms

D8. GREENSPACE AND NATURAL CORRIDORS PLAN BYLAW

- D8.1 As development continues to see the expansion of Winnipeg's built form and urban footprint, a comprehensive and coordinated plan for the protection, management, enhancement and restoration of greenspace and natural corridors will help protect these spaces from the impacts of growth to ensure the vitality of our ecosystems and biodiverse habitats are supported and sustained now and in the future.
- D8.2 As the steward of many of Winnipeg's greenspaces and natural corridors, the City plays a vital role in the health, well-being and sustainability of these spaces and their level of ecological services and biodiverse habitats. A substantial number of greenspaces and natural environments are considered City 'assets' that contribute to environmental sustainability, social equity, and the health and well-being of the city, its people and its ecosystems. Many City policies and practices, encompassing City-owned greenspace and natural corridors, are the responsibility of multiple departments dealing with different service interests, standards budgets and regulations.
- D8.3 A Greenspace and Natural Corridor Plan By-law will inform the coordinated protection, management, enhancement and restoration of natural environments under the City's care, ensuring as the city grows and densifies, these valuable spaces are not detrimentally impacted by development, climate change and other factors that may threaten the health and sustainability of these areas. The Plan will be comprehensive, providing regulatory decision-

making requirements for the protection, management, enhancement and restoration of greenspaces and natural corridors in Winnipeg.

- D8.4 The intent of the bylaw is to serve as a municipal secondary plan in alignment with *Winnipeg Metro Region Plan 2050*, *OurWinnipeg 2045* and *Complete Communities 2.0 Direction Strategy* and is subject to adoption by Council through a process specified in the Charter.
- D8.5 The Plan shall include a bylaw, policies (including an update or replacement of the *Ecologically Significant Natural Lands Strategy and Policy*), strategies, decision-making criteria, and other mechanism necessary to deliver the intent of the Plan and address urban and greenspace planning issues and biodiversity integrity, including but not limited to:
- (a) Develop map(s) proposing interconnected networks of greenspaces, waterways, natural areas, critical ecosystem linkages, and areas of significant habitat, to inform existing and future greenspaces, waterways and natural corridors connecting biodiverse habitats throughout the city and beyond. The map(s) shall inform the bylaw, policies and priorities for protection, management, enhancement and restoration of greenspaces, as well as inform acquisition priorities and targets;
 - (b) Recommend land use policies, bylaws and decision-making criteria to guide the identification, acquisition, preservation, restoration, and management of greenspaces and natural corridors, integrating the recommendations of the Co-Development Team as well as input from the engagement process;
 - (c) Prioritize First Nations, Métis, and Inuit knowledge of land, community, and ecology in the Plan;
 - (d) Apply the Value Methodology, as defined in the State of the Landscape Report, to guide greenspace, natural corridor and biodiversity protection, restoration, management, acquisition, enhancement, future decision-making, and to advance climate change adaptation and mitigation. Include a financial, ecological and social cost/benefit analysis as part of the greenspace acquisition evaluation process;
 - (e) Develop recommended Management Principles for City of Winnipeg greenspaces and natural corridors that includes the maintenance, restoration and enhancement of biodiverse areas and ecological restoration and rehabilitation of degraded natural lands; and
 - (f) Establish best practices, priorities and targets for ecosystems, biodiversity, greenspace and natural corridors that will inform the acquisition, restoration, enhancement, and management in order to realize the vision of the Plan. Targets should be based on local knowledge of science (Indigenous and Western), community and stakeholder input, area needs, and operational limitations in the interest of optimizing ecosystem services, health, sustainability and biodiversity;
 - (i) Review, and as needed, recommend revised and/or supplemental level of service metrics (quantity, access, quality) currently defined in the Winnipeg Parks Strategy, and the City's Asset Management Policy, for provision of natural areas and biodiversity at the neighbourhood, community, and regional levels.

