BID ADVERTISEMENT FOR THE WEEKS OF

October 28, 2026 & November 4, 2026

BID OPENS – WEDNESDAY, NOVEMBER 18, 2026

FILE NO. 119-26 Street Lighting Materials
FOR THE DIVISION OF CLEVELAND PUBLIC POWER FOR THE DEPARTMENT OF PUBLIC UTILITIES, AS AUTHORIZED BY ORDINANCE 129.26. PASSED SEPTEMBER 21, 1992.

There will be a NON-MANDATORY Pre-Bid Meeting, Friday, November 6, 2026 at 10:00 a.m. Via Microsoft Teams. To call into meeting, dial in 1-929-352-1743, Access Code 566 738 966#.

Note: Bid must be delivered to the Office of the Commissioner of Purchases and Supplies, Cleveland City Hall, 601 Lakeside Avenue, Room 128, Cleveland, Ohio 44114 before 12 o'clock noon (Eastern Time).

CITY OF CLEVELAND, OHIO

DEPARTMENT OF FINANCE

DIVISION OF PURCHASES AND SUPPLIES

INVITATION TO BID

INVITATION TO BID AND FORMAL BID PACKAGE
TABLE OF CONTENTS

ITEMS	SEQUENCE ORDER NUMBER
Authorizing Ordinance	1
Bidder's Checklist	2
Instructions to Bidders (Part A)	3
W-9 Form	4
Vendor Information Form	5
Bidder's Affidavit	6
Bid Bond	7
Bid Form	8
Bid Schedule of Items (Price Sheets)	9
General Conditions (Part B)	10
Specifications/Description of Products and/or Secvices (Supplemental Sections C, D, etc.)	11
Nothern Ireland Form	12
Prevailing Wage, Davis Beacon or Living Wage (If applicable)	13
Fannie M. Lewis, Chapter 188 (If applicable)	14
Office of Equal Opportunitay Notice to Bidders, Chapter 187	15
Office of Equal Opportunity Clause	16
OEO Participation Form	17
OEO Schedules Checklist	18
OEO Schedules 1- 4	19
Subcontracting Participation or Waiver Form	20
OEO Submission Schedule	21

CITY OF CLEVELAND
Department of Finance
Division of Purchases and Supplies
City Hall, Room 128
Cleveland, Ohio 44114
216-664-2620

AUTHORIZING ORDINANCE
AS PUBLISHED IN THE CITY RECORD

129.26 Purchase of Poles, Wire, Transformers, and Other Equipment

The Director of Public Utilities is authorized to enter into one (1) or more standard purchase or requirement contracts duly let to the lowest and best bidder after competitive bidding for utility poles and crossarms, cable and wire, transformers, high voltage switching equipment, meters and metering equipment, streetlighting materials, manholes, rings and covers, all as deemed by the Director of Public Utilities to be necessary to the operations of the Division of Cleveland Public Power. Any purchase made pursuant to this section shall be made by the Commissioner of Purchases and Supplies and paid from the annual appropriations made for such purpose.

(Ord. No. 1630-92. Passed 9-21-92, eff. 9-25-92)

City of Cleveland

DEPARTMENT OF FINANCE
PAUL C. BARRETT
DIRECTOR

DIVISION OF PURCHASES AND SUPPLIES
TIFFANY JOHNSON
COMMISSIONER

BIDDER'S CHECK LIST

The City of Cleveland requires that each bid submitted must comply with certain legal requirements to be considered a valid and formal bid. The checklist below is provided to assist in avoiding rejection of your bid due to omission of required information or forms.

CHECK WHEN COMPLETED

A. Bid/Schedule of Items

____ 1. Is (are) the bid page(s) completed as required **and** signed in the upper right-hand corner?
____ 2. Are all prices (whether Unit, or Gross and extensions) clearly and accurately presented?
____ 3. Is the delivery time stated? Is the payment discount given?

B. Bid Bond

____ 1. Is the bond made out in the names of and signed by both the principal **and** surety?
____ 2. Is the bond amount sufficient for the amount of the bid?
____ 3. Is there a power of attorney attached to the bond?

C. Bid Check (if submitted in lieu of Bid Bond)

____ 1. Is the check in an amount sufficient for the amount of the bid?
____ 2. Is the check either properly certified or a cashier's check?
____ 3. Is the Check made payable to: THE CITY OF CLEVELAND?

D. Bid Form (not to be confused with the Bid Bond)

____ 1. Is all the required information given?
____ 2. Is the form signed?

E. Affidavit

____ 1. Does the affidavit contain all the information required ON BOTH SIDES?
____ 2. Is it properly Signed? Is it properly notarized by a Notary Public?

F. Contract Compliance Certifications for Bid Consideration

____ 1. Do you have questions about a contract compliance certification number or a CSB/ minority/female business enterprise certification number, contact the Office of the Director of Equal Opportunity for further information (Phone 216/664-4152).
____ 2. Is your contract compliance certification certificate, statement of deemed compliance, or an application for certification included in the bid?
____ 3. If you are a Minority/Female/Cleveland Small Business Enterprise and or Local Producer/ Local Sustainable Business, do you include your MBE/FBE/LPE/SUBE certification certificate, or a completed application therein?
____ 4. Did you read and complete OEO Schedules 1-4? Did you include signed Schedule 3's from all certified subcontractors?

G. Bid Envelope

____ 1. Is the envelope identified with the correct title of the bid and the due date?
____ 2. Is the envelope securely sealed?

H. Performance Bond

____ 1. Will you be able to furnish the required Performance Bond referred to in paragraph A-8 of INSTRUCTIONS TO BIDDERS, and/or in paragraph B-8 of General Conditions?
____ 2. Notice: A certified or cashier's check **is not acceptable in lieu of a Performance Bond!**

I. **Federal Tax ID Form**

____ 1. Is all the required information given?

____ 2. Is the form signed?

J. **Northern Ireland Fair Employment Practices Disclosure**

____ 1. Is all the required information given?

____ 2. Is the form signed?

K. **Project Plan**

____ 1. Is all the required information given?

L. **Contractor Qualifications**

____ 1. Is all the required information given if requested?

M. **Additional Information:**

____ 1. **Wage Theft and Payroll Fraud Disclosure**
Is the form signed and returned?

____ 2. **Project Labor Agreement (If included in the invitation to bid)**

Because of the large variety of commodities, services and improvements required by the City, additional information is often requested in a format not listed above. In such a case, please review your bid carefully to verify that you have accurately and completely supplied all such data. Should you have any questions, please call the Division of Purchases and Supplies (216/664-2620) for clarifications

INSTRUCTIONS TO BIDDERS

A-1 INVITATION TO BID

Sealed bids endorsed as designated in the "Title of Bid" section of the bid sheet(s) will be received at the Office of the Commissioner of Purchases and Supplies, Room 128, Cleveland City Hall, Cleveland, Ohio 44114, until 12:00 o'clock noon, official time, on the date indicated in the "Bid Opening" section of Page 1 of the bid page(s) and thereafter will be publicly opened and read in Room 128.

