

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

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 statutes 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.

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.

- 4I.** 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.
- 4O.** 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.

- 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.
- 5I.** 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.

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 15th 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

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.

6I. 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.

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.