D8.6 Perform other duties deemed necessary to fulfill the intent of the project.

D8.7 Deliverables:

- (a) **Greenspace and Natural Corridors Plan Bylaw**
- (b) All supporting Data, Map(s) & GIS data, compatible with City platforms

D9. BIODIVERSITY POLICY

- D9.1 The Biodiversity Policy should be developed in tandem with the Greenspace and Natural Corridors Plan Bylaw. It shall address how the City can achieve the commitment to the Montreal Pledge, ensuring biodiversity is considered in all aspects of local planning and land management.
- D9.2 Biodiversity plays a critical role in the health and wellness of all living things. It provides us with food, clean air, water, land, resources and climate regulation. It is now recognized, across the

globe, that we are facing unprecedented and urgent challenges to sustain biodiversity, which is now under great threat. Locally, the most significant threats to biodiversity include changes in land use, climate change, pollution and invasive species.

- D9.3 Aligned with global commitments, including the Kunming-Montreal Framework, the Montreal Pledge, the agreements of UN Convention of the Parties, and tri-level government environmental commitments, a Biodiversity Policy for the City of Winnipeg will enable the City to place biodiversity at the heart of urban planning and greenspace management, in the interest of healthy sustained ecosystems that benefit all species that share this land.
- D9.4 The services required to create the Biodiversity Policy are anticipated to include, but are not limited to:
- (a) Evaluate ecosystems and biodiversity health, using existing data and research, and identify ecological and biodiverse habitats under threat;
 - (b) Draft Biodiversity Policy (utilizing the City of Winnipeg Policy template), aligned with the Montreal Pledge, the Kunming-Montreal biodiversity framework, and commitments by other levels of government, that provides the policy and administrative direction, overall purpose, administrative responsibilities, and key definitions necessary to protect and restore biodiversity, and respond to climate change;
 - (c) Include policy direction that enables the establishment and management of an ecological network that is interdependent, reciprocally healthy, connected and integrated with the built environment and life on the land;
 - (d) Integrate recommendations of the Co-Development Team; and,
 - (e) Root policy in First Nations, Métis, and Inuit knowledge of land, community, and ecology.

D9.5 Perform other duties deemed necessary to fulfill the intent of the project.

D9.6 Deliverables:

- (a) **Biodiversity Policy**

D10. STRATEGIC IMPLEMENTATION PLAN

- D10.1 Develop a Strategic Implementation Plan outlining key actions and responsibilities, targets, scheduling and financial resource requirements for the Plan and the Biodiversity delivery.
- D10.2 Demonstrate how the Strategic Implementation Plan integrates values, priorities and knowledge of First Nations, Métis, and Inuit, as informed through the planning process.
- D10.3 Identify resource requirements for the Plan and the Biodiversity delivery, including innovative and alternative funding and/or resourcing mechanisms, partnerships and other resource opportunities for protecting, acquiring, restoring and managing biodiversity, greenspace, and climate resiliency. Consider new types of funding models that adapt to a rapidly changing environment.
- D10.4 Evaluate City of Winnipeg precinct/secondary planning, sub-division, park acquisition and capital investment planning processes and other relevant by-laws, policies, standards and procedures. Identify policies and procedures that may be impediments or contradictory to implementing the Plan and the Biodiversity Policy, and recommend policy, system, organizational et al improvements that place biodiversity, greenspace and natural corridor acquisition and protection as key factors in their application and practice;
- D10.5 Develop a Monitoring Strategy, which shall include, but is not limited to: key performance indicators; land acquisition and management targets; enhancement and restoration targets; a tracking methodology; a valuation methodology; an assessment framework; and a reporting framework to track the City's progress in delivering the vision, goals, and objectives of the Plan and the Biodiversity Policy;