A-2 FORM OF BID (BID FORM)

a. Every bid must be made upon the blank form of bid attached hereto.

b. Each bid must be clearly signed with the full name and address of every person, firm or corporation interested in such bid, followed by the date of such signing, in the space provided at the bottom of the bid form. If more than one person, firm or corporation has an interest in such bid, then the full name and address of each person, firm or corporation must be clearly signed on said bid. If the bidder is a partnership, the firm name and address, as well as the name and address of each individual partner must be given. If the bidder is a corporation, the name of the corporation, the name and title of the officer duly authorize to sign for the corporation, the business address of such officer and the name of the state in which the corporation is incorporated must be given.

c. The bidder shall insert the amount of the bid bond, certified check or cashier's check in the space provided in the bid form.

d. The bidder agrees to be bound by his bid from the time the bid is submitted until the earlier of the date stipulated by such bidder or the fourth regular meeting of the Board of Control after the bid submission date unless such time is extended by agreement between the bidder and the Board.

A-3 BIDDERS AFFIDAVIT

Each bidder shall submit with its bid an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further stating that no such money or reward will be hereafter paid. <u>This affidavit must be on the form which is hereto attached.</u>

A-4 BID BOND: CERTIFIED OR CASHIER'S CHECK

Each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in Ohio, or by a cashier's check or certified check on a solvent bank, which bond or check shall be in the sum of five percent (5%) of the amount of the bid, except that with bids for purchase contracts not in excess of Fifty Thousand Dollars ($50,000). Said bond or check shall be given as security that if the bid is accepted a contract will be entered into and the performance of it properly secured.

A-5 DISPOSITION OF BID BOND, CERTIFIED OR CASHIER'S CHECK

a. When the bid is accepted, the bid bond, certified or cashier's check will be returned after the contract has been signed and the performance bond, if required, has been submitted to, and approved by, the City.

b. If the successful bidder fails to enter into a contract, the bid bond, certified or cashier's check shall be forfeited and the principal amount of the bid bond shall be paid to the City, or the check shall be surrendered to the City as the agreed amount of liquidated damages.

c. The bid bond, certified or cashier's check of the next lowest and best bidder will be retained until the lowest and best bidder has signed and secured the performance of its contract. If such lowest and best bidder fails to do so, the security of the next lowest and best bidder shall continue to be retained until it properly secures the contract awarded it. If such next lowest and best bidder defaults, the principal amount of its bid bond, or check shall also be forfeited to the City as liquidated damages.

d. When a bid is rejected, the bid bond or check will be released or returned, respectively, to the bidder.

A-6 EXPLANATIONS WRITTEN OR ORAL

Any bidder finding a discrepancy or omission in the specifications or having any doubt as to their meaning, shall immediately notify the Commissioner of Purchases and Supplies, in writing. The Commissioner will respond by sending written notices or instructions to all bidders. The City will not be responsible for any oral instructions.

A-7 PRICE BIDS AND DISCOUNTS

a. Unit Prices

In the Schedule of Items the bidder must give the unit price stated in figures of every item bid, in the space so provided.

b. Trade Discounts

When the bidder offers a trade discount, the amount of such discount shall be stated on the Schedule of Items bid.

c. Catalog Pricing

Where the bidder submits its quotation by filing its catalog price list and discount, such documents shall be part of the bid and must be separately signed by the same person and in the same manner as on the bid form.

A-8 BIDDER'S DESCRIPTION OF ITEMS

a. Each bidder shall, in its bid, describe completely the goods or services it proposes to furnish in response to and under the terms of the bid.

b. The Commissioner of Purchases and Supplies may require a bidder to furnish additional information and/or specifications concerning items to be purchased under the terms of the bid.

A-9 MANUFACTURER'S NAME

a. The use of a manufacturer's or a trade name in the specifications is solely for the purpose of designating a standard of quality and type and for no other purpose.

b. Every bidder shall state in its Schedule of Items bid the manufacturer's and the trade name, if any, of each item they propose to furnish.

A-10 SAMPLES

If the commissioner of Purchases and Supplies requests, a bidder shall provide samples of the items it proposes to furnish if awarded a contract pursuant to its bid.

A-11 TIME OF DELIVERY

Bidder must state in its bid the time, in calendar days, within which it will deliver the item(s) bid unless stated differently in the specifications.

A-12 PAYMENT DISCOUNT WHEN USED TO DETERMINE LOWEST AND BEST BID

a. In determining the lowest and best bid, the City will consider all bids on a basis of the net price to be paid after deduction of the discount specified; except that if the terms of payment specified by the bidder require payment in less than thirty (30) days from the date of the invoice, the discount offered will not be deducted from the price stated in the bid to determine the lowest and best bidder, and the bid will be considered only on the basis of the unit price actually named in the bid. But if, notwithstanding the provisions of this paragraph such bid is determined to be the lowest and best bid, the City reserves the right to accept the terms named in the bid if such terms are to the advantage of the City as a basis for payment of invoices only, but not in any case as a basis for determining the lowest and best bidder.

b. The City will take a discount of two percent (2%) on payments made within thirty (30) days from receipt of articles, commodities, materials, supplies, equipment or services, unless the bidder indicates otherwise on the space provided on the Schedule of Items bid.

PARAGRAPHS A-13 THROUGH A-15 APPLY ONLY IF THE "REQUIREMENT CONTRACT" BLOCK IS CHECKED ON PAGE 1 OF THE *SCHEDULE OF ITEMS* AND ON THE *BID FORM.*

A-13 REQUIREMENT CONTRACT DEFINED

a. A requirement contract is a contract under which the contractor has a duty to provide the City's requirements during the contract term for all articles, commodities, supplies, materials, equipment and/or services set forth in the bid and required by the City's authorized users of the items approved for contract.

b. A contract awarded under this bid will be termed a requirement contract.

A-14 PURCHASES UNDER A REQUIREMENT CONTRACT

a. Under a requirement contract, a contractor shall supply all the City's requirements during the term for the articles, commodities, supplies, materials, services or equipment set forth in the *Invitation to Bid.* See **GENERAL CONDITIONS,** Section B-24, **Duration of Contract.**

b. If the *Schedule of Items* in the *Invitation to Bid* is marked "requirement contract," then all quantities stated in the *Schedule of Items* are the City's good-faith estimates only. The City shall place each order under the

contract, whether singly or cumulatively more or less than the estimated quantities set forth in the *Schedule of Items*, by a Delivery Order against the contract and separately certified.

A-15 LIMITATION OF PERIOD OF CONTRACT

If the proposed duration of the contract would deprive the City of the best available market price, the bidder may offer an alternate bid as to duration of the contract, setting forth in the bid the longest period of time it can furnish and deliver the proportionate amount of items at the firm price set forth in the bid. No other provision of the Invitation to Bid shall be subject to an alternate bid unless specifically requested.

