



# Request for Proposals Cleveland Bike Share System

**Proposals due  
October 19th, 2015**

**Bike Cleveland**

# **PUBLIC NOTICE**

## **REQUEST FOR PROPOSALS (PID 100301)**

Notice is hereby given that sealed proposals postmarked by October 19<sup>th</sup>, 2015 will be received by Bike Cleveland for the project: Cuyahoga- Cleveland Bike Share. Proposals should be submitted by one of the following ways: **Via United States Postal Service** to Bike Cleveland, Attn: Jacob VanSickle, PO Box 609718, Cleveland, OH 44109 **OR Via FedEx or UPS:** Bike Cleveland, Sustainable Cleveland Center, 230 W. Huron Rd., Unit 85.53, Cleveland, OH 44113. Proposals received after the postmark date of October 19<sup>th</sup>, 2015 shall be returned unopened to the offeror.

Such proposals as herein concerned shall be for the following described:

Project title – Cuyahoga- Cleveland Bike Share (PID100301). The scope of the project is to Part1: Provide capital requirements, cost and type, to launch a bike share system in Cleveland with an estimated available capital of \$446,000 and Part 2: Provide an overall system plan including financing, service, operations and maintenance of a bike share system.

Follow the submission of proposals procedure as outlined in the Request for Proposals, section titled “Submission of Proposals.”

All proposals shall be properly signed by an authorized representative of the proposer. All proposals shall be sealed and plainly marked. Proposal information is also available on Bike Cleveland’s web site at [BikeCleveland.org/BikeShare](http://BikeCleveland.org/BikeShare) as well as Cuyahoga County’s website [CuyahogaCounty.us](http://CuyahogaCounty.us).

Cuyahoga County and Bike Cleveland reserves the right to reject any or all proposals submitted and waive any irregularities.

Publish in the Plain Dealer on September 28<sup>th</sup>, 2015 and October 5<sup>th</sup> and October 12<sup>th</sup>.

# Request for Proposals

## Cleveland Bike Share System

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### **General Information**

Bike Cleveland and Cuyahoga County, with support from the City of Cleveland, are soliciting proposals from contractors or vendors interested in providing services for a flexible and automated on-demand bicycle sharing system. The system will allow the general public to rent bicycles at low cost within a network of stations and return them to any other station within the system. The program expects to launch by May 2016, with the potential for future phases in subsequent years.

Bike Cleveland intends to work with the selected operator to assist locally as needed with planning for the network, identify specific station locations, connections with potential sponsors, and the development of programs to ensure the network is accessible to everyone.

Bike Cleveland is seeking proposals for turn-key operation and maintenance of a bike share system, including furnishing and installing equipment and supporting infrastructure (i.e.: web site, member database, etc.), operations, staffing, maintenance, and comprehensive customer service; in addition to other necessary contractual obligations.

### **Vision**

During the past several years, Cleveland has successfully transformed itself into a 21<sup>st</sup> century city. With its heavily used regional trail and transit networks, favorable terrain, and a dense downtown surrounded by unique neighborhoods, analysis indicates that the city provides a solid support structure for bike sharing.

Bike Cleveland and Cuyahoga County, with support from the City of Cleveland, are seeking a dynamic new way for residents, employees, and visitors to access and experience the city. By creating a comprehensive bike transit system to complement the expanding network of bike infrastructure, we intend to increase the number of people who cycle for short trips, fitness, recreation, and city exploration.

## Snapshot of Cleveland

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### **People**

Cleveland is the 2<sup>nd</sup> largest city in Ohio, with a population of approximately 400,000 and a metro population of more than 2 million. Greater Cleveland attracts over 10 million visitors annually, and with the July 2016 Republican National Convention taking place in Cleveland we expect this number to grow. University Circle and Downtown Cleveland are proposed Phase 1 implementation areas (outlined in the *Cleveland Bike Share Feasibility Study*) (attachment A). In the 1.7 square mile downtown neighborhood, there are over 4,000 hotel rooms (growing to 5,000 by 2016), approximately 100 restaurants and bars, 70 major employment centers, 380 office buildings, and over 100,000 workers. Downtown Cleveland has an estimated 13,000 residents today and is expected to have 25,000 residents by 2025. The 1 square mile University Circle neighborhood is Greater Cleveland's second largest employment and visitor hub, with more than 2 million annual visitors, a residential population of 10,000, 12,000 students, and a workforce population of nearly 50,000.

### **Infrastructure**

Cleveland currently has 35 miles of trails, 20 miles of bike lanes and 8 miles of sharrows. An additional 70 miles of bikeways are planned to be in place by 2017. The Greater Cleveland Regional Transit Authority operates more than 60 bus routes and 3 rail lines throughout Cuyahoga County.

Please review the attached *Cleveland Bike Share Feasibility Study* overview for further detail.



## Cleveland Bike Share Program Goals

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In 2013, a task force composed of local government, nonprofits and other stakeholders interested in bringing bike sharing to Cleveland completed a feasibility study. That feasibility study can be found enclosed in this RFP. Through the feasibility study, the following goals for a bike share program were identified. Proposers should keep these goals in mind when responding to this RFP.

Goals	Objectives
<b>Operational Excellence</b>	<b>Create positive user experiences to maintain customers and attract new users.</b> <ul style="list-style-type: none"><li>• Identify system performance targets based on community objectives and develop measures to hold system operators accountable.</li><li>• Identify usage based performance measures independent of user revenue targets to emphasize consumer satisfaction in addition to financial sustainability.</li></ul>
<b>Livability &amp; Economic Competitiveness</b>	<b>Develop an innovative transportation system that improves Cleveland's livability and economic competitiveness.</b> <ul style="list-style-type: none"><li>• Ensure that bike share is cost competitive for users as an affordable alternative to other modes.</li><li>• Optimize the number of destinations that can be served by a bike sharing system with a focus on serving neighborhoods and destinations.</li><li>• Attract and retain talent for the City's employers and raise the attractiveness of Cleveland for business investment and tourism.</li><li>• Reduce the environmental impact of transportation consistent with the framework for Sustainable Cleveland 2019.</li></ul>
<b>Finances &amp; Transparency</b>	<b>Create a system that is financially sustainable, transparently operated, and accountable to the public.</b> <ul style="list-style-type: none"><li>• Plan for and ensure sustainable capital funding for system growth and ongoing equipment replacement.</li><li>• Clearly communicate program performance and effectiveness to stakeholders and the public.</li><li>• Cover all operating expenses without assistance from the City by utilizing a wide range of private, state and federal funding sources.</li></ul>
<b>Social &amp; Geographic Equity</b>	<b>Provide a system that is accessible to a broad cross-section of people living in and visiting Cleveland.</b> <ul style="list-style-type: none"><li>• Integrate bike share as an extension of Cleveland's public transit network.</li><li>• Focus station planning and growth to expand the geographic coverage to include expansion across Cleveland and into adjacent communities where supported.</li><li>• Develop a system that engages and serves users in minority and low-income communities and improves their access to key destinations, such as jobs and recreation.</li></ul>

<b>Health &amp; Safety</b>	<p><b>Provide Cleveland residents and visitors a safe mode of transportation that promotes active and healthy living.</b></p> <ul style="list-style-type: none"> <li>• Foster an active lifestyle by diverting a greater share of trips to bicycling.</li> <li>• Promote a culture of safety among bike share system users.</li> <li>• Support other public health objectives such as improved access to fresh foods and access to green space.</li> </ul>
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**Other key metrics of a successful bike share program include:**

- A self-sufficient, independently operated bike share system.
- Measureable and successful performance, including:
  - Public awareness and response to the system
  - Ridership growth, vehicle trip reductions,
  - Private sector buy-in (sponsorships, memberships, etc.)
  - Engagement of future partners for network expansion

## General Instructions to Bidders

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The successful Proposer will develop, install and operate a bike share program in the City of Cleveland, with potential expansion beyond the city of Cleveland border in future years. The Cleveland Bike Share Feasibility Study has informed Bike Cleveland and Cuyahoga County's conversations around bike sharing thus far and has been used as a tool for gaining support from community stakeholders. We are, however, aware that the bike share industry is rapidly evolving and are therefore open to alternative approaches and recommendations.

This RFP has been delineated into two clear parts for the purposes of bidding and contract administration requirements:

### **Part 1: Initial Capital Requirements**

Cuyahoga County has been awarded federal funds and local match dollars for the purchase and installation of bike sharing stations in Downtown Cleveland and adjacent neighborhoods. These funds can only be used for capital purchases limited to bikes, racks, kiosks and installation.

### ***Funding***

In a partnership with Bike Cleveland, Cuyahoga County was awarded \$357,000 in federal dollars from the Northeast Ohio Areawide Coordinating Agency and the Ohio Department of Transportation to launch a bike share program. Bike Cleveland will provide a 20% match of up to \$89,000 to that grant for a project total of \$446,000. Bids for capital equipment may not exceed a total of \$446,000 for all aspects of the project and installation.

### ***Budget***

Bidders should submit specifications of proposed bike share system components, including kiosks, bicycles, docks, and associated technology. Bids for Part 1 are not to exceed \$446,000, including all material costs, installation costs, shipping costs, and any other component costs.

The Ohio Department of Transportation will reimburse Cuyahoga County for 80% of the cost of the capital and installation upon completion and submission of an invoice for the project. Bidder acknowledges that Cuyahoga County will pay bidder for the full cost of the project up to and not exceeding \$446,000.

Bidder must use the attached Bid Form to detail capital components, unit quantities and cost. The Bid Form is the only form upon which the proposed Part 1 bid price will be considered.

### ***Station Location Preparation*** (includes Environmental Commitment)

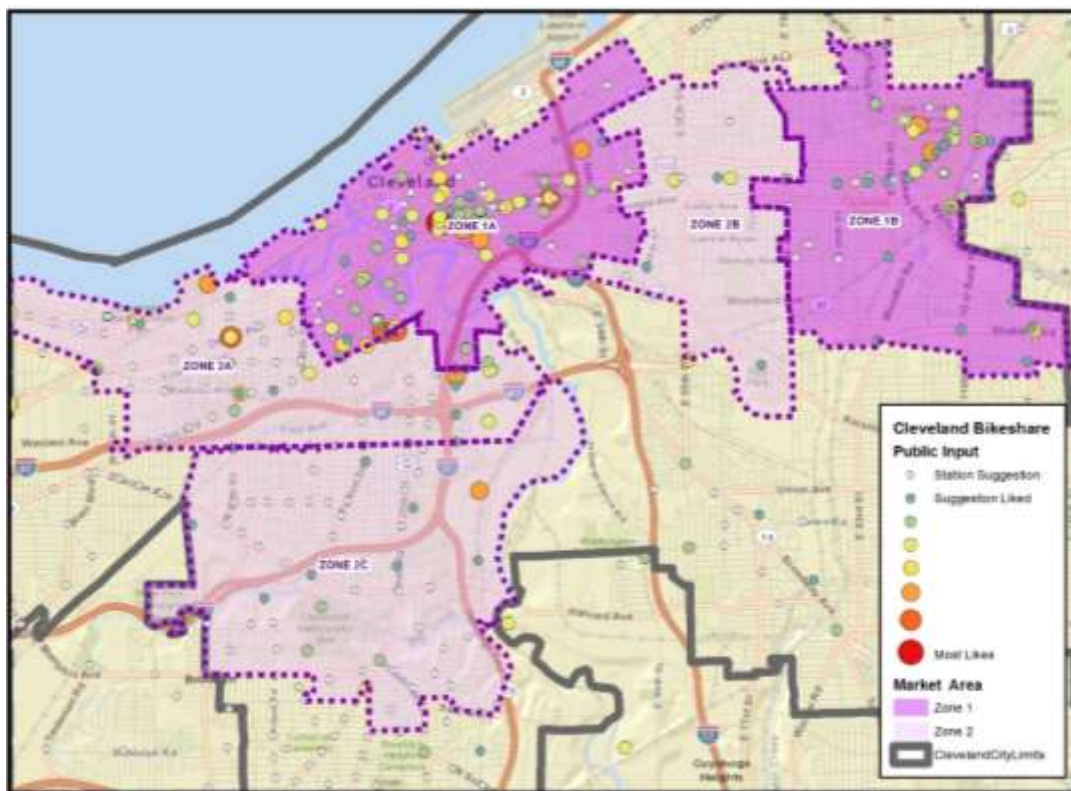
Bike Cleveland and Cuyahoga County will work with the City of Cleveland and contractor to identify station locations that are prepared and ready for installation within the public right of way. Note: All locations must be coordinated with Ohio Historic Preservation office (OHPO). No station installation can occur until OHPO approval is obtained. Provide and electronic copy of

the OHPO approval to the Ohio Department of Transportation District 12 Environmental Coordinator, Mark Carpenter at [Mark.Carpenter@dot.ohio.gov](mailto:Mark.Carpenter@dot.ohio.gov) .

All interested parties will work with the contractor to ensure that the locations meet the station requirements.

### ***Installation***

Bike Cleveland and Cuyahoga County seeks to install the bike share stations by May 31, 2016. Bidders must propose a schedule for installation and attach to the submitted in the bid.



*Proposed Market Areas for Initial Bike Share Service in Cleveland*

## **Part 2: System Plan - Financing, Service, Operations and Maintenance of a Bike Share System**

Outline a plan to raise funds to reach the phase one goal of a 70 stations/700 bike system. Also outline the funding needed to grow incrementally to other parts of the City of Cleveland and Cuyahoga County within the next five years. While public sector agencies can provide in-kind contributions, the primary public sector role will be to seek grant funding to leverage private sector sponsorships, with the goal of having a bike share system that is sustainable after the first five years of operation without the need for public financing.

The successful Proposer will address how it can best deliver and operate a bike share system in

Cleveland for five (5) years, broken out by each year. Bike Cleveland and Cuyahoga County will consider a variety of ownership and operations models, but all capital equipment must be owned by Cuyahoga County for the expected lifecycle of the capital.

### **A. System Funding**

The Proposer will be responsible for continuing Bike Cleveland and Cuyahoga County's efforts to identify and secure the remaining public and/or private funds to cover the installation and operation costs of a bike share system to launch May 2016 in the City of Cleveland and expand incrementally to other parts of the City of Cleveland and Cuyahoga County within the next five years. For purposes of this proposal please indicate the size of system the Proposer can implement with the available capital funding, with reference to the desired scope of Phase 1 implementation outlined in the *Cleveland Bike Share Feasibility Study* (pg 35 of the enclosed and referenced below). If the initial \$446,000 of capital funding available is insufficient to complete the full scope of Phase 1 (A and B)), describe a phased plan to raise additional funds to complete the full Phase 1 system.

Describe how funding will be identified and secured to cover capital costs for equipment and installation, including the initial investment of \$446,000, and costs associated with maintenance and operations of a bike share system. This funding plan should assume a May 2016 launch and support deployment to the bike share service area defined in the Cleveland Bike Share Feasibility Study within five (5) years. The funding plan should also outline projected revenue over the 5 years, assuming the May 2016 system launch. Include the role you envision Bike Cleveland, Cuyahoga County and the City of Cleveland playing in this effort.

Proposers shall provide a cost proposal for equipment, installation and five (5) years of operations for a bike share program in Cleveland. Cost proposals shall include a breakdown of the various costs to install/implement and operate a bike share system and include all related expenses such as ongoing maintenance and marketing.

As noted in the "General Requirements," reference the phasing plan in the *Cleveland Bike Share Feasibility Study* (see map on page 35 of the *Cleveland Bike Share Feasibility Study* enclosed in this RFP) and outline how the Proposer intends to allocate the \$446,000 committed for a Phase 1 implementation. If the capital funding available is insufficient to complete the full scope of Phase 1 (A and B), outline a plan to raise additional funds to complete the full Phase 1 system.

Provide details on the proposed bike share system business plan. Include a breakdown of costs per bicycle and/or costs per station, delineating capital, maintenance, and service fees.

### **B. Service Plan**

#### **Pricing Strategy & Marketing Plan**

Proposers shall also provide at least two (2) pricing model and describe how their proposed models promotes and incentivizes membership across a wide spectrum of user demographics.

Include strategies to reach low-income, Limited English Proficient (LEP) and other traditionally underserved populations.

Describe how you plan to partner with Bike Cleveland to brand and market a successful bike share system. Identify specific elements of this plan and describe how it will maximize membership across all demographic groups in the Cleveland. Include strategies to specifically address those challenges unique to Cleveland.

### **C. System Acquisition & Implementation Plan**

Describe in detail your proposed ownership model and the rationale behind this model. Keep in mind that any equipment purchased with state or federal grant funds must be owned by Cuyahoga County.

Respond to the recommended phasing plan as described in the Cleveland Bike Share Feasibility Study. Note that the \$466,000 secured through the Northeast Ohio Areawide Coordinating Agency, requires that Phase 1 must include, but it's not exclusive to the Downtown Cleveland neighborhood.

Outline your approach to siting station locations. Include details on a typical station footprint, how you will work with stakeholders and the City of Cleveland on selecting station locations and details on how stations are installed (including space needs, electrical needs, etc.).

Provide a detailed timeline for implementation. Identify potential issues that could be encountered during the service startup phase and how they will be addressed.

### **D. Customer Service**

Describe how the Proposer will communicate with customers, both when using the system and at other times. Include Limited English Proficiency (LEP) strategies.

### **E. System Components**

Provide a full description of the following equipment proposed for a bike share system in the City of Cleveland. Proposers should reference Appendix A.

1. Stations & Kiosks
2. Bicycles
3. Helmets and helmet distribution system (if proposed)

Include details on proposed equipment including: stations, bicycles, terminals, networking, and system components (if available). Describe the specifications of the hardware, technology, and software of each proposed type of equipment (i.e. solar powered, cell enabled, PCI-Compliant, GPS, etc.). Describe approach to ensuring technology quality control and updates during the length of the contract. Identify options and technology for kiosk-free bike share models (if available).



Specifically discuss how the system components will address characteristics unique to the City of Cleveland such as weather conditions.

If helmet vending machines are proposed, indicate whether the infrastructure is already available or will require research and development.

All stations and bicycles must comply with federal Buy America requirements of the Federal Highway Administration (FHWA).

#### **F. Operations & Maintenance Plan**

Outline your proposed Operations & Maintenance Plan and provide a schedule for the routine maintenance, cleaning and replacement of bicycles, helmets (if helmet kiosks are proposed) and stations.

Describe the training programs that will be implemented to ensure that all staff fully understand the system and can respond to user and client questions.

Describe how a maintenance facility will be secured, what modifications will be required to make it ready for occupancy, and how it will be staffed.

Summarize the hiring plan and how the Proposer will ensure that experienced, motivated and knowledgeable employees are ready to go by system launch.

Indicate your plan for providing liability insurance.

## Submission of Proposals

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### 1. SUBMITTAL REQUIREMENTS

#### RFP Schedule

<b>RFP Publication</b>	<b>September 28<sup>th</sup>, 2015</b>
<b>RFP Question Deadline</b>	October 1 <sup>st</sup> , 2015
<b>Submittal Deadline</b>	October 19 <sup>th</sup> , 2015
<b>Evaluation Period</b>	October 20 <sup>th</sup> -October 30 <sup>th</sup> , 2015
<b>Potential Interview Period</b>	October 26 <sup>th</sup> -October 27 <sup>th</sup> , 2015
<b>Selection</b>	October 30 <sup>th</sup> , 2015
<b>Phase 1 System Installation Complete</b>	May 31, 2016

Bidders should submit three (3) hard copies of their proposal, and an electronic copy (CD/DVD/USB drive) of their submission to Bike Cleveland. Proposals must be postmarked by October 19<sup>th</sup>, 2015. The proposal should be mailed via USPS to:

Bike Cleveland  
Attn: Jacob VanSickle  
PO Box 609718  
Cleveland, OH 44109

OR mailed via FedEx or UPS to

Bike Cleveland  
Sustainable Cleveland Center  
230 W. Huron Rd., Unit 85.53  
Cleveland, OH 44113

Bids should be signed by an authorized representative of the bidder, certifying that the bidder and the submitted bid fully comply with all of the provisions and requirements contained in this notice to bidders request.

#### Questions and Clarifications

Potential bidders may submit requests for clarifications by October 1<sup>st</sup>, 2015

All communication concerning this notice to bidder and this project should be directed to:  
Jacob VanSickle, Executive Director Bike Cleveland  
Phone: 216-245-3101  
Email: [jacob@bikecleveland.org](mailto:jacob@bikecleveland.org),  
Address: PO Box 609718  
Cleveland, OH 44109

**Format**

Proposals should provide a straightforward and concise description of the contractor's ability to perform the responsibilities outlined in this RFP.

**A. Reference Title & Size**

Proposers shall reference "Cleveland Bike Share RFP 2015" on their submittals and on all correspondence. Submittals must be double-sided and on 8½ x 11 sized paper bound in a booklet or binder. 50 page maximum, not including the front and back cover

**B. RFP Contact**

Provide information for the Proposer's primary contact, including name, phone and email.

**C. Proposal Modifications**

Modifications must be in writing and submitted no later than the date and time proposals are due.

**Required Documentation**

The following shall be included with the Proposal:

- A. **Part 1 Bid Form:** Proposers must use the Bid Form attached to this RFP for submittal of a price for the Part 1 capital purchases. The Bid Form is the only form upon which the proposed Part 1 bid price can be offered. Quote sheets, letters, or other descriptive literature included with the bid shall be attached for reference. The price submitted on the Bid Form must consider all services, labor, materials and equipment necessary to complete the project.
- B. **Proof of Cuyahoga County Vendor Ethics Registration:** For the purposes of this project, all proposers must be registered, and have completed all requisite training for same, with the Cuyahoga County Agency of Inspector General. The proof of registration must be submitted with the proposal. Any proposal that does not meet this requirement will be automatically disqualified.
- C. **Vendor Compliance Form:** The form is attached to this RFP. We understand that the form is geared toward construction contracts and not professional services, but it is required to be filled out by all proposers. Please do not use "N/A" as an option instead of properly initialing every requirement.
- D. **Affidavit of Non-Collusion:** The form is attached to the RFP. It must be completed and submitted with the proposal.
- E. **W-9 Form:** The completed form must be submitted with the proposal.

## **2. EVALUATION & SELECTION PROCESS**

### **A. Evaluation Process**

Bike Cleveland, Cuyahoga County and stakeholders will evaluate proposals based on the criteria identified in Section 2.B. Following evaluation, the Committee may invite responsive proposers to interview and answer committee questions either in person or via teleconference. The winning proposal will be the lowest bid that best meets the requirements of Part 1 and Part 2.

The review committee will consist of representatives from the following agencies: Minimum 3 representatives from Cuyahoga County, Bike Cleveland, Cleveland City Planning Commission, Cleveland Office of Sustainability, Destination Cleveland, University Circle Incorporated, Greater Cleveland Regional Transit Authority, Downtown Cleveland Alliance and other parties as identified by Bike Cleveland and Cuyahoga County. The review process will be observed by the Ohio Department of Transportation.

Bike Cleveland will notify the awardee no later than October 16<sup>th</sup>, 2015.

### **B. Evaluation Criteria**

The Evaluation Committee will review the overall responsiveness and completeness of Proposals with respect to the requirements outlined in this RFP using the following criteria and weighting:

1. Overall quality, thoroughness and clarity of proposal (10%)
2. Professional qualifications and experience (25%)
3. Ability to meet or exceed the “Required” and “Preferred” system components outlined in APPENDIX A: Description of Requirement (30%)
4. Financial feasibility of proposal (30%)
5. Proposed schedule for planning, development and delivery (5%)

Preference will be given to the following:

1. Applicants with a strong demonstrated knowledge of the City of Cleveland and the population to be served.
2. A project that minimizes risk and/or liability to stakeholders
3. A project that minimizes any cash and/or in-kind contributions from public agencies.
4. Applicants who demonstrate ability to implement and measure actions that increase the sustainability of the bike share program's operations. These may include actions to reduce emissions, reduce waste, lower energy consumption and other environmental benefits.
5. Applicants that demonstrate strong performance on prior projects.
6. A project that outlines feasible approaches to incorporating equity into the bike share system.

## Specific Requirements

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Bike Cleveland and Cuyahoga County's desired system and service plan components are described in APPENDIX A: Description of Requirements.

### **1. PROPOSER'S CAPABILITIES AND PROJECT TEAM**

#### **A. Background and experience**

Submitting individuals or teams must be comprised of members that have at least 12 months experience planning and delivering 3 self-service bike share system with a minimum of 50 bikes that accepts credit card payments via an on-site terminal.

Preference will be given to Proposers with significant experience operating multi-million dollar businesses.

Proposers should respond to the following:

- A. Describe the Proposer's experience with fundraising, including city or organization, project and amount of money involved.
- B. Describe the Proposer's experience developing, implementing and operating bike share systems, including city or organization, size of system, role in operating the program, number of years operated and the capital and operating budget.
- C. Describe the Proposer's resources available to perform the work for the duration of the project.
- D. Describe other transportation projects the Proposer has been involved in that are relevant to the operation of bike sharing.
- E. Discuss the Proposer's financial capabilities including annual revenue and liabilities. Provide three (3) years of audited financial statements that have been certified by a third party certified accounting firm.