- D10.6 Recommend partnership opportunities, where applicable and appropriate, in support of the plan that includes other levels of government, nearby municipalities, NGO's, and stakeholder/interest groups to assist in strategic implementation, as well as to raise awareness about the value of biodiversity and the need for its protection and restoration;
- D10.7 Develop land acquisition priorities that recommend criteria, strategies, implementation, and funding options with respect to developing the Plan and Policy.
- D10.8 Integrate recommendations of the Co-Development Team; and,
- D10.9 Perform other duties deemed necessary to fulfill the intent of the project.
- D10.10 Deliverables:
- (a) **Strategic Implementation Plan**

D11. ENGAGEMENT

General Requirements

- D11.1 The project includes targeted engagement with internal and external stakeholders and Rightsholders. Stakeholders include, but not limited to:
- (a) First Nations, Métis, and Inuit knowledge carriers, community organizations, and Elders;
 - (b) Greenspace and biodiversity scientific and knowledge experts, public interest groups, and advocacy organizations;
 - (c) Development Industry, including Urban Development Institute of Manitoba (UDI);
 - (d) Governments, including First Nations, Métis and Inuit Rightsholders;
 - (e) Institutions, and public utilities;
 - (f) Equity groups;
 - (g) City Departments; and
 - (h) Other communities of interest.
- D11.2 Public engagement will be limited and will include online engagement techniques, as deemed appropriate.
- D11.3 The Consultant shall work collaboratively with the Office of Public Engagement and shall reflect the principles and requirements in the Council approved Engage Winnipeg Policy.
- D11.4 The consultant is expected to attend a minimum of three (3) in person and three (3) virtual meetings with the Co-Development Team, make presentations, if and as necessary, and may be asked to participate in discussions. The consultant will not be responsible for facilitating the meetings nor will they be responsible for summarizing findings from the process as part of the engagement for the project, in accordance with D11.19.
- D11.5 The Consultant shall host at least seven (7) engagement-focused project team meetings, including:
- (a) An initial meeting, following the project kick-off meeting, to discuss the draft engagement strategy in detail;
 - (b) A meeting prior to each engagement phase to discuss materials in detail;
 - (c) A meeting following each engagement phase to discuss feedback and evaluate whether the phase met the engagement objectives.
- D11.6 The review of public materials and advance notice of public events require time. The Consultant shall ensure adequate time is accounted for in the Project schedule.
- (a) The anticipated review period for materials will be four (4) weeks from submission to finalization, granted the materials do not require significant changes.

- (b) Following review, the translation of final public materials (if required) should be allocated at least one (1) week to complete.
- D11.7 The timing of engagement events or activities should take into consideration cultural and/or other events relevant to stakeholders.
- D11.8 The Consultant shall use the Communications Plan developed and provided by the City to develop effective communication materials to support the engagement process and the project.
- D11.9 The Consultant shall manage public and stakeholder inquiries by phone and email. The Consultant shall coordinate responses with subject matter experts from the project team when necessary.
- D11.10 The Consultant is required to follow the City's Council-approved [Plain Language Policy](#) and the City's [Writing Style Guide](#). All materials intended for the public or a non-technical audience must be proofread before submitting to the City and checked that they meet a grade 8 reading level or lower.
- D11.11 The Consultant shall provide a virtual meeting platform for all virtual meetings and events.
- D11.12 The City will cover expenses for public engagement activities, including, for example, venue rental charges, equipment rental, catering for refreshments, translation, printing, postage, courier, newspaper advertising, photocopying subject to prior approval of costs by the Project Manager. Wherever possible, City facilities will be used to host engagement events. All events require a detailed event plan.
- D11.13 The Fee Proposal shall include an allowance for Allowable Disbursements of \$20,000 to include:
- (a) The payment of Honorariums for Indigenous Cultural Providers, and for people with lived experience with poverty, following the City's guidelines; and
 - (b) Additional engagement activities and capacity building (see D11.17) identified throughout the engagement program that further support meaningful engagement with stakeholders.

