**ENVAL HOUSE** 

Betsy Reveal, Chair



# CITY OF SAINT PAUL Melvin Carter, Mayor

25 West Fourth Street Saint Paul, MN 55102

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#### TRANSPORTATION COMMITTEE OF THE PLANNING COMMISSION

Monday, May 21, 2018, 4:00 p.m. – 5:30 p.m. All meetings are held in the City Hall Annex 13<sup>th</sup> floor Conference room at 25 West 4<sup>th</sup> Street in Saint Paul

- 1. Bike Sharing Services for Saint Paul Reuben Collins (Public Works) 60 minutes
- 2. Future Transportation Committee meeting times Bill Dermody (PED) 5 minutes
  - a. Discussion only no decisions

**Upcoming Transportation Committee Meetings** 

- June 4
- June 18

Meetings are open to the public. The Chair may allow five minutes for informal public comment (from non-committee members) at the beginning of each agenda as needed. Additional time may be allocated for comments or further discussion at the discretion of the Chair. Meetings will be cancelled if there is not a quorum expected, or if there are no agenda items. For additional information on the Transportation Committee of the Planning Commission, please visit our website at <a href="mailto:bit.ly/StPaulTC">bit.ly/StPaulTC</a> or contact Bill Dermody at Bill.Dermody@ci.stpaul.mn.us or 651-266-6617.

Transportation Committee Sta Committee date: 5/21/2018	ff Report for Projects	
Project Name: Bike Sharing Services for Saint Paul		
Geographic Scope: Citywide		
Project Contact: Reuben Collins		
Project Webpage: None		
Project Description: City released an RFP seeking bicycle sharing services.		
Project Stage & General Timeline: The intent to introduce a new service		picycle sharing services, with
Public Hearing Date & Location: TBD		
Cost & Primary Funding Source(s):	TBD	
<u>Transportation Committee Role</u> :		
☑ Inform project scope & approach	h 🔲 Inform design	☑ Inform implementation
□ <b>M</b> :	ake recommendation	
<b>Explanation</b> The City has released a requirements for bike share operation from the RFP and draft city requirer	on in Saint Paul. This present	
Attachments include:		
☐ Complete Streets Checklist		☐ CIB request
☐ Summ	ary of Engineering Recomme	endations

## REQUEST FOR PROPOSAL (RFP) EVENT #649

FOR A

**BICYCLE SHARING PROGRAM** 

CITY OF SAINT PAUL
DEPARTMENT OF PUBLIC WORKS
1500 CITY HALL ANNEX
25 WEST FOURTH STREET
SAINT PAUL, MN 55102

4/18/2018

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#### 1. PROJECT PURPOSE AND DESCRIPTION

The City of Saint Paul is pleased to offer the opportunity to firms with proven bicycle sharing technology to partner with the City to provide a bicycle sharing system for Saint Paul. The City's vision is to make bicycling an integral part of daily life for residents and visitors. A bicycle sharing program helps achieve this vision by making affordable and well-maintained bicycles available citywide. Benefits for Saint Paul include reduced traffic congestion, improved air quality, quieter and more livable streets, and the opportunity for residents to improve their health through exercise and have expanded transportation choices.

Bike sharing will be an affordable, healthy, safe, environmentally sustainable, and popular addition to Saint Paul's transportation options. Implementing a top-quality system will boost the city's transportation network and further advance Saint Paul's position as an active and healthy city. Bike sharing will help connect residents, commuters, and visitors to more of Saint Paul's businesses, institutions, and attractions.

It is anticipated that the bicycle system would also be integrated with other modes of transportation, such as transit and car-sharing programs, and may promote walking, since users can easily switch between these modes. A self-service bicycle sharing program will contribute to the City's effort to promote multi-modal transportation options, which will help to facilitate mobility throughout the city and should contribute to reducing greenhouse gas emissions.

Saint Paul intends to enter into one or two contracts for the delivery and operation of a self-service bicycle sharing fleet for public use and stationed primarily in the public right-of-way (ROW). The selected Proposer(s) will be required to design, install, operate, and maintain a bike sharing program throughout Saint Paul. The City's goal is to have bicycle sharing available across the entire geography of Saint Paul and bicycles available within a short walk of all Saint Paul residences, workplaces, and destinations where feasible.

Since 2012, bike sharing services have been provided to the City by Minneapolis-based Nice Ride, which has operated a system of docked bikes throughout the western half of the city. While at the time of this writing Nice Ride has closed for the winter months it should be assumed that the existing docked system will resume operations in Saint Paul in early 2018, and that Nice Ride will continue operating the dock-based system until such time as the successful respondents to this RFP are able to implement a new system.

