



THE CITY OF WINNIPEG

EXPRESSION OF INTEREST

EOI NO. 220-2020

BICYCLE AND E-BICYCLE SHARE SERVICE PROVISION

TABLE OF CONTENTS

PART A – EXPRESSION OF INTEREST APPLICATION

Form A: Expression of Interest Application

PART B - REQUEST FOR EXPRESSION OF INTEREST

B1. Definitions	1
B2. Background	1
B3. Purpose of the Expression of Interest Document	2
B4. Schedule	2
B5. Enquiries	2
B6. City Contact	3
B7. Addenda	3
B8. Conflict of Interest and Good Faith	3
B9. Confidentiality	3
B10. Non-Disclosure	4
B11. Respondent's Costs and Expenses	4
B12. No Contract	4
Submission Instructions	
B13. Submission Deadline	4
B14. Opening of Submission and Release of Information	4
B15. Information Submission	5
B16. Form A: Expression of Interest Application (Section A)	5
B17. Product Functionality, Specifications, Features, and Technical Details (Section B)	6

PART B - REQUEST FOR EXPRESSION OF INTEREST

B1. DEFINITIONS

B1.1 When used in this Expression of Interest:

- (a) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) **"Calendar Day"** means the period from one midnight to the following midnight;
- (c) **"City"** means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (d) **"City Contact"** means the City's representative throughout the duration of the Expression of Interest who has the authority to act on behalf of the City to the extent expressly provided for in this Expression of Interest.
- (e) **"City Council"** means the Council of the City of Winnipeg;
- (f) **"may"** indicates an allowable action or feature which will not be evaluated;
- (g) **"must"** or **"shall"** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (h) **"Person"** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (i) **"Respondent"** means any Person or consortium submitting an EOI Submission in response to this Expression of Interest;
- (j) **"should"** indicates a desirable action or feature which will be evaluated on a relative scale;
- (k) **"Site"** means the lands and other places on, under, in or through which the work is to be performed;
- (l) **"Submission or Information Submission"** means that portion of the Expression of Interest which must be completed or provided and submitted by the Submission Deadline;
- (m) **"Submission Deadline"** means the time and date for final receipt of Submissions.

B2. BACKGROUND

- B2.1 On February 5, 2019 the Standing Policy Committee on Infrastructure Renewal and Public Works passed a motion directing the Public Service to work to introduce bicycle and e-bicycle sharing in Winnipeg.
- B2.2 On July 15, 2015 City of Winnipeg Council approved the Pedestrian and Cycling Strategies (PCS), which provide a vision and roadmap for the future of walking and cycling in Winnipeg. The process and associated results of the work to be performed for the projects within this Tender must meet the Vision, Goals and Intent set forth in the PCS. The PCS are available at <http://walkbike.winnipeg.ca>.
- (a) PCS Direction 2B Increase and Improve Multi-Modal Connections, Action vii. Conduct a Bike Share Feasibility Study provides the policy foundation for this REI.
- B2.3 Recent developments in the bicycle and e-bicycle share industry have included large scale vendors moving away from bicycles and e-bicycles and only providing e-scooters.
- B2.4 The City is of the understanding that currently the Manitoba Highway Traffic Act does not accommodate e-scooters.

- B2.5 The City is working toward adopting a bylaw that will require the licensing of bicycle and e-bicycle vendors to operate in the City of Winnipeg.
- B2.6 The City intends to develop a pilot program to manage the implementation of bicycle and e-bicycle share and will consult with successful respondents to the REI on the terms of the pilot program.

B3. PURPOSE OF THE EXPRESSION OF INTEREST DOCUMENT

- B3.1 The purpose of this Expression of Interest (EOI) is to identify experienced and capable Respondents to provide bicycles and e-bicycle share services in the City of Winnipeg.
- B3.2 The City invites qualified individuals to submit an Information Submission in response to this EOI.
- B3.3 After receiving the Submissions to this EOI, the City will review all Submissions received and use the information to make an informed decision.