Engagement Deliverables

- D11.14 The Consultant shall develop and provide the following deliverables in accordance with and in addition to requirements outlined at <https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>:
- (a) An engagement strategy that clearly identifies:
 - (i) Stakeholder's role in the decision-making process;
 - (ii) The decision points/steps within the overall project, and the scope of the decisions to be made at each step;
 - (iii) Techniques that achieve the identified engagement objectives;
 - (iv) The need/interest associated with each decision step, along with the recommended level of participation; and
 - (v) How input will be considered and incorporated where possible.
 - (b) A promotion and notification plan for each engagement phase;
 - (c) Web content and regular web content updates;
 - (d) Engagement activities for each engagement phase, including an event plan for engagement events;
 - (e) Engagement and communication materials for each engagement phase;
 - (f) An engagement summary report for each engagement phase that demonstrates what we heard and how feedback was incorporated and reflected using City of Winnipeg templates;

- (g) A final engagement report that provides a record of promotions and communications, dates of events, attendance numbers, catalogues public input and project response to it, summary of findings and detailed analysis of any feedback provided.
- (h) A communications log of public and stakeholder correspondence, kept up to date throughout the project.

D11.15 The City will provide the Consultant a stakeholder list identified through a stakeholder mapping exercise conducted by the City. Stakeholder mapping is a process involving identifying individuals and groups and their interest in the project to ensure the project is reaching those who may need special outreach and/or support to engage. The Consultant will update the stakeholder list, as necessary.

Engagement Expectations

D11.16 The principle of Two-eyed Seeing is fundamental to the creation of the Plan and the Biodiversity Policy. The engagement program must include meaningful dialogue and integration of input from First Nations, Métis, and Inuit stakeholders, Elders and knowledge carriers so that the Plan and the Biodiversity Policy is rooted in Indigenous knowledge of land, community and ecology.

D11.17 This project may include aspects of capacity building where possible, which may include training community member greeters for events, or other elements that demonstrate the project team is committed to less transactional ways of engaging.

D11.18 The project will benefit from a creative approach to engaging targeted stakeholders and communities of interest. Incorporating techniques that reduce barriers to participation and encourage community members to get involved in a way that meets them where they are at is critical to reaching community members. This may include events that incorporate sharing food, or events that are incorporated into existing community events.

D11.19 The City has engaged in a co-development process facilitated by CIER, through which key direction will be provided for inclusion in the Plan and the Biodiversity Policy. The consultant will be responsible for incorporating all Co-Development Team recommendations into the Plan and Policy outcomes.

D11.20 The City has engaged in a collaborative process with a Core Working Group. Continued collaboration between the City and the Core Working Group is anticipated throughout the project. The City will provide the Consultant with timely summaries of input collected through this process to be considered and incorporated into the recommended outcomes. In addition, the Consultant shall meet with the Core Working Group at key stages of plan and policy development.

D11.21 The City will provide the Consultant with a communications plan which will provide the basis for web content and other information.

D11.22 The Consultant shall conduct engagement in three phases and achieve the following objectives that correspond with each phase of engagement. The objectives of each phase will be met with appropriate engagement techniques, including integrating the recommendations of the Core Working Group and the Co-Development Team. The Consultant is encouraged to identify additional engagement objectives and corresponding techniques (where desirable/needed) within each phase:

(a) **Phase 1: Research**

Objectives:

- (i) Inform the public about the need for the plan, how it relates to their lives and experience, and the goals of the plan.
- (ii) Gather stories from the public about their connection to green space.
 - (i) Stories will be collected through online engagement tools available through the City's Engage Winnipeg platform (Engagement HQ software by Granicus)
 - (ii) Input will be incorporated into the development of plan priorities, values, and goals.