#### **B. Staffing Plan & Organization Chart**

Provide a staffing plan and organization chart that identifies the key positions in the management team that will oversee the implementation and operation of the bike share system. Identify and describe the qualifications of the project lead to be assigned and the percentage of time they will be committed to the Cleveland Bike Share project. In addition, include a resume for this individual.

If applicable, indicate any subcontracted functions along with full documentation of the subcontractor. Additionally, describe the relationship between the Proposer's management team and the management of Cleveland Bike Share.

#### **C. References**

The Proposer shall provide three (3) client references along with a description of each associated project and contact information for the client's contract manager. Additionally, Proposers shall provide two (2) professional references for the assigned project lead.

## **2. LEGAL**

Indicate your ability to comply with all required legal requirements outlined in APPENDIX A.



## Proposal Terms and Conditions

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Proposers must comply with the Federally Assisted Materials Purchase Contracts - Required Contract Provisions (see attachment B) and FHWA Form 1273 (see attachment C). In addition:

**Procurement** – Successful Proposers must be able to comply with the Cuyahoga County contract and purchasing procedures (<http://code.cuyahogacounty.us/en-US/CCRC-T5C501.aspx>).

**Public Records** – Each Proposer acknowledges and agrees that as a political subdivision, Cuyahoga County is subject to the requirements of the Ohio Public Records Law. All documents submitted to the County as part of a proposal become public information after the contract is awarded, and available for review and inspection by anyone requesting to do so. If proposer's submission includes documents and/or information that properly and legally qualifies as a trade secret under Ohio law and proposer wants to protect its confidentiality, Proposer must segregate the protected information/documents and conspicuously mark each page as "CONFIDENTIAL – TRADE SECRET." A proposer may not take advantage of this process to mark information/documents that it wishes to keep confidential, but doesn't qualify legally as a trade secret under Ohio law. Neither a proposal in its entirety, nor proposal price information will be considered confidential or proprietary. By taking advantage of this process, proposer certifies that it only marked information/documents that legally qualify as a trade secret under Ohio law as "CONFIDENTIAL – TRADE SECRET."

**No Indemnification by County - 6.** All proposers acknowledge that as a political subdivision, the County may not enter into any agreements where it indemnifies a third party. No provision in this RFP, a contract under this RFP, or any other contract or agreement related thereto may be construed as having the County providing any indemnification.

**Business License & Registration** – Successful Proposers shall obtain a current City of Cleveland Business License, and shall be in compliance with regulations regarding conducting business in the State of Ohio prior to execution of this contract and commencement of work. Note that as the project expands to additional jurisdictions, Proposers will be expected to comply with local regulations in those municipalities as well.

**Cost of Responding** - This Request for Proposal does not commit Bike Cleveland or Cuyahoga County to pay any costs incurred by any Proposer in the submission of a response, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the RFP.

**Late Proposals** - Proposal responses received after the scheduled closing time for filing will be returned to the Proposer unopened. It is the responsibility of the Proposer to ensure their Proposal is submitted in the proper form and in accordance with the time, date, and location

specified in the RFP. Only proposals submitted by vendors/proposers that meet the requirements detailed herein will be evaluated and ranked.

**Cancellation & Modification** – Bike Cleveland and Cuyahoga County reserves the right to modify, revise, or cancel this RFP. Receipt and evaluation of Proposals or the completion of interviews does not obligate Bike Cleveland or Cuyahoga County to award a contract. Bike Cleveland and Cuyahoga County reserve the right to award only portions of the work/services/products described in this RFP or to award multiple contracts to multiple Proposers under this RFP.

**Rejection of Proposals** – Bike Cleveland and Cuyahoga County reserves the right to reject any or all responses to the Request for Proposal if the application is incomplete or if the proposal does not meet the scoring requirements.

**Governing Law and Jurisdiction** – The provisions of any contract shall be construed in accordance with the provisions of the laws of the State of Ohio without reference to its conflict of law provisions. Furthermore, all County contracts are subject to the Cuyahoga County Code, including, but not limited to, the Cuyahoga County Ethics Policy, Cuyahoga County Inspector General provisions, and Cuyahoga County Contracting and Purchasing Procedures, and the successful bidder shall comply with the Cuyahoga County Code as an integral part of all County contracts. A copy of the Code is available on the County's web site at <http://code.cuyahogacounty.us/>. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Cuyahoga County Ohio. In connection with its activities under this RFP, Proposer shall comply with all applicable federal, state and local laws.

**Americans with Disabilities Act Compliance** – Proposers agree that if awarded a contract, the successful firm will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq.

**Grant Funding** – Proposers understand there is Federal and/or State grant funding involved in this project and that they will need to comply with all applicable federal requirements.

**References** – Bike Cleveland and/or Cuyahoga County reserve the right to contact any and all current or former clients of Proposers for references. Additionally, Proposers are encouraged to submit letters of reference from public and other similarly situated clients with their proposals.

**Withdrawal of Proposals** – A submitted proposal may be withdrawn at any time up to the proposal closing date and time, by submitting a written request to the RFP contact listed herein. Unless withdrawn, all materials submitted in response to this RFP become the property of Bike Cleveland and Cuyahoga County, selection or rejection of a response notwithstanding.

# Cleveland Bike Share System

## **Bid Form - Part 1 Capital Requirements**

Proposers must use this form for submittal of a price for the Part 1 capital purchases. This form is the only form upon which the proposed Part 1 bid price can be offered. Quote sheets, letters, or other descriptive literature included with the bid shall be attached for reference. The price submitted on the Bid Form must consider all services, labor, materials and equipment necessary to complete the project.

The price submitted on the Bid Form must consider all services, labor, materials and equipment necessary to complete the project. In case of mathematical error in the extension of prices, the unit price will govern in the evaluation of bids.

Capital Component	Unit Quantity	Unit Type (each, Ft., Sum, etc.)	Unit Price	Total Cost
<b>TOTAL AMOUNT OF BID – PART 1</b>				

Have you double checked your bid? Incomplete information could result in your bid being declared non-responsive.

This Bid Form is part of the proposal of \_\_\_\_\_

**Vendor Name**

\_\_\_\_\_  
**Signature of Authorized Representative**

## **Appendix A – Description of Requirements**

### **BIDDER REQUIREMENTS**

#### **1) General**

##### Required

- Bidders must have a minimum of three (3) years of experience providing and supporting bike share systems.
  - Bidders must have a minimum of three (3) systems with 50 or more bicycles that have been in operation in the USA for at least one (1) year.
- The Bidder/Contractor must follow all of the federal provisions and requirements included in this Notice to Bidders.

### **SYSTEM SPECIFICATIONS**

#### **2) General**

##### Required

- A highly reliable system with data security, especially for financial data, user names and addresses, that is Payment Card Industry (PCI) compliant and satisfies minimum specifications of municipality, institution and/or private landowner.
- Long expected useful life and high durability of all system components, including corrosion and graffiti resistant material for all system components exposed to the elements.
- Functional system in Midwest weather conditions.
- All instructions and messaging presented in English and Spanish.
- Scalable system to accommodate seasonal and other changes in demand. This includes the number and size of stations, number of bicycles, customer service, etc.
- Flexibility to add features, change functionality and accommodate changes in technology.
- Kiosks/Bikes must be able to accept walk up users paying with a credit card at each location
- Estimate of the useful life of each of the system components and proposed warranty terms.

#### **3) Station (kiosk or dedicated bike racks)**

##### Required

- Compliance with the Americans with Disabilities Act, and other requirements of the municipality, institution and/or private landowner in positioning stations.
- Capacity to maintain security of the system during a power failure event or loss of system communication.
- Flexibility to for station/kiosk/bike rack placement.
- Capacity to protect docked bicycles from theft and vandalism.

- Capacity to issue real-time reports between stations and headquarters to report number of bikes per station to facilitate re-distribution and locate bicycles needing repair.
- Ability to operate without need to connect to electrical grid (this may be accomplished by solar power or other types of alternative energy sources, as feasible); including employment of a backup power source.
- Adherence to annual City permit inspection requirements

#### Preferred

- Smallest feasible footprint to enable installation in a location currently used as a parking space or on a wide sidewalk with a layout that does not impede pedestrian traffic and ideally has no components that extend horizontally beyond the bike containment area footprint.
- Aesthetic compatibility with streetscape and neighborhood context, particularly of historic districts, both when station is full of bicycles and when it is empty.
- Adequate space at kiosk for a lighted map indicating both station locations and bicycle routes.
- Capacity for snow removal with standard equipment (plows and rotary brushes) when bicycles not in kiosk.
- Capacity for station and major components (bicycle, docks, terminal) to self-report malfunctions and mechanical problems.
- Clear and prominent instructions directing users how to report problems or a bicycle in need of repair.
- Ability to prevent out-of-service bicycles from being checked out, along with an indicator showing whether a bicycle is available or out-of-service. All in-service bicycles shall remain available.
- Unified look and feel of all stations within the network.
- Capacity to convey safety messaging, bicycle laws and warnings affecting cyclists in an easy-to-read format in all lighting conditions.
- Stations that are modular, easily relocated, require minimal time to install/remove and do not leave behind attachment points that could trip a pedestrian or impede traffic, parking or snow removal.
- Useful life greater than five years.

#### **4) Bicycle**

##### Required

- Upright riding position for confident riding in traffic.
- Lighting system compliant with all State and local laws that automatically illuminate when the bike is in use and remain on for at least two (2) minutes after the bike comes to a stop.
- Bicycles must have an audible bell, front and rear brakes, and front and rear reflector
- Reliable and intuitive braking system.

- Simple and reliable multiple gear drivetrain system to accommodate topography of region.
- Easy to operate; easy to mount and hold in stopped position.
- Protection from grease, dirt and tire spray, including enclosed drive train and full fenders.
- Cargo capacity for items such as a typical briefcase, book bag, and/or grocery bag weighing up to twenty pounds.
- One size, which will fit users from 4'8" to 6'4" in height with tool-free seat-only adjustment.
- Theft and tamper-resistant (potentially through use of components not compatible with other bicycles and/or requiring tools not commonly available).
- Puncture-resistant tires.
- GPS tracking system integrated into the bicycle to recover missing or stolen bikes, and to interface with website for data monitoring.
- Capacity for sponsorship or advertising that can be easily changed.

#### Preferred

- Light weight (less than 35 pounds).
- Pedal-powered front/rear light system.
- Equipped with secondary lock to enable user to secure bike to any bike rack or post while making a quick stop.
- Compatibility with bicycle racks on regional transit vehicles.
- Kickstand or other device to allow bicycle to be supported upright.

### **5) Helmets (if proposed)**

#### **Required**

- Must meet the CPSC bike helmet standard and ASTM F1492 standard for "multi-impact" helmets.

### **6) Terminal (Kiosk or incorporated into the bicycle)**

#### **Required**

- Clear and prominent instructions at each terminal, including directions indicating who to call in event of problems (to prevent calls to private property owners or local jurisdictions).
- Technology to accept and validate a variety of payment methods (e.g., cash, credit card, pay by phone, membership cards, etc.).
- Limit on the number of subscriptions and walk-up rentals that can be purchased by one user or using one credit card (limit to 2 bikes).
- Ability to report damaged bikes and ensure proper removal/return of the bikes.
- A process for situations in which a user wants to return a bike to a station that is full or rent a bike from a station that is empty.
- Ability to accept walk-up renters with agreement to liability waiver.



### Preferred

- Ability to accept ID cards and Smartcards from businesses, library system, universities and transit agencies.
- Automatic confirmation that subscriber's credit card is valid and has sufficient funds to cover charges if bike not returned (preferably before each bicycle is removed).
- Touch-screen.
- Legibility in all lighting conditions and operational in all normal weather conditions.
- Flexibility to add features and modify terminal as needed.

## **PART 2 SERVICE PLAN (cannot be paid for with \$446,000 secured through NOACA and ODOT)**

### **7) Website**

#### Required

- Mechanism for users to report problems and make suggestions for system improvement.
- Capacity to convey bicycle safety information, laws and/or warnings affecting bicyclists.
- Ability for website to accept and/or allow user to purchase or change their membership.
- Capacity for user to track number of available bikes and open docking points in each terminal via web page and/or smart phone.
- Phone contact information prominent on website.

#### Preferred

- Access to all registration and travel data with regular reports provided to Bike Cleveland, municipality, institution, and/or private landowner, broken down by district.
- Interactive map showing status of bicycles at stations, station locations with optional address and directions, and transit information.
- Ability to collect survey information and customer satisfaction ratings.
- Personalized customer web pages that provide information such as miles traveled, calories burned, etc.

### **8) Mobile Application**

#### Required

- Ability to locate a station on an easy to understand map.
- Ability to determine how many bikes and open spaces are available at station.
- Indicate bike/station distance from mobile device user.
- Ability to show locations local businesses where bike helmets can be purchased, points of interest and bicycle facilities (trails, lanes, designated bike routes).

#### Preferred

- Ability to become a member of the bike share system.
- Ability to reserve a bicycle.

## **9) Customer Service**

### **Required**

- Ability to supply immediate aid to users with mechanical issues and/or injuries.
- Customer service phone number on every bike with durable, weather-resistant labels.
- Customer service 24/7 with over-the-phone interpreters available.

## **10) Operations, Maintenance and Rebalancing**

### **Required**

- Expeditious replacement and/or repair of all items needing such services.
- Development of maintenance standards for the station and components, as well as an audit procedure for these standards.
- Operator assumes all responsibility for costs, repair, and replacement for damages to station, bicycles, and their service vehicles.
- Provision of spare bikes to replace bikes taken out of service for maintenance or bikes which are missing, or stolen.
- Redistribution plan that ensures minimal likelihood that a customer will encounter an empty or full station.
- Comprehensive Operations and Maintenance Manual to be provided to Bike Cleveland, City of Cleveland and Cuyahoga County.

### **Preferred**

- Environmentally friendly vehicles for bicycle redistribution and servicing.
- Dynamic pricing structure and/or other mechanisms to encourage natural system-wide balancing.
- Ability to expand/contract stations to accommodate large crowds at major events.

## **11) Pricing Scheme**

### **Required**

- Provide a detailed explanation of the pricing for both one-time users and memberships (e.g. monthly or annual passes)
- Prices must appear competitive or proportional to local public transit modes

### **Preferred**

- One-time or re-occurring promotions, especially before peak rider periods (e.g. early spring), in order to maximize the number of potential riders
- Possible discounts that incorporate public transit (e.g. first/last mile rides to and from train and bus stops)

## **12) Marketing & PR**

### **Required**

- Marketing and PR program that generates enthusiasm prior to system launch and ongoing elements, with a modern theme.
- Public relations crisis management program to address a fatality or serious injury.

- Monthly report analyzing system operations, including age statistics, origin, and destination data, new subscribers, etc.

#### Preferred

- Partnership with a local PR firm or committed marketing agency to generate significant free and/or paid publicity on local television, radio, print, internet and other outlets.

### **13) Legal**

#### Required

- Compliance with all applicable laws, statutes, regulations and bylaws.
- All stations and bicycles must comply with federal Buy America requirements of the Federal Highway Administration (FHWA).
- The contract must include Form FHWA 1273. The Bidder/Contractor must follow all provisions and requirements of Form FHWA 1273.
- Provide all equipment and services in a manner that is not negligent.
- Provide all equipment and services in a manner that does not impose any liability on Cleveland Bike Share operator.
- Assume all liability for the system.
- Assurance of financial sustainability through term of contract.
- Obtain and retain legally binding waiver/ assumption of risk from all users before use of the system, either when subscribing via the website or as part of on-site registration.
- Execute contract with Cuyahoga County and the City of Cleveland that accepts and acknowledges all risks and holds harmless and indemnifies all municipalities, institutions and/or private landowners from and against all claims (including claims for personal injury, death and damage to property) brought by users or other third parties.
- Provide a performance bond and a labor and material payment and performance bond, each in the penal sum of 100% of the cost of installation, maintenance, operation and removal of the stations as estimated by the Proposer.
- Strictly protect the privacy of all users. Do not sell or transfer credit card and other private information except for the purpose of operating the bike share system.
- A written contract and/or binder incorporating the specifications, proposal documents and policy accepted between the successful proposer(s) and Cuyahoga County shall constitute the final and entire agreement between the two parties. The agreement is subject to approval in accordance with Cuyahoga County's Code.

#### Preferred

- Safety stickers or tips at all stations.
- Waive all claims against Cuyahoga County, Bike Cleveland and the City of Cleveland other than for their breach of contract or willful misconduct.
- Inform users that they are expected to comply with all applicable laws, statutes and regulations, including but not limited to "Revised Code of Ohio."

### **12) Insurance**

## Required

The following items are all mandatory requirements of Cuyahoga County.

(a) **Worker's Compensation Insurance** as required by statutory law. Such insurance requirement may be met by either purchasing coverage from the applicable State Insurance Fund or by maintaining Qualified Self-Insured status as granted by the applicable State's Bureau of Workers Compensation (BWC).

(b) **Employers' Liability Insurance** with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;  
\$1,000,000 each employee for bodily injury by disease;  
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(c) **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;  
\$1,000,000 personal & advertising injury;  
\$2,000,000 general aggregate;  
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(d) **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

## Insurance Coverage Terms and Conditions

1. The insurance policies of the vendor required for this project, with the exception of the Professional Liability Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

(i) Thirty (30) days prior notice of cancellation or material change;

Attachment A:

Cleveland Bike Share Feasibility Study





# Cleveland Bike Share Feasibility Study

September 2013



**CITY OF CLEVELAND**  
Mayor Frank G. Jackson



**SUSTAINABLE CLEVELAND 2019**

TOGETHER, WE'RE BUILDING A THRIVING  
GREEN CITY ON A BLUE LAKE



## Contents

Executive Summary.....	1
Introduction.....	3
Purpose of the Study.....	3
Background.....	4
What is Bike Share?.....	4
Characteristics of Bike Share: .....	4
History of Bike Share.....	4
Benefits of Bike Share.....	5
Comparable Cities .....	8
Cincinnati: .....	10
Columbus:.....	10
Pittsburgh .....	11
Existing Conditions .....	12
Geography, Climate and Land Use.....	12
Demographics and Employment.....	13
Population Density.....	13
Demographics.....	14
Employment.....	15
Mixed Use Population and Employment Density .....	16
Bicycle Infrastructure .....	17
Tourism .....	18
Neighborhood Connections.....	19
Public Transit.....	19
Plans, Regulations and Existing Organizational Capacity .....	21
Plans.....	21
Connecting Cleveland 2020 Citywide Plan.....	21
Transit 2025: The Long Range Plan of the Greater Cleveland Regional Transit Authority .....	21
Cleveland Bikeway Master Plan.....	21
Cleveland Downtown Lakefront Plan .....	22
Policy and City Ordinances .....	22



Cleveland Complete and Green Streets Ordinance (Ordinance No. 798-11) .....	22
City of Cleveland Zoning Code – Bicycle Parking (2008) (Section 457.10).....	22
Regulations and Permitting .....	23
Encroachment Permit .....	23
Cleveland City Code Chapter 473 – Bicycles and Motorcycles .....	23
Existing Organizational Capacity .....	24
<b>Public Input and Stakeholder Engagement</b> .....	25
Public Input .....	25
Community Workshop .....	25
On-line Bike Share Survey .....	26
Interactive Web-Based Mapping Tool.....	28
Stakeholder Engagement.....	30
<b>Evaluating Demand, System Size and Funding Sources</b> .....	32
Demand Analysis .....	32
Indicators .....	32
Demand Estimates .....	33
Recommended System Service Area and Size .....	33
Bike Share Market Recommendations.....	33
Service Boundary and Station Density.....	36
Key Demographics of the Bike Share Service Area .....	37
Market Analysis Community Suggested Station Locations .....	39
Potential Funding Sources .....	41
Public Sources:.....	41
Private Sources:.....	41
<b>Feasibility Recommendation</b> .....	43
<b>Appendices</b> .....	44
Appendix 1 – Methodology of Study.....	44
Appendix 2 – List of Stakeholders Interviewed.....	45
Appendix 3 –Summary of Public Engagement Meeting Station Suggestions .....	46
Appendix 4 – Online Survey and Summary of Results .....	47



## Executive Summary

Across the U.S., cities are embracing an innovative approach to urban mobility which combines the flexibility of a bicycle with the accessibility of public transportation. Bike share is ideal for short distance point-to-point trips providing subscribers access to bicycles at any self-serve bike station to use and return to any bike station within the system's service area. Bike-sharing implementation in urban areas has been seen to positively affect how residents, employees, and visitors experience a city. Bike-transit systems allow for more people to access cycling for short trips, replace vehicle use, cycle for fitness and recreation, and for tourists and residents alike to explore a city.

Bicycling in Cleveland has been on the rise – the most recent Census numbers indicated an increase of 280% from 2000 to 2010 in the number of people commuting to work by bicycle. Because of the region's growing bicycle culture, continued investment in downtown Cleveland, and the City's commitment to becoming a bicycle friendly community, the Mayor's Office of Sustainability is exploring the feasibility of implementing a bike share system in Cleveland.



Figure 1 - Boulder B-cycle

Cleveland exhibits many of the characteristics that are conducive to establishing a bike share program. Those include:

- A **supportive policy environment** that has activated significant growth in bicycling and the amount of bike facilities.
- A **high population and employment** dual core area offering a mixed market of residents, employees, students, and visitors as well as nodes of activity at key destinations linking these two markets.
- A substantial, **well-supported tourism industry** with internationally-renowned visitor attractions, museums, events, parks and trails.
- A very **engaged group of potential supporters** including major corporations, local businesses, an extensive health and medical community, a number of large employers, colleges and other institutions with the potential for sponsorship or large membership boosts.
- Very **flat and uniform geographic conditions** that are conducive for bicycling.

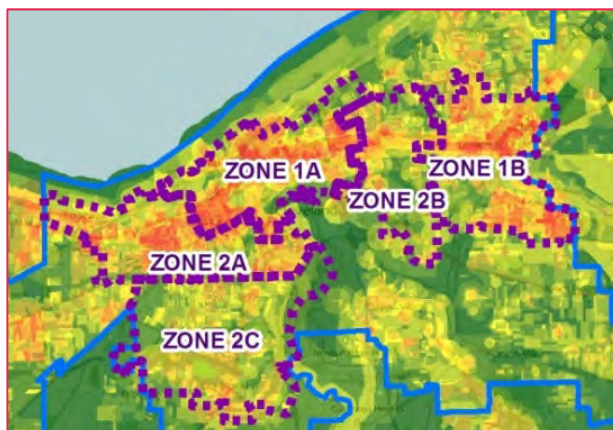


Figure 2 - Proposed Phasing

Although Cleveland exhibits a variety of conducive characteristics for bike share, there are also some challenges. While its bicycle infrastructure continues to grow, there are still some connectivity issues that would be best mitigated by providing a more robust network of comfortable bike routes within neighborhoods and improving connectivity between them. Additionally, the City could promote opportunities for linking transit trips with potential bike share trips.



Based on a complete analysis of land use, population data, stakeholder engagement and public input, the City could support a system of between 770 and 1,400 bikes and between 77 and 140 stations in 5 defined market areas. The proposed system would have a dual core situated in Downtown and University Circle and expand into Midtown, Ohio City and Tremont. These locations offer the highest potential demand for bike sharing.

A general business model for the bike share system should be adopted to include some combination of public and non-profit ownership, administration and operation of the system. The largest obstacle is finding and/or creating organizational capacity and leadership to take on the responsibility of procuring and managing the system. It is therefore recommended that the City continue engagement with local stakeholders including the RTA to possibly partnering on implementing the bike share program. Depending on this interest, the City could then issue an RFP for operating the system or an RFI to register their interest to own, administer, and operate the system.



## Introduction

### Purpose of the Study

This Feasibility Study assesses the readiness of the City of Cleveland for a bike sharing program – WHETHER a bike sharing program can be successful in Cleveland and WHAT, if any, actions should be taken to enhance the City’s readiness and likelihood for a successful program. To evaluate the feasibility of a bike share program in Cleveland, we evaluate the following factors both specific to Cleveland and, when applicable, in relation to comparable cities that have implemented or are implementing bike share programs:

#### Existing Conditions Evaluation

- Geography and Climate
- Demographics
- Bicycle Infrastructure
- Public Transit
- Policies and Plans

#### Public and Stakeholder Engagement

- Public Input
- Stakeholder Engagement

#### Potential System Demand, Size and Funding

- Demand Analysis
- Potential Service Area
- Potential Funding Sources



Figure 3 - Nice Ride MN

For each of these factors, we identify opportunities and challenges, and if applicable, recommend steps that should be taken to address the challenges. Following the recommendations for each section, we make an overall evaluation of the feasibility of bike share in Cleveland.

To guide this analysis the consultant team was advised by the Bike Share Task Force comprised of key community stakeholders from both public agencies, non-profits and the private sector. The task force provided key direction and input to the study process and helped with the broader engagement process in both identifying key stakeholder audiences and promoting the public engagement opportunities to their constituencies.