#### 2. Proposal Guidelines

Proposals submitted in response to this RFP must include a cover letter signed by the person authorized to issue the proposal on behalf of the Proposer, and the following information, in the sections and order indicated:

Tab 1 - Cover Letter, Table of Contents, Introduction/Executive Summary
Tab 2 - Scope of Work. Responses should be organized into sections A-H as described in
the Scope of Work section below. This must be no longer than 40 pages in length.

Proposals must be submitted with a minimum 11 point font size.

#### 3. PROJECT SCOPE

The City desires to engage one or two qualified firms or joint ventures to provide services for implementing, operating, and maintaining a highly successful and financially self-sustaining automated self-service bicycle sharing system. The bicycle sharing system may consist of "docked" bicycles, "dockless" bicycles, or some combination of the two. The City anticipates entering into contract negotiations with the two highest scoring Proposers, with the intent to foster competition between the two providers to provide a high level of service to city residents and visitors. However, the City may consider entering into contract negotiations with only the single highest-scoring Proposer if any of the following conditions are met:

- The City determines, based on a review of the proposals, that the highest scoring Proposer has demonstrated an ability to exceed the minimum expectations established in the document *Saint Paul Bike Share Additional Terms*, and that exceeding those expectations is dependent on being the only permitted bike share vendor.
- The City determines, based on a review of the proposals, that the systems proposed by the top two highest scoring Proposers are sufficiently different that they would not effectively compete with each other.
- The City determines, based on a review of the proposals, that the bike sharing user experience will benefit from having a single bike share vendor.
- The City determines, based on a review of the proposals, that the City's equity goals will be substantially more likely to be achieved from having a single bike share vendor.
- The City determines, based on a review of the proposals, that the top two highest scoring proposals are sufficiently in conflict with each other that the two proposed systems can not coexist in the city at the same time without causing unnecessary confusion or complexity.

The final number of venders with whom the City will enter into final contracts for services with will be determined after a review of the proposals received.

The City has outlined baseline requirements for all bike sharing companies in a document titled *Saint Paul Bike Share Additional Terms*, which is attached to this RFP as a reference, and is subject to change at the sole discretion of the City. Proposers are advised to keep the baseline requirements in mind while responding to this RFP.

The City will select one or two vendors based on responses to this RFP who will be awarded the opportunity to negotiate contracts for an initial term of two (2) years, with the option to renew for three (3) additional 12 month terms, to be exercised at the sole discretion of the City.

Proposals must provide the following information:

#### A. Vendor Description and Qualifications

- a. Describe your core values and company mission. Describe why you are interested in providing a bike sharing service in Saint Paul.
- b. Describe your organization's history and origins.
- c. Describe your relevant experience and expertise, including experience in developing, implementing, and/or maintaining a program with similar scope and impact. List the cities in which you operate, the number of bikes and size of area covered in each city, and how long the services have been in operation.
- d. Describe the organizational structure of your company including number of employees globally and in the U.S.
- e. Describè the number of temporary, permanent, part-time, full-time, or seasonal employees you will have in Saint Paul and their roles in the organizational structure. Describe if you will use any subcontractors and what their role will be.
- f. Describe the qualifications and experience of key personnel in Saint Paul.
- g. Describe employment and hiring goals, particularly efforts to hire residents of Saint Paul using an equity lens.

#### B. Implementation and Operations Plan

- a. Describe the proposed timeline for implementation of a bike share system.
- b. Describe your plan to introduce bikes, including initial bike quantities, locations, and expansion plans.
- c. Describe how you will ensure equitable geographic distribution of bikes across all parts of the city with a focus on "neighborhood centers" as defined in the City's <u>Comprehensive Plan</u> as well as along Fixed Guideway Station Areas for existing and planned transitways.
- d. Describe how you will rebalance bicycles to meet the demands of daily and event travel patterns. Describe how your rebalancing efforts will minimize vehicle trips and impacts on right-of-way.
- e. Describe your plan to enable customers to interface with bike share systems in other municipalities, where applicable, or with other bike share vendors in Saint Paul.
- f. Describe your plan for bike share during winter months.
- g. Describe proprietary technologies you will use to manage the program.
- h. Describe any aspects of your implementation and operations plan that will vary based on the number of bike share vendors within Saint Paul.

### C. Product Specifications, Maintenance and Security Plans

a. Describe the types of bikes proposed to be used in the program, including manufacturing specifications, safety, and condition.