A-16 BID DISCOUNTS - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS ($50,000).

a. Bid Discounts under Sections 187.03 and 187.05. If the bid of any prime contractor that is a CSB, MBE, FBE or a CSB, MBE or FBE joint venture is no more than five percent (5%) higher than the lowest actual bid for a contract that is not from a CSB, MBE, FBE or a CSB, MBE or FBE joint venture, the contracting department shall apply a Bid Discount of five percent (5%) to the CSB, MBE, FBE or CSB, MBE or FBE joint venture bid for the purpose of establishing a Comparison Bid. The City of Cleveland shall use the following ranking in determining who receives the preference:

1. Where the disparity study has determined that a disparity exists, the bid discount shall go to the bidders who are certified by the City as members of the specific MBE/FBE group for which the proven disparity exists. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
2. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, the bid discount shall go to certified CSB bidders certified by the City as located within the city limits of Cleveland. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
3. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, and no bids were received from certified CSB firms certified by the City as located within the city limits of Cleveland, the bid discount shall go to Certified CSB bidders certified by the City as located within Cuyahoga County. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
4. In addition to any bid discounts at the prime contractor level, all prime contractors shall receive a bid discount of 5% of the total dollar amount of all CSB, MBE and/or FBE certified by the City that the prime contractor properly documents as subcontractors in their bid, for the purpose of establishing a Comparison Bid.
5. The total Bid Discount awarded to any bidder on a bid pursuant to Sections 187.03 and 187.05 shall not exceed $50,000.00.

b. Bid Discounts under Section 187A.02(a): Application of Bid Discount - A Contracting Department shall apply a Bid Discount of two percent (2%) to a bid received from a Local Producer (LPE); two percent (2%) to a bid received from a Local Food-Producer (LPE); and two percent (2%) to a bid received from a Local Sustainable Business (SUBE); provided that the maximum total Bid Discount applied under Section 187A.02 (a) shall not exceed four percent (4%). Bid Discounts applied under Section 187A.02 (a) shall be in addition to any Bid Discount applied under Sections 187.03 and 187.05. The maximum amount of any Bid Discounts applied under this Section 187A.02 (a) shall not exceed $50,000.

c. Maximum Cumulative Amount of All Bid Discounts:

The maximum cumulative amount of all Bid Discounts that may be applied to the bid under Sections 187.03, 187.05, and 187A.02 shall not exceed $75,000.00, or nine percent (9%), whichever is lower.

d. Comparison Bid to Determine Lowest and Best Bidder:

The City shall determine the Comparison Bid by totaling all applicable Bid Discounts under Sections 187.03, 187.05, and 187A.02. The City shall use the Comparison Bid in determining the lowest and best or lowest responsible bidder for the purpose of awarding the contract. If more than one CSB, MBE, FBE, LPE, SUBE or CSB, MBE, FBE LPE, SUBE joint venture prime contractor in the respective category submits a bid that is no more than five percent (5%) higher than the lowest actual bid that is not from a CSB, MBE, FBE, LPE, SUBE or from a CSB, MBE, FBE, LPE, SUBE joint venture, the contracting department shall recommend the CSB, MBE, FBE, LPE, SUBE, or CSB, MBE, FBE,LPE, SUBE joint venture submitting the lowest bid, after the inclusion of all applicable prime and subcontractor discounts, as the lowest and best or lowest responsible bidder.

The City shall use the Comparison Bid amount determined by applying the bid discounts described in Articles A-16A. and A-16B. above for evaluation purposes only; the City shall use the actual bid amount for the purposes of bid approval and contract award.

e. City of Cleveland Certification required: For the purpose of determining a bidder's eligibility for bid discounts, the City shall only consider bidders with valid certificates issued by the City of Cleveland's Office of Equal Opportunity. The certifications must be active on the date and time of the deadline for bid submission. Expired certification holders and pending certifications cannot be considered for calculation of bid discounts. Certifications from other public or private entities cannot be considered.

A-17 Good Faith Participation - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS ($50,000).

Bidders are required to actively participate and demonstrate good faith in attempting to meet all OEO goals for this procurement. A good faith effort to meet certified CSB, MBE, and/or FBE subcontractor participation goals as established in this contract is of the essence of the contract.

Good faith participation shall include:

1. Active cooperation in making and documenting a serious effort to gain and maintain participation from certified businesses at or above the specific goals set for this procurement;
2. Achieving or exceeding the CSB/MBE/FBE goals set for this particular procurement and/or documenting the practical steps taken by the bidder in attempting to comply;
3. Active attendance and participation in all prebid meetings, Notice to Proceed meetings, and progress meetings during the contract;
4. Active compliance and cooperation with Project Monitors from OEO and/or the Department; and,
5. Timely and accurate submittals of all required forms, including, but not limited to, electronic monitoring forms, employment reports and certified payrolls if applicable.

The final determination of good faith effort shall be made by the Office of Equal Opportunity based upon each bidder's actions as documented in the required forms and as verified by OEO follow up.

A-18 Cleveland Area Business Code Notice to Bidders & Schedules - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS ($50,000).

Sections 187 and 187A of the Codified Ordinances of the City of Cleveland Ohio, the Cleveland Area Business Code, in its entirety, whether reproduced in whole or in part within these documents, as well as the Cleveland Area Business Code Notice to Bidders & Schedules included in this bid document, shall become part of any contract awarded pursuant to this Invitation to Bid. Compliance with Section 187 and 187A is of the essence of the contract.

A-19 SUBCONTRACTING:

a. Any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed bid. Include all proposed subcontractors on OEO Schedule 2. A Schedule 3 is also required for each proposed subcontractor that is CSB, MBE, FBE, LPE, or SUBE certified. However, a Schedule 3 is not required for proposed subcontractors who are not City-certified as a CSB, MBE, FBE, LPE, or SUBE.

b. If OEO Schedule 2 is not included in the bid documents, you must submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on the contract.

c. All proposed subcontractors listed in your bid must receive written Board of Control approval in advance. The subcontractors you propose in your sealed bid will be considered the subcontractors that you will use in the contract if awarded to you. See Article B-11 regarding the City's Sub-contractor Addition and Substitution Policy and Procedure. The City also reserves the right to approve an award, but not approve a proposed subcontractor.

d. The City maintains a list of Vendors Ineligible to Contract or Subcontract with the City at the City of Cleveland website: http://www.city.cleveland.oh.us. It is each bidder's responsibility to propose only eligible contractors. The City cannot approve a subcontractor whose name appears in this listing.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

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

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* 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 for Part II, later.

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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*, later, for further information.

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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, 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 instructions for Part II 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, as described in item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

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

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, 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 are no longer 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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. 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, enter it on line 2.

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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 on 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 territory, 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 territory.

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 as defined under section 581.

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[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] 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) entered 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 territory, 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. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

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 ITIN. Enter it in the entry space for the Social security number. 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, 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*. You may also get this form by calling 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/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. 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
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] 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.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] 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.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 877-777-4778 or TTY/TDD 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*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* 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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

VENDOR INFORMATION FORM

Please fill in:

Business Name_____

IRS Reporting Name_____

Business Address_____

City_____ State_____ Zip_____

Telephone ( )_____ Extension_____

Toll Free Number 800_____

Vendor Fax Number_____

Vendor Email Address_____

Ordering Address_____

City_____ State_____ Zip_____

Telephone ( )_____ Extension_____

Remit Address_____

City_____ State_____ Zip_____

Telephone ( )_____ Extension_____

Contact Person: (Ordering)_____

Remit_____

PLEASE INCLUDE THE ABOVE INFORMATION

WHEN SUBMITTING YOUR BID OR PROPOSAL

NOTE: Section 181.23 and Section 185.04 of The Codified Ordinances of Cleveland, Ohio 1976 require that this affidavit, properly executed and containing all required information, accompany your bid. IF YOU FAIL TO COMPLY, YOUR BID WILL NOT BE CONSIDERED.

STATE OF _____
COUNTY OF_____ } SS

AFFIDAVIT

_____being first duly sworn deposes and says:

Individual only: That he/she is an individual doing business under the name of_____, at _____ _____, State of _____.