The Bike Share Task Force had representatives from the following organizations:

- |                                    |                                |
|------------------------------------|--------------------------------|
| • Mayor’s Office of Sustainability | • Midtown Cleveland            |
| • Cleveland City Planning          | • Ohio City Inc.               |
| • GreenCityBlueLake Institute      | • Downtown Cleveland           |
| • Bike Cleveland                   | • Alliance/Cleveland Bike Rack |
| • Greater Cleveland Regional       | • Northeast Ohio Areawide      |
| Transit Authority                  | Coordinating Agency            |
| • Cleveland City Planning          | • Cuyahoga County              |
| Commission                         | • University Circle Inc.       |
| • Positively Cleveland             |                                |

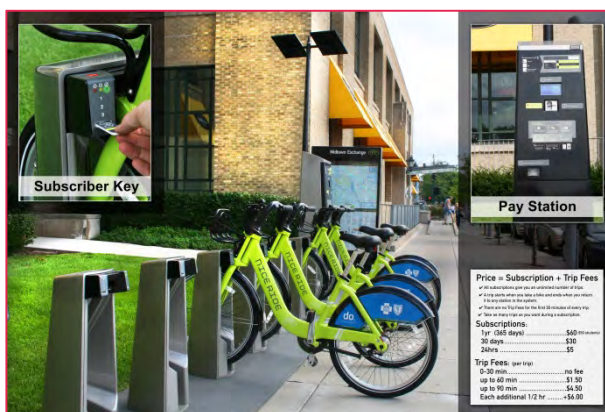


## Background

### What is Bike Share?

Bike sharing is an innovative transportation program, whereby system subscribers have access to bicycles through self-service kiosk locations around the community. The system is accessed through low-cost subscriptions ranging from a few dollars for one-day to annual memberships that generally cost less than a bicycle tune-up. See Table 1 for more details.

Bike share is ideal for short distance point-to-point trips, providing subscribers access to bicycles at any self-serve bike station to use and return to any bike station within the system's service area. Most existing systems allow subscribers to make as many trips as often as they like without additional charge, provided they return the bicycles to a system station within 30 to 60 minutes. Operators generally begin to charge gradually increasing fees after this free period to discourage users from holding onto the bicycles when they are not being used, encouraging turnover and ensuring that bicycles are readily available for other system subscribers. In cities across the U.S., bike sharing systems have proven very popular and successful by giving residents and visitors alike a fast, affordable, easy-to-use transportation option that can make getting around town fun.



### Characteristics of Bike Share:

- It is oriented to short-term, point-to-point use: most U.S. operators record the average ride at 15 to 20 minutes and between one-to-three miles long.<sup>1</sup>
- The bicycle can be returned to any number of self-serve bike sharing stations, including the original check out location.
- Generally, the bicycles are one style and easy to operate with simple components and adjustable seats.
- The rental transaction is fully automated and there is no need for on-site staff.

### History of Bike Share

The history of bike share implementation can be traced through three generations:

1. **Free Bike Programs:** The free bikes generation started in the 1960s in Amsterdam with the implementation of the White Bikes program which offered distinctly colored, free unlocked bicycles throughout the city. Unfortunately, due to a variety of issues, including theft and damages to the bicycles, the program failed soon after its launch.
2. **Coin Deposit Systems:** Coin deposit systems started in the 1970-80's and offered bikes for hire throughout designated docking stations containing coin slots and small deposit boxes which reimbursed the coins when the bicycles were returned. Although the deposit boxes increased the chances for success of the programs, they were still vulnerable to theft and vandalism due to their lack of user accountability and low deposits (which did not guarantee that the bikes would be returned).

<sup>1</sup> Bike Sharing in the United States: State of the Practice and Guide to Implementation. Federal Highway Administration. United States Department of Transportation. September 2012.





3. **Automated self-serve kiosks:** The third generation of bike share programs use automated self-service kiosks at every station. These systems require a higher level of accountability from the user (typically requiring a credit card) as well as robust bicycle re-distribution programs that respond to user patterns and demand. Furthermore, third generation systems have included physically distinct bicycles, advanced radio frequency identification



Figure 5 - SmartCard technology used by Denver B-cycle

(RFID) technology (i.e. Smartcards, magnetic fobs, etc.) and specialized wireless technology that give users the ability to check out a bike whenever and wherever they find a stocked bike station. Some of the current third generation systems now include GPS technology which allows the tracking of real time ridership patterns providing useful data for planning and redistribution purposes

## Benefits of Bike Share

Bike sharing systems have evolved as a means to make bicycle travel in urban areas available to a wider range of people. A bike sharing service makes both spontaneous and planned urban trips possible by bike and can be an ideal complement to transit trips as it provides first mile and last mile connections. This section provides a short summary of some of the economic, transportation/mobility, environmental, and health benefits of bike sharing:

### Economic Benefits

Bike sharing is a relatively inexpensive and quick-to-implement urban transportation option compared to other transportation modes. In cities with existing bike sharing programs, the relative costs of launching and implementing a bike share system have been considerably less than investments in other modes.<sup>5</sup> For users, bike sharing has been known to reduce the personal cost of urban transportation.<sup>6</sup> Jurisdictions have also benefited from the flexibility of bicycle sharing programs as they can be installed and open for business in months rather than years.<sup>7</sup>

Item	Capital Cost
One lane-mile of urban highway	\$2.4 million to \$6.9 million <sup>2</sup>
One transit bus	\$371,000 to 533,00 <sup>3</sup>
Entire Capital Bikeshare system	\$6.2 million <sup>4</sup>

<sup>2</sup> Rails To trails – Cost of constructing one mile of highway. Retrieved from <http://www.railstotrails.org/resources/documents/whatwedo/policy/07-29-2008%20Generic%20Response%20to%20Cost%20per%20Lane%20Mile%20for%20widening%20and%20new%20construction.pdf> on August 21, 2013.

<sup>3</sup> Transit Bus Life Cycle Cost and Year 2007 Emissions Estimation Federal Transit Administration. U.S. Department Of Transportation. Retrieved from [http://www.fta.dot.gov/documents/WVU\\_FTA\\_LCC\\_Final\\_Report\\_07-23-2007.pdf](http://www.fta.dot.gov/documents/WVU_FTA_LCC_Final_Report_07-23-2007.pdf) on August 21, 2013.

<sup>4</sup> Interview with Jim Sebastian. Bicycle Planning Director. District Department of Transportation

<sup>5</sup> Hernandez, Mauricio. Multimodal debate – Cost comparison of implementing a bike sharing program vs. a bus rapid transit system. University of Maryland. December 2011.

<sup>6</sup> Capital Bikeshare commuters share why they ride – and its drawbacks. Retrieved from [http://www.washingtonpost.com/local/capital-bikeshare-commuters-share-why-they-ride--and-its-drawbacks/2012/01/26/gIQAQzdGjQ\\_story.html](http://www.washingtonpost.com/local/capital-bikeshare-commuters-share-why-they-ride--and-its-drawbacks/2012/01/26/gIQAQzdGjQ_story.html). Washington Post online. March 2013.

<sup>7</sup> Bike Sharing in the United States: State of the Practice and Guide to Implementation. Federal Highway Administration. United States Department of Transportation. September 2012.



Previous research on funding for bike sharing programs has indicated that U.S. jurisdictions have allocated only a small part of their local funds to use in bike sharing implementation. To date, a high proportion of the total funding allocated for existing programs has come through State and Federal grants, reducing the local contributions to a minimum. Additional forms of funding have included private donations, corporate sponsorships, and user revenues.

Existing U.S. bike share programs have also had a very positive “farebox recovery” (i.e. costs vs revenues), and rely less on local subsidies and funding, when compared to other modes of transportation like bus and rail. For example Boulder, CO, a city that has implemented a small system (23 bike share stations) recovers 30 to 40 percent of programming costs from farebox revenues.<sup>8</sup> Farebox recovery for Capital Bikeshare in the Washington D.C. area is around 90%.<sup>9</sup> In

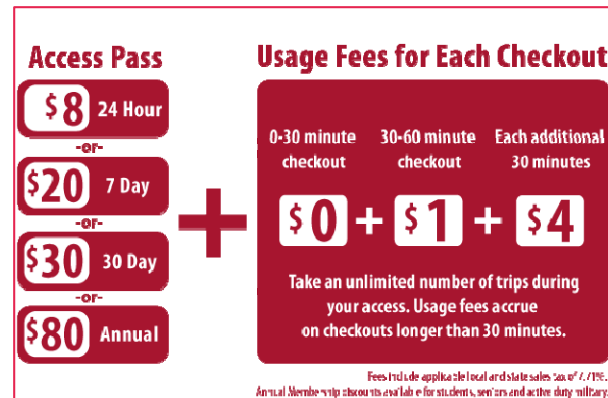


Figure 6 - Existing use costs for Denver Bicycle

those jurisdictions where cost recovery is not as high, jurisdictions have leveraged their partnerships and sponsorship agreements with various organizations to maintain an optimum level of service.

The cost for utilizing bike share can be very low and usually only includes the membership fee (typically between \$50 and \$100 per year), and ridership fees which may be free if the user utilizes the bicycle within the free period. This compares to the annual costs of running and maintaining a car which are around \$7,000 – \$10,000.<sup>10</sup>

The implementation of a bike share program also has the potential to bring economic development and increased economic activity to cities.<sup>11</sup> Recent studies indicated that there has been increased economic activity associated with Nice Ride bike sharing stations in Minneapolis and increased accessibility to business transactions. Positive attitudes towards bike sharing by local businesses have also been observed, as there has been an increase of economic activity in businesses located in close proximity to bike sharing stations.<sup>12</sup> This same phenomenon has been present in Miami Beach, where around 80% of Deco Bike users were more likely to patronize a business with a bike share station close-by.<sup>13</sup>

<sup>8</sup> Boulder B-cycle 2012 Annual Report. Accessed from <http://boulder.bcycle.com/LinkClick.aspx?fileticket=ul-DEJmj3PM%3D&tabid=1104> on September 1st, 2013. Boulder B-cycle I-990 Form. Accessed from <http://boulder.bcycle.com/LinkClick.aspx?fileticket=gL70rY-ZwcY%3D&tabid=1104> on September 1st, 2013.

<sup>9</sup> Capital Bikeshare Nearly Operationally Profitable. Accessed from <http://dc.streetsblog.org/2012/04/20/capital-bikeshare-nearly-operationally-profitable/> on August 22, 2013.

<sup>10</sup> What that car really costs to own. Knowing a vehicle’s cost over time can save you thousands in the long haul <http://www.consumerreports.org/cro/2012/12/what-that-car-really-costs-to-own/index.htm>

<sup>11</sup> Capital Bikeshare becoming an economic development tool. Accessed from [http://washingtonexaminer.com/capital-bikeshare-becoming-an-economic-development-tool/article/2531458?custom\\_click=rss](http://washingtonexaminer.com/capital-bikeshare-becoming-an-economic-development-tool/article/2531458?custom_click=rss) on June 10, 2013.

<sup>12</sup> Schoner, Jessica E.; Harrison, Andrew; Wang, Xize; Lindsey, Greg. Sharing to Grow: Economic Activity Associated with Nice Ride Bike Share Stations. Technical Report 7 September 2012

<sup>13</sup> Colby Reese. Deco Bike president. ProWalk ProBike 2012 presentation.





## Transportation / Mobility Benefits

Bike share is one of the most affordable public transport options. Cities with existing programs have reported increases in transit users, which may be a result of the additional mobility option for last mile connections provided by bike share. Bike share has also improved connectivity to different parts of cities where transit did not reach (64% of Capital Bikeshare survey respondents reported that they would not have otherwise made the trip if bike share was not available).<sup>14</sup>

In cities with existing programs, bike sharing systems have also created increased demand for bicycling<sup>15</sup> while helping decrease the number of personal vehicle trips.<sup>16</sup> Bike share can also help introduce people to cycling as a mode of transportation and to people who don't usually ride. In Minneapolis approximately one-third of system users cycled less than once per month before signing up with Nice Ride.<sup>17</sup>

## Health Benefits

Bike share provides additional active transportation options in a city. In recent years, an increased number of American children and adults are sedentary and obese. It is well documented that engaging in light to moderate physical activity reduces the risk heart disease, stroke, and other chronic and life-threatening illnesses. Physical activity can also improve mental health and even lower health care costs.<sup>18</sup> Throughout many existing programs in the U.S. including Nice Ride MN, B-cycle Kansas City, San Antonio B-cycle and Denver B-Cycle, health care related businesses have become major sponsors in response to perceived health benefits.

Initiatives like Healthy Cleveland, that have promoted mobility and exercise initiatives and programs that target changes in behavioral health, could be a great conduit for implementing a bike sharing program in the City of Cleveland.

## Environmental Benefits

Bike share programs have minimal impacts on the environment. As many bike share stations are solar powered, bike sharing offers a transportation alternative that is virtually carbon neutral. Additionally, cities with bike share programs have experienced a mode shift from single occupancy vehicles for personal trips, therefore decreasing CO2 emissions. For example Denver B-cycle reported helping avoid 729,783 lbs of CO2 in 2011<sup>19</sup>.



Figure 7 - Redistribution Vehicle in San Antonio B-cycle

<sup>14</sup> 2011 Capital Bikeshare Customer Survey. Retrieved from <http://capitalbikeshare.com/assets/pdf/Capital%20Bikeshare-SurveyReport-Final.pdf> on April 28, 2013.

<sup>15</sup> Montgomery County Parking Credits for Bikeshare

<sup>16</sup> DeMaio, Paul. Bike-sharing: History, Impacts, Models of Provision, and Future. Retrieved from <http://nctr.usf.edu/jpt/pdf/JPT12-4DeMaio.pdf> on April 30, 2013.

<sup>17</sup> 2010 Nice Ride MN Member Survey. Retrieved from [https://www.niceridemn.org/news/2010/11/09/26/2010\\_season\\_comes\\_to\\_a\\_close\\_with\\_over\\_100000\\_rides](https://www.niceridemn.org/news/2010/11/09/26/2010_season_comes_to_a_close_with_over_100000_rides) on April 30, 2013.

<sup>18</sup> Health benefits of Bicycling. Pedestrian and Bicycle Information Center. Accessed from [http://www.bicyclinginfo.org/why/benefits\\_health.cfm](http://www.bicyclinginfo.org/why/benefits_health.cfm) on April 30, 2013.

<sup>19</sup> 2011 Annual Report. Bcycle Denver. Retrieved from [http://www.denverbikesharing.org/files/DBS\\_2011\\_Annual\\_Report.pdf](http://www.denverbikesharing.org/files/DBS_2011_Annual_Report.pdf) on May 1st, 2013



When redistribution of bicycles is required, various cities have used cargo bikes or electric vehicles to move bicycles from station to station. See Figure 7 for reference.

### Safety Benefits

Although there is only a relatively short period of crash data available, most existing U.S. bike share programs have reported very low crash rates when compared to crashes among bicyclists riding their personal bikes.<sup>20</sup> For example, as of March 2012, the largest systems in the U.S. (i.e. Capital Bikeshare, Nice Ride and Deco Bike) reported only 16 crashes in total with no fatalities or major incidents. When compared to the number of rides by the three systems in the same period (around 2.5 million) the crash rate is lower than 0.05 %, which does not account for the actual injury rate, which is even lower. While there is not documented research to explain the low crash rates, there are a number of aspects related to bike sharing that may be contributing to safety, including:

- Heavier bicycles with more robust tires and limited gearing encourage slower bicycling speed.
- Durable and well maintained braking systems, which make stopping easy and efficient.
- Integrated automatic light systems.
- A possible “safety in numbers” effect as the high conspicuity and prevalence of bike share bicycles and kiosks increases the awareness of bicyclists among drivers.
- Design of the bicycle which comes with low step over height, making it easier for the user to regain their balance quickly.
- Regular bicycle inspections and routine maintenance of the system fleet.

### Comparable Cities

Most of the major North American bike share systems started around 2010. Five peer systems were identified from among active systems based on similarities in both geographic size and program scale. The peer systems selected to profile for the updated system recommendations were:<sup>21</sup>

- Capital Bikeshare - Washington, DC and Arlington, VA (1,600 bikes/191 stations).
- NiceRide Minnesota - Minneapolis, MN (1,300 bikes/145 stations).
- Hubway - Boston, MA (1,000 bikes/105 stations).
- Denver Bikesharing - Denver, CO (530 bikes/53 stations).
- Chattanooga Bicycle Transit System - Chattanooga, TN (300 bikes/30 stations).

These programs were selected to highlight different operational and ownership models, as well as to offer highlights from different experiences in different market sizes. The following is a matrix profiling a few comparable jurisdictions with existing programs:

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<sup>20</sup> Bike Sharing in the United States: State of the Practice and Guide to Implementation. Federal Highway Administration. United States Department of Transportation. September 2012.

<sup>21</sup> Figures presented correspond to the most updated program numbers as of Spring 2013.



	LARGE SCALE SYSTEMS		MEDIUM-SCALE SYSTEMS		SMALL SCALE
	DC/Arlington	Minneapolis	Boston	Denver	Chattanooga
System Name	Capital Bikeshare	Nice Ride	Hubway	Denver B-Cycle	Bike Chattanooga
Web Address	capitalbikeshare.com	niceridemn.org	thehubway.com	denver.bcycle.com	bikechattanooga.com
Start Date	20-Sep-10	10-Jun-10	28-Jul-11	22-Apr-10	23-Jul-12
Number of Bikes	1,408	1,328	700	550	250
Number of Stations	140	146	80	53	31
Bikes per station	10.1	9.1	8.8	10.4	8.1
Service Area (Sq. Mi.)	42.3	34.3	21.9	12.6	2
Station Density	3.3	4.3	3.7	4.2	15.2
Functional Service area (Sq. Mi.)	59.3	69.7	21.9	24.3	2
Functional Station Density	2.4	2.1	3.7	2.2	15.2
Core Operating Area <sup>22</sup> (Sq. Mi.)	4.1	2.5	2.3	8.9	2
Core Operating Stations	32	25	17	42	31
Core Station Density	7.9	9.8	7.4	4.7	15.2
Casual Membership	134,495	54,000	61,181	4,100	5,054
Annual Membership	17,048	3,500	6,133	2,750	566
Annual Subscriber Trips	1,676,811	170,197	349,960	131,176	8,754
Annual Casual Trips	372,765	103,850	159,671	75,798	8,555
Total Annual Trips	2,049,576	274,047	509,631	206,974	17,309
Annual Trips per Bike	1,456	206	728	376	69
Annual Trips per member (casual)	2.8	1.9	2.6	18.5	1.7
Annual Trips per member (annual)	98.4	48.6	57.1	47.7	15.5
Average Trips per Day	5,615	1,263	2,123	745	47
Average Trips per Bike per Day	4	1	3	1.4	0.2
Farebox Recovery	97%	39%	88%	54%	15%
Membership					
Annual Membership	\$75.00	\$60.00	\$85.00	\$65.00	\$75.00
30 Day Membership	\$25.00	\$30.00		\$30.00	-
Weekly Membership				\$20.00	-
3 Day Membership	\$15.00		\$12.00		-
Daily Casual	\$7.00	\$5.00	\$5.00	\$6.00	\$6.00
First Half-Hour	\$0.00	\$0.00	\$0.00	\$0.00	\$5.00
Second Half-Hour	\$1.50	\$1.50	\$1.50	\$1.00	\$10.00
Third Half-Hour	\$4.50	\$4.50	\$4.50	\$4.00	\$15.00
Reported Bike Share Thefts	9	0	0	7	0
Reported Bike Share Crash	14	2	0	1	0
Operating Practices	Year-Round	Seasonal	Seasonal	Seasonal	Year-Round
	24 hrs. a day	(Closed Nov-Mar)	(Closed Dec-Mar)	(Closed Dec-Mar)	24 hrs. a day
	24 hrs. a day	24 hrs. a day	24hrs a day	5 am - Midnight	24 hrs. a day
Days Operating 2012	365	217	240	278	365
Average Summer Temp	78° F	72° F	72° F	69° F	80° F
Average Winter Temp	38° F	19° F	32° F	32° F	41° F
Average Monthly Precipitation Summer (inches)	3.48	4.2	3.49	1.91	4.91
Average Monthly Precipitation Winter (onches)	2.86	0.96	3.51	0.73	4.9
Equipment ownership	Jurisdiction owned	Non-profit owned	Jurisdiction owned	Non-profit owned	Jurisdiction owned
Business Model	Municipally Owned/Managed	Non-Profit	Municipally owned with Advertising and Sponsorship Concession with profit sharing	Non-Profit	Municipally Owned/Managed

Table 1 - Existing Program Profiles<sup>23</sup>

<sup>22</sup> Core operating area is calculated based on measurement of the number of stations in the downtown or "heart" of the system based on system distribution overall.

<sup>23</sup> Figures as of Spring 2013



In addition, Cleveland should be aware of other bike share initiatives in other cities in Ohio, as detailed below:

Cincinnati:

To improve transportation connections and address needs for increased bicycle infrastructure in the Cincinnati Bicycle Transportation Plan of 2010, the City conducted a study looking into the feasibility of a bike share program in 2011. The study found a program to be feasible, and the City proposed a phased approach with an initial 21 station/210 bike/360 dock deployment for downtown Cincinnati. Additionally a Phase 2 was proposed for Uptown Cincinnati that would include an additional 14 stations/140 bikes/240 docks.

For the purposes of funding the program, Cincinnati has looked into allowing advertising on bike sharing stations. However local regulations limit the amount and type of advertising kiosks, as well as the location where they can be deployed. Advertising on the bicycles is allowed as they are mobile, however, further discussions are being held in order to identify other issues. To date, the State of Ohio has not provided any funding to bike share development or implementation.

The nonprofit organization Cincy Bike Share Inc. was created to oversee the program and a subcontractor has been chosen to perform the tasks related to station site selection, obtaining permits, procuring the equipment, installing the stations, marketing the program and managing operations. The intention is to open the program by Spring 2014.

Columbus:

Initial discussion regarding implementing a bike share program began officially in 2011 because of a strong interest from the Mayor's Office to make Columbus one of the top cities for expansive, safe bike infrastructure. In 2012, a brief feasibility study was conducted and recommended a 30 station/300 bike system initially, with potential for expansion to 60 stations/600 bikes. Later that year, the Department of Parks and Recreation put together the first draft map of potential bike share locations.

The bike share system is funded 100% by the City of Columbus. The Central Ohio Transit Agency (COTA) has been supportive of the planning and implementation of the program. The City continues to look for a key sponsor in the high, medium, and low ranges. Overall, public institutions have been very supportive of the development of bike share.

CoGo, Columbus' bike share system opened to the public in July 2013 with 28 stations and around 300 bicycles. The City has planned to keep some stations operational year-round, while others will have bikes removed during winter months.

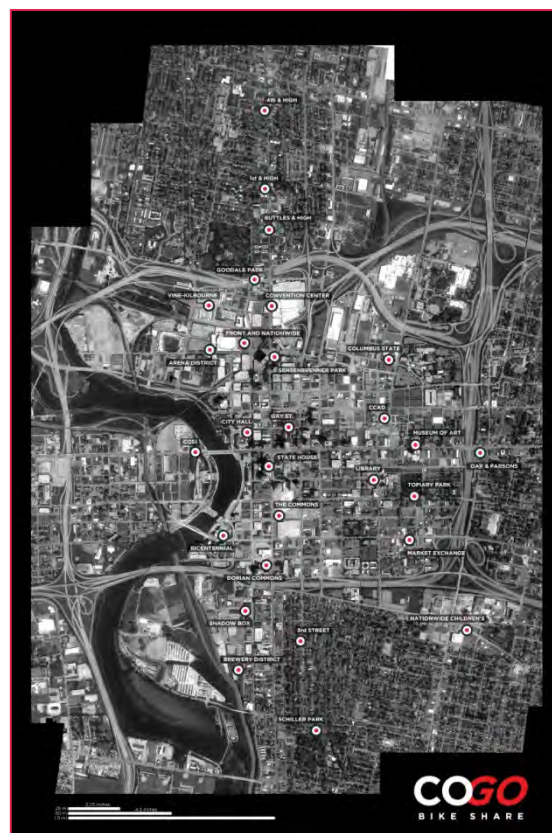


Figure 8 - CoGo Columbus Bikeshare Map



## Pittsburgh

To complement the existing transit infrastructure and complete short and frequent trips between transit stations located throughout the East, North and South sides of the city, the City of Pittsburgh embarked on a bike share feasibility study in Fall of 2011. The study conducted by Heinz College found that a program of 15-40 bike share stations was feasible for the city. This study was further refined in 2012 when the city contracted a new study which found the city could sustain a program of 40 bike share stations.

The city created the Pittsburgh Bike Share Partnership (PBSP), a nonprofit organization from an alliance of the City of Pittsburgh, Walnut Capital Management, and BikePGH to administer the program. Together with a private vendor, the City is planning to launch a 50 station/500 bike network in Pittsburgh in Summer 2014. The system will be funded through public and private sources, as well as the revenue generated from membership and usage fees.



## Existing Conditions

The first stage of assessing the feasibility of a bike share system is evaluating current conditions in Cleveland.

### Geography, Climate and Land Use



Figure 9 - Cleveland from Lakefront

Cleveland is situated on a series of irregular bluffs cut principally by the Cuyahoga River, Big Creek, and Euclid Creek that make bicycling and pedestrian connectivity challenging in parts of the City.

The city has a total combined water and land area of around 83 square miles (78 sq. mi. of land and 5 sq. mi. of water), and lies on the southern shore of Lake Erie. The shore of Lake Erie is around 500 feet above sea level and most of the city is only 600 feet above sea level

making the flat conditions ideal for bicycling.