- (iii) Inform Stakeholders about the need for the plan, how it relates to their lives and experience, the goals of the plan, and their role in the process.
 - (iv) Gather insights and ideas from First Nations, Métis, and Inuit communities and other key stakeholders:
 - (i) Input will inform decision points within the scope of the project, guiding the project to ensure alignment with the vision, objectives and intentions.
 - (ii) Input will be incorporated into the development of plan priorities, values, and goals.
- (b) Phase 2: Plan and policy development
- Objectives:
- (i) Gather input from First Nations, Métis, and Inuit communities, other key stakeholders and technical experts to further refine and define technical aspects of the plan.
 - (ii) Gather feedback from First Nations, Métis, and Inuit communities, and other key stakeholders and technical experts on the proposed plan including bylaw, policies, value methodology, management standards, and priorities.
 - (iii) Gather feedback from equity groups to determine if the options for implementation sufficiently reduce barriers to accessing greenspace, natural areas and waterways.
- (c) Phase 3: Strategic implementation
- Objectives:
- (i) Gather feedback from First Nations, Métis, and Inuit communities, as well as other key stakeholders, on priorities, targets, monitoring, evaluation, and implementation of the plan. Feedback will help finalize the recommended plan.
 - (ii) Inform stakeholders and the public about the recommended plan and potential impacts it may have on them and on Winnipeg.

Engagement Outcomes

- D11.23 The execution of the engagement plan will result in reaching the following objectives:
- (a) Participants and the public understand the opportunities and limitations of the project;
 - (b) Stakeholders and the public recognize the need for the plan and policies;
 - (c) Stakeholders learn from one another about concerns, priorities, and aspirations for enhancements;
 - (d) First Nations, Métis, and Inuit communities have been meaningfully engaged and their knowledge integrated into the plan and policies, through the co-development process led by CIER as well as through the Consultant engagement process;
 - (e) Recommendations of the Co-Development Team have been integrated into engagement activities;
 - (f) Stakeholders and communities of interest feel they have been heard throughout the process;
 - (g) Participant input has been collected and is considered; and,
 - (h) Participants understand how their input was considered and incorporated (where possible) into the project.

D12. ORGANIZATIONAL BACKGROUND

- D12.1 The administrative structure for the City of Winnipeg is a Chief Administrative Officer (CAO) who is the head of the public service and provides overall leadership to all City departments.
- D12.2 The composition of City Council is legislated under The City of Winnipeg Charter and consists of 15 Councillors and the Mayor. Each Councillor represents an individual ward while the Mayor is elected by a vote of the city-at-large. Councillors have a dual role: they are members of