Partnership only: That he/she is the duly authorized representative of a partnership doing business under the name of _____ _____, in the City of _____ _____, State of_____.

Corporation only: That he/she is the duly authorized, qualified and acting _____ _____ of _____ _____, a corporation organized and existing under the laws of the State of _____
And that he/she said partnership or said corporation is filling herewith a bid to the City of Cleveland in conformity with the foregoing specifications;

Individual only: Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed contract _____
_____
_____

Affiant further says that he/she is represented by the following attorneys: _____
and is also represented by the following resident agents in the City of Cleveland: _____
_____.

Partnership only: Affiant further says that the following is a complete and accurate list of the names and addresses of the members of said partnership:

_____
_____
_____

Affiant further says that said partnership is represented by the following attorneys:_____
and is also represent by the following resident agents in the City of Cleveland:_____
_____

Corporation only: Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:
President: Directors:
Vice President:
Secretary:
Treasurer:
Cleveland Manager or Agent
Attorneys:
And that the following officers are duly authorized to execute contracts on behalf of said corporation:

_____
_____
_____

Affiant further says that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price or that of any other bidder, or to secure any advantage against the City of Cleveland or anyone interested in the proposed contract; that all statements contained in such bid are true; that aid bidder has not, directly or indirectly, submitted his bid price or any break-down thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said bidder in his general business; and further that said bidder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing contract above referred to in the event the same is awarded to

_____
(name of individual, partnership or corporation)

Further affiant saith not.

(Sign Here) ⟹ _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20_____.

_____
Notary Public

CITY OF CLEVELAND

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we

_____

as Principal, and

_____

a corporation duly authorized to do business in Ohio, as Surety, are held and firmly bound unto

THE CITY OF CLEVELAND

as Obligee, in the penal sum of _____

Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this_____ day of _____, 20_____.

WHEREAS, the said principal is herewith submitting bid for

_____

_____

_____

_____

Now, THEREFORE, the condition of the above obligation is such that if the said principal shall execute a contract and give bond for the faithful performance within ten (10) working days after being notified in writing of the award of such contract to the principal, or if the principal or surety shall pay the obligee the sum, not exceeding the penalty hereof, by which the amount of the contract, covering the said proposal, properly and lawfully executed by and between the obligee and some third party, may exceed the amount bid by principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

PRINCIPAL _____ _____

BY: _____ _____

TITLE _____ By_____
Attorney in Fact

CITY OF CLEVELAND

BID FORM

☐ **STANDARD CONTRACT BID**
☒ **REQUIREMENT CONTRACT BID**

TO: The Commissioner of Purchases and Supplies:

BID FOR Streetlighting Materials 2026

FOR: The Department of: Public Utilities

The Undersigned proposes to furnish the above articles, commodities, materials, supplies, equipment or services ("items"), and to accept as full compensation therefor the price per unit multiplied by the number of units of such items purchased hereunder, (which units and prices therefor are set forth in the Schedule of Items hereto attached and made part of this bid) and subject to any discount set forth in this bid.

The Undersigned further proposes to execute the Contract Agreement and to furnish satisfactory performance bond within ten (10) working days, excluding Saturdays, Sundays and holidays, after notice of award of contract has been received.

The Undersigned further certifies that he (as the individual, firm or corporation making this bid) is not in arrears or default to the City of Cleveland upon any debt or contract, nor is a defaulter as surety or otherwise upon any obligation to said City, nor has failed to perform faithfully any previous contract with said City and that there is no suit or claim pending as to any such arrears or default.

The Undersigned deposits with the bid a Bid Bond to the City of Cleveland signed by a surety company authorized to do business in Ohio, in the sum of $ _____

or a cashier's check or certified check on a solvent bank in the sum of $ _____ payable to the City of Cleveland, as security that if he be awarded the contract, he will enter into a written contract and secure the performance of the same by a bond as required of an approved surety company authorized to do business in Ohio and satisfactory to the Director of Law, in the sum equal to the percentage of the total price bid set forth in Part B – General Conditions and in conformity with the provisions of The Codified Ordinances of Cleveland, Ohio 1976.

The Undersigned further agrees that if the bid is accepted and contract awarded and he shall fail to execute said contract and furnish the satisfactory bond, as required, within the time above specified, then the City may, at its option, declare the contract abandoned and this bid null and void. Thereupon the penal sum of the Bid Bond shall become due to the City, or the certified or cashier's check shall be forfeited to and become the property of the City as liquidated damages. Otherwise, the Bid Bond or the certified or cashier's check, or the amount of such check shall be returned to the Undersigned.

THE UNDERSIGNED UNDERSTANDS THAT THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

The firm, corporation, or individual name MUST BE SIGNED IN SPACE INDICATED. ERASURES MAY INVALIDATE THIS BID.

If the bidder is a firm or corporation, the title of the officer signing and the State in which Incorporated must be indicated.

_____
Complete: *CORPORATION OR FIRM*

Sign Here By _____

_____
TITLE OF OFFICER

_____
BUSINESS ADDRESS OF BIDDER

_____
STATE OF INCORPORATION

BID — SCHEDULE OF ITEMS

City of Cleveland
Division of Purchases and Supplies
128 City Hall
Cleveland, Ohio 44114

BID PAGE 1 OF 4
BIDDER MUST
COMPLETE AND SIGN BELOW

TITLE OF BID
Streetlighting Materials 2026

NAME OF FIRM

STREET ADDRESS

CODIFIED ORDINANCE NO.	PASSED	SIGNED
Section 129.26	9/21/92	9/25/92

CITY STATE ZIP CODE

DEPARTMENT: Public Utilities
DIVISION: Cleveland Public Power

AUTHORIZED SIGNATURE

CITY RECORD ADVERTISEMENT DATES
October 28,2026 & November 4,2026

STANDARD CONTRACT BID
X REQUIREMENT CONTRACT BID

DATE

BUYER:
Jules Gilliam 216-664-2621 / Fax #216-664-2275
jgilliam@clevelandohio.gov and
Purchasing@clevelandohio.gov

BID OPENING 12:00 O'CLOCK NOON
OFFICIAL TIME

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
GROUP A. LIGHTING BRACKETS FOR MOUNTING ON WOOD POLES			
1. 6′ Lighting Bracket (Dwg. 4475)	10 Ea.	$_____	$_____
2. 15′ Lighting Bracket	10 Ea.	$_____	$_____
NAME OF MANUFACTURER: _____			
GROUP A TOTAL			$_____
GROUP B. FIBERGLASS REPLACEMENT POLES FOR STEEL STREETLIGHT POLES/MAST ARMS AND BREAK-AWAY BASES			
1. 36′.5″ Pole w/ Arm Assembly, Truss Pole Dwg.	20 Ea.	$_____	$_____
2. 12′ Truss Arm Assembly for Truss Pole	20 Ea.	$_____	$_____
3. Break-away Base w/17.25″ Ground Line Bolt Circle	10 Ea.	$_____	$_____
4. Break-away Base w/12.5″ Ground Line Bolt Circle	10 Ea.	$_____	$_____
NAME OF MANUFACTURER: _____			
GROUP B TOTAL			$_____

ALL QUANTITIES ARE APPROXIMATE. THE CONTRACT IF ANY, SHALL BE FOR A PERIOD OF TWO (2) YEARS.

ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL

DELIVERY (Days)

PAYMENT DISCOUNT
% Days

FOR PURCHASING USE ONLY

ITEM 7

BID — SCHEDULE OF ITEMS

City of Cleveland
Division of Purchases and Supplies
128 City Hall
Cleveland, Ohio 44114

BIDDER MUST COMPLETE AND SIGN BELOW

TITLE OF BID: Streetlighting Materials 2026

NAME OF FIRM

STREET ADDRESS

CODIFIED ORDINANCE NO.: Section 129.26 | PASSED: 9/21/92 | SIGNED: 9/25/92

CITY STATE ZIP CODE

DEPARTMENT: Public Utilities | DIVISION: Cleveland Public Power

AUTHORIZED SIGNATURE

CITY RECORD ADVERTISEMENT DATES: October 28,2026 & November 4,2026

STANDARD CONTRACT BID
X REQUIREMENT CONTRACT BID

DATE

BUYER:
Jules Gilliam 216-664-2621 / Fax #216-664-2275
jgilliam@clevelandohio.gov and
Purchasing@clevelandohio.gov

BID OPENING 12:00 O'CLOCK NOON
OFFICIAL TIME

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
GROUP C. STANDARD FIBERGLASS STREETLIGHT POLES			
1. 27′ Anchor Base Pole	50 Ea.	$_____	$_____
2. 30′ Anchor Base Pole	50 Ea.	$_____	$_____
NAME OF MANUFACTURER: _____			
GROUP C TOTAL			$_____
GROUP D. NORTHCOAST HARBOR POLES AND ARM ASSEMBLIES			
1. Northcoast Harbor Anchor Base Streetlight Pole	20 Ea.	$_____	$_____
2. Northcoast Harbor Streetlight Davit Arm	20 Ea.	$_____	$_____
3. Northcoast Harbor Streetlight Double Davit Arm	5 Ea.	$_____	$_____
NAME OF MANUFACTURER: _____			
GROUP D TOTAL			$_____
GROUP E. THEATER DISTRICT POLE			
1. Anchor Base Pole	3 Ea.	$_____	$_____
NAME OF MANUFACTURER: _____			
GROUP E TOTAL			$_____

ALL QUANTITIES ARE APPROXIMATE. THE CONTRACT IF ANY, SHALL BE FOR A PERIOD OF TWO (2) YEARS.

ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL

DELIVERY (Days)

PAYMENT DISCOUNT % Days

FOR PURCHASING USE ONLY

ITEM 7

BID —SCHEDULE OF ITEMS

City of Cleveland

Division of Purchases and Supplies
128 City Hall
Cleveland, Ohio 44114

BIDDER MUST COMPLETE AND SIGN BELOW

AUTHORIZED SIGNATURE

TITLE OF BID
Streetlighting Materials 2026

DATE

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
GROUP F. VETERANS MEMORIAL BRIDGE POLES			
1. Anchor Base Pole	3 Ea.	$_____	$_____
NAME OF MANUFACTURER: _____			
GROUP F TOTAL			$_____
GROUP G. SUPERIOR AVENUE MAST ARMS			
1. 6' Mast Arm	50 Ea.	$_____	$_____
2. Double Arm	10 Ea.	$_____	$_____
NAME OF MANUFACTURER: _____			
GROUP G TOTAL			$_____
GROUP H. ORNAMENTAL FIBERGLASS, FLUTED, TAPERED LAMP POST			
1. Decorative Fluted Pole 14'	50 Ea.	$_____	$_____
2. Direct Buried Post	10 Ea.	$_____	$_____
NAME OF MANUFACTURER: _____			
GROUP H TOTAL			$_____

ALL QUANTITIES ARE APPROXIMATE. THE CONTRACT IF ANY, SHALL BE FOR A PERIOD OF TWO (2) YEARS.

ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL

DELIVERY (Days)

PAYMENT DISCOUNT

% Days

BID —SCHEDULE OF ITEMS

City of Cleveland

Division of Purchases and Supplies
128 City Hall
Cleveland, Ohio 44114

BIDDER MUST COMPLETE AND SIGN BELOW

AUTHORIZED SIGNATURE

TITLE OF BID
Streetlighting Materials 2026

DATE

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
GROUP I. EUCLID AVENUE HISTORIC REPRODUCTION POLE			
1. Anchor Base Pole	30 Ea.	$_____	$_____
NAME OF MANUFACTURER: _____			
GROUP I TOTAL			$_____
GROUP J. VETERANS MEMORIAL BRIDGE PEDESTRIAN POLE			
1. Anchor Base Pole			
NAME OF MANUFACTURER: _____	15 Ea.	$_____	$_____
GROUP J TOTAL			$_____
GROUP K. ANCHOR BOLTS			
1. Set of four 94) Galvanized Bolts, ASTM A572-50, 1" X 40" (36+4), W/2 nuts and washers per bolt			
NAME OF MANUFACTURER: _____	20 Ea.	$_____	$_____
GROUP K TOTAL			$_____
BID TOTAL FOR ALL ITEMS (GROUPS A THRU K)			$_____

ALL QUANTITIES ARE APPROXIMATE. THE CONTRACT IF ANY, SHALL BE FOR A PERIOD OF TWO (2) YEARS.

ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL

DELIVERY (Days)

PAYMENT DISCOUNT

% Days

ITEM 7

GENERAL CONDITIONS

B-1 CONSIDERATION OF BIDS.

All bids received in conformity with the Invitation to Bid shall be endorsed with the contract or advertisement name or number and name and address of the bidder. All bids, immediately after being read, shall be tabulated and summarized and shall become public record in the office of the Commissioner of Purchases and Supplies.

B-2 UNACCEPTABLE BIDS.

No bid will be accepted from, nor a contract awarded to, any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or is a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully on any previous contract with the City of Cleveland.

B-3 REJECTION OR ACCEPTANCE OF BIDS.

The City through the Board of Control shall have the right to reject any or all bids, parts of such bid, and reserves the right to waive any informalities in the bid.

In addition to bid price and discount, the City reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid.

B-4 EVIDENCE OF ABILITY TO FULFILL CONTRACT.

Bidders must present evidence to the Commissioner of Purchases and Supplies, when required by him to do so, to show they are fully competent and have the necessary source of supply, facilities and pecuniary resources to fulfill the conditions of the contract and specifications.

B-5 WITHDRAWAL OF BID.

No bid may be withdrawn after it has been deposited with the Commissioner of Purchases and Supplies.

B-6 TIME OF AWARD.

The Board of Control of the City of Cleveland shall make an award or reject all bids not later than the second regular meeting of said Board following the opening of bids, unless further time is required to analyze bids, to investigate responsibility of any bidder, or in the absence of a time limitation for acceptance set forth in the bid.

Any extension of time beyond the date fixed by the successful bidder or the fourth regular meeting of the Board of Control, whichever event shall occur first, shall be subject to agreement between said bidder and the Board.

B-7 AWARD CONTRACT.

No contract shall be awarded without the approval of the Board of Control, and then only to the lowest and best bidder.

B-8 PERFORMANCE BOND.