- b. Describe the safety features of the bikes, including plan to meet state statutes regarding lighting and reflectivity.
- c. Describe your plan to include bikes that would:
  - i. appeal to consumer preferences (general preference for lighter, faster bike)
  - ii. accommodate riders of different sizes or abilities (smaller riders, children).
  - iii. make cycling possible for more people (adaptive bicycles, bikes for disabled populations)
  - iv. respond to weather or surface conditions (winter bicycles, off-road bicycles)
- d. Describe your plan to introduce electric bikes, including quantities of electric bikes and approach to charging batteries.
- e. Describe your approach to bike maintenance, including frequency, schedule, and the ability for users to report maintenance issues.
- f. Describe how you will prevent damage to bikes and rental stations (if applicable)
- g. Describe how you will prevent bicycles from causing damage to public or private property.
- h. Describe your plan to monitor bike condition and loss prevention.

#### D. Parking and Right of Way Management

- a. Describe your plan detailing the typical size and configuration of installations in the public right-of-way (if applicable). Describe any equipment (e.g. docks, bicycle racks, signage, bollards, fencing, painting) to be installed in the right of way to establish optimal parking locations and density.
- b. Describe your approach to determining needed parking capacity, and how you will analyze existing public rights-of-way to determine if needed parking capacity exists. How will you determine if there are areas of the city where additional parking capacity is needed?
- c. Describe your commitment to helping the City establish new bike parking areas by funding installation of bike racks, or installation and management of in-street bike corrals as necessary to meet demand.
- d. Describe any technology proposed within the bikes, the mobile application, or the public right-of-way to assist users in finding appropriate parking locations and available bicycles. Describe your approach to geofencing, if used.
- e. Describe how you will work with public and private entities to establish parking areas outside the public right-of-way, particularly Saint Paul Public Schools, Colleges and Universities, shopping centers, etc.

- f. Describe how you will detect and address bikes parked in prohibited locations as described in the document *Saint Paul Bike Share Additional Terms*, in locations prohibited by these requirements, or locations outside of the designated service area.
- g. Describe how you will detect and address bikes that have fallen over while parked.
- h. Describe how you will reimburse Public Works or other City Departments for relocation of bikes as described in the document *Saint Paul Bike Share Additional Terms*.
- i. Describe how you will encourage proper bike parking. Describe strategies for education and awareness, incentives, and penalties.
- j. Describe how you will ensure that spaces where bikes are parked are kept orderly, clean, and free of litter. If the bikes have baskets, include a description of strategies for keeping baskets free of litter.
- k. Describe how you will coordinate with other bike share vendors within Saint Paul to reduce right-of-way impacts.
- 1. Describe your staffing capacity for addressing improperly parked bikes.
- m. Describe the communication platforms that will be used to allow the City, bike share users, property owners, or others to report improperly parked bikes.
- n. Describe your winter bike parking strategies, including snow clearance.

#### E. User Experience

- a. Describe the technology used in the security/lock mechanisms.
- b. Describe the procedures for renting and returning bikes.
- c. Describe the proposed hours of operations. Will the system operate year round?
- d. Describe the types of customer services offered and procedures.
- e. Describe how you will provide user information in multiple languages, including English, Spanish, Hmong, Somali, etc.
- f. Describe how you will inform and educate users on pricing and fee structures.
- g. Describe your proposed user interface integration with local transit and/or parking interfaces, mobile payment apps, and other transportation apps.
- h. Describe any aspect of your User Experience plans that will vary based on the number of bike share vendors within Saint Paul.

#### F. Marketing and Communications Plan

- a. Describe your marketing plan, including information on how residents and visitors can learn about how to use the program.
- b. Describe your target market(s).

- c. Describe how you will educate the public on how and where bicycles must be parked.
- d. Describe how you will educate the public on how to ride safely and predictably and of applicable traffic laws and ordinances.
- e. Describe how you will serve and promote ridership in low-income communities, communities of color, and in neighborhoods where bicycle usage has historically been low.
- f. Describe how you will provide marketing and outreach materials in multiple languages, including English, Spanish, Hmong, Somali, etc.
- g. Describe how you will help low-income populations or non-English speaking populations understand payment options or discount programs.
- h. Describe how you will ensure the system is available for use by populations without smartphones or credit cards.
- i. Describe how you will work with the Saint Paul Transportation Management Organization (TLC/SmartTrips) to help achieve transportation goals.
- j. Describe how you will increase ridership each year, including any efforts regarding transit card connectivity, balancing efforts, ride discounts.
- k. Describe how you will support local bicycle or transportation advocacy efforts and organizations.
- 1. Describe any aspects of your Marketing and Communications plan that will vary based on the number of bike share vendors within Saint Paul.