- Council (dealing with decisions affecting the whole city) and members of the Community Committees (dealing with local community issues).
- D12.3 The authority to approve capital and operating budgets and adopt policy resides with City Council. Pursuant to the Charter, Council also has the authority to establish committees of Council. At present, there is an Executive Policy Committee, 6 Standing Committees and 5 Community Committees. City Council and the Committees meet monthly but prorogue in August. <https://www.winnipeg.ca/city-governance/mayor-council/council-members-0/committees-council>
- D12.4 The authority to approve capital and operating budgets and adopt policy resides with City Council. Pursuant to the Charter, Council also has the authority to establish committees of Council. At present, there is an Executive Policy Committee, 6 Standing Committees and 5 Community Committees. City Council and the Committees meet monthly but prorogue in August. <https://www.winnipeg.ca/city-governance/mayor-council/council-members-0/committees-council>
- D12.5 Each of the five Community Committees consists of three wards represented by three Councillors.
- D12.6 For this project, the Urban Design Division (UD) of Planning, Property and Development Department (PPD) and the Parks and Open Space Division (POS) of the Public Works Department (PW) will be part of the Project Team, with the PPD Department being the business owner.
- D12.7 The POS works collaboratively with the UD of the Planning Property and Development Department who coordinate acquisition, planning and development of new parkland and provide collaborative planning advice along with design, estimating and project management services on a variety of park and open space initiatives.
- D12.8 This plan will include land managed by multiple municipal jurisdictions. Many departments, and divisions there within, play a key role in the planning, management and sustainability of greenspaces, green infrastructure, ecological services and biodiversity and will be key to the success of this project. A project Steering Committee has been established by the Project Team.
- D12.9 A Natural Asset Management Committee, external to this project but a key stakeholder, has been newly formed at the City. The Natural Asset Management Committee is comprised of members from within the City of Winnipeg departments that manage and oversee municipal natural assets. The committee will collaborate with the Corporate Asset Management Office, and implement policies and procedures approved by Council, for the management of green infrastructure, including municipal natural assets, across the City of Winnipeg.
- D12.10 The City of Winnipeg has embraced asset management as a core business function and has adopted a comprehensive approach to managing its assets to meet required levels of service at the lowest lifecycle cost of ownership. The Plan will identify how natural assets and the ecological services they provide, support municipal level of service interests as well as ecological interests, and will provide recommendations for how these services can be enhanced to optimize service interests.
- D12.11 The City has adopted a 'Serviceability' approach to asset management, built on the alignment of infrastructure and investment with the services they support. Public infrastructure exists to provide service to citizens, customers and end-users; by tying needs to service outcomes in order to evaluate the effectiveness and return on investment of addressing various priorities, and focus spending on where it matters most. This plan and biodiversity policy should consider how this model applies to natural asset inventories and examine whether additional approaches and/or service outcomes are recommended to meet the interests of the plan and biodiversity policy.

D13. DEFINITIONS

D13.1 When used in this Request for Proposal:

- (a) **“Biodiversity”** means the richness of plant and animal species, their habitats, and the ecological processes that sustain them. Biodiversity encompasses both aquatic and terrestrial ecosystems and includes genetic diversity (diversity within species), species diversity (between species), and ecosystems diversity (different biological communities);
- (b) **“CIER”** means the [Centre for Indigenous Environmental Resources](#);
- (c) **“Co-Development”** is when Indigenous and non-Indigenous governments co-design and co-create laws, policies, and/or plans in areas of common concern. It is partnership-based and results in collaborative design. It is not a “consultation”-based approach. Co-development works within existing systems of decision-making: outcomes from the co-development table are brought forward by each participating government for approval within their own system;
- (d) **“Co-Development Team”** is the working group facilitated by the Centre for Indigenous Environmental Resources (CIER) and comprised of (1) experts in co-development and CIER staff, and partners with experience successfully implementing co-development processes (2) First Nations, Métis, and Inuit governments and organizations, and (3) City of Winnipeg representatives;
- (e) **“Core Working Group”** means the group, established by the City in phase one, to work collaboratively with the Project Team (*‘project team’*), to advise and guide the development of the draft Greenspace and Natural Corridors Plan By-law and draft Biodiversity Policy throughout development;
- (f) **“Ecosystem/ Ecological Services”** means the benefits people obtain from ecosystems. These include provisioning services such as food and water; regulating services such as flood control and water filtration; cultural services such as spiritual, recreational, and cultural benefits; and supporting services, such as nutrient cycling, that maintain the conditions for life on Earth;
- (g) **“ESNL”** means Ecologically Significant Natural Lands as described in the City’s ESNL Strategy and Policy;
- (h) **“Greenspace”** is considered urban areas covered by vegetation of any kind. They are both public and private lands;
Public greenspaces – Publicly-owned open spaces within an urban area, generally accessible to the public and covered with natural or planted vegetation, including river corridors, parks, schools and institutional sites, storm water retention basins, urban street trees and boulevards, public golf courses, sport fields, and cemeteries.
Private greenspaces – Privately-owned open spaces that contribute to an urban area’s biodiversity but are not protected from development or readily accessible to the general public including residential gardens and yards, private golf courses, business parks and green roofs;
- (i) **“Green Infrastructure”** means the components of the natural and built environment that provide ecosystem services such as stormwater management, ambient temperature regulation and improved air quality;
- (j) **“Indigenous business”** refers to a business that is 51 per cent owned, managed, and controlled by one or more Indigenous Persons of Canada (member of a First Nation, the Red River Métis Nation, or Inuit communities);
- (k) **“Indigenous knowledge carriers”** refers to First Nations, Métis, and Inuit advisors and Elders who guide and teach the community, its people and non-Indigenous people, sharing their wisdom, stories, knowledge, science and experiences;
- (l) **“Métis”** refers to the Red River Métis;
- (m) **“Natural areas”** means any physical area that contains sufficient native species, ecological communities, or habitat features to support biodiversity and ecological function;