B4. SCHEDULE

- B4.1 The City intends to:
- (a) review the Information Submissions by April 24, 2020; and
 - (b) Use this REI as the mechanism to select vendor(s) for the potential pilot program starting spring of 2020.

B5. ENQUIRIES

- B5.1 All enquiries shall be directed to the City Contact identified in B6.1.
- B5.2 Any Respondent who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the City Contact.
- B5.3 If the Respondent finds errors, discrepancies or omissions in the document, or is unsure of the meaning or intent of any provision therein, the Respondent shall promptly notify the City Contact of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B5.4 If the Respondent is unsure of the meaning or intent of any provision therein, the Respondent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B5.5 Responses to enquiries which, in the sole judgment of the City Contact, require a correction to or a clarification of the EOI will be provided by the City Contact to all Respondents by issuing an addendum.
- B5.6 Responses to enquiries which, in the sole judgment of the City Contact, do not require a correction to or a clarification of the EOI will be provided by the City Contact only to the Respondent who made the enquiry.
- B5.7 The Respondent shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the City Contact in writing.
- B5.8 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B6. CITY CONTACT

B6.1 The City Contact is:

Christopher Baker, MCIP, RPP
Senior Active Transportation Planner

Telephone No. 204-391-5463

Email Address: cbaker@winnipeg.ca

B7. ADDENDA

B7.1 The City Contact may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the EOI, or clarifying the meaning or intent of any provision therein.

B7.2 The City Contact 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.

B7.3 Addenda will be available on the MERX website at www.merx.com.

B7.3.1 The Respondent is responsible for ensuring that he/she has 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.

B7.4 The Respondent should acknowledge receipt of each addendum on Form A: Expression of Interest Application.

B8. CONFLICT OF INTEREST AND GOOD FAITH

B8.1 Respondents must not include among their team, any business entity or individual who is, or is associated with, in any way, any consultant retained by the City in relation to the Project, including but not limited to consultants providing engineering, architectural, legal, process, finance or financial capacity advice or any Person likely to create a conflict of interest or a perception of conflict of interest.

B8.2 If a Respondent considers that a particular relationship or association does not create a conflict of interest and will not create a perception of conflict of interest, but is concerned that the City could arrive at a different conclusion, the Respondent should fully disclose the circumstances to the City at the earliest possible date, and request that the City provide an advance interpretation as to whether the relationship or association will be likely to create a conflict of interest or a perception of conflict of interest.

B8.3 The Respondent declares that in submitting its response to this EOI, it does so in good faith and will disclose to the best of its knowledge, whether there are any circumstances whereby any member of Council or any officer or employee of the City would gain any pecuniary interest, direct or indirect, as a result of the Respondents participation in this Project.

B8.4 Failure to comply with this provision may result in disqualification of your Submission from the EOI process or, if the City becomes aware of your breach of this provision after the EOI has been issued, disqualification from the subsequent procurement process.

B9. CONFIDENTIALITY

B9.1 Information provided to a Respondent by the City or acquired by a Respondent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

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

B9.2 The Respondent shall not make any statement of fact or opinion regarding any aspect of the EOI to the media or any member of the public without the prior written authorization of the City Contact.

B10. NON-DISCLOSURE

B10.1 Respondents must not disclose any details pertaining to their EOI in whole or in part to anyone not specifically involved in their Submission, without the prior written approval of the City. Respondents shall not issue a news release or other public announcement pertaining to details of their Information Submission without the prior written approval of the City.

B10.2 Respondents are advised that an attempt on the part of any Respondent or any of its employees, agents, contractors or representatives to contact any members of City Council or their staff or any member of City Administration other than the City Contact with respect to this EOI solicitation, may lead to disqualification in any subsequent procurement process.

B11. RESPONDENT'S COSTS AND EXPENSES

B11.1 Respondents are solely responsible for their own costs and expenses in preparing and submitting an Information Submission and participating in the EOI, including the provision of any additional information or attendance at meetings or demonstrations of the product(s).

B12. NO CONTRACT

B12.1 By submitting an Information Submission and participating in the process as outlined in this document, Respondents expressly agree that no contract of any kind is formed under, or arises from this EOI, and that no legal obligations will arise. The City will have no obligation to enter into negotiations or a Contract with a Respondent.