#### G. Funding and Pricing Plan

- a. Describe your sources of capital and financial capacity to deliver your proposed plan and respond to unexpected challenges.
- b. Describe your pricing philosophy, fee structure, membership or incentives programs, and capacity to implement incentives or dynamic pricing (based on trip beginning/ending location and/or time).
- c. Describe your plan for branding and/or sponsorship recognition on bikes and/or stations as applicable.
- d. Describe your approach to facility sponsorship in the public ROW, on the bikes, as well as within the mobile application, website, or other electronic means. All installations in the public ROW must comply with Section 64.422 of the City's Code of Ordinances.
- e. Describe any aspects of your Funding and Pricing plan that will vary based on the number of bike share vendors within Saint Paul.

#### H. Technology and Data Plan

- a. Describe your plan to share data with the City. What formats, tools, and services will you provide for City staff to access data, receive reports, and access archives.
- b. Describe your plan to publish data to the general public. What formats, tools, and services will you provide for the public to access data, receive reports, and access data archives.
- c. Identify the tools and resources that you will use to produce regular reports for the City.
- d. If you provide services in neighboring or adjacent cities, explain how your metrics and reporting will identify initiatives and requirements that are specific to Saint Paul.
- e. Describe the digital capabilities of the bicycles and system. Address topics such as: sensors, GPS accuracy, digital displays, wireless communication radios, and other digital features of the bicycles.
- f. Describe your methods for defining geofenced areas if this is applicable to your service model.
- g. Describe the process by which user routes will be traced. If tracing is created from interval-based XY points, what will the timing intervals be, and how will you ensure that interpolated lines are accurate to within 3 meters per the requirements for spatial data accuracy?
- h. Mobile apps and web tools that require login should be supplied with a demo login account and instructions to download or web URLs to access.

#### I. Consumer Protection Plan

- a. Describe the types of data you would collect, and how you store the data. Include mention of all third-party systems that would come in contact with customers' personally identifiable information.
- b. Describe your procedures for anonymizing data for distribution to the City and to the general public.
- c. Discuss your systems and data security practices. Specify what technical protocols and data standards will be used to ensure customer data privacy and security.
- d. Describe internal procedures for maintaining secure access to minimumnecessary staff.
- e. Identify all third-parties that will receive customers' personally identifiable information and the reason(s) why and frequency for each.

#### 4. RFP AND PROJECT TIMELINE

The City intends to introduce a bike sharing system in the Summer of 2018. A tentative project timeline is as follows:

Proposals due:	May 8, 2018
Initial City Review is Complete:	
Interviews complete:	
Final Selection of Vendors Invited to Negotiate Final Contracts:	
System implementation	July 2018

#### 5. PROPOSAL EVALUATION CRITERIA

The City will score each complete proposal received based on the following criteria. Proposals may be scored by City staff from various departments or community members.

Following an initial scoring of the proposals, the City reserves the right to request additional clarification or information from any of the proposers.

The City may invite, but will not require, select vendors to provide an example of the bicycle product(s) proposed for use in the city for the purpose of gaining first-hand experience with the products and aid in scoring the proposal. Following the evaluation, the bicycle will be returned to the vendor. All costs associated with packaging, shipping, or delivering the bicycle will be paid by the vendor. Vendors are encouraged to provide means for proposal reviewers to experience any mobile apps proposed for use as well to aid in reviewing the user experience.

The City may invite no more than four vendors to participate in in-person interviews. The number of vendors invited to participate in interviews will be determined at the City's sole discretion.

Following the interview process, the City may invite one or more vendors to negotiate final contracts.

Criteria	Points
Vendor Description and Qualifications	100
Implementation and Operations Plan	300
Product Specifications, Maintenance and Security Plans	100
Parking and Right of Way Management	300

User Experience	100
Marketing and Communications Plan	100
Funding and Pricing Plan	100
Technology and Data Plan, Consumer Protection Plan	100
Subtotal	1200
Interview	50
Total	1250

#### 6. Public Information

Data submitted by a business to the City in response to a Request for Proposals are private or nonpublic until the responses are opened. Once the responses are opened, the name of the responder is read and becomes public. All other data in a responder's response to a Request for Proposals are private or nonpublic data until completion of the evaluation process. "Completion of the evaluation process" means that the City has completed negotiating the contract with the selected vendor. After the City has completed the evaluation process, all remaining data submitted by all responders are public with the exception of trade secret data as defined and classified in Minn. Stat.§ 13.37. A statement by a responder that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the response. Proposals submitted in response to an RFP become the property of the City and will not be returned.