- (n) “**Natural Corridors**” means vegetated ecological conduits that enhance the movement of species and increased biodiversity. Corridors may include naturally occurring corridors such as rivers or greenways, as well as human influenced rail and utility rights-of-way;
- (o) “**Park**” means real property, other than a golf course, that is owned or leased by the City of Winnipeg or jointly operated by the City of Winnipeg and a school division or some other person or organization and generally zoned PR1, PR2, or PR3 in the area governed by the Winnipeg Zoning By-Law No 200/2006 or zoned “park” or “park use” in the Downtown Winnipeg Zoning By-law No 100/2004;
- (p) “**Plan**” means the Greenspace and Natural Corridors Plan;
- (q) “**POS**” means Parks and Open Space Division of the Public Works Department;
- (r) “**PPD**” means the Planning, Property and Development Department;
- (s) “**PWD**” means the Public Works Department;
- (t) “**Rightsholders**” Rightsholders in this context refers to both Treaty and Indigenous rights, which were given constitutional recognition in Section 35 (1) of The Constitution Act, 1982. First Nations, Métis, and Inuit Rights include a range of cultural, social, political, and economic rights held by Indigenous Peoples, including the right to establish treaties; and include the right to land to practice the right to fish, to hunt, and to practice one’s own culture;
- (u) “**Social Procurement**” is the practice of leveraging procurement to generate added social value above and beyond the value of the goods or services themselves;
- (v) “**Supply Chain Disruption**” means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;
- (w) “**Two-eyed seeing**” means learning from both Indigenous (First Nations, Métis, and Inuit) and Western (settler) knowledge and worldviews;
- (x) “**UD**” means the Urban Planning and Design Division of the Planning, Property and Development Department.

D14. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D14.1 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.
 - D14.1.1 The Consultant 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.
 - D14.1.2 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.

D15. UNFAIR LABOUR PRACTICES

- D15.1 Further to C3.2, the Consultant declares that in bidding for the Work and in entering into this Contract, the Consultant and any proposed Subconsultant(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](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D15.2 The City of Winnipeg is committed and requires its Consultants and their Subconsultants, 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.
- D15.3 Upon request from the Consulting Contract Administrator, the Consultant 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.).
- D15.4 Failure to provide the evidence required under D15.3, may be determined to be an event of default in accordance with C14.
- D15.5 In the event that the City, in its sole discretion, determines the Consultant to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Consultant shall pay to the City a sum specified by the Consulting 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.
- D15.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Consultant'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.
- D15.5.2 The Consultant shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D15.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Consultant.
- (a) 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 Consultant 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.

SUBMISSIONS

D16. AUTHORITY TO CARRY ON BUSINESS

- D16.1 The Consultant 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 Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Consulting Contract Administrator with evidence thereof upon request.

D17. INSURANCE

- D17.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D17.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$2,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. 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.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$ 250,000. per claim and \$ 500,000 in the aggregate.
- D17.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.
- D17.3 The policies required in D17.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D17.4 The Consultant shall require each of their Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D17.2(a) and D17.2(c).
- D17.5 The Consultant shall provide the Consulting Contract Administrator with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.4(a) for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D17.8.
- D17.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D17.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D17.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D18. COMMENCEMENT

- D18.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D18.2 The Consultant shall not commence any Services until:
- (a) the Consulting Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D16; and
 - (ii) evidence of the insurance specified in D17.
 - (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
 - (c) The direct deposit application specified in D22.1
- D18.3 The City intends to award this Contract by September 16, 2024.