A. Contracts for the purchase of articles, supplies, commodities, materials, equipment or services shall be secured by a bond in the form and content prescribed by and acceptable to the Director of Law, with good and sufficient sureties and in an amount equal to at least twenty-five percent (25%) of the contract price on materials supplied and at least fifty percent (50%) of the contract price on services supplied. A check is not acceptable in place of a performance bond. A performance bond is not required for standard purchase and requirements contracts awarded in the amount of $500,000.00 or less, except that standard purchase and requirements contracts that are labor and materials contracts including, but not limited to painting, carpentry, plumbing, electrical, masonry, landscaping, snow plowing, fencing and trucking over $100, 000 but not more than $250,000 shall require a bond of at least twenty-five percent of the contract price, and over $250,000 but not more than $500,000 shall require a bond of at least fifty percent of the contract price. The above policy notwithstanding, the City of Cleveland reserves the right to require a performance bond in various amounts or to modify the performance bond requirement whenever it is determined to be in the best interest of the City of Cleveland to do so.

B. No performance bond is required for any contract awarded pursuant to this Invitation to Bid in an amount of $500,000.00 or less. Any contract over $500,000.00 will require a Performance Bond for 50% of the contract amount.

B-9 RELEASE OF BOND.

Whenever a performance bond is required, the performance bond will not be released until all the provisions of the contract have been fulfilled.

B-10 CANCELLATION OF CONTRACT.

The City shall have the right to cancel this contract on five (5) days written notice if, in the opinion the Commissioner of Purchases and Supplies, the delivery of materials, supplies or equipment or the performance of work or services are not in accordance with contract specifications and the contractor fails to cure such deficiencies or comply with the contract specifications within ten (10) days after receipt of notice of default from the City, except where fulfillment of its obligation requires activity over a period of time and it has, within ten (10) days of the default notice commenced such activity. Additionally, the City shall have the right to cancel this contract, without cause, upon fifteen (15) days written notice upon the determination of the Board of Control of the City, expressed through its resolution, to do so.

B-11 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.

a. The contractor shall not subcontract, sublet, assign, transfer, convey or otherwise dispose of the contract, its duties, rights, title or interest in it or in any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under the contract, except, in each instance, with the prior written authorization of the Board of Control of the City, expressed through its resolution, and then only upon such terms and conditions as may be agreed to by said Board. No such subcontracting, subletting, assignment, transfer, conveyance or other disposal of the contract shall be valid until filed in the office of the Commissioner of Accounts.

b. Prior written Board of Control consent is required for a City contractor to add a subcontractor, or to substitute one subcontractor for another subcontractor, under a City contract.

c. The City assumes no obligation to pay, and will not pay, a contractor for any work and or services performed by a sub-contractor on the contract prior to Board of Control approval of that sub-contractor.

d. The Director will not grant any City contractor additional time to meet project deadlines, and will not authorize or pay additional compensation or delay damages of any kind arising from the contractor's inability to add or substitute a subcontractor because the contractor failed to submit the approval request and supporting documentation at least 3 (three) weeks in advance of the date the additional or substitute sub-contractor is needed.

e. The Office of Equal Opportunity shall evaluate each subcontractor addition and substitution for increased CSB, MBE, or FBE participation even if the original contract had no certified sub-contractor participation.

f. The City's Sub-contractor Addition and Substitution Policy and Procedure is hereby incorporated by reference in its entirety. The complete document is available online at the City of Cleveland website: http://www.city.cleveland.oh.us.

B-12 DELAY FOR CAUSES BEYOND CONTROL.

If the contractor is delayed in complying with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the contractor's control including orders, limitations or restrictions of any Governmental agency having jurisdiction over the subject matter of the contract, or by delay authorized by the City, or for any cause by which the director shall decide to justify the delay; then for all such delays and suspensions, the contractor shall be allowed one calendar day extension beyond the time fixed for compliance with the terms of the contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the director.

B-13 PATENTS.

The Contractor shall be required to pay all royalties and license fees and shall hold and save the City and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the City of Cleveland unless otherwise specifically stipulated in the contract documents. In this respect the contractor shall defend all suits or claims for infringement of any patent or license rights.

B-14 DELIVERY.

The vendor shall adhere to all stipulated delivery terms (e.g., material / service delivery upon a pre-set schedule, upon orders being placed, etc.). All service performance / material deliveries should be made ***only if*** the City of Cleveland has issued a valid, open Purchase Order (PO) with a sufficient free balance to

cover the ***full*** costs of the service being performed or materials being delivered. The City will not pay vendors for goods or services that are either delivered to the City under an invalid or unauthorized PO or were ordered using an expired contract. The City is not responsible for, and will not pay for, goods or services delivered to the City that are not authorized under the PO and contract under which a sale was purportedly made. Therefore, the vendor ***must not*** perform any services nor deliver any materials without a valid, open PO that authorizes the services / materials and that carries a sufficient free balance to cover the services / materials.

Upon delivery, some form of delivery documentation must be left with the City of Cleveland Department. For service performed, some Proof of Service documentation must be given to a City employee. For materials delivered, some Proof of Delivery or Packing Slip must be given to a City employee. In all instances, the delivery documentation must be signed and dated by a City employee in order to substantiate the services provided or materials delivered were as indicated on the documentation. City employees are charged with performing this verification, so vendors should allow adequate time for this review to occur. Failure to provide some delivery documentation, which received a City signature and date upon delivery, may result in payment delays.

B-15 LABORATORY TEST.

The City of Cleveland reserves the right to test all materials, equipment or supplies delivered during the life of the contract, at an independent laboratory to be designated by the Commissioner of Purchases and Supplies of the City of Cleveland. Where the result of such test shows the materials, equipment or supplies are not equal to the specifications, then the expense of making such test shall be paid by the contractor.

B-16 FAILURE TO MEET SPECIFICATIONS.

The delivery of any material, supplies or equipment or the performance of any work or services under the contract which do not conform to contract specifications will be rejected and the contractor notified immediately in writing of such rejection and the reason therefore. If the time for performance has not expired, and the contractor wishes to remedy the deficient materials, supplies or equipment or performance, it may notify the Commissioner of Purchases and Supplies of its intention to cure and may within ten (10) days make a conforming delivery of performance unless such time is extended in writing by said Commissioner. If said contractor fails to replace such nonconforming materials, supplies or equipment or otherwise cure such deficient performance of work or services, the City of Cleveland will purchase such materials, supplies or equipment or obtain the performance of such work or services of the character required on the open market or in case of work and services, by performance by City employees. In such event, the contractor and his surety shall be liable to the City for any excess costs and expenses thereby incurred.

B-17 SAFEGUARDS.

Any equipment to be furnished by the terms of this bid, shall be provided with safety controls, guards, and housing meeting the requirements of the safety standards of the Industrial Commission and the Department of Industrial Relations of Ohio, and the cost shall be included as part of the bid.

B-18 STATE OR FEDERAL TAXES.

a. The City of Cleveland is exempt form all sales, excise and transportation taxes, except State of Ohio gasoline tax. The price or prices bid shall be exclusive of all such taxes and will be so construed.

b. The contract price is subject to increase by the amount of any additional tax imposed by the Federal Government or the State of Ohio subsequent to the receipt of bids. Such claim for increased prices must be presented to the City within thirty (30) days after such tax becomes effective and supported by evidence satisfactory to the Director of Law.

c. The contract price is subject to reduction by that amount by which an applicable tax is reduced during the period of the contract.

B-19 SOCIAL SECURITIES ACT/EMPLOYEES BENEFIT PAYMENTS.

The contractor shall be and remain an independent contractor with respect to all services performed under said contract, and agrees to and accepts full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law, which are measured by the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials and said contractor also agrees to indemnify and save harmless the City of Cleveland from an such contributions or taxes or liability therefore.