If all responses to a Request for Proposals are rejected prior to the completion of the evaluation process, all data, other than that made public at the response opening, remain private or nonpublic until a re-issuance of the Request for Proposals results in completion of the evaluation process or a determination is made to abandon the purchase. If the rejection occurs after the completion of the evaluation process, the data remains public. If a re-issuance of an RFP does not occur within one year of the proposal opening date, the remaining data become public.

# City of Saint Paul Bike Share Additional Terms

All vendors operating bike sharing programs in the City of Saint Paul must comply with the following terms and conditions:

#### 1. PRODUCT SPECIFICATIONS, MAINTENANCE, AND SECURITY

- 1A. All bicycles used in bike sharing systems shall meet or exceed the standards outlined in the Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512 Requirements for Bicycles. Additionally, permitted systems shall meet the safety standards outlined in ISO 43.150 Cycles, subsection 4210.
- **1B.** Any electric bicycles shall meet the National Highway Traffic Safety Administrations (NHTSA) definition of *low-speed electric bicycles*; and shall be subject to the same requirements as ordinary bicycles. This means that electric bicycles shall have fully operable pedals, an electric motor of less than 750 watts, and a top motor-powered speed of less than 20 miles per hour when operated by a rider weighing 170 pounds.
- **1C.** All bicycles shall meet the State of Minnesota requirements described in Minnesota Statute 169.222, including those for lights during hours of darkness. This includes a front light that emits white light. Bicycles must comply with State of Minnesota requirements for rear visibility by providing a rear red light rather than a reflector.
- **1D.** Every bicycle shall have a unique identifier that is visible to the user on the bicycle.
- **1E.** All vendors shall provide a mechanism for customers to notify the company that there is a safety or maintenance issue with the bicycle that is able to receive and provide confirmation of receipt of the message at any time bikes are present within the public right of way or are available for use.
- **1F.** Any inoperable bicycle, or any bicycle that is not safe to operate shall immediately be made unavailable for use and removed from the right-of-way within 24 hours of receiving notice from the City or through the vendor's own communications platforms. The bicycle shall be repaired before returning to revenue service.

#### 2. INSURANCE AND INDEMNITY

- **2A.** Vendors shall have commercial general liability insurance or the equivalent and additional coverages that include the terms contained in the standard City of Saint Paul Insurance Requirements as found on the City website.
- **2B.** Vendors shall sign and record an indemnification agreement indemnifying and holding harmless the City.
- **2C.** Vendors must agree that the City of Saint Paul is not responsible for educating users regarding statutes governing safe and legal operation of a bicycle as defined in State Statute. Neither is the

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City responsible for educating users on how to ride or operate a bicycle. Vendors agree to educate users regarding laws applicable to riding and operating a bicycle in the City of Saint Paul and the State of Minnesota and to instruct users to comply with applicable laws.

#### 3. FEES AND REIMBURSEMENT

- **3A.** Vendors shall pay any fees associated with obtaining obstruction permits from the Right of Way Division of Public Works for the permanent or seasonal installation of objects (excluding bicycles) in the right-of-way.
- **3B.** Vendors shall pay an annual program administrative fee of \$20 per bike to the City to cover costs associated with management and oversight of the vendor.
- **3C.** Vendors shall reimburse city crews for any time spent relocating or removing bicycles from any location where a bicycle is prohibited under this permit, or for relocating unused bicycles. The cost to be paid by the vendor will be established by the City. Payment by the vendors shall be made within 30 days.
- **3D.** If any City department or office incurs any costs addressing or abating any violations of these requirements, or incurs any costs of repair or maintenance of public property, the vendor shall reimburse the City for those costs. Upon receiving written notice of the City costs, the vendor shall reimburse the City for such costs within 30 days.
- 3E. Fees to be paid by the vendor in the event that city staff relocates or stores a vendors bicycle shall be set by the City and reviewed and adjusted annually. The fees for 2018 will be as follows:
  - Move a bike from one location to another/Rebalance bikes: \$35/bike/instance
  - Move a bike from illegal/unsafe location to a nearby legal/safe location:
     \$20/bike/instance
  - Store a bike at Dale Street facility: \$20/day/bike (a partial day counts as a day)

#### 4. PARKING AND RIGHT OF WAY MAINTENANCE

- **4A.** All parked bikes must be in compliance with any local ordinances or state statues regarding bicycle parking at all times. All locations not identified as permitted bicycle parking locations in this document shall be understood to be locations where it is prohibited to park a shared bike, even in situations where those requirements are more stringent than those applying to privately owned non-fleet bikes.
- **4B.** The City reserves the right to modify where or how dockless bicycles are permitted to be parked at any time at its sole discretion.
- **4C.** For bicycle share systems that require the installation and maintenance of objects in the right-of-way, an annual Obstruction Permit is required for every location. Public Works Right of Way and Traffic Engineering division staff will provide guidance on locating bicycle share stations, as well as administer issuance of required permits. Public Works approval of all objects installed in the Right of Way is required in advance of installation.