Separation caused by the Cuyahoga River between Downtown and western neighborhoods like Ohio City, could have some impact on system usage.

Cleveland exhibits the typical climate of the Great Lakes region: summers tend to be hot and humid, while winters are cold and snowy. The City's weather is directly affected by its proximity to Lake Erie and its lake effect snow that is typical especially on the East Side of the City.

Demand for a bike share program will be impacted by extreme temperatures (both hot and cold). Weather conditions are such that winter operations could be considered, but the final decision should be left to an operator who may respond how they would address snow removal and operations during inclement weather.

#### *Challenges:*

- Rivers, highways, and railroads cause some disconnection between neighborhoods.
- Cold temperatures and heavy snowfall could pose a barrier to year-round operation of the program.

#### *Opportunities:*

- Increased redevelopment throughout the City – with an increased focus on mixed use development and more walkable and bikeable streets.
- Increased density and mixture of land uses – especially throughout Downtown, Ohio City and University Circle which provide the highest density of jobs and housing, mix of land uses, increased entertainment and retail districts, increased tourist accommodations, and significant transportation hubs serving transit.
- Well-connected and relatively grid-like streets.
- Generally flat topography.

#### *Conclusions / Recommendations:*

There are no geographic or climatic challenges greater than other cities that have successfully implemented bike share. The flatness and mix of land uses makes Cleveland's geography a good setting for bike share.





## Demographics and Employment

Bike share demand is primarily influenced by the density and mix of land uses. The city of Cleveland has numerous neighborhoods where the mix and proximity of population and employment are ideally suited for short bike sharing trips. Downtown, University Circle, Ohio City and Midtown are neighborhoods with above average density and a solid mix of housing and jobs.

### Population Density

Located in northeastern Ohio, Cleveland is the second largest city in the state with a population of nearly 400,000 people and around 78 square miles. For comparison, the city of Columbus, Ohio has a population just under 800,000 and opened its 30 station and 300 bikes bike sharing system in July of 2013.

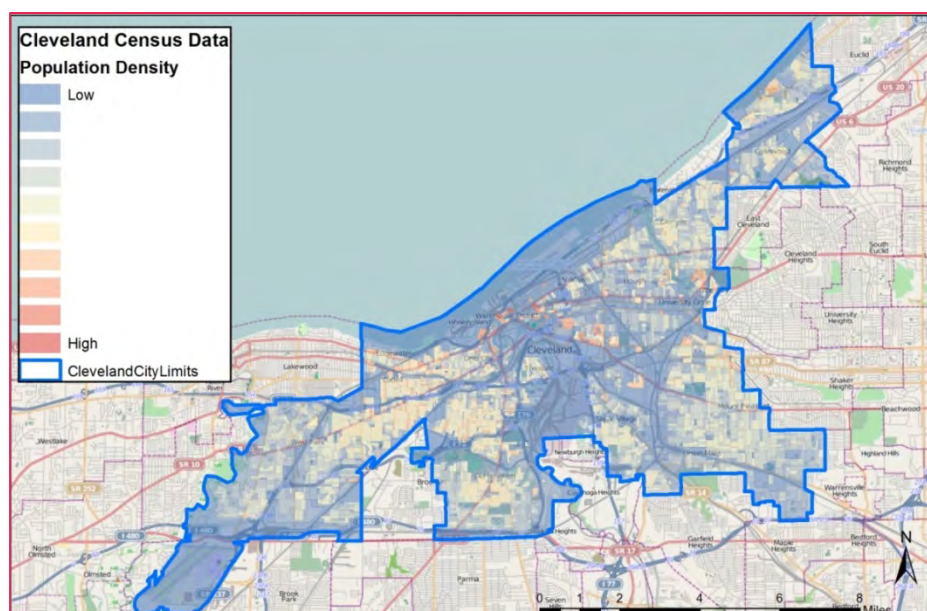
Cleveland's city-wide population density is approximately 4,800 persons per square mile, which is comparable to other medium size cities with existing programs (see Table 2).

	Area	Population 2011	Density (persons/sq. mi.)
Boston	89.6	625,087	6,976
Cleveland	82.4	396,815	4,816
Columbus	223.1	797,434	3,574
DC	68.3	632,323	9,258
Denver	154.9	619,968	4,002
Minneapolis	54.9	382,578	7,019

Table 2 - Peer Cities Comparison Table

Some of the most densely populated neighborhoods in Cleveland include Ohio City, Detroit Shoreway, Clark-Fulton and Tremont on the West side, and Central, Glenville and University Circle on the East side. Downtown is less densely populated than these neighborhoods, and is home to approximately 15,000 people.<sup>24</sup> Figure 10 shows the population density in Cleveland.

Figure 10 – Cleveland Population Density



<sup>24</sup> 2010 US Census.



## Demographics

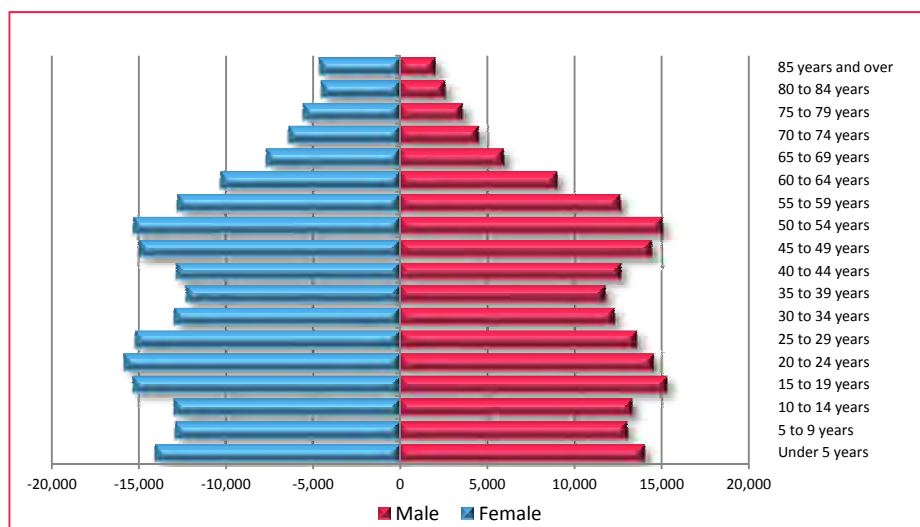


Figure 11 - City of Cleveland Age Distribution (2010 Census)

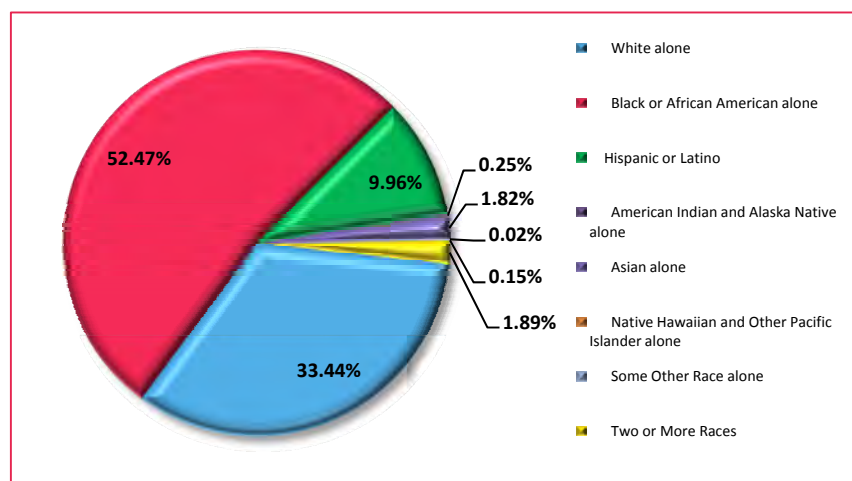
The median age in Cleveland is 35 years of age, according to Census figures. The median household income is around \$38,000, which is lower than the average for other Ohio cities. However, the city continues to attract younger urban professionals which often become early adopters for a bike share program. Targeting

initial bike share system deployment in areas with

universities, colleges, and concentrations of young urban professionals, will help maximize potential ridership and early success of a bike share program.

The distribution between men (47 percent) and women (53 percent) is comparable to other Midwest cities like Columbus (49 percent men vs. 51 percent women) and Chicago (48% men vs 52% women) that have existing bike share programs. The majority of customers in cities with existing programs tend to be male. In the Capital Bikeshare 2013 Member Survey Report<sup>25</sup>, 57% of survey respondents were male, which compares to 62% of Nice Ride customers.<sup>26</sup> This distribution represents an opportunity for any potential program to be more representative of the City's population.

Figure 12 - City of Cleveland Demographic Composition



The demographic composition of the City of Cleveland compares to other post-industrial Midwest cities. The three largest demographic groups in the City include African Americans (52.47%), White (33.44%) and Hispanic or Latino (9.96%). This is similar to the demographic composition of Washington DC when Capital Bikeshare opened in 2010. It is important to note that non-white populations have tended to be underrepresented in existing programs. The city should consider outreach programs to help it market any potential program to different populations within the City.

<sup>25</sup>Capital Bikeshare 2013 Member Survey Report . Accessed from <http://capitalbikeshare.com/assets/pdf/CABI-2013SurveyReport.pdf> on June 4, 2013.

<sup>26</sup> Nice Ride Minnesota: Three-Month Update. Accessed from [https://www.niceridemn.org/news/2010/09/15/21/3\\_month\\_update](https://www.niceridemn.org/news/2010/09/15/21/3_month_update) on April 2, 2013.





## Employment

Northeast Ohio is the 12th largest region in the U.S. with more than 4.1 million residents and a \$140 billion economy<sup>27</sup>. Cleveland is the employment hub of the Northeast region of the state with almost 200,000 jobs.<sup>28</sup> In 2012, the largest employer in Cleveland was the Cleveland Clinic Health System with over 39,000 jobs.

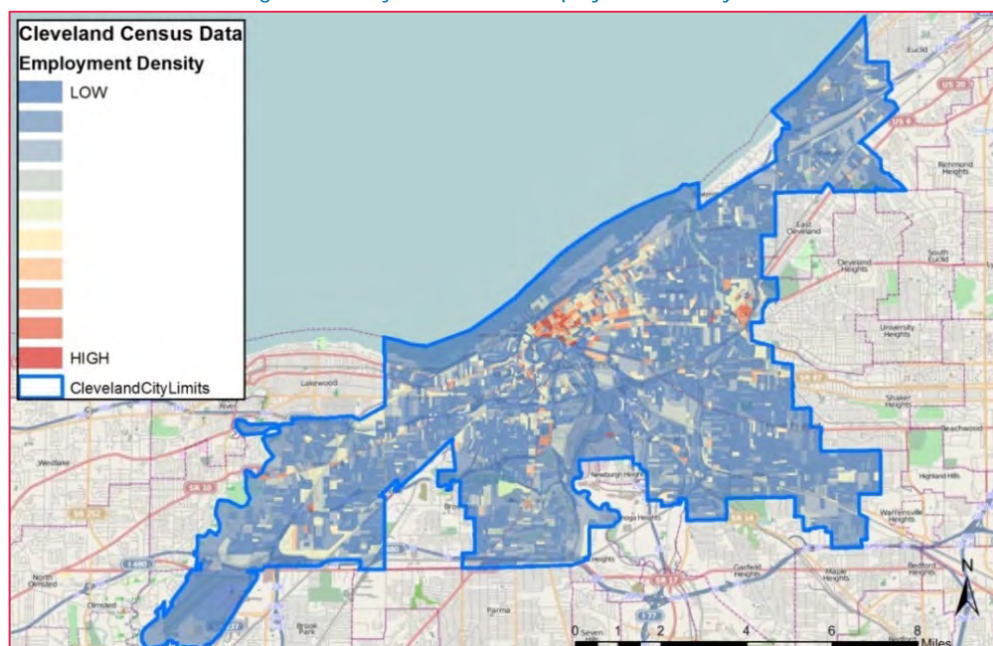
Overall the medical and hospital industry provide over 60,000 jobs.<sup>29</sup> Other major employers include Sherwin Williams, Lincoln Electric Holdings, Case Western University, Parker Hannifin Corporation and Medical Mutual of Ohio, among others. The City may consider reaching out to major employers for possible partnerships and/or sponsorship opportunities. (See Table 3 for more details).

The density of jobs has a strong influence on the potential for bike sharing. Station locations that serve high volume job centers not only provide an extension to local transit connections, but also facilitate opportunities for short-distance work related trips such as off-site meetings, dining out for lunch, or running mid-day errands during breaks. Figure 13 shows the distribution of employment density across the city of Cleveland.

EMPLOYER	EMPLOYEES
Cleveland Clinic Health System	39,088
University Hospitals	21,000
Giant Eagle	12,216
Summa Health System	10,000
The Progressive Group of Insurance Cos.	8,900
KeyCorp	7,000
Metro Health System	6,400
Case Western Reserve University	4,650
Sherwin-Williams Co.	3,700
Swagelok Co.	3,686
Parker Hannifin Corporation	3,600
NASA Glenn	3,400
Southwest General Health Center	2,600
Lincoln Electric Holdings Inc	2,600
Kaiser Permanente	2,187
The Lubrizol Corp.	2,087
Medical Mutual of Ohio	1,676
InfoCision Management Corp.	1,600
St. John Medical Center	1,400
Hospice of the Western Reserve, Inc.	915

Table 3 - Top 20 Employers in Greater Cleveland

Figure 13 - City of Cleveland Employment Density



<sup>27</sup> Greater Cleveland Partnership. Accessed from <http://www.gcpartnership.com/About-Northeast-Ohio.aspx> on June 04, 2013.

<sup>28</sup> American Community Survey. DP-1-Geography-Cleveland city, Ohio: Profile of General Population and Housing Characteristics: 2010.

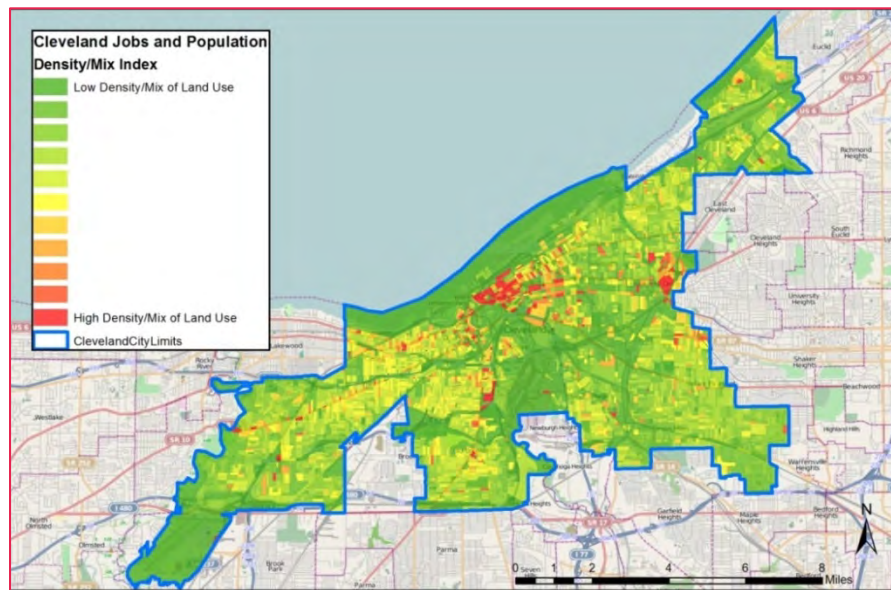
<sup>29</sup> Ohio Major Employers - March 2012. Ohio Department of Development. Policy Research and Strategic Planning office. Accessed from <http://jobs-ohio.com/images/ohio-major-employers.pdf> on June 1st, 2013.



## Mixed Use Population and Employment Density

To better understand the potential of employment and population density for supporting bike sharing, it is important to consider the mix of these land uses. Bike share systems are most successful in environments where people can connect between origins and destinations without leaving the neighborhood. Figure 14 presents an index reflecting both the density and mix of population and jobs across the city of Cleveland.

Figure 14 Cleveland Population & Employment Density and Mixed Use Index



### Challenges:

- Lower median income than other Ohio cities.
- High proportion of minority populations. The City should consider targeted outreach strategies for increasing the use of bike sharing among these populations.

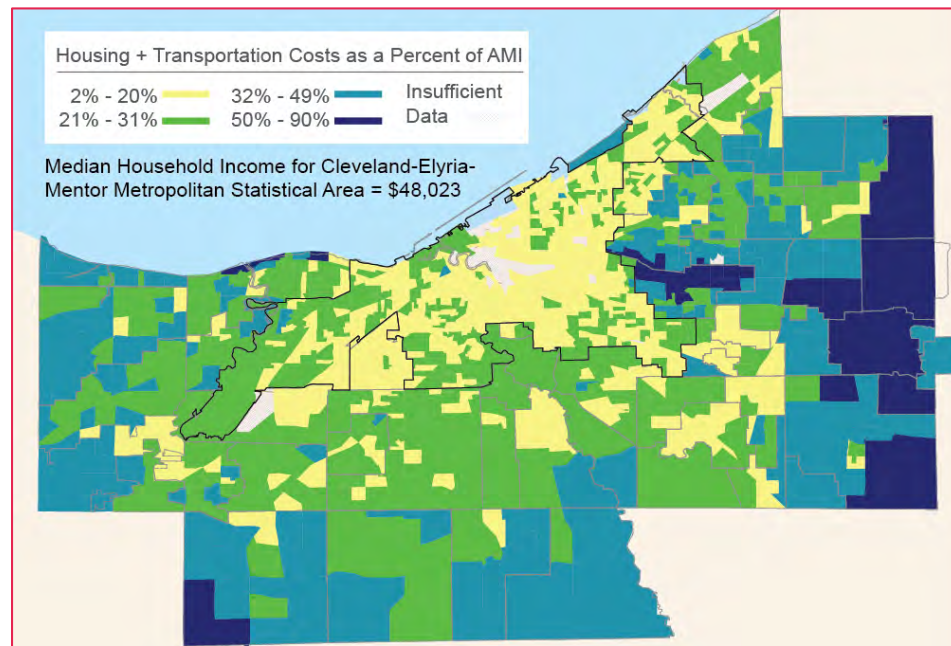
### Opportunities:

- Population density comparable to Midwestern cities that have implemented bike sharing systems.
- Young, urban professionals, especially living in Ohio City.
- Students living on or near the University Circle.
- Opportunity to use bike sharing to encourage more women to take up bicycling.
- While median income is low, the City is affordable when looking at housing and transportation affordability (see Figure 15).<sup>30</sup>
- Many large employers, particularly in Downtown and University Circle. These organizations/ companies may be able to provide support in the form of members and sponsorship.

<sup>30</sup> Cleveland Cost of Living. Sustainable Cleveland. Obtained from [http://sustainablecleveland.org/cost\\_of\\_living/cost\\_of\\_living.html](http://sustainablecleveland.org/cost_of_living/cost_of_living.html) on August 20, 2012.



Figure 15 - Housing and Transportation Costs as Percent of Median Income for Cleveland (Image courtesy of Sustainable Cleveland 2019)



#### *Conclusions / Recommendations:*

Although there are some challenges (lower median income and population groups requiring specific outreach), overall demographic and employment statistics indicate a positive setting for a bike share system.

## Bicycle Infrastructure

The City of Cleveland has a limited but progressively expanding bicycle network. To date, there are 44.26 miles of existing bicycle facilities (including neighborhood connectors) and 171.84 miles of proposed on-road and off-road facilities to be implemented in the upcoming years.<sup>31</sup> While there are still issues of connectivity and a lack of separated bicycling infrastructure, the city has a strong and growing bicycling culture, exemplified by its Bike Rack (the region's first full service bicycle parking and commuter center), thriving retail bike shops, annual increases in the number of participants in Bike to Work Day, events like Critical Mass, and increasing advocacy and education efforts by both the Ohio Bicycle Federation and Bike Cleveland.

Cleveland has made significant advances in its bikeway network and in securing funding for implementing new bikeway facilities in the last few years. The City has an extensive towpath running along the Canalway system from Cleveland to Cuyahoga Valley National Park, and has put forth plans to develop connector trails and adding bike lanes throughout (see Figure 16 for more details).

<sup>31</sup> Existing and Proposed bicycle infrastructure. City Planning Commission. City of Cleveland. Retrieved from <http://www.bikecleveland.org/wp-content/uploads/2013/08/City-of-Cleveland-2012-Bike-Facility-Count.doc> on August 21, 2013.





Figure 16 Existing and Proposed Bicycle Facilities



In 2007, the City created a Bikeway Master Plan which details a network of existing and proposed bikeways throughout the City of Cleveland and surrounding areas. The Plan also calls for bikeways running through the downtown area and out to University Circle in the East. Additional information about the projects in the plan can be found under the Plans section of this Study.

The City will update the Bikeway Master Plan in 2014 to account for changes in bicycling patterns and additional stakeholder engagement and opportunities for bicycle infrastructure. Having an extensive bikeway network is not essential to launching a bike sharing program. However, providing a core network of low-stress bikeways connecting various neighborhoods helps to promote the success of the system. Bike share programs can increase the visibility of bicycling within a jurisdiction, helping to achieve larger mode-shift and climate change goals the City has put forth in its Master Plan. Finally, based on the experience of existing programs, bike share systems can give additional impetus to efforts to improve bicycle infrastructure.<sup>32</sup>

## Tourism

According to Positively Cleveland, 14.9 million visitors came to Cuyahoga County in 2011. Travel and tourism supported 60,946 jobs and generated \$6.7 billion in related business activity.<sup>33</sup> There are a number of visitor destinations including the Rock and Roll Hall of Fame, Horeseshoe Casino Cleveland, Greater Cleveland Aquarium, Great Lakes Science Center and three professional sporting facilities. There are also many cultural institutions in University Circle, including the nationally-renowned Cleveland Museum of Art. However, the number of tourists and visitors may not be large enough to provide sufficient revenue to support an entire bike share system. In this case, the potential implementation of a program may not be able to rely solely on revenue from visitors and will need to find additional sources of funding in the form of sponsorship, grants, commuters, residents, and donations.

<sup>32</sup> Bike Sharing in the United States: State of the Practice and Guide to Implementation. Federal Highway Administration. United States Department of Transportation. September 2012.

<sup>33</sup> Rise in Tourism Revitalizes Cleveland Economy. Positively Cleveland. Accessed from <http://www.pitchengine.com/positivelycleveland/rise-in-tourism-revitalizes-cleveland-economy> on August 21, 2013.



## Neighborhood Connections

There are numerous thriving neighborhoods throughout Cleveland where bicycling is already a popular transportation choice. A bike share system will need to be supported by safe convenient connections within and between these neighborhoods, including overcoming barriers such as freeways, railroads, and river corridors that often separate and disconnect these communities.

### *Challenges:*

- Identification of bicycle network gaps and linking bike share to a network of bicycle facilities.
- Funding for completion and maintenance of growing bicycle network facilities.
- Need to develop and increase the number of visitors to Cleveland to increase tourist related revenues for the bike share program.
- Outdated plans and guidelines for bicycle infrastructure.
- Making strong connections between neighborhoods.

### *Opportunities:*

- Change in bicycling culture – with increasing bicycling trends.
- Additional investment in alternative forms of transportation.
- Marketing Bike Share as an attractive option for tourists.
- Focus on connections to the transit network.
- Strategic station placement to support key tourist destinations.
- Neighborhood engagement for station planning.

### *Conclusions / Recommendations:*

It is recommended that the City take the following steps to prepare for a potential bike share program. These steps can be taken while moving forward on other aspects of bike share:

- Partner with convention and tourism agencies such as Positively Cleveland to capitalize on the common goal of positioning Cleveland as an exciting destination for active tourism, and help increase tourist related revenue for a potential program.
- Engage neighborhood groups to provide input to site station locations at key destinations with an emphasis on proximity to quality bicycling routes.
- Undertake an update of the city bicycle plan with station planning to address key issues and gaps identified during the system planning process and identify infrastructure and funding strategies that are consistent with the growing popularity of bicycle transportation in Cleveland.

## Public Transit

Public transit in Cleveland is composed of four services: Rail, Bus, HealthLine Bus Rapid Transit (BRT) and the Trolley, all of which are under supervision of the Greater Cleveland Regional Transit Authority (RTA). RTA operates services along the routes shown on Figure 17 and recorded approximately 48.2 million rides in 2012, an increase of more than 2 million rides over the previous year.<sup>34</sup>

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<sup>34</sup> Greater Cleveland Regional Transit Authority. 2012 Annual Report. Accessed from <http://www.riderta.com/annual/2012> on June 5, 2013.