B-20 FREIGHT ON DIRECT SHIPMENTS TO THE CITY.

The freight prices made in the bid are to be in accordance with lawful freight or cartage charges in existence at the time the bid is made, and contract prices shall be increased or decreased by changes in the freight or cartage rates, provided that claims for additional freight or cartage be presented to the City of Cleveland within thirty (30) days after said advance in freight or cartage rates becomes effective. Reductions in freight or cartage prices will be deducted from the contract price.

B-21 INVOICING AND PAYMENT.

The Contractor shall submit invoices that appropriately reflect the work performed. Original invoices must be typed and legible. The City of Cleveland does not pay from duplicates or copies. Each invoice must be mailed as specified below:

- Original invoice to address as shown on Purchase Order under "BILL TO:"
- Optional: Copy of invoice to the City of Cleveland, Division of Accounts, 601 Lakeside Avenue, Cleveland, OH 44114, clearly marked "COPY".
- Address invoice questions first to the ordering department. The Division of Accounts will assist if the Department is unable to resolve the question.

The failure to deliver copies of invoices to the indicated location may lead to delays in payment.

Invoices submitted by the Contractor for payment must include the following information:

- Contractor Name, as it appears on the Contract;
- Contractor Mailing Address;
- Contractor Telephone Number;
- Contractor Facsimile Number;
- Contract Number;
- Purchase Order (PO) Number under which the work being invoiced was authorized;
- Contractor Invoice Number, which must be a unique (non-recurring) number;
- Invoice Date, reflecting the date that the invoice itself was issued to ;
- Timeframe that the invoice covers;
- A detailed itemization of labor and materials provided, including:
  - Date that work was performed / material delivered,
  - Location for each item of service performed / material delivered,
  - Line Item Number from the Contract's Schedule of Items (SOI) that is being invoiced,
  - Quantity of items being invoiced under each Line Item,
  - Unit Cost of each Line Item,
  - Extended Cost by each Line Item.
- delivery documentation (e.g., Proof of Service / Delivery slip, Packing Slip, etc.) with an acknowledgement signature and date from a City of Cleveland employee;

The City of Cleveland is not subject to sales tax per Section 5739.01 (B)(1) O.R.C. Therefore invoices must not charge sales tax. The City's Tax Exemption Number is 34-6000646. Tax Exemption Certificates are available upon request from the Division of Purchases and Supplies.

Any applicable discounts, as stipulated through the contract and/or PO, must be itemized and applied to the invoice. Any special instructions contained within the contract must also be followed.

If any invoice is erroneous or does not include the above required information, the City shall inform the supplier as to the reasons thereof and any corrective actions necessary to qualify the invoice for payment by the City. The vendor is responsible for providing the delivery documentation at the time of delivery and for submitting the invoice.

B-22 EQUAL OPPORTUNITY.

This contract is a contract, and contractor is a contractor within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976. During the term, the contractor shall comply with all terms, conditions and requirements imposed on "contractor" in the Equal Opportunity Clause, Section 187.22(b) of

the Codified Ordinances of Cleveland, Ohio 1976, attached hereto and made a part hereof. A copy of such clause shall be made a part of every subcontract of agreement entered into for goods or services and shall be binding on all persons, firms and corporations with whom the contractor may deal.

PARAGRAPHS B-23 AND B-24 APPLY ONLY IF THE REQUIREMENT CONTRACT BID BLOCK IS MARKED ON BID PAGE 1 OF BID AND ON BID FORM.

B-23 DURATION OF CONTRACT.

The proposed contract shall be effective upon its execution and approval by the Director of Law of the City of Cleveland and, for the purpose of accepting delivery, shall continue in full force and effect for the period specified in the specifications and/or the Schedule of Items section of the bid, unless otherwise indicated.

B-24 REDUCTION IN PRICES.

The contractor agrees that if the price to the general trade is reduced while the contract is in effect, the City of Cleveland will receive the benefit of such reduction immediately. However, if the contract price is below the price to the general trade at the time the contract is awarded, the reduction provision will be effective only when the recognized price to the general trade reaches a level lower than the contract price or when the contractor reduces his own price to a level lower than the contract price.

B-25 EIGHT-HOUR DAY, MINIMUM WAGE, AND NON-DISCRIMINATION.

The Contractor agrees that it shall comply with the following provisions of the Charter of the City of Cleveland, which are, respectively, as follows:

Section 196. Except in case of extraordinary emergencies; not to exceed eight (8) hours will constitute a day's work and not to exceed forty eight (48) hours a week's work, for any City employee of the City of Cleveland in the classified service thereof, and for any workmen engaged in public work carried on or aided by the municipality whether done by contract or otherwise. The Council shall by ordinance, provide for the enforcement of the provisions of this section.

Section 197. Every contract for public work entered into by the City of Cleveland shall contain, and no contract shall be entered into unless it contains the following stipulations:

The Contractor hereby agrees that all persons employed by him will be paid wages which are not less than are paid by the City of Cleveland for similar or like work; but if said City has not established a rate of wages for any particular class of work to be performed under the terms of this contract, then said employees shall be paid wages not less than are generally paid therefore by others employing union labor in said City.

The Contractor hereby further agrees that in the employment of labor, skilled or unskilled, under the Contract there will be no discrimination exercised against any citizen because of race, color, religion or national origin; and that any violation hereof shall be deemed a material breach of said contract.

B-26 LAWS, PERMITS, AND REGULATIONS

The contractor shall comply with all applicable laws of the Federal government, State, ordinances of the City or other municipality in which the work or services are being done and all applicable regulations and any authorized regulations, and shall be responsible for securing at his own expense any and all licenses, permits and certificates of inspection required by law or by the contract documents.

SERVICES, LABOR & MATERIALS – *IF THIS CONTRACT IS FOR WORK, SERVICES, OR LABOR & MATERIALS, B-27, 28 AND B-29 APPLY*

B-27 STATE INDUSTRIAL COMPENSATION FOR PURCHASE OF LABOR AND MATERIALS.

If this contract contains labor, whether in part or in all, the contractor shall, in all cases during the term of this contract, subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required thereunder and to save said City harmless from any and all liability arising from said act. He shall also furnish at the time of delivery of this contract and such other times as may be requested, a copy of the official certificate or receipt showing the payments hereinbefore referred to. A copy of the official certificate or receipt showing the payments hereinbefore referred to, shall be submitted with the bid, or, if not included with the bid, shall be submitted with the signed contract. No work shall be commenced, or payments made, until the certificate or receipt is received by the City. The contractor shall maintain continuous coverage throughout the contract and shall notify the City in writing within 24 hours of receipt of notice of cancellation or reduction of coverage.

B-28 INDEMNITY

Contractor shall indemnify, defend, and hold harmless the City of Cleveland, Ohio, its officers, agents, and employees from all claims, demands, liabilities, loss, suits, causes of action, judgments, costs, and expenses, including attorneys' fees, arising, occurring, or allegedly arising or occurring from personal injury, including death, property damage, including loss of use, or otherwise, to any person or the property of any person, including third parties and employees of any party, as a result of negligent or intentional act or omission by Contractor or its agents, employees, subcontractors or suppliers, in performing work or services or furnishing labor and materials under this contract. This indemnification right is in addition to any other indemnification or contribution right of any indemnified party and shall survive completion of the work or services or furnishing of labor and materials.