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- **4D.** For dockless bicycle share systems, bicycles shall be parked in the boulevard/furnishing zone of the public right-of-way, as defined in the Saint Paul Street Design Manual (2016), or near a bicycle rack in the public right-of-way.
- **4E.** Restrictions to eligible bicycle parking areas within the boulevard/furnishing zone:
  - 1. Bicycles shall not be parked on blocks where the boulevard/furnishing zone is less than 3 feet wide, or where there is no boulevard/furnishing zone.
  - 2. Any bicycle parked adjacent to a sidewalk must maintain a clear 5' pedestrian walkway on public right-of-way.
  - 3. The City reserves the right to determine certain block faces or locations where dockless bicycle share parking is prohibited.
  - 4. Bicycles shall not be parked in the boulevard/furnishing zone in a manner that is adjacent to, within, or blocking:
    - a. Pedestrian curb ramps;
    - b. Fire Hydrants;
    - c. Parklets;
    - d. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
    - e. Signed loading zones;
    - f. Disability parking areas;
    - g. Street furniture that requires pedestrian access (for example benches, parking pay stations, trash bins, bus shelters, transit information signs, permitted sidewalk patios, etc.);
    - h. Entryways;
    - i. Outwalks;
    - j. Driveways; and
    - k. Slopes sufficiently steep that bikes cannot stay upright.
- **4F.** Additional parking zones may also be established within public right-of way where sufficient space exists at the sole discretion of the city. One example would include using in-street bike corrals or other methods, subject to Public Works installation requirements and annual permit fees.
- **4G.** Additional parking zones may be established outside of public right-of-way; for example, locations within parks, schools, publicly-accessible plazas, off-street parking lots/garages, or campuses. However, vendors must obtain permission to do so from the appropriate City department, agency, or property owner; and shall be communicated to the customer through signage, through the mobile and web applications, or through other means as approved by the City and property owner.
- **4H.** The City retains the right to require vendors at any time to create geo-fenced stations within certain areas where bicycles shall be parked, particularly in downtown or in other congested areas. Any geofenced areas must be submitted to the City in an electronic format as requested by the city. The City may also at its sole discretion create geo-fenced areas.

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- **41.** Any location within the public right of way that is approved for parking dockless bikes must be available for use by all dockless bike share vendors, unless one vendor uses proprietary equipment that cannot reasonably be shared with other vendors. Vendors are encouraged to coordinate to co-locate parking areas on private property as much as possible.
- **4J.** Bicycles shall be upright when parked. Bicycles shall be equipped with a kickstand to allow them to be upright without leaning against another object or bicycle.
- **4K.** Vendors shall inform customers on how to park a bicycle properly. Vendors agree that the City has no responsibility to help customers understand parking requirements. Bike share vendors bear all responsibility in the event of incorrectly parked bikes.
- **4L.** Vendors shall provide contact information on every bicycle for bicycle relocation requests. The vendor must be able to receive relocation requests at any time the bike share system is in operation and/or bicycles are located within the public right of way.
- **4M.** Any bicycle that is parked incorrectly shall be re-parked in a correct manner or shall be removed by the vendor without prior notice from the City.
- **4N.** Upon receiving notification of an incorrectly parked bicycle from the City or through the vendor's own communication platforms, the vendor shall re-park or remove the bicycle within the following timeframe:
  - 1. 6am to 8pm on weekdays, not including holidays within two hours of receiving notice,
  - 2. All other times within 10 hours of receiving notice.
- **40.** Upon receiving notification from the City or through the vendor's own communication platforms of a bicycle parked or left in any manner such that it poses an immediate safety threat to any persons, the vendor shall remove the bicycle immediately. In such an event, the City may also abate the nuisance without notifying the vendor. The vendor shall reimburse the City for the cost of abatement.
- **4P.** Any bicycle located in the right-of-way must be cleared of snow by the vendor within 96 hours of a snow event and parked in a location where snow has been cleared. In most areas, the boulevard/furnishing zone is typically used for snow storage. Clearing snow to create parking spaces is the sole responsibility of the vendor. Vendors are prohibited from pushing snow into the street or shoulder, or against objects or structures that may be damaged.