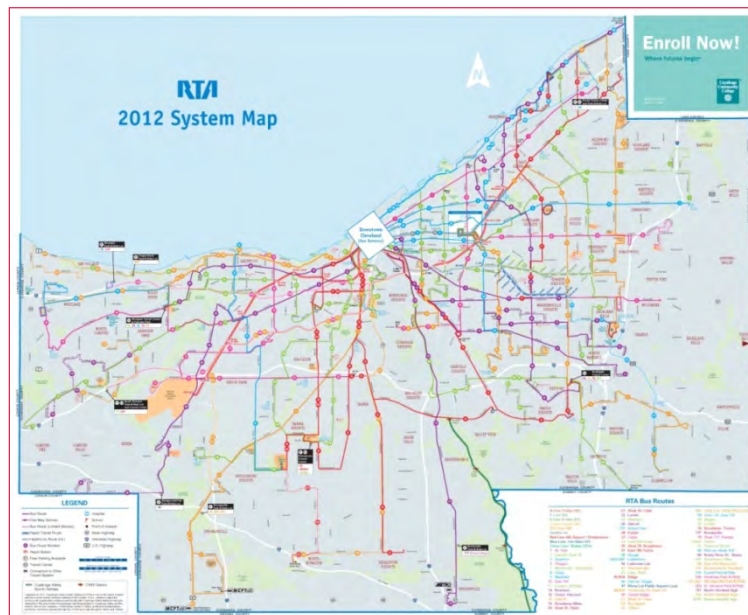


Figure 17 - RTA 2012 System Map

The rail network includes 28 stations and generally connects the eastern and western parts of the city. The bus network is a radial system with most services running through the major transit hub located at Tower City Center. The recently completed HealthLine BRT connects Downtown Cleveland to the University Center, an area with high employment and residential density. Additionally, the four Trolley lines provide free service around Downtown Cleveland to residents and tourists alike.

RTA has recognized that bicycling may enhance its service by expanding its already extensive network. Much of its bus fleet is equipped with bike racks. Initial discussions show that RTA is supportive of the idea of bike sharing, particularly its potential to offer a last mile transit option.

There is a significant opportunity for a bike share program to complement existing (and future) transit services. A significant number of people who live and work in Downtown, University Circle and Ohio City use transit as a viable transportation option. This could be complemented by a bike share program which could attract more people to transit by allowing them a means to move around spontaneously throughout the day.

#### *Challenges:*

- None identified.

#### *Opportunities:*

- Bike sharing stations should be located close to (visible, where possible) major transit hubs such as Tower City Public Square in Downtown and other high ridership stops. The potential location of bike share stations near HealthLine stops should also be considered as they may act as feeder hubs connecting people from neighboring locations to transit. Additionally, a bike share program may help increase connectivity for residents of neighborhoods like Tremont where transit service is limited.

#### *Conclusions / Recommendations:*

The GCRTA system presents no identified challenges and will be a great partner to the bike share system, with potential gains for both partners.



## Plans, Regulations and Existing Organizational Capacity

There are a number of plans, policies and statutory regulations that will impact the operation of a bike share program in any community. Plans and policies can be important measures of program compatibility with local initiatives, such as goals for encouraging healthy and active transportation, reduced greenhouse gas emissions, or providing low cost transportation options among transit-dependent populations.

A number of current plans and policy initiatives in the city of Cleveland provide support for the potential of bike sharing in the city.

### Plans

The following is a review of existing and future bicycle infrastructure related plans and policies that may influence the implementation of a bike share program in the City of Cleveland.

#### Connecting Cleveland 2020 Citywide Plan

The Connecting Cleveland 2020 Citywide Plan is the comprehensive plan for the City of Cleveland. It establishes the vision for the City in the future in such aspects as housing, economic development, sustainability, and transportation. With regards to transportation, the Plan calls for increased safety and a city and regional bicycle network. The Plan also calls for integrating bicycling as a more routine part of Cleveland's transportation practices.

The plan calls for increased bicycling infrastructure and facilities around the city in addition to the proper maintenance of these facilities. Specifics about bicycle facilities are not addressed in the plan, other than to provide secure bicycle parking at City buildings and parks.

#### Transit 2025: The Long Range Plan of the Greater Cleveland Regional Transit Authority

The Transit 2025 plan reflects the Regional Transportation Authority's (RTA) major transportation investments and provides the most realistic look at RTA's future. The Plan also incorporates ideas from other organizations including the Northeast Ohio Area-wide Coordinating Agency (NOACA), the Ohio Department of Transportation, Cuyahoga County, the City of Cleveland, and the Cleveland Neighborhood Development Corporation.

The plan calls for making all new RTA buses bike accessible, incorporating pedestrian- and bicycle-friendly street design, and promoting bicycle access and bike-friendly facilities in TOD site designs. The plan does not mention anything specific about bicycle facilities.

#### Cleveland Bikeway Master Plan

The Cleveland Bikeway Master Plan details a network of existing and proposed bikeways throughout the City of Cleveland and surrounding areas. Existing and planned bikeways identified in the plan that run through the downtown area and out to University Circle include:

- Cleveland Lakefront Bikeway – A 17-mile bikeway that follows the Lake Erie shoreline from Lakewood to Euclid.
- Euclid Avenue Bike Lanes – In 2008, bike lanes were added on Euclid Avenue from East 22nd Street to Adelbert Road. These bike lanes connect Downtown Cleveland and Cleveland State University to University Circle and Case Western Reserve University.
- Ohio and Erie Canal Towpath Trail – This trail follows the Ohio and Erie Canals from Lower Harvard Avenue up to Canal Basin Park. The full trail is scheduled to be completed in 2014.
- City Loop Trail – This partially-completed 29-mile trail that circles downtown Cleveland.



- Lake to Lakes Trail – This partially-completed trail connects Lake Erie to the Shaker Lakes on a path that goes through Rockefeller Park and University Circle.

There are also various bike lanes and sharrows both existing and proposed throughout the city. Additionally, a downtown bike station was built in 2011 as part of the Bikeway Master Plan. This station is owned and operated by the Downtown Cleveland Alliance and features bicycle parking, repair, rental, shower and locker facilities. The Bikeway Master Plan does not detail any other future bicycle facilities.

### [Cleveland Downtown Lakefront Plan](#)

The Cleveland Downtown Lakefront Plan is a guide for mixed-use commercial development of the waterfront between West 3rd and East 18th Streets. The Plan aims to create a “walkable, dense, and mixed-use urban fabric” that can be used year-round. It focuses on the redevelopment of three sites on the lakefront: the Harbor West District, the North Coast Harbor District, and the Burke Redevelopment District.

While the plan calls for a number of new bicycle connections throughout the three development sites downtown, it does not appear to specifically address bicycle facilities that may be incorporated in these areas.

## [Policy and City Ordinances](#)

Bike share is a relatively new idea and the nature of the equipment and operations do not easily fit into the existing framework for permitting and installation procedures. How the system is designed, owned and operated will have a significant impact on the process for siting and permitting station locations. Additionally the operational model for short term subscription-based memberships and potential sponsorship and advertising agreements used to fund the system can be greatly constrained by local policies and regulations governing permitted uses with public funding or within the public right-of-way.

There are several ordinances and regulations that could have an impact on the potential implementation of a bike share system, and may require special attention to address:

### [Cleveland Complete and Green Streets Ordinance \(Ordinance No. 798-11\)](#)

In 2011, Cleveland City Council passed a Complete and Green Streets Ordinance that went in to effect January 1, 2012. Complete Street guidelines were based on other city plans including the Connecting Cleveland 2020 Citywide Plan and the Cleveland Bikeway Master Plan, although no specifics are addressed in the Ordinance.

This ordinance may allow the City to include language in local regulations requiring all new construction to consider bike sharing as part of new site planning.

### [City of Cleveland Zoning Code – Bicycle Parking \(2008\) \(Section 457.10\)](#)

This ordinance requires all parking lots and garages to provide bicycle parking spaces at a rate of one bicycle parking space for each 20 automobile spaces provided. However, no automobile parking lot or garage shall be required to provide more than 24 bicycle parking spaces.

This ordinance may enable the City to offer parking credits to those developers that provide capital for the implementation of a bike share program, in lieu of providing automobile parking spaces in new developments (bike share parking credits).





## Regulations and Permitting

The following section summarizes the permits and local regulations which may affect the implementation of a bike sharing program.

### Encroachment Permit

An encroachment permit is required for any installation within the existing right of way (ROW). This permit can be issued for either one year at a cost of \$10 per location, or a permanent permit consenting to the placement of “furniture” in existing ROW. Reviews of permits are conducted by at least four City Departments and Committees. If a proposed bike share station under a yearly permit is to be expanded, the permit will need to be revised. Additionally, all revenue earned from stations “may” be subject to taxing from Cuyahoga County.

The permits have the potential to impact the use of sponsorship or advertising in funding the system. It is unclear whether advertising would be permitted on the bikes themselves (given they are “non-permanent”, movable objects). However an exception will be required to allow advertising or sponsorship on the stations and other fixed infrastructure, as has been granted for streetcar.

Related to the encroachment permitting, depending on the type of business and ownership model, the City might consider permanent station locations as the permitting process tends to be easier and avoid the annual review of permitting. Additionally, the City should consider the costs (if any) of obtaining permits for utilizing the public Right of Way and any parking space losses that implementing a bike share program might entail.

### Cleveland City Code Chapter 473 – Bicycles and Motorcycles

There are several local ordinances found in the Cleveland City Code that may apply to bike sharing bicycles and users. These include restrictions on riding bicycles on sidewalks, licensing for rental bicycles, and a number of restrictions and equipment requirements that apply to any motorized bicycles<sup>35</sup>. At this time, it is not anticipated that the city of Cleveland will seek motorized or motor-assisted bicycles for the program, and therefore these are not included in the study. However, should the city determine the need to pursue motorized or motor-assisted bicycles for the system, there will be a need to examine the constraints of city codes regulating motorized bicycles.

#### 473.09 Riding on Sidewalks

With exception of police, emergency medical, and fire personnel – bicycling, skateboarding and roller skating is prohibited on sidewalks in business districts within the city of Cleveland. This includes downtown and many neighborhood commercial districts in the city, locations where bike sharing stations will be ideally located. This prohibition will place greater emphasis on the need

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<sup>35</sup>Cleveland City Code Chapter 473 – Bicycles and Motorcycles 473.14 Motorized Bicycle Operation, Equipment and License

(a) No person shall operate a motorized bicycle upon any street or highway or any public or private property used by the public for purposes of vehicular travel or parking unless all of the following conditions are met:

(1) The person is fourteen (14) or fifteen (15) years of age and holds a valid probationary motorized bicycle license issued after the person has passed the test provided for in this section, or the person is sixteen (16) years of age or older and holds either a valid commercial driver’s license issued under RC Chapter 4506 or a driver’s license issued under RC Chapter 4507 or a valid motorized bicycle license issued after the person has passed the test provided for in this section, except that if a person is sixteen (16) years of age, has a valid probationary motorized bicycle license and desires a motorized bicycle license, the person is not required to comply with the testing requirements provided for in this section;

(2) The motorized bicycle is equipped in accordance with rules adopted by the Ohio Director of Public Safety and is in proper working order;

(3) The person, if he or she is under eighteen (18) years of age, is wearing a protective helmet on his or her head with the chin strap properly fastened, and the motorized bicycle is equipped with a rear-view mirror;



for safe on-street bicycling conditions in business districts, where less experienced bicyclists are likely to prefer riding on the sidewalk to negotiating busy streets.

Some exceptions may be needed to accommodate access to bike stations, many of which are likely to be sited on public right-of-way on or adjacent to sidewalks. There may need to be additional signage or education to alert bike share users to the proper bicycling etiquette, and regulations that need to be observed while using bike share.<sup>36</sup>

*Challenges:*

- There are several local ordinances, including sponsorship restrictions on the encroachment permits that may impact the ability to implement bike share in Cleveland.

*Opportunities:*

- Recent policies and plans show support for bicycle initiatives, indicating that overall political support for the system will help overcome city ordinances that may be issues.

*Conclusions / Recommendations:*

Prior to undertaking system procurement, local agency staff should review the aforementioned ordinances and regulations to prevent any potential conflicts which may affect the implementation of a bike share program, with special attention to those regulations related to sponsorship / advertising in the right of way.

## Existing Organizational Capacity

There is significant support among several stakeholders for bike share in Cleveland. One agency or organization must ultimately be identified or formed to implement the system.

*Challenges:*

- There is no single current organization that is yet identified to undertake the procurement and the sponsorship for the system.

*Opportunities:*

- There is interest by various stakeholders in helping to create a non-profit organization with limited funding to undertake procurement and funding of a system.

*Conclusion / Recommendation:*

The Task Force should create a non-profit organization whose responsibility is to fund and procure planning, operations and equipment for a bike share system.

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(4) The person operates the motorized bicycle when practicable within three (3) feet of the right edge of the roadway obeying all traffic rules applicable to vehicles; and

(5) The motorized bicycle displays on the rear of such bicycle the current license plate or validation sticker furnished by the Ohio Director of Public Safety under RC 4503.191. Division (a)(5) of this section is not effective until the end of the first month of the registration period in 1985 to which the motorized bicycle is assigned by the Ohio Registrar of Motor Vehicles as provided in RC 4503.101.

(b) No person operating a motorized bicycle shall carry another person upon the motorized bicycle.



## Public Input and Stakeholder Engagement

### Public Input

This study effort included a number of strategies to engage the community about the potential for bike sharing in Cleveland. The Bike Share Task Force was instrumental in helping to shape the engagement approach and promote opportunities for input to their respective constituents within the community. The focus of the engagement plan included a public meeting, targeted meetings with key stakeholders, an online survey, and an interactive web-based mapping tool to gather feedback about desired station locations for bike share.

#### Community Workshop

A public meeting was held at the downtown Cleveland Library on April 29, 2013. The meeting was attended by 38 stakeholders who were provided a presentation of the study purpose and preliminary findings of the study effort. After the presentation, guests were invited to participate in a discussion with project staff and Bike Share Task Force members who were on hand and asked to take 5 dot stickers and make suggestions for locations they felt bike share stations would be most appropriate.

Figure 18 - Bike Share presentation at community workshop (left); stakeholders suggest station locations at workshop (right)



The general feedback from attendees was that of enthusiasm for the concept with many conversations revolving around the basic logistics and operational considerations for a bike share scheme in Cleveland.

Following the meeting the project team summarized the map feedback in terms of station recommendations by neighborhoods where several or more station suggestions were identified. The following is a brief summary of the top locations from the workshop mapping exercise.

Table 4 - Summary Workshop Suggested Station Locations

Public Workshop Top Station Suggestions by Neighborhood	
Downtown	44
Midtown	6
Ohio City	23
Tremont	7
University Circle Area	30
Detroit-Shoreway	23



## On-line Bike Share Survey

On Tuesday, March 12, 2013, a brief survey was sent out to gauge Cleveland's attitudes towards bicycling and the possibility of bike sharing. The survey is broken down into three (3) major areas; respondents current bicycle usage, respondents opinions on bike share feasibility, and demographic and employment information. The City of Cleveland and the Bike Share Task Force sent out emails and posted information to existing websites to direct people to the survey which was hosted by Survey Gizmo. There were over 800 total responses from mid-March to early June, 2013.

### Current Bicycle Usage

The first four (4) questions asked respondents about their current bicycle usage. The questions included:

- Do you currently have access to a working bicycle? (78% yes)
- Which of the following best characterizes your bicycling behavior? (79% seasonal versus 21% at all times of year/weather)
- What types of trips do you currently use a bicycle for? (91% recreation, 48% social visits, 42% work, and 40% shopping).
- How often do you ride a bicycle? (34% a few times/week, 30% a few times/month, and 13% daily)

Since the survey went out primarily through organizations and individuals who support bicycling, the number of respondents with access to a bicycle, usage, behavior, and trips is most likely higher than the general population of the City of Cleveland and surrounding communities. However, this information does display that there is a strong, growing bicycle culture within Greater Cleveland.

### Opinions on Bike Share Feasibility

Eight (8) questions asked respondents their opinions regarding bike sharing. The questions included:

- Have you had an opportunity to use an existing bike share system before? (33% yes)
- Do you think bike share is a good idea for the City of Cleveland? (95% yes)
- If bike share were available throughout Cleveland, what types of trips do you think you would use the bikes for? (61% errands, 51% shopping/dining, 50% exercise, 44% meeting family and friends, 39% riding RTA, 34% going to meetings, and 33% going to work)
- About how often do you think you would use bike share? (36% once a month, 31% once a week, 12% other, 11% never, and 8% once a day)
- What price would make you likely to subscribe to bike share in Cleveland? (Annual Average - \$76.29, Weekly Average - \$16.59, and Daily Average - \$8)

Additionally, two questions asked why bike share is a good or bad idea for the City of Cleveland. The "good idea" responses ranged from promoting alternative modes of transportation, less car dependency, better for the environment, increased livability, tourism attraction, healthy, less expensive than other modal options, complements RTA, and the overall cool factor of having bike sharing. The "bad idea" responses included the lack of a critical mass of bicycle riders or even population density to support bike share, poor weather and seasonality, lack of support for bicycle infrastructure, not feasible for low income persons, lack of tourist attractions, feeling that Cleveland is not bicycle friendly, and the possibility of vandalism on the stations and theft of the bicycles.



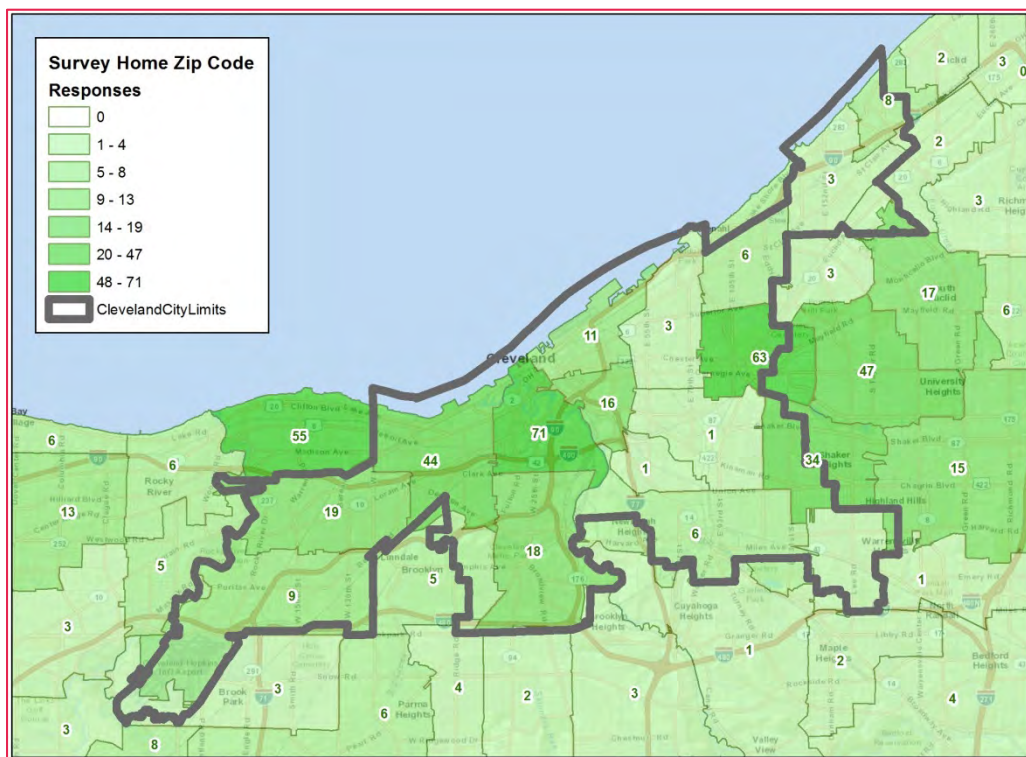
## Survey Demographic and Employment Information

Ten (10) questions asked demographic and employment information of the survey respondents. The questions ranged from:

- Year of birth (average was 1976)
- Sex (51% female and 49% male)
- Ethnicity (of those responding: 81% white, 8% black/African American, 3% Hispanic/Latino, and 3% Asian)
- Currently employed (87% yes)
- Annual household income (18% - \$120k+, 18% - \$60k to \$80k, and 17% - \$40k to \$60k).

Additionally, the survey requested that respondents provide their zip code for their current home, place of employment, and school (if currently enrolled). Figure 19 shows the distribution of survey responses by zip code, followed by a table identifying fifteen (15) zip codes that submitted the highest number of surveys.

Figure 19 - Map of Survey Responses by Home Zip Code





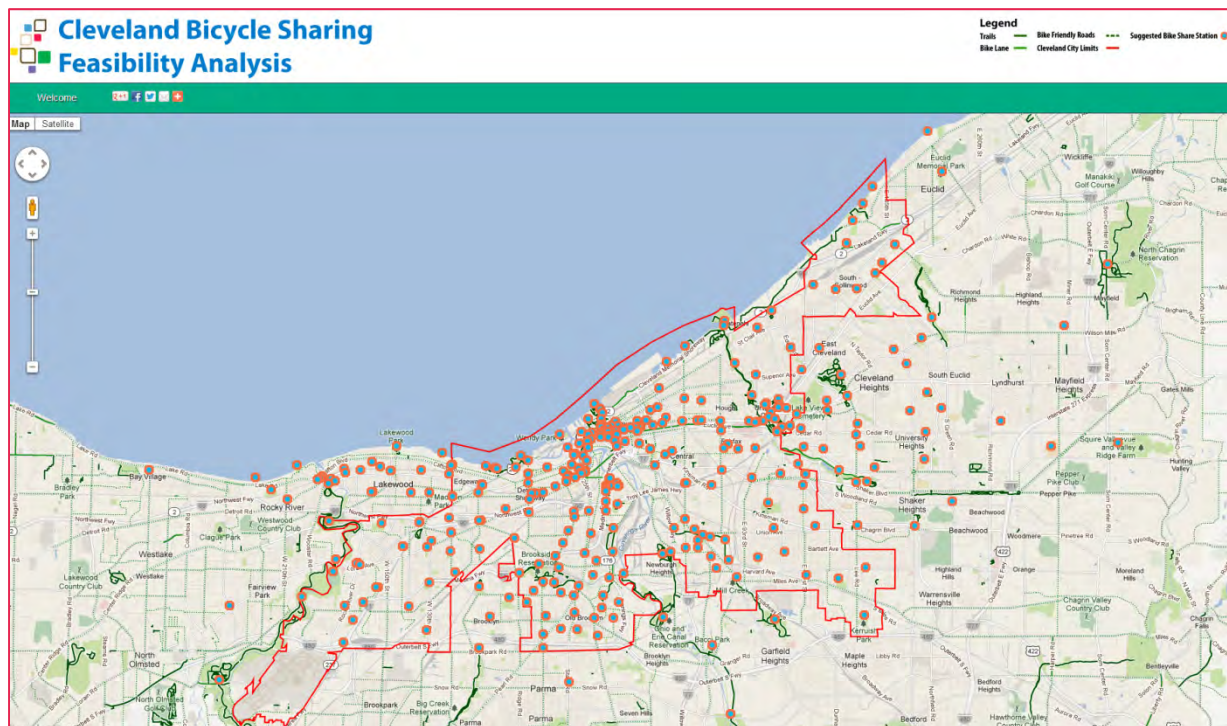
Zip Code	Number of Respondents			Cleveland Neighborhood/ Adjacent City
	Home	Work	School	
44102	45	22	0	Detroit-Shoreway
44106	70	89	58	University Circle
44107	56	10	4	Lakewood
44109	18	15	0	Brooklyn Centre/ Clark-Fulton
44111	19	5	1	Jefferson
44113	73	53	2	Ohio City/ Warehouse District/Tremont
44114	12	74	6	N. Downtown/ Midtown
44115	16	61	24	S. Downtown/ Midtown / Central
44118	50	12	2	Cleveland Hts / University Hts
44120	39	18	0	Fairfax / Kinsman
44121	19	3	0	Cleveland Hts./ S. Euclid
44122	17	11	3	Shaker Hts. /Beachwood
44135	11	10	1	Brookpark
44145	15	13	0	Westlake
44195	1	14	0	Cleveland Clinic

Table 5 - Responses by Reported Home, Work, and School Zip Codes

## Interactive Web-Based Mapping Tool

In addition to the on-line survey the project website ([www.bikesharecleveland.com](http://www.bikesharecleveland.com)) included a link to an interactive web map that provided an opportunity for the public to suggest locations where they think bike share stations would best serve the community. Figure 20 shows a screenshot of the interactive map.