D19. CRITICAL STAGES

- D19.1 The Consultant should achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Project, Stakeholder & Public Engagement Launch January 2025;
 - (b) Council workshop and submit final Greenspace and Natural Corridors Plan Bylaw to Council September 2026;
 - (c) Council workshop and submit final Biodiversity Policy to Council December 2026.

D20. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D20.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Services shall be performed by the Consultant with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Consulting Contract Administrator.
- D20.2 If the Consultant is delayed in the performance of the Services by reason of the Supply Chain Disruption, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D20.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether a Supply Chain Disruption will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability of staff, ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D20.4 For any delay related to Supply Chain Disruption and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D20.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D20.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D20.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

MEASUREMENT AND PAYMENT

D21. INVOICES

D21.1 Further to C11, the Consultant shall submit monthly invoices for work performed during the previous calendar month to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204-949-0864
Send Invoices to CityWpgAP-INVOCES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D21.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Consultant's GST registration number.

D21.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D22. PAYMENT

D22.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

DISPUTE RESOLUTION

D23. DISPUTE RESOLUTION

D23.1 If the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator, the Consultant shall act in accordance with the Consulting Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D23.

D23.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"

D23.3 The entire text of C17.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Consultant must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Consulting Contract Administrator. The Consultant may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D23.4 Further to C17, prior to the Consulting Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Consulting Contract Administrator and the Consultant's equivalent representative to resolve Disputes within the normal course of project dealings between the Consulting Contract Administrator and the Consultant's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Consulting Contract Administrator or the Consultant's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Consultant representative levels:
 - (i) The Consulting Contract Administrator;
 - (ii) Supervisory level between the Consulting Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D23.4.1 Names and positions of Consultant representatives equivalent to the above City position levels shall be determined by the Consultant and communicated to the City at the pre-commencement or kick off meeting.
- D23.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D23.4.3 Both the City and the Consultant agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D23.4.4 If the Dispute is not resolved to the City and Consultant's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D23.4.3, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(dd), at which point the parties will be governed by the Dispute Resolution process set out in C17.

THIRD PARTY AGREEMENTS

D24. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D24.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D24.2 Further to D24.1, in the event that the obligations in D24 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.
- D24.3 For the purposes of D24:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D24.4 Modified Insurance Requirements
- D24.4.1 If not already required under the insurance requirements identified in D17, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.
- D24.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles

operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D24.4.3 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D24.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D24.5 Indemnification By Consultant

D24.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D24.5.2 The Consultant agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any person; or
- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

D24.5.3 in relation to this Contract or the Work.

D24.6 Records Retention and Audits

D24.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D24.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D24.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D24.7 Other Obligations

- D24.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D24.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D24.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.
- D24.7.4 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D24.7.5 The Consultant represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D24.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

APPENDIX A – PRELIMINARY VISION MEMO

APPENDIX B – POLICY CONTEXT MEMO

APPENDIX C – CURRENT STATE REPORT

APPENDIX D – JURISDICTIONAL SCAN REPORT

APPENDIX E – KUNMING-MONTREAL BIODIVERSITY FRAMEWORK & THE MONTREAL PLEDGE

Kunming-Montreal Global biodiversity framework

<https://www.cbd.int/doc/c/e6d3/cd1d/daf663719a03902a9b116c34/cop-15-l-25-en.pdf>

Montreal Pledge

https://portail-m4s.s3.montreal.ca/pdf/vdm_montreal-pledge_2022.pdf

APPENDIX F – SOCIAL PROCUREMENT QUESTIONNAIRE