#### 5. IMPLEMENTATION AND OPERATIONS

- **5A.** The service area will be defined as the City of Saint Paul municipal boundaries. The City may adjust the service area at its sole discretion. The vendor may not modify the area of bike sharing operations without approval from the Director of Public Works.
- **5B.** Vendors shall have a staffed operations center in the City of Saint Paul.
- **5C.** Vendors shall have a 24-hour customer service phone number and email address for customers and City staff to report safety concerns, complaints, or ask questions.

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- **5D.** Vendors shall provide the City with a direct contact for bicycle share company staff that are capable of removing or rebalancing bicycles.
- **5E.** Vendors shall have a minimum bicycle fleet of 500 bicycles in revenue service if using standard (non-electric) bicycles. Vendors shall meet this fleet size within four weeks of initial launch date. Vendors using only electric bicycles or other types of bicycles do not have a minimum fleet size.
- **5F.** Vendors are limited to 1,000 bicycles during the first month of operation and 2,000 bicycles during the second month of operation. After the second month, vendors may request permission from the City to expand beyond 2,000 bicycles. Permission to increase the fleet size will be granted by the Director of Public Works based, in part, on the vendors performance meeting the requirements of this document as well as a demonstrated need for more bicycles.
- **5G.** Vendors shall notify the City if they plan to change their fleet size two weeks before deployment; and include the additional program administrative fee.
- **5H.** All vendors shall relocate or rebalance bicycles upon receiving a request from the City for any reason based on these times:
  - 1. 6am to 8pm on weekdays, not including holidays within two hours of receiving notice from the City,
  - 2. All other times within 10 hours of receiving notice from the City.
- **51.** Any dockless bicycle that is parked in one location for more than 7 consecutive days without moving may (at the City's sole discretion) be removed by City crews and taken to a City facility for storage at the expense of the bicycle share vendor. The cost to be paid by the vendor will be established by the City.
- **5J.** Vendors will be required to immediately rectify an excessive accumulation of bicycles in a concentrated area. It is at the sole discretion of the City to determine what constitutes an excessive accumulation given the unique conditions of the area.
- **5K.** Any bicycle that is found to be parked outside of the defined service area or outside of the City will be removed or relocated by the vendor, unless the vendor has a formal agreement to operate in that jurisdiction.
- **5L.** Vendors must utilize an internal demand/user behavior management component capable of determining the location of all bikes at all times to aid in rebalancing and preventing the excessive accumulation of bicycles in a concentrated area.

#### **6. TECHNOLOGY AND DATA SYSTEMS**

- **6A.** All service and system data, less users' PII as defined in section 7, must be made available to the City at no cost on a real-time and historical basis.
- **6B.** Any data provided to the City is public information and the City is permitted to display or otherwise distribute the data at its' sole discretion.

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- **6C.** All vendors shall provide a monthly report. Report data shall be based on calendar months (i.e. July 1-31) and be submitted by the  $15^{th}$  day of the succeeding month. Reports shall provide the following information:
  - 1. Number of rides for the previous month.
  - 2. Number of bikes in service.
  - 3. Number of bikes out of service (damaged or otherwise).
  - 4. Safety reports on any crashes involving operators' bicycles.
  - 5. Aggregated repair information on operators bicycles by type of repair.
  - 6. Any instances of illegal/unauthorized parking and corrective action taken by the vendor, including response time.
  - 7. Data regarding rebalancing efforts.
  - 8. Bike distribution and GPS-based natural movement in heat map format.
  - 9. Summary of customer comments/complaints and resolution.
  - 10. Summary of theft/vandalism and resolution.
  - 11. Aggregated system usage: total unique users, total miles ridden, total number of rentals, average rental duration.
  - 12. Disaggregated user counts for each of the following demographic variables for active riders during the monthly period: gender (reported by male, female, and other), age (match census brackets: under 5 to 85 years and over, in groups of 5), race (should match Census race descriptions), residential City ward (Saint Paul residents only), residential zip code (riders who reside outside the City of Saint Paul), and number of active riders and miles traveled by riders who reside in Areas of Concentrated Poverty, as defined by the Metropolitan Council. Each variable should be paired with all system usage variables in 6C.11.
- **6D.** The following data must be provided to the City no less frequently than within 15 days succeeding the month in which the event(s) occur(s). Anonymized trip data that includes the origin and destination, trip duration, date and time of trip, and route traveled. This information is to be provided via a standard GIS format (i.e. REST/WFS/shapefile/file geodatabase/etc.), and match the schema outlined below. Additional variables are permitted to meet requirement 6A.