Figure 20 - Screenshot of interactive on-line map hosted on project website

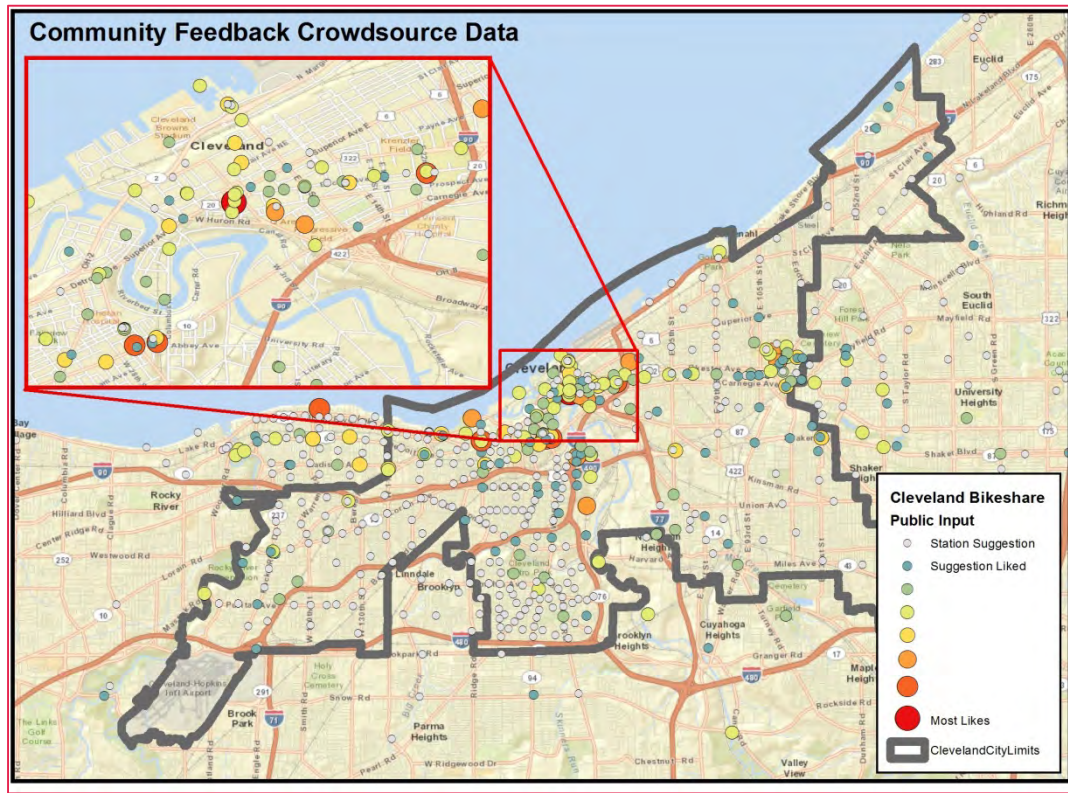


More than 500 station suggestions were submitted using the mapping tool, with many locations being endorsed by multiple users who were able to support an existing suggestion by choosing to “like” the suggestion, similar to the format for liking content posted on the Facebook social media website. All



of the suggested locations with likes and comments were exported as a Geographic Information System (GIS) shapefile, which was mapped and analyzed by the project team. This feedback was helpful along with the other existing mapped data and demand analysis to identify potential market areas for a bike sharing system in Cleveland. Figure 21 shows a map of the suggested station locations weighted by the number of “likes” received for each station.

Figure 21 - Suggested Station Location from Interactive Map



The map feedback is further summarized under Bike Share Market Recommendations in the next section of this report, “Recommended System Service Area and Market Size”.

#### *Challenges:*

- Input received was predominantly from current cyclists who are most likely to support bike share.

#### *Opportunities:*

- Based on public input, there is significant support for bike share in Cleveland. Pricing indicated that people would be willing to pay market prices for bike share.

#### *Conclusions / Recommendations:*

During the implementation stage, there should be a larger effort to gain input from a wide range of Cleveland populations, both cyclists and non-cyclists. No input given during this stage poses any major issues for a system implementation.



## Stakeholder Engagement

Eight stakeholder meetings were conducted during the feasibility study involving 15 stakeholder agencies from the public and private sector in Cleveland. In addition, a written survey was completed by 27 potential stakeholders.

Stakeholders interviewed included representatives from agencies, health care and educational institutions, foundations and charities, and large and small businesses. A full list of stakeholders interviewed can be found in Appendix 2.

The stakeholder engagement meetings and survey reaffirmed several assumptions that existed prior to launching the feasibility study for bike sharing and shed light on additional opportunities and challenges for Cleveland. There is great interest for bike sharing in Cleveland among the stakeholder groups that we interviewed. Many felt that bike share could help elevate Cleveland's reputation for visitors, potential residents and companies.

The majority of the organizations interviewed are interested in seeing a bike share system active in Cleveland. Overall, there is strong support for continuing to gain an understanding of the feasibility of bike sharing in Cleveland and interest in understanding the business plan.

Stakeholders most commonly support a bike share program to help make Cleveland more attractive to a young, creative and diverse group of businesses and residents. Additional attributes that a bike share program can bring to the community include linking key attractions and extending transportation options in the urban core. Most stakeholders expressed interest and openness to some sort of financial support, either through system sponsorship, station sponsorship or corporate membership.

Hesitation remains due to the lack of bicycling infrastructure and culture, poor roadway conditions and weather. Stakeholders also expressed some concern about the lack of available information on estimated costs for implementing the system. Concerns focused on operating the system in a way that would be responsive to customer needs, nimble and cost effective. Ongoing operating support was a greater concern than upfront capital costs. Despite these concerns, stakeholders remain interested in supporting the investigation of a bike share program in Cleveland.

### *Challenges:*

Stakeholders are concerned with the following challenges:

- Lack of biking infrastructure
- Lack of biking culture
- Hostile driving culture
- Weather and seasonal operation
- Poor road conditions
- Scattered location of attractions
- Difficulty linking to transit options
- Capital costs and building to scale
- Maintaining a clean and operational system

### *Opportunities:*

Stakeholders see the following opportunities for a bike share system in Cleveland:

- Connects assets – Flats east bank, stadiums, science center, parks, downtown neighborhoods, universities etc.
- Attractive to younger, urban and educated employees
- Connects transportation – good for visitors to Cleveland





- Environmentally friendly way of getting around
- Increase awareness of Cleveland's greatest attractions
- Increase awareness of biking in Cleveland
- Recruitment tool for attracting potential employees and residents

*Conclusion / Recommendations:*

During implementation, the following items should be taken into account to address the priorities of stakeholders, as sponsorship is being sought:

*Operational Priorities:*

- Customer service focus – front and center
- User friendly interface – easy to use membership / rental
- Tech savvy systems operators
- Attractive to younger users
- Clean / well-maintained bikes and stations
- Safety – bikes, helmets and stations

*Organizational Priorities:*

- Tech savvy – nimble operating organization
- Bike share expertise
- Customer service oriented
- Sufficient organizational capacity

*Sponsorship Opportunities:*

- Corporate / group memberships
- Sponsoring bike stations
- Bikes



## Evaluating Demand, System Size and Funding Sources

Key questions to answer in evaluating the feasibility of bike share are “Who will use it?”, “Where will it be implemented?” and “How will it be paid for?”

To address these questions, a heat map and demand analysis were prepared to evaluate the potential service area and market for bike sharing, and also outline different potential funding sources.

### Demand Analysis

A demand analysis was performed using data provided by the City of Cleveland. The demand analysis was used to measure the most suitable location of bike sharing stations. Areas with high potential demand for bike share were identified through a heat mapping exercise that allocated “points” to where people live, work, shop, play, and take transit. Launching a bike share program in the highest demand areas tends to maximize the success of the program.

#### Indicators

The following is a list of indicators selected to construct the demand analysis because of their individual effect on potential demand and relative success of a bike share program.

##### Employment Density

Employment density reflects the location of most people during the day. It is also utilized to help measure the intensity of commuting patterns and help understand where increased service will be needed.

##### Residential Population Density

Higher residential density tends to support bike share demand by providing a pool of potential users. It is important to note that retail employment density was included in this indicator because of its function as a trip attractor throughout the day.

##### Mode Share

In large cities, bike sharing programs are often organized to provide better service for the first and/or last mile of a trip taken on public transit. Throughout existing programs higher bicycle mode share in a particular location tends to promote increased bike share usage.

##### Proximity to Parks

Parks tend to be a bike- friendly land use and most cyclists are comfortable biking in parks. Parks serve as a destination for both residents and tourists.

##### Proximity to Libraries, Schools and Tourist Attractions

All of these locations tend to act as trip attractions and tend to be destinations for bike share users.

##### Proximity to Bicycle Infrastructure

Bicycle lanes, bike boulevards, cycle tracks and shared use paths provide supporting infrastructure for bike share users. The presence of bicycle-friendly infrastructure is correlated with higher rates of bicycling or willingness to cycle.

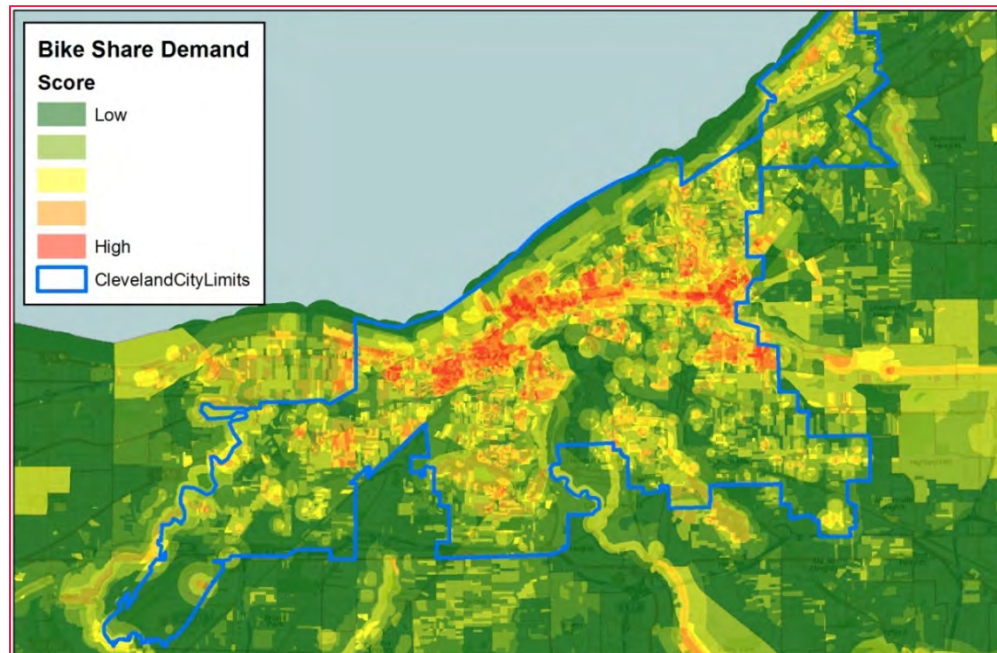


## Demand Estimates

The bike share demand map (Heat Map) was created by aggregating various population, employment, housing and proximity data thought to impact the success of a bike share program. A summary of the analysis is provided in Appendix A.

The resulting outputs from the analysis provide a more general assessment of the potential for bike sharing displayed as a Bike Share Demand “Heat Map” shown in Figure 22. The Heat Map provides a snap shot of the city, and was used to guide the study team in defining appropriate market areas for launching a bike share program that are described in the next section of the report.

Figure 22 - Cleveland Bike Share Demand "Heat Map"



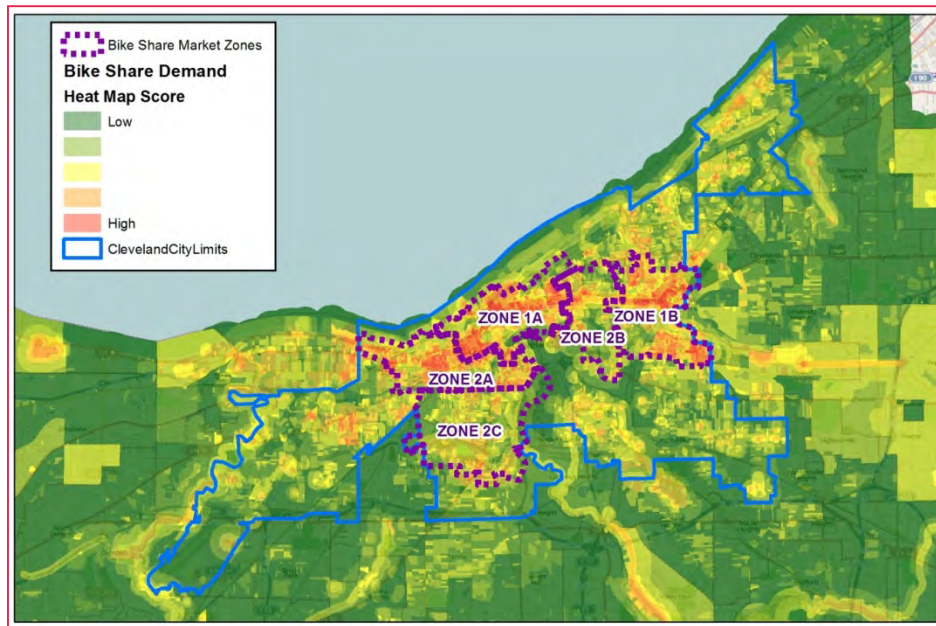
## Recommended System Service Area and Size

### Bike Share Market Recommendations

Based on the analysis of existing conditions and the feedback from the community engagement process there are several market areas that are recommended for bike share implementation in Cleveland. The map below shows proposed market areas overlaid on the bike share demand map.



Figure 23 - Proposed Market Areas



The recommended system boundaries have been divided into two large zones (1 and 2) each with several deployment phases (shown as subzones). Deployment should begin in the core market areas and gradually expand into the adjacent neighborhoods during the first few years of system implementation to a primary system build out.

	Proposed New Service Area		Stations		Bicycles		Station Density	
<b>Zone 1</b>	10.2	Sq. Mi.	50	to 85	500	to 850	4.9	to 8.3
<b>Zone 2</b>	15.2	Sq. Mi.	27	to 55	270	to 550	1.8	to 3.6
<b>Total</b>	25.4	Sq. Mi.	77	to 140	770	to 1400	3.03	to 5.51

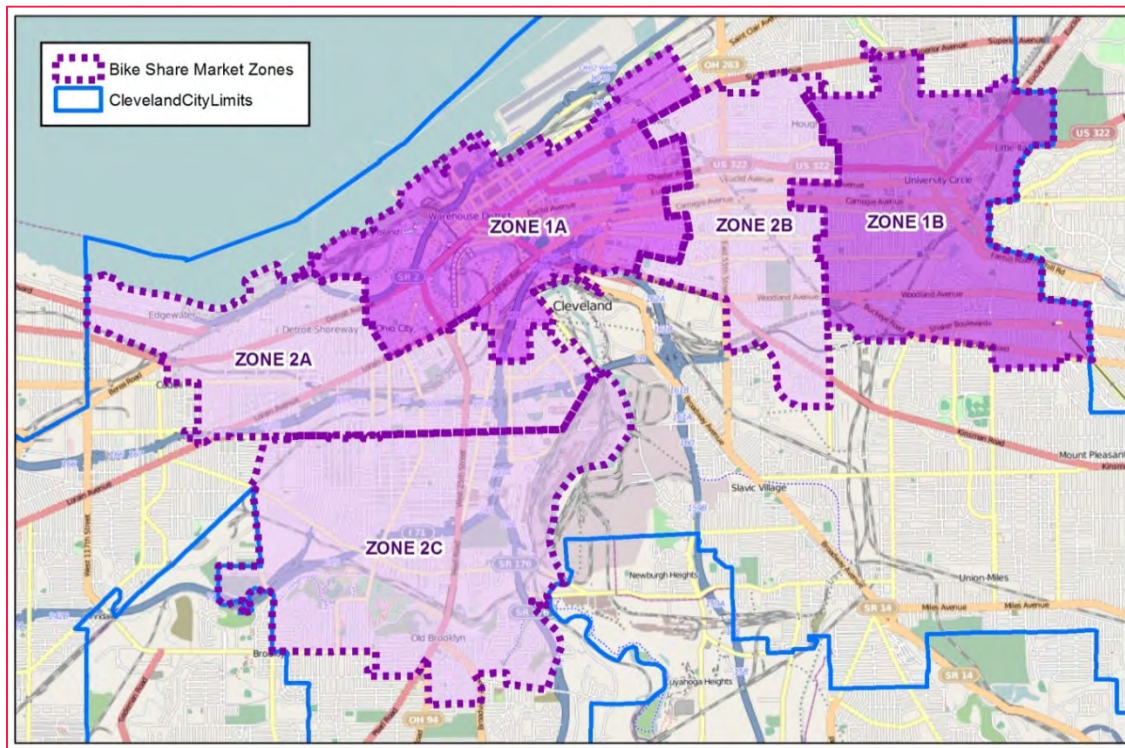
Table 6 - Recommended Service Area and System Characteristics

The zones and the recommended phasing (Figure 24) are based on modest assumptions for assembling the capital to build out the planned system over a three to five year period beginning in 2014. The subzones have been developed based on market characteristics, geographical breaks and system operating characteristics, with recommendations for the optimal number of bikes and stations within each. These recommendations are presented as a range of system size and scale opportunities from the lowest number of bikes and stations needed to support a system to an optimal size for a large scale system appropriate for Cleveland.

The proposed zones represent the initial phasing for a bike sharing system in Cleveland. Ongoing planning should occur as the system becomes operational to identify expansion opportunities beyond the primary market areas that should include coordination with multiple jurisdictions to capture markets both within city and into adjacent communities beyond the city limits.



Figure 24 - Proposed Market Areas for Initial Bike Share Service in Cleveland



### Dual Hub System

Zones 1A and 1B are what constitute the core market areas for the bike sharing system. The downtown and University Circle neighborhoods have the highest potential demand for bike sharing and should be the focus for year one bike share system launch, however it would be possible to consider launching one and then the other in following years, depending on available funding for the initial launch. If launching each zone independently, the downtown zone should be selected first based on its geographic positioning at the core of the system build out and given its function as the regional transportation hub.

Zones 2A, 2B and 2C represent the expanded bike share market area where a second phase of less dense station deployment can extend the network into adjacent neighborhoods and better connect the two core markets.

Having two core market areas for Zone 1 deployment is a unique strategy that has not been done in other U.S. systems. However, given the close proximity of the extended boundaries of each zone and the success of the Euclid corridor BRT, the strategy should prove successful. There is a strong potential for internal trips within each core and it is relatively easy to make connections between the two zones. These connections could include locating of one or two bike share stations along the Euclid BRT (Zone 2B) during the launch to ensure the bike share network is continuous.





## Service Boundary and Station Density

System	Core Market Area		Expanded Market Area	
DC/Arlington	7.9	Stations/Sq. mi.	4.5	Stations/Sq. mi.
Minneapolis	9.8	Stations/Sq. mi.	4.2	Stations/Sq. mi.
Chattanooga	14.7	Stations/Sq. mi.	14.7	Stations/Sq. mi.
Boston	7.4	Stations/Sq. mi.	4.8	Stations/Sq. mi.
Denver	4.8	Stations/Sq. mi.	4.2	Stations/Sq. mi.
5-system Average	8.1	Stations/Sq. mi.	4.8	Stations/Sq. mi.

**Table 7 - Core and Expanded Market Station Densities of Peer Bike Share Systems**

Zone 1A represents the downtown or “core market area” for the proposed system. Analysis of the peer systems show core market densities that range from 5 to 15 stations per square mile, with a five-system average of 8 stations per square mile. The system-wide densities of the peer systems range from 4 to 15 stations per square mile, with a five-system average of 5 stations per square mile (Chattanooga is an outlier as a small scale program with a system-wide density of 15 bikes per square mile).

### First Phase: Zone 1

Zone 1 represents the core market areas of Downtown Cleveland and University Circle and first phase of deployment for the bike share system. Zone 1A represents the core of downtown including part of Ohio City and extending to the east to include Cleveland State University ending at Midtown. At just over five square miles, this area represents the heart of the system and is the smallest recommended geography and system size for a successful program launch. The addition of Zone 1B expands the system to a second hub to the east of the initial launch extending the service area to cover the two core markets. The University Circle market is also just over 5 square miles bringing the core market coverage areas to ten square miles combined.

Zone 1 Service Area	
Zone 1A	5.0 Sq. Mi.
Zone 1B	5.1 Sq. Mi.
Zone 1 Total	10.2 Sq. Mi.

**Table 8 - Zone 1 Service Area**

Zone 1 System Characteristics	Stations	Bicycles	Station Density
Zone 1A	30 to 50	300 to 500	5.9 to 9.9
Zone 1B	20 to 35	200 to 350	3.9 to 6.7
Zone 1 Total	50 to 85	500 to 850	4.9 to 8.3

**Table 9 - Zone 1 System Characteristics**

The first Phase (Zone 1) when completed will represent the highest density of stations and include 50 stations and 500 bikes in the lower bound scenario and up to 85 stations and 850 bikes in the upper bound scenario. The station density of Zone 1 will range from 5 to 8.5 stations per mile (these densities should be targeted at 10 to 15 stations per square mile in the heart of both core markets with lighter density around the periphery).



## Second Phase: Zone 2

Zone 1 Service Area	
Zone 2A	4.8 Sq. Mi
Zone 2B	3.6 Sq. Mi
Zone 2C	6.9 Sq. Mi
Zone 2 Total	15.2 Sq. Mi

Table 10 - Zone 2 Service Area

Zone 2 includes three submarkets (2A, 2B and 2C) to be implemented over years three, four, and five, respectively. When completed, Phase 2 will extend the system beyond the dual hubs of downtown and University Circle into the adjacent residential neighborhoods of Detroit Shoreway, Tremont, Old Brooklyn and Midtown. The zone 2 expansion will add an additional fifteen square miles of service area, bringing the initial system build out to just over 25 square miles. It is important to note that these additional zones were selected based on the provision of continuous connectivity between the Phase 1 recommendations.

The implementation of the Phase 2 submarkets will complete the initial system build out and add 270 bicycles and 27 stations in the lower bound scenario to an additional 550 bicycles and 55 stations in the upper bound scenario, increasing the system to a total of 770 to 1,800 bicycles and 77 to 140 stations when completed. The station density for the second phase will range from 3 to 5 stations per square mile. This is consistent with the system-wide densities in current U.S. bike share programs.

Zone 1 System Characteristics	Stations	Bicycles	Station Density
Zone 2A	10 to 20	100 to 200	2.1 to 4.2
Zone 2B	7 to 15	70 to 150	1.9 to 4.2
Zone 2C	10 to 20	100 to 200	1.4 to 2.9
Zone 2 Total	27 to 55	270 to 550	1.8 to 3.6

Table 11 - Zone 2 System Characteristics

## Key Demographics of the Bike Share Service Area

Overall the Cleveland bike share system will serve an area with 143,000 residents and 193,000 jobs. The bike share service area represents a diverse cross section of Cleveland in terms of age, race, income, and education. The proposed two phases cover a compact and densely populated service area; at 5,600 people per square mile, the bike share service area has a greater population density than the city on the whole and exceeds the population density of the other largest cities in Ohio (Cincinnati has a population density of 3,700 persons per square mile). Table 13 provides a summary of select market demographics for each of the proposed market areas.<sup>37</sup>

<sup>37</sup> 2011 American Community Survey Data. US Census Bureau.



	Zone 1A	Zone 1B	Zone 2A	Zone 2B	Zone 2C	Cleveland
<b>Population</b>						
2010 Census population	21,000	30,000	31,500	18,500	41,000	397,000
<b>Employment</b>						
Jobs	103,000	57,500	10,000	9,000	15,000	263,000
<b>Race</b>						
White	37%	20%	64%	6%	72%	42%
Black	52%	74%	18%	89%	9%	51%
Asian	6%	4%	2%	2%	1%	1%
Hawaiian/Pacific Island	0%	0%	0%	0%	0%	0%
Other	2%	0%	12%	1%	13%	4%
Multiple Race	2%	2%	4%	1%	4%	2%
Hispanic	6%	1%	23%	2%	25%	7%
<b>Gender</b>						
Male	56%	46%	50%	44%	49%	47%
Female	44%	54%	50%	56%	51%	53%
<b>Age</b>						
Under 5	7%	7%	8%	11%	9%	8%
Age 5 to 17	12%	17%	20%	25%	21%	20%
Age 18 to 21	9%	11%	5%	6%	5%	6%
Age 22 to 29	18%	13%	14%	10%	12%	11%
Age 30 to 39	17%	13%	17%	12%	17%	15%
Age 40 to 49	14%	12%	14%	12%	14%	14%
Age 50 to 64	12%	12%	12%	11%	12%	13%
Age 65 and Over	10%	15%	9%	11%	10%	13%
<b>Housing</b>						
Units	9,500	20,000	17,500	10,000	20,000	217,511
Vacant	24%	16%	13%	22%	9%	12%
Owner Occupied	11%	22%	29%	14%	47%	43%
Renter Occupied	65%	63%	58%	65%	44%	45%
<b>Area</b>						
Square Miles	5.03	5.17	4.75	3.57	6.89	77.7
<b>Education Attainment</b>						
Less than HS diploma	27%	18%	27%	52%	34%	28%
H.S. Diploma/Equivalent	22%	31%	34%	27%	38%	38%
College Education	46%	36%	33%	21%	27%	29%
Advanced Degree	5%	11%	5%	0%	1%	5%
<b>Income</b>						
Average Income	23,000	21,000	26,000	20,000	27,000	29,000
Zero Car Households	63%	36%	28%	37%	20%	20%

Table 12 - Select Demographics for System Phases

The proposed bike share service area, while encompassing about 1/3 of the city area, comprises 36% of the population and 74% of the city's jobs. Additionally, the proposed market areas will help provide service to minority and low income communities which tend to be underserved in existing programs around the U.S. Zones 1A, 1B and 2B have significant majority non-white populations (63%, 80%, and 94% respectively). The market areas also capture above average number of households who rent (57% overall compared to city rate of 45%) as well as those without access to an automobile (Zones 1 and 2 have 37% and 25% zero car households respectively compared to the citywide rate of 20%).

Overall, the proposed market area provides the greatest opportunity to reach likely users while providing equitable opportunity for the system to be utilized by persons who can most benefit from low-cost transportation options for short trips. This includes persons of low to moderate incomes as well as a





large number of university age students who live in close proximity to Case Western Reserve and Cleveland State Universities.