B12.2 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this EOI at any time.

SUBMISSION INSTRUCTIONS

B13. SUBMISSION DEADLINE

B13.1 The Submission Deadline is 12:00 noon, Winnipeg time, April 15, 2020.

B13.2 The City Contact or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B13.1.

B13.3 The Information Submission shall be submitted electronically through MERX.

B13.3.1 Information Submissions will **only** be accepted electronically through MERX.

B13.4 Any cost or expense incurred by the Respondent that is associated with the preparation of the Information Submission shall be borne solely by the Respondent.

B14. OPENING OF SUBMISSION AND RELEASE OF INFORMATION

B14.1 Information Submissions will not be opened publicly.

B15. INFORMATION SUBMISSION

- B15.1 The Information Submission should consist of the following components:
- (a) Form A: Expression of Interest Application (Section A); and
 - (b) All points in section B17 will be evaluated as part of this REI.
- B15.2 All requirements of the EOI should be fully completed or provided, and submitted by the Respondent no later than the Submission Deadline, with all required entries made clearly and completely.
- B15.3 All Submissions received in response to this EOI will be kept in confidence with the sole purposes of evaluating and developing the best possible strategic option for the City.
- B15.4 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.
- B15.5 The Respondent is advised any information contained in any Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B15.5.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Respondent 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. FORM A: EXPRESSION OF INTEREST APPLICATION (SECTION A)

- B16.1 Further to B15.1(a), the Respondent should complete Form A: Expression of Interest Application, making all required entries.
- B16.2 Paragraph 2 of Form A: Expression of Interest Application shall be completed in accordance with the following requirements:
- (a) if the Respondent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Respondent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Respondent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Respondent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B16.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B16.2.
- B16.3 In Paragraph 3 of Form A: Expression of Interest Application, the Respondent shall identify a contact person who is authorized to represent the Respondent for purposes of this EOI.
- B16.4 Paragraph 6 of Form A: Expression of Interest Application should be signed in accordance with the following requirements:
- (a) if the Respondent is sole proprietor carrying of business in his/her own name, it shall be signed by the Respondent;
 - (b) if the Respondent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Respondent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;

- (d) if the Respondent is carrying on business under a name other than his/her 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.

B16.5 The name and official capacity of all individuals signing Form A: Expression of Interest Application should be entered below such signatures.

B16.6 If a Submission is submitted jointly by two or more persons, the word "Respondent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Respondents in the Submission, shall be both jointly and several.

B17. PRODUCT FUNCTIONALITY, SPECIFICATIONS, FEATURES, AND TECHNICAL DETAILS (SECTION B)

B17.1 Further to B15.1(b), the Respondent should provide:

- (a) Details about the system including but not limited to docked or dockless, locking requirements, expectations of the City's participation;
- (b) The types of bicycles and e-bicycles available for rent. Specifically does the vendor supply fat bikes and/or cargo bikes? If so, this would be considered an asset;
- (c) Ability to provide in service bicycles and e-bikes by July 2020;
- (d) The total number or approximate total number of each type of bicycle the vendor is willing to provide at the pilot kick off stage, by July 2020;
- (e) The total number or approximate total number of each type of bicycle the vendor is willing to provide over the long term;
- (f) How the service will be managed including but not limited to local staff, non-local staff, repositioning, service complaints, errant parking, damaged or lost bicycles and e-bikes;
- (g) Protocols/practices/standards used by the Respondent to capture data regarding use / locational data / ride data from equipment, e.g. use of GBFS open data standard (or similar) and protocols in place regarding data privacy and sharing data with the City;
- (h) Protocols/practices/standards in place to deal with customer inquiries/complaints: e.g. does the Respondent have the ability to field inquiries in different languages, what is the anticipated turnaround time for complaints, etc., does the Respondent make use of social media, a call centre, etc. for this purpose; and
- (i) Examples of media/advertising used to publicize the availability of bike share offerings of the Respondent in other cities/jurisdictions/etc.