B-29 WARRANTY

Contractor warrants, in addition to any other express or implied warranty required by law or the contract, that all work and services performed under this Agreement will be of good quality, free from faults and defects, conform to the contract documents, performed in a workmanlike manner according to good usage and

accepted practice, resulting in a merchantable product, and fit and suitable for their intended purpose, and that materials supplied will be of good quality and free from all defects, latent or patent.

B-30 OHIO CAMPAIGN FINANCE LAW

Pursuant to the Ohio Revised Code, as referenced below, the following language is hereby made a part of this document:

"Contractor hereby certifies that beginning on the date the contract is awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised Code Sections 3517.13(I)(3) and 3517.13(J)(3), as applicable, are in compliance with Ohio Revised Code Sections 3517.13(I)(1) and 3517.13(J)(1)."

By submitting a signed sealed bid, those persons signing the document are affirming their compliance with the referenced sections of the Ohio Revised Code, herein incorporated into any contract created pursuant to this Invitation to Bid in its entirety.

B-31 TITLE 48 C.F.R. ETC:

Certification Re: Federal Debarment, Suspension, Ineligibility or Voluntary Exclusion: Title 48 Code of Federal Regulations, Part 9, and other regulations, preclude the City from participating in a covered transaction, as defined in subpart 9.4, with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. By signing and submitting this document, the bidder certifies to City that it, its principals, any subcontractors, and subcontractor principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
2) Have not within the three-year period immediately preceding the submission date of this document been convicted of or had a civil judgment rendered against them personally or the company 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 government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; or,
4) Have not within the three-year period immediately preceding submission date of this document had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of these statements in this certification, such prospective participant must attach a written explanation to this bid. Failure or inability to certify to any of these statements may be cause for rejection of the bid.

The Federal Debarred Listing is available at http://www.epls.gov/

By submitting a signed sealed bid, those persons signing the document are affirming their compliance with the referenced sections of the Code of Federal Regulations, herein incorporated into any contract created pursuant to this Invitation to Bid in its entirety.

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND – DIVISION OF CLEVELAND PUBLIC POWER

STREETLIGHTING MATERIALS 2026

SECTION C – SUPPLEMENTAL GENERAL CONDITIONS

C.1. SCOPE OF SERVICE

This Invitation to Bid is to provide for a REQUIREMENT CONTRACT (S) to furnish and deliver to Cleveland Public Power streetlighting materials as described in this specification and as listed on the Bid Schedule of Items pages.

C.2. CITY FORMS

Failure to submit the following City forms properly **will** cause your bid to be non-responsive.

A. Bid Bond
   1. Use the City's Bid Bond form.
   2. Follow the instructions in Part B and C of the Bidder's Check List completely.
   3. A bid bond is not required if your total bid is $50,000.00 or less.

B. Bid Form
   1. Indicate whether you are submitting a bid bond or a cashier's check / certified check for 5% of your bid total.
   2. The information at the bottom of the page must be filled out completely and signed by an officer of the corporation or firm.

C. Affidavit
   1. The first three lines of the affidavit must be filled out stating the state, county, and name of the person being sworn.
   2. The state on page one must be the same state as the notary's commission stamp that appears at the bottom of page two.
   3. Be sure that the proper lines are used on page two for signing for the person that is being sworn.
   4. Fill out all necessary information on both sides of the affidavit.

D. Wage Theft and Payroll Fraud Disclosure
   1. If any adverse determinations have been made, please attach.
   2. Complete and sign where necessary and return.ny other forms that are included in the bid package should also be filled out completely and signed where necessary and returned.

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND – DIVISION OF CLEVELAND PUBLIC POWER

STREETLIGHTING MATERIALS 2026

SECTION C – SUPPLEMENTAL GENERAL CONDITIONS

C.3. CONTRACT TERM

The Contract or contracts, if any, shall be for a period of two (2) years.

C. 4. PRE-BID MEETING

A. A pre-bid meeting will be held on the date and time as per the advertisement announcement. Bidders are cautioned that questions, clarifications, and information that may result from this meeting could affect your bid. In addition, by City policy, this is the only opportunity for potential bidders to speak directly with CPP personnel prior to the award of the contract. Attendance at the pre-bid meeting is non-mandatory.

B. The last day for questions is five (5) business days before the bid opening date. All questions should be submitted in writing to the buyer, Jules Gilliam at: jgilliam@clevelandohio.gov and to the Division of Purchases & Supplies at: purchasing@clevelandohio.gov or via fax to 216-664-2177.

C.5. QUANTITIES

The quantities to be furnished as given for each item on the Bid – Schedule of Items pages are approximate only. They are not guaranteed to be accurate statements and quantities to be furnished under this contract, and any departure therefrom shall not be considered as valid grounds for any claims for damage or for loss to profits. CPP reserves the right to procure more or less than shown under the terms of this requirement contract.

C.6. UNIT PRICES

All prices bid shall be on a per unit basis as indicated on the Bid – Schedule of Items pages and shall include all costs for handling and delivery, F.O.B. point of delivery. The manufacturer's name shall be entered in the proper space on the Bid – Schedule of Items pages as designated. Bidders shall quote their best/normal delivery time in weeks after receipt of order.

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND – DIVISION OF CLEVELAND PUBLIC POWER

STREETLIGHTING MATERIALS 2026

SECTION C – SUPPLEMENTAL GENERAL CONDITIONS

C.7. METHOD OF AWARD

The City reserves the right to award a single contract for all items, or by individual items, or by groups to the lowest and best bidder(s) based on price, delivery time, discount offered and conformance to specifications as deemed advantageous after evaluation by the City. To receive an award by group, vendors must bid on all items within the group.

C.8. EVALUATION OF BIDS

Cleveland Public Power will recommend rejection for bids for improper submittal of documentation, incomplete submittal of documentation and/or unsubstantiated information within submittal. Performance, cost, timeliness, and safety shall be considered as the essence of the contract and/or contracts.

C.9. MATHEMATICAL ERRORS

A. If a bidder makes any mathematical errors in the bid sheets such that some or all the bid numbers are mathematically inconsistent with each other, the City shall correct such errors as follows. The lowest level values or unit prices shall be deemed as indicating the bidder's true intent and these corrected values shall be cascaded throughout the entire set of bid sheets, potentially affecting the bidder's final bid price. Calculations subject to such correction include, but are not limited to:

1. The summing of labor and material unit prices into a total unit price.
2. The multiplication of unit price times quantity to be at the extension cost.
3. The summing of individual line items into totals or subtotals.
4. The multiplication of any subtotals or other values by contingency percentages or other factors, if contingency allowance applies.
5. The transferring of subtotals or values from one sheet to another.

B. If the correction of any errors has an effect on the award of the contract, only the directly affected bidders will be notified in writing of the corrections and their affects.

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND – DIVISION OF CLEVELAND PUBLIC POWER

STREETLIGHTING MATERIALS 2026

SECTION C – SUPPLEMENTAL GENERAL CONDITIONS

C.10. METHOD OF SHIPMENT

All items shall be shipped as standard packages, except as noted on the Delivery Order, properly packed, and identified. Successful bidder shall label all containers with labels that meet all U.S. Department of Transportation (USDOT) labeling requirements for Hazardous contents.

C.11. MATERIAL SAFETY DATA