## Market Analysis Community Suggested Station Locations

Of the more than 500 suggestions for station locations, the project team focused on the 432 that were located within the city of Cleveland for the feasibility study. It is noted that a significant number of station suggestions were in the communities adjacent to Cleveland and future efforts to expand bike sharing should explore multi-jurisdictional partnerships to consider these areas for future expansion.

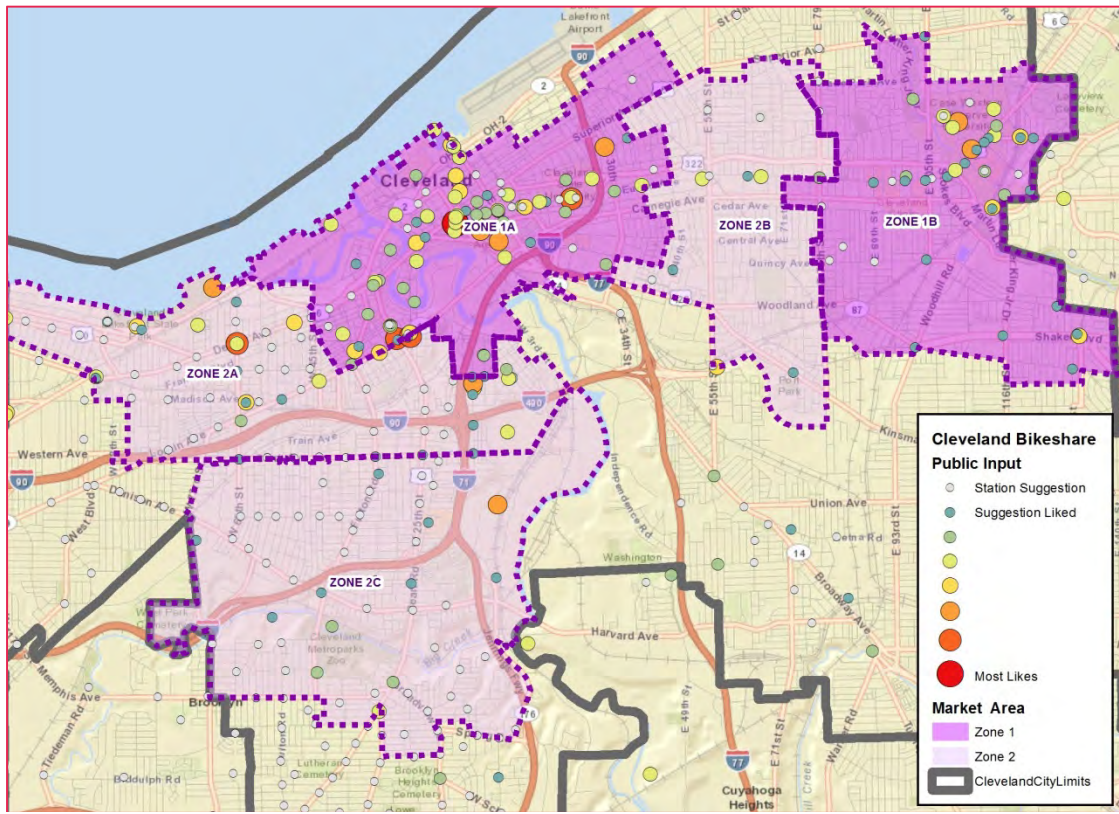
Analysis of the suggested station locations was helpful in defining the bike share market zones. Table 14 shows the percent of suggested station locations and likes for each of the proposed market areas compared to total suggestions in Cleveland. The market areas as proposed capture 64% of the suggested station locations within Cleveland. More significant is examination of the additional weight for station suggested represented in the number of people who choose to “like” a station location. When analyzing the “likes” for station suggestions, the proposed market areas capture 88% of the liked suggestions in the city of Cleveland, which suggests that the recommendations are in line with community expectations about where bike sharing makes the most sense.

<i>Market</i>	<i>Percent of Station Suggestions</i>	<i>Percent of Liked Suggestions</i>
Zone 1A	22%	46%
Zone 1B	11%	15%
Zone 2A	16%	21%
Zone 2B	3%	2%
Zone 2C	13%	4%
Zone 1	32%	61%
Zone 2	32%	28%
Total	64%	88%

Table 13 - Summary of Suggested Station Locations within the City of Cleveland



Figure 25 - Map of Suggested Station Locations and Proposed Bike Share Market Zones



*Challenges:*

- The two major core areas for Phase 1, Downtown and University Circle, are not contiguous, leading to a Phase 1 system that is not as dense as desired.

*Opportunities:*

- The proposed service area comprises of a large, diverse population with significant multi-use areas to set up the system for success.

*Conclusions / Recommendations:*

The Phase 1 area of a bike share system should comprise of Downtown Cleveland (Phase 1A) and University Circle (Phase 1B), filling out the surrounding areas in subsequent phases. As the system is implemented, ideally the system will be implemented at the higher station counts to ensure a higher density system that is more likely to be successful.



## Potential Funding Sources

There are significant public and private potential sources of funding for a bike share system for Cleveland.

### Public Sources:

#### Federal:

Unlike other modes of transit that have dedicated funding sources, bike share largely relies on discretionary grant programs such as CMAQ and TIGER for public funding. Many cities, including Washington DC, Chicago, Chattanooga, San Francisco, Pittsburgh and Las Vegas, have utilized or are utilizing CMAQ funding for bike share system implementation, both from FTA and FHWA. Such funding requires a local match, typically 20%. Matching funds can come from sponsorship or city funding.

#### State and City:

Although not as common as using federal funding, some cities have been able to use state and/or city funding for bike share. Columbus is using 100% city funding for their 300-bike system. Boston used some state funding for a portion of their capital costs.

### Private Sources:

There are many potential sources for sponsorship in Cleveland to help support capital and operations.

As indicated in the Stakeholder Input section, many potential stakeholders were interviewed or surveyed as to their potential interest in financial support of the system. Most expressed interest in and openness to the different opportunities, depending on the costs and assets involved.

For major funding, system sponsorship must be sought, and potential sponsors are typically larger companies or institutions. The following Fortune 500 companies are based in Cleveland:

- Progressive Insurance (#169, based in Mayfield)
- Parker Hannifin (#216)
- Sherwin Williams (#293)
- Cliffs Natural Resources (#366)
- Aleris (#494)
- KeyCorp (#499)

Other top employers include health care institutions such as Cleveland Clinic Health System, University Hospitals, Metro Health System. Educational institutions such as Case Western Reserve and Cleveland State can also be station sponsors for stations near their campuses. In addition, other employers such as International Management Group and Lincoln Electric may be able to help support the system. It will also be important for system administrators to reach out to companies located within the proposed phases of the program, which may serve as potential sponsors of a program. The following companies are located within the different phases of the program:

- Sherwin Williams (Phase 1A)
- Kaiser Permanente (Phase 1A and 1B)
- Medical Mutual of Ohio (Phase 1A)
- Cleveland Clinic Health System (Phase 1B)
- University Hospitals (Phase 1B)
- Case Western Reserve University (Phase 1B)



For support on operations once major funding is secured, there are numerous smaller businesses (or businesses who can't support a major sponsorship) that can help with station sponsorships and corporate memberships.

Some cities have also negotiated contracts where one side of the ad panel is sold to an outdoor advertising company, who in turn sells that space to advertisers. Such contracts have offered operations support or expansion to bike share systems.

*Challenges:*

- Finding funding for a bike share system requires time, effort and agency support to ensure success.

*Opportunities:*

- There are numerous potential public and private partners in the service area who may help sponsor the program Cleveland.

*Conclusions / Recommendations:*

The Task Force should create a non-profit organization whose responsibility is to fundraise and procure planning, operations and equipment for a bike share system.



## Feasibility Recommendation

The Challenges, Opportunities and Recommendations identified in this Feasibility Study are summarized below.

Item	Challenges	Opportunities	Conclusion / Recommendation
Geography, Climate and Land Use	Rivers, highways, and railroads cause some disconnection between neighborhoods	<ul style="list-style-type: none"> <li>Increased redevelopment</li> <li>Increased density and mixture of land uses</li> <li>Well-connected and relatively grid-like streets</li> <li>Generally flat topography</li> </ul>	There are no geographic or climatic challenges greater than in other cities
Demographics and Employment	<ul style="list-style-type: none"> <li>Lower median income than other Ohio cities</li> <li>Lower population density than other cities</li> <li>High proportion of minority populations.</li> </ul>	<ul style="list-style-type: none"> <li>High number of young, urban professionals and students</li> <li>City is affordable when looking at housing and transportation affordability</li> <li>Presence of many large employers,</li> </ul>	Overall demographic and employment statistics indicate a positive setting for a bike share system
Bicycle Infrastructure	<ul style="list-style-type: none"> <li>Bicycle network gaps</li> <li>Funding bicycle infrastructure</li> <li>Outdated bicycle infrastructure plans</li> <li>Connectivity between neighborhoods</li> </ul>	<ul style="list-style-type: none"> <li>Increasing bicycle mode share</li> <li>Increased investment in alternative forms of transportation</li> <li>Increased focus on connectivity to transit</li> </ul>	Undertake update of the city bicycle plan to address key issues and gaps
Public Transit	None identified	Connectivity to Transit	No significant challenges. GCRTA will be a great partner to the bike share system
Policies, Plans and Regulations	Several local ordinances, that may impact the ability to implement program	Overall political support for increased bicycling infrastructure	Local agency staff should review the aforementioned ordinances and regulations to prevent any potential conflicts
Public Input	Input predominantly from current cyclists who are most likely to support bike share	Significant support for bike share in Cleveland	There should be a larger effort to gain input from a wide range of Cleveland population, both cyclists and non-cyclists
Stakeholder Engagement	Concerns over available infrastructure, bicycling culture, weather conditions and road conditions	<ul style="list-style-type: none"> <li>Attract younger urban residents</li> <li>Connectivity to transit</li> <li>Environmental friendly</li> <li>Increase bicycle mode share</li> </ul>	Prioritize operations, organizational stability and sponsorship identification
Service Area	The two major core areas are not contiguous.	Large and diverse service area	Phase 1 area should comprise Downtown (Phase 1A) and University Circle (Phase 1B). Phasing should be contiguous and scaled
Funding Sources	Finding funding for a bike share system requires time, effort and agency support to ensure success.	Numerous potential public and private partners in service area who may help fund the program Cleveland	Create a non-profit organization whose responsibility is to fund and procure planning, operations and equipment for a bike share system.

Based on the evaluation above, it is our overall recommendation that bike sharing for Cleveland is feasible for a system of between 770 and 1,400 bikes and between 77 and 140 stations in 5 defined market areas. It is our conclusion that the largest obstacle is finding and/or creating organizational capacity and leadership to take on the responsibility of procuring and managing the system. The Implementation Plan includes more detail on organizational recommendations.



## Appendices

### Appendix 1 – Methodology of Study

Using data provided by the Office of Sustainability, The City Planning Commission, and The U.S. Census Bureau in March 2013, the consultant team constructed a demand analysis heat map depicting the areas in Cleveland that are more potential bike sharing program in the City of Cleveland. The demand maps were created by aggregating numerous factors relate to Bike Share and weighting each factor by its potential impact on Bike Share. Certain factors are area-based data (e.g. Census Blocks and Tracts). These data are assigned weights to the specific areas of the data that meet the criteria (e.g. 5 points are given to Census Tracts that have a Bike Mode share that is greater than 3.5%). Other factors are points or linear features. These factors are evaluated by creating buffers surrounding these features at pre-determined distances and assigning those buffers scores (e.g. Areas within .1 mile of a park are given 3 points, within .25 mile are given 1 point). When all of the factors have been evaluated and assigned points individually, they are combined via GIS Union into one feature. Then the scores are summed together in the table and this is the final Demand score that is represented on the map. The following table presents the full weighing scale:

Data Item	Point Allocation				TOTAL POINTS	Factor Weight
	Census Block	.1 mi	.25 mi	.5 mi		
High Employment	5	3	2	1	11	17%
RTA Station		5	4	1	10	16%
Mode share	5				5	8%
High Density Residential	5	2			7	11%
Existing Bicycle Network		4	2	1	7	11%
Funded Bicycle Network		3	1	1	5	8%
Income	3	2			5	8%
Medium High Density Residential	4				4	6%
Schools		3	1		4	6%
Parks		3	1		4	6%
Libraries/Community Buildings		2			2	3%



## Appendix 2 – List of Stakeholders Interviewed

The following is a list of stakeholders interviewed throughout the Summer of 2013 to gauge their perspective on bike share and the prospects for implementing a program in the City of Cleveland.

- Greater Cleveland Regional Transit Authority (RTA),
- Northeast Ohio Area Coordinating Agency (NOACA),
- Cuyahoga County
- Cleveland Complete and Green Streets Task Force
- St. Luke's Foundation
- Case Western Reserve University
- Cleveland State University
- University Hospitals
- Positively Cleveland
- PNC
- Cliffs Natural Resources, Inc.
- Geis / Hemingway Development
- Sisters of Charity Foundation
- Shaker Quality Autobody
- Cleveland Clinic
- Shaker Square Area Development
- Tremont West Development Corporation
- Group Plan Commission
- Cleveland Neighborhood Development Coalition
- MidTown Cleveland
- University Circle, Inc.
- Market Garden Brewery & Nano Brew Inc.
- Gateway Economic Development Corp.
- Trinity Cathedral
- Joy Machines Bike Shop
- The Coral Company
- Ohio City Incorporated
- Forest City Inc.
- KeyCorp
- The Cleveland Foundation



## Appendix 3 –Summary of Public Engagement Meeting Station Suggestions

The following is a summary list of possible station locations suggested by the public during the public meeting held on April 29, 2013.

### *Downtown*

Public Square – 6  
Cleveland Browns Stadium / Science Center – 3  
Progressive Field / Q – 2  
Cleveland State – 9  
City Hall / Convention Center – 5  
Prospect / Ontario – 4  
Warehouse District – 4  
East Bank Flats – 3  
West Bank Flats – 1  
Rock Hall – 3  
Euclid & E 4<sup>th</sup> – 2  
Euclid & E 5<sup>th</sup> – 2

### *Midtown*

Euclid & E 49<sup>th</sup> – 1  
Superior & E 32<sup>nd</sup> – 3  
Chester & E 32<sup>nd</sup> – 1  
Superior & E 55<sup>th</sup> – 1

### *Ohio City*

Lorain & W 25<sup>th</sup> – 11  
St. Ignatius (Fulton & W 32<sup>nd</sup>) – 12

### *Tremont*

Lincoln Park – 5  
Professor & Kenilworth – 2

### *University Circle Area*

Euclid & 90<sup>th</sup> – 1  
Chester & 89<sup>th</sup> – 1  
Little Italy – 1  
Cedar Hill – 2  
University Medical Center – 6  
Euclid Museums – 5  
CWRU – 14

### *Detroit Shorewood*

Detroit & W 65<sup>th</sup> – 15  
Detroit & W 75<sup>th</sup> – 5  
Edgewater Park – 3





## Appendix 4 – Online Survey and Summary of Results

The following is a summary of input received through the online survey that was linked to the Cleveland Bike Share Feasibility Study website [www.bikesharecleveland.com](http://www.bikesharecleveland.com)

### 1. Do you currently have access to a working bicycle?

Value	Count	Percent
Yes	626	77.70%
No	180	22.30%
Statistics		
Total Responses	806	
Skipped	6	
Unanswered	51	

### 2. How often do you ride a bicycle?



Value	Count	Percent
I don't currently bicycle	15	2.40%
A few times a year	130	20.90%
A few times a month	186	29.90%
A few times a week	213	34.20%
Daily	79	12.70%
Statistics		
Total Responses		623
Skipped		0
Unanswered		234

3. Which of the following best characterizes your bicycling behavior?

Value	Count	Percent
I am a seasonal bicyclist and prefer to ride when the weather is nice	491	78.90%
I am a year-round bicyclist and ride regardless of weather conditions	131	21.10%
Statistics		
Total Responses		622
Skipped		1
Unanswered		235

4. What types of trips do you currently use a bicycle for?




Value	Count	Percent
Work	264	42.40%
School	80	12.80%
Shopping	246	39.50%
Eating out	190	30.50%
Recreation	569	91.30%
Social visits	301	48.30%
Attending worship	27	4.30%
None	7	1.10%
Other	69	11.10%
Statistics		
Total Responses		623
Skipped		0
Unanswered		234

5. Have you had an opportunity to use an existing bike sharing system before?

Value	Count	Percent
Yes	243	33.20%
No	490	66.90%
Statistics		
Total Responses		733
Skipped		6
Unanswered		124



6. Do you think bike sharing is a good idea for the City of Cleveland?



Value	Count	Percent
Yes	695	94.80%
No	38	5.20%
Statistics		
Total Responses		733
Skipped		6
Unanswered		124

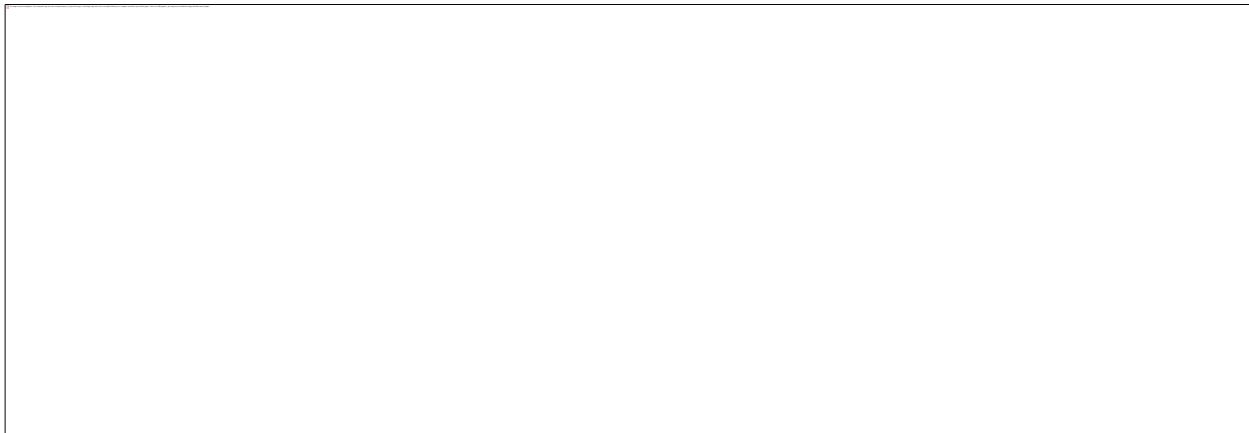
7. Please tell us why you think bike sharing is a good idea for the City of Cleveland.

(553 Responses supporting bike sharing as a good idea in Cleveland)

8. Please tell us why you don't think bike sharing is a good idea for the City of Cleveland.

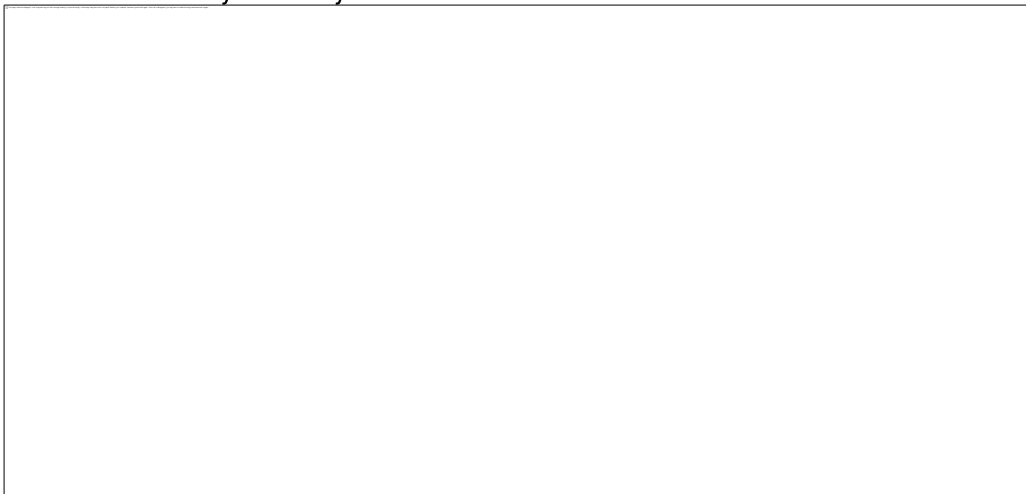
(38 Responses expressing concerns on why bike sharing is not a good idea for Cleveland)

9. If bike sharing were available throughout Cleveland, what types of trips do you think you would use it for?




Value	Count	Percent
Exercise	363	49.90%
Run errands	443	60.90%
Meeting family or friends	321	44.20%
Shopping or eating out	371	51.00%
Riding to RTA	286	39.30%
Going to work	239	32.90%
Going to school	133	18.30%
Going to meetings	246	33.80%
Don't know	48	6.60%
Other	97	13.30%
Statistics		
Total Responses		727
Skipped		12
Unanswered		130

10. About how often do you think you would use bike share?



Value	Count	Percent
Never	80	11.0%
Once a month	262	36.0%
Once a week	226	31.0%
Once a day	57	7.8%
More than once a day	18	2.5%
Other	85	11.7%
Statistics		
Total Responses		728
Skipped		11
Unanswered		129

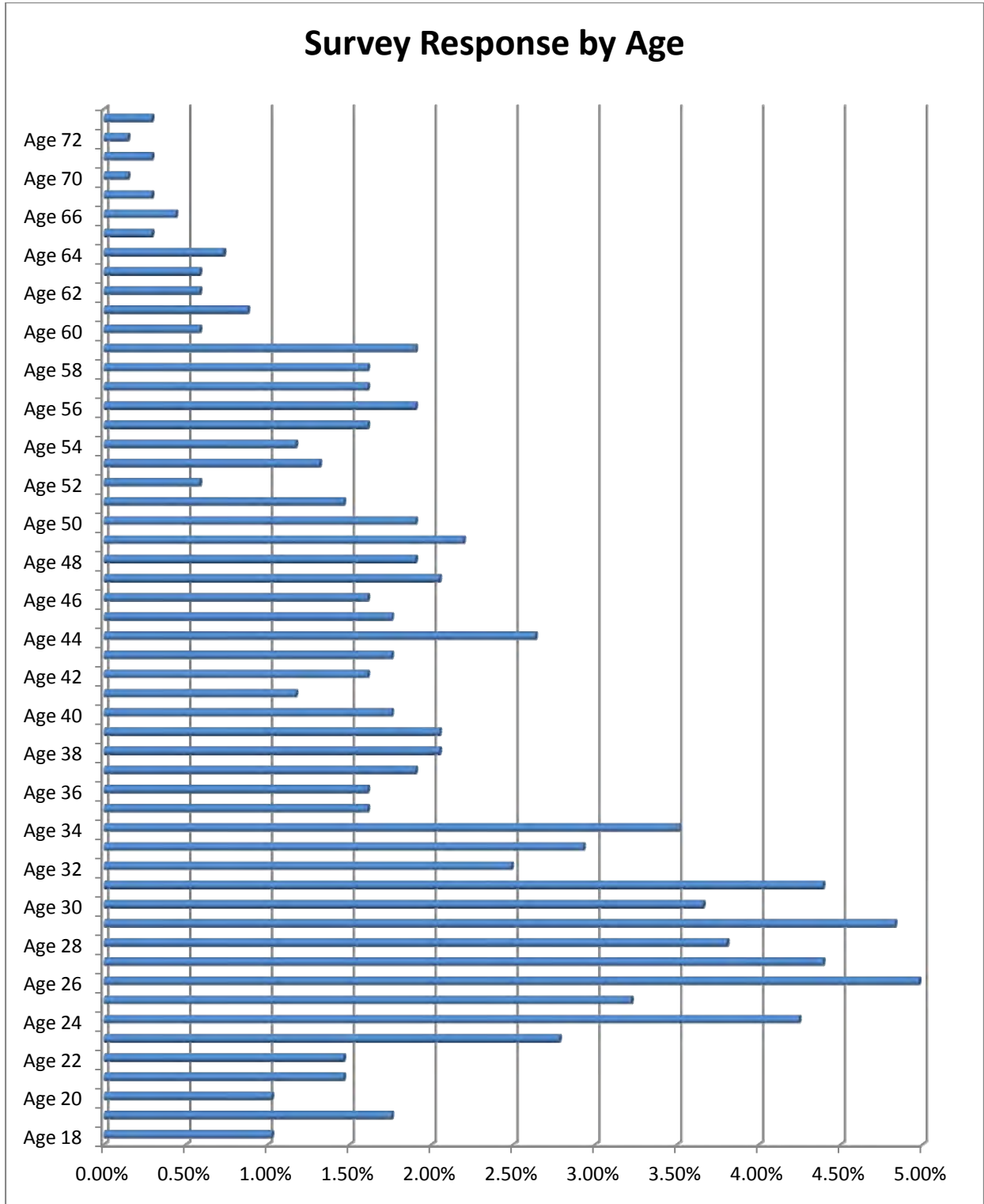


11. What price would make you likely to subscribe to bike share in Cleveland?

Type of Fee	Averages
Annual subscription fee:	Average Rank 76.29 <ul style="list-style-type: none"> <li>Count: 591</li> <li>Min: 0 / Max: 200</li> <li>StdDev:46.64</li> </ul>
Weekly subscription fee:	Average Rank 16.59 <ul style="list-style-type: none"> <li>Count: 514</li> <li>Min: 0 / Max: 105</li> <li>StdDev:13.05</li> </ul>
Daily or casual subscription fee:	Average Rank 7.98 <ul style="list-style-type: none"> <li>Count: 642</li> <li>Min: 0 / Max: 200</li> <li>StdDev:12.20</li> </ul>



## 12. Year of birth





### 13. Sex



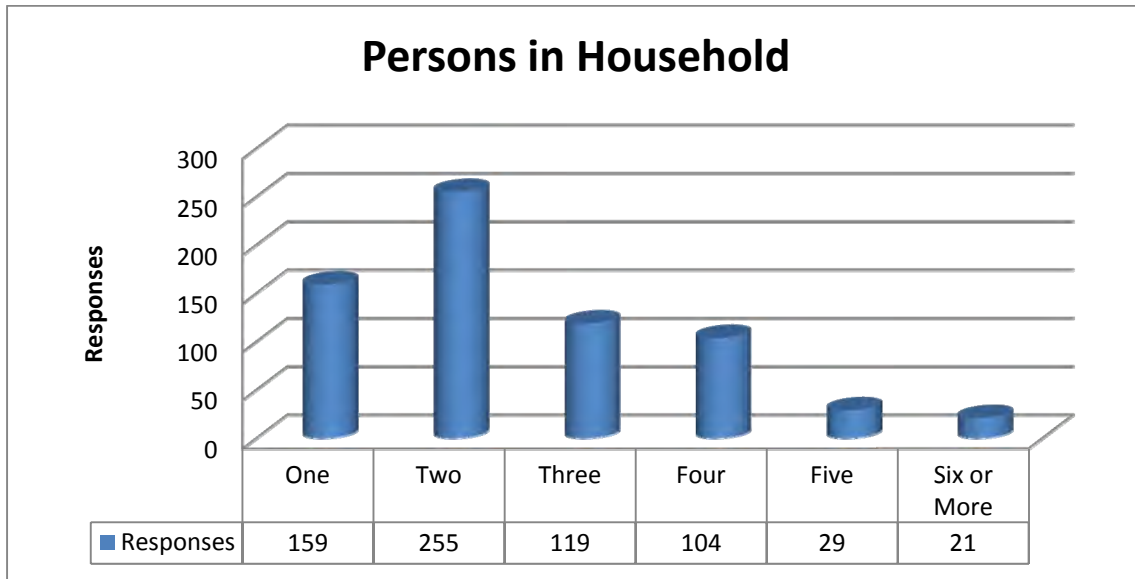
Value	Count	Percent
Male	346	48.8%
Female	363	51.2%

### 14. Self-Reported Ethnicity

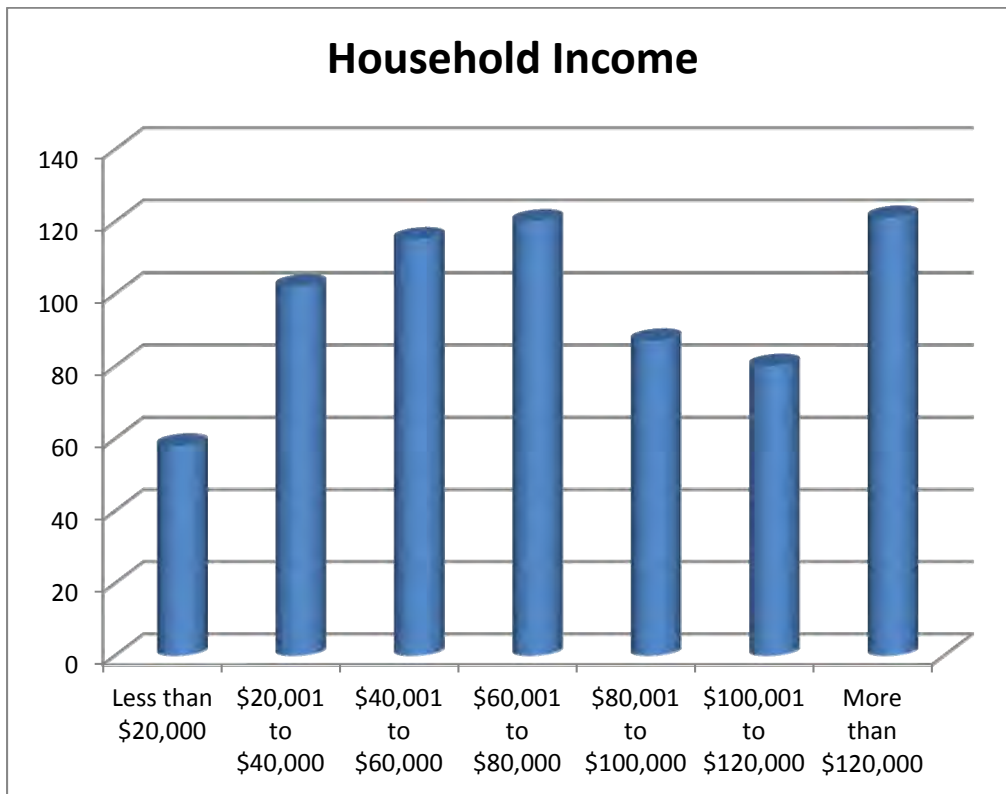
Value	Count	Percent
White or Caucasian	570	81.3%
Black or African American	55	7.9%
Hispanic or Latino	20	2.9%
Asian or Pacific Islander	24	3.4%
Native American Indian	2	0.3%
Other	30	4.3%
Statistics		
Total Responses		701
Skipped		18
Unanswered		156



15. How many people reside in your household?

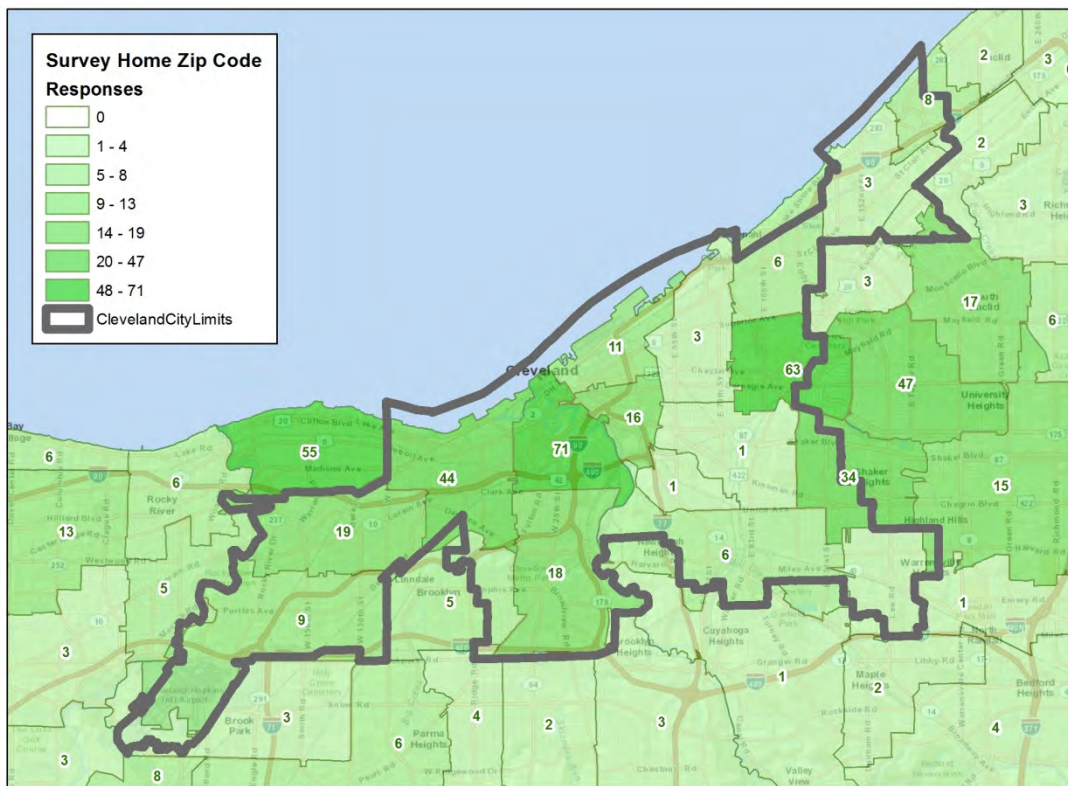


16. What is your annual household income?



Value	Count	Percent
Less than \$20,000	58	8.5%
\$20,001 to \$40,000	102	14.9%
\$40,001 to \$60,000	115	16.8%
\$60,001 to \$80,000	120	17.6%
\$80,001 to \$100,000	87	12.7%
\$100,001 to \$120,000	80	11.7%
More than \$120,000	121	17.7%
<b>Statistics</b>		
Total Responses		683
Skipped		36
Unanswered		174

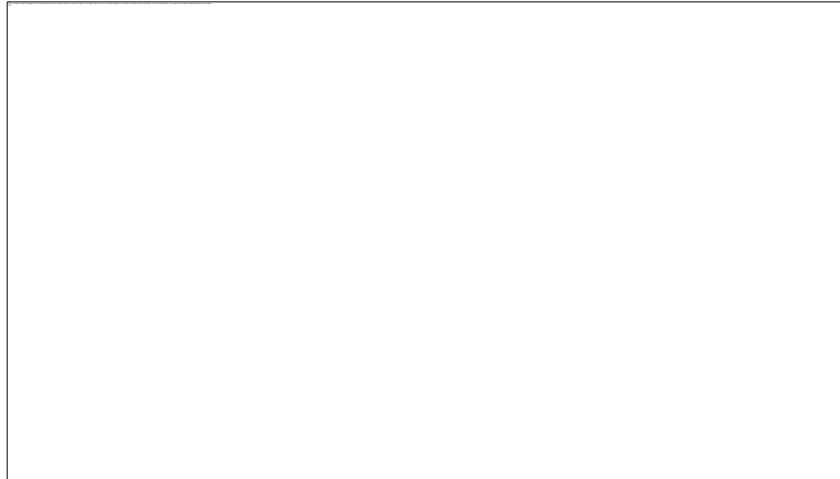
### 17. 5-digit zip code for your home address



On-Line Survey Response by Zip Code

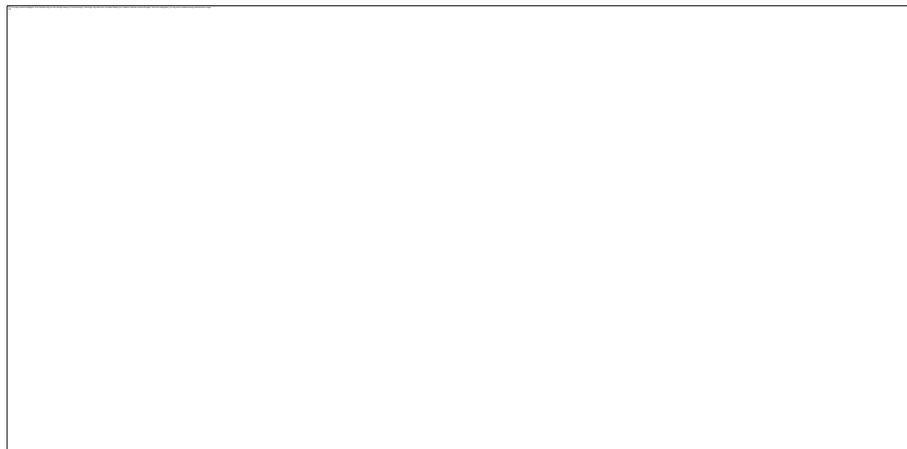


18. Are you currently employed?



Value	Count	Percent
Yes	616	87.1%
No	91	12.9%
Statistics		
Total Responses		707
Skipped		12
Unanswered		150

19. Are you currently enrolled in school?



Value	Count	Percent
Yes	152	21.5%
No	556	78.5%
Statistics		
Total Responses		708
Skipped		11
Unanswered		149



## Attachment B

### Federally Assisted Materials Purchase Contracts - Required Contract Provisions

**1. STATE EEO CERTIFICATION CLAUSE**

The hiring of employees for the performance of work under this contract shall be done in accordance with Ohio Revised Code sections 153.59 and 153.591, the Governor's Executive Order of January 27, 1972, including Appendices "A" and "B" and the Governor's amended Executive Order 84-9 of November 30, 1984. The successful contractor shall not discriminate against or intimate any person hired for the performance of the work by reason of race, color, religion, national origin, ancestry, sex or handicap. For any violation the contractor shall suffer such penalties as provided for in Ohio Revised Code section 153.60, the Governor Executive Order of January 27, 1972. The bidder also agrees that upon the award of this contract he shall incorporate this certification in all subcontracts on this project regardless of tier.

**2. NON-DISCRIMINATION/COMPLIANCE WITH APPLICABLE LAWS**

The Vendor, as a term of the Contract, shall comply with Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, any and all applicable Federal Executive Orders, any and all applicable Ohio Governor Executive Orders, and any and all other statutes, rules and regulations pertaining to non-discrimination. The Vendor further agrees that he/she is in compliance with the requirements of Ohio Revised Code Section 125.111.

**3. UNRESOLVED FINDING FOR RECOVERY**

The Contractor affirmatively represents to the LPA that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the LPA, or an action for recovery may be immediately commenced by the LPA and/or for recovery of said funds.

**4. ASSIGNMENT OF ANTITRUST CLAIMS IN STATE CONTRACT LANGUAGE**

The Contractor/Vendor should recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by ODOT and/or the LPA. As consideration for the Award of the Contract and intent to be legally bound, the Contractor acting herein by and through the person signing this contract on behalf of the Contractor as a duly authorized agent, hereby assigns, sells, conveys, and transfers to ODOT and/or the LPA any and all right, title and interest to any and all claims and causes of action the Contractor now has or hereafter requires under state or federal antitrust laws provided that the claims or causes of action related to the goods or services that are the subject to the contract. In addition, the Contractor warrants and represents that it will require any and all of its subcontractors and first tier suppliers to assign any and all federal and state antitrust claims and causes of action to ODOT and/or the LPA. The provisions of this article shall become effective at the time the LPA executes this contract without further acknowledgment by any of the parties.

All contracting entities shall assign their rights and responsibilities to ODOT and/or the LPA for all antitrust claims and causes of action regarding subcontractors.

**5. WORKERS' COMPENSATION:** Vendor shall be in compliance with all State and Federal laws pertaining to the type of service requested, such as Workers' Compensation. The County is hereby released from any and all liability for injury received by the Vendor, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this contract.

**6. POLITICAL CONTRIBUTIONS**

The Vendor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of the Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of the Ohio Revised Code Section 3517.13. The Vendor understands that knowingly making false statement

with regard to the aforementioned certification is, in itself, grounds for the rescission of this contract and may result in the loss of other contracts with the State of Ohio.

**7. STEEL AND IRON PRODUCTS MADE IN THE UNITED STATES**

Furnish steel and iron products that are made in the United States according to the applicable provisions of Federal regulations stated in 23 CFR 635.410 and State of Ohio laws, and ORC 153.011 and 5525.21. "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States. Both the State and Federal requirements contained in (A.) and (B.) of this section apply to this contract.

**A. Federal Requirements.** All steel or iron products incorporated permanently into the Work must be made of steel or iron produced in the United States and all subsequent manufacturing must be performed in the United States. Manufacturing is any process that modifies the chemical content; physical shape or size; or final finish of a product. Manufacturing begins with the initial melting and mixing, and continues through the bending and coating stages. If a domestic product is taken out of the United States for any process, it becomes a foreign source material.

**B. State Requirements.** All steel products used in the Work for load-bearing structural purposes must be made from steel produced in the United States. State requirements do not apply to iron.

**C. Exceptions.** ODOT may grant specific written permission to use foreign steel or iron products in bridge construction and foreign iron products in any type of construction. ODOT may grant such exceptions under either of the following conditions:

1. The cost of products to be used does not exceed 0.1 percent of the total Contract cost, or \$2,500, whichever is greater. The cost is the value of the product as delivered to the project.
2. The specified products are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet the requirements of the Contract Documents. ODOT may require the Contractor to obtain letters from three different suppliers documenting the unavailability of a product from a domestic source, if the shortage is not previously established.

**D. Proof of Domestic Origin.** Furnish documentation to the Engineer showing the domestic origin of all steel and iron products covered by this section, before they are incorporated into the Work. Products without a traceable domestic origin will be treated as a non-domestic product.

**8. NON -COLLUSION AFFIDAVIT**

In accordance with Title 23 United States Code, Section 112 and Ohio Revised Code, Chapter 1331 et. seq; and Sections 2921.11 and 2921.13, the bidder hereby states, under penalty of perjury and under other such penalties as the law provides, that he or his agents or employees have not entered either directly or indirectly into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

**9. CERTIFICATION AGAINST DEBARMENT AND SUSPENSION**

The bidder hereby certifies by signing this proposal that, except as noted below, under penalty of perjury and under other such penalties as the laws of this state and the United States of America provide, that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds is **not** currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds has **not** been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; that the company or any person associated therewith in the capacity of owner, partner, director, manager, auditor, or any position involving the administration of federal funds does **not** have a proposed debarment pending; that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator has **not** been indicted, convicted, or had a civil judgment rendered against the company, or themselves by a



court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are exceptions to any of the above clauses please include a statement with the bid package detailing these exceptions.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. Execution of this proposal on the signature portion thereof shall constitute also signature of this certification as permitted by Title 28 United States Code, Section 1746.

# Attachment C

## Electronic Form FHWA 1273 – May 1, 2012

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

## ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil

Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work

classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### **IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### **1. Minimum wages**

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or



mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth

in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) The prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) The prime contractor remains responsible for the quality of the work of the leased employees;
- (3) The prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) The prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended,



declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



RQ  
Cuyahoga County  
Mandatory Vendor Compliance Form  
(C.C.C. § 501.15 and 501.19)

***By initialing next to each requirement below and by affixing my signature at the end of this document, I hereby certify that I or the company that I am authorized to represent (the "vendor") is in compliance with each requirement listed below and shall remain in compliance at the time of execution of a contract with the County. Failure to initial next to each and every requirement below may result in disqualification and/or rejection of the bid/proposal/statement of qualifications/offer. If any material breach of the certifications required below occurs during the contract performance by the vendor, the County may exercise any or all contractual remedies, including, but not limited to, contract termination for cause.***

<b>You MUST initial in the right hand column next to each criteria to certify compliance</b>	<b>INITIAL</b>
1 Vendor is in compliance with Ohio's Drug-Free Workplace requirements, including, but not limited to, maintaining a substance abuse policy that its personnel are subject to on the contract (the successful vendor shall provide this policy upon request).	1
2 Vendor does not have an Experience Modification Rating greater than 1.5 with respect to the Bureau of Workers Compensation risk assessment rating.	2
3 Vendor is in compliance and will remain in compliance with Federal and Ohio Equal Opportunity Employment Laws.	3
4 Vendor will pay the prevailing wage rate and comply with other provisions set forth in Sections 4115.03 through 4115.16 of the Ohio Revised Code and Sections 4101:9-4-01 through 4101:9-4-28 of the Ohio Administrative Code, including, but not limited to, the filing of certified payroll reports.	4
5 Vendor has not been debarred from public contracts for prevailing wage violations or found or determined by the state to have underpaid the required prevailing wage, whether intentionally or unintentionally, even if settled subsequent to the finding, more than three (3) times in the last ten (10) years, provided that, when aggregating for any single project, no finding of an underpaid amount of less than \$1,000.00 shall be considered, and no single finding based upon a journeyman-to-apprenticeship ratio shall be considered a violation of this provision unless as part of multiple, similar findings.	5
6 Vendor has not been penalized or debarred from any federal, state, or local public contract or falsified certified payroll records, or has otherwise been found, after appeals, to have violated the Fair Labor Standards Act in the past seven (7) years, or during the vendors' entire time of doing business, if less than seven (7) years.	6
7 Vendor has not had the professional license of any of its employees revoked for malfeasance or misfeasance.	7
8 Vendor has not violated any unemployment or workers compensation law during the past five (5) years, or during the vendor's entire time of doing business, if less than five (5) years.	8
9 Vendor does not have final, unsatisfied judgments against it which in total amount to 50% or more of the contract amount.	9
10 Vendor will utilize, for work performed under the contract, supervisory personnel that have three (3) or more years of experience in the specific trade and who maintain the appropriate state license(s), if any.	10
11 Vendor is properly licensed to perform all work as follows: (1) if performing a trades contract, shall be licensed pursuant to Ohio Revised Code Section 4740 as a heating, ventilating, and air conditioning contractor, refrigeration contractor, electrical contractor, plumbing contractor, or hydronics contractor; (2) if performing work regulated under Section 3737.65 of the Ohio Revised Code, be certified by the State Fire Marshall; and (3) if performing work under any other trade, occupation, or profession licensed under Title 47 of the Ohio Revised Code, be licensed for that trade, occupation, or profession as provided in the Ohio Revised Code. If the applicable contract does not involve any of the above-described work, Vendor shall place "N/A" and his/her initials in the box to the right.	11
12 Vendor will, if performing a trades contract pursuant to Ohio Revised Code Section 4740, not subcontract more than twenty-five percent (25%) of the labor, excluding materials, for its awarded contract, unless to subcontractors also licensed pursuant to Ohio Revised Code Section 4740 or certified by the State Fire Marshall pursuant to Ohio Revised Code Section 3737.65. If the applicable contract does not involve this type of work, Vendor shall place "N/A" and his/her initials in the box to the right.	12
13 Vendor will provide access as needed and allow the Agency of the Inspector General to perform the functions provided for in Section 4.12 of the Contracting Ordinance.	13
14 Vendor will require all of its subcontractors, at the time of execution of a subcontract, to make all of the certifications required within this form, except for certification numbers 7, 8, and 10. If the applicable contract does not involve the use of subcontractors, Vendor shall place "N/A" and his/her initials in the box to the right.	14
15 Vendor has met and will comply with all provisions of state law relating to ethics. Vendor has also met and will comply with all applicable Cuyahoga County Ordinances, including, but not limited to, the Ethics Ordinance, Inspector General Ordinance and the Contracting Ordinance.	15
16 Neither Vendor nor any of its owners, principals, and senior management are delinquent on any taxes or court costs in Cuyahoga County.	16

**Printed Name:** \_\_\_\_\_ **Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



NON-COLLUSION AFFIDAVIT

Requisition No. \_\_\_\_\_

\_\_\_\_\_ being first  
duly sworn, deposes and says that he/she is

\_\_\_\_\_  
(sole owner, partner, president, etc.)

making the forgoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or that such other person shall refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder or to fix any overhead, profit or cost element of said bid price or for that of any other bidder, or to secure any advantage against the County of Cuyahoga or any other persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further that such bidder has not, directly or indirectly submitted this bid; or contents thereof, or divulged information relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
AFFIANT

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
in \_\_\_\_\_ (City/Village/Township), County of \_\_\_\_\_, State of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

My commission expires:  
\_\_\_\_\_

OPD 11-10-12

Print or type  
See Specific instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
☐ Individual/sole proprietor or single-member LLC  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
☐ Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**  
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.  
**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

**Part II Certification**  
Under penalties of perjury, I certify that:  
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and  
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and  
3. I am a U.S. citizen or other U.S. person (defined below); and  
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.  
**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**

Signature of U.S. person ▶

Date ▶

**General Instructions**  
Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).  
**Purpose of Form**  
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:  
• Form 1099-INT (interest earned or paid)  
• Form 1099-DIV (dividends, including those from stocks or mutual funds)  
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)  
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)  
• Form 1099-S (proceeds from real estate transactions)  
• Form 1099-K (merchant card and third party network transactions)  
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)  
• Form 1099-C (canceled debt)  
• Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.  
By signing the filled-out form, you:  
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),  
2. Certify that you are not subject to backup withholding, or  
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and  
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Cat. No. 10231X**  
**Form W-9 (Rev. 12-2014)**

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.



**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

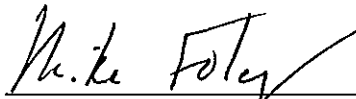
Cuyahoga County Department of Sustainability / Bike Cleveland agreement regarding selection of Bike Sharing operator and RFP process.

Pursuant to our discussions, this agreement spells out how the operator of the Cleveland Bike Sharing program will be chosen.

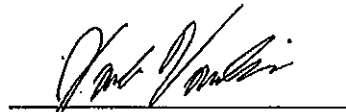
BIKE Cleveland will facilitate the RFP process for securing an operator for the Bike Sharing program in Cuyahoga County. The RFP will broadly conform to requirements that Cuyahoga County itself uses in its procurement process for Federal projects. Additionally Cuyahoga County will have at least three individuals on the review committee to determine the successful bidder to be the operator of the Bike Sharing program.

Cuyahoga County will sign an LPA agreement with ODOT for the portion of funds being used to operate the Bike Sharing program. No rights or responsibilities outlined in the LPA agreement shall be transferred over to Bike Cleveland throughout the terms of this LPA agreement.

Agreed to on this 20<sup>th</sup> day of August, 2015.



Mike Foley, Director  
Cuyahoga County Dept. of Sustainability



Jacob VanSickle, Exec. Director  
Bike Cleveland