Field name	Format	Description
Company Name	[company name]	n/a
Type of bicycle	"Standard" or "Electric"	n/a
Trip record number	xxx0001, xxx0002, xxx0003,	3-letter company acronym +
		consecutive trip #
Trip duration	HH:MM:SS	n/a
Trip distance	US Feet	n/a
Start date	MM, DD, YYYY	n/a
Start time	HH:MM:SS (00:00:00 – 23:59:59)	n/a
End date	MM, DD, YYYY	n/a
End time	HH:MM:SS (00:00:00 - 23:59:59)	n/a
Start location	X,Y	n/a
End location	X,Y	n/a

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Bicycle ID number	xxxx1, xxxx2,	Unique identifier for every bicycle, determined by company, and documented in requirement 1D.
Route	Shape: lines	n/a

- **6E.** Real-time data must be in a documented and City-agreed format. The City reserves the right to require a specific application program interface (API) for real-time data publishing, public consumption and submission to the City.
- **6F.** All vendors of dockless service models will make the following bicycle service data available, real-time and at no cost to the general public:

Field name	Format	Description
GPS Coordinate	X,Y	n/a
Availability duration	Minutes	n/a
Availability start date	MM, DD, YYYY	n/a
Availability start time	HH:MM:SS (00:00:00 – 23:59:59)	May be combined with start date.
Fuel Level	0 – 100%	If electric.
Fall Over	Binary	If equipped: Yes/1/True = Bicycle has fallen over. No/0/False = Bicycle is upright.

- **6G.** Dock-based service models will make all service and system data available publicly using the General Bikeshare Feed Specification (GBFS) format. Vendors are exempt from requirement 6F if all required variables in 6F are served by their publishing of the GBFS format.
- **6H.** If geofenced station areas are created by the operators as defined in section 4H, the City shall receive a standard GIS format file (i.e. shapefile/file geodatabase/etc.) with the station areas prior to enabling them in the system. Any updates to geofenced areas shall be provided to the City as a new version of the dataset prior to taking effect.
- **61.** The vendor shall provide City staff with up to 10 unlimited licenses to use the system to aid in system oversight, monitoring quality control, verifying user experience and bicycle maintenance standards, validating data, and to aid in bike relocation efforts when necessary.
- **6J.** All references to spatial data and positional coordinates shall be accurate to within 3 meters or less.
- **6K.** Computer and other technical systems should maintain current security standards sufficient to protect users' PII data as defined in section 7. Security methods should meet or exceed industry standards for: data encryption, antivirus, firewall, user account reclamation, brute-force lockouts, minimum password requirements for users and staff, and minimum necessary data transference. System security is the sole responsibility of the Vendor.

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#### 7. CONSUMER PROTECTION

- 7A. The City will use the definition of Personally Identifiable Information (PII) as defined by Government Accountability Office publication GAO-08-536 and accepted by National Institute of Standards and Technology via publication 800-122: any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, Social Security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. The following non-exhaustive list will serve as examples of PII:
  - 1. Name (in whole or in part)
  - 2. Home Address
  - 3. Email Address
  - 4. Social Security Number
  - 5. Passport Number
  - 6. Citizenship
  - 7. Driving License Number
  - 8. User Photos
  - 9. Credit Card Numbers
  - 10. Social Media Accounts
  - 11. Digital Identity
  - 12. Genetic Information
  - 13. Age
  - 14. Race
  - 15. Telephone Number
  - 16. Usernames/Login Information
  - 17. Financial Information
- **7B.** Users' PII may not be shared, sold, traded, or given to any third party without the users' consent except for the express purpose of fulfilling service needs and contractual requirements with the City of Saint Paul, and as required by law. This includes but is not limited to: related organizational entities such as parent corporations and subsidiaries; marketing and advertising firms; political organizations; religious organizations; financial entities; other governmental agencies; and private parties.
- **7C.** Staff access to users' PII shall be limited to minimum necessary. Internal staff security protocols shall be established to maintain the security of users' PII and technical systems.

#### 8. TERMINATION AND CONTRACT AMENDMENTS

- **8A.** The City has the right to amend the Contract at any time for any reason. The City will notify all vendors of the change and the reasonable time period of which to comply. If compliance is not made within the time period, then the City has the right to terminate the contract.
- **8B.** The City reserves the right to terminate this contract at any time and require that the entire fleet of bicycles be removed. The decommissioning shall be completed within thirty (30) days unless a different time period is determined by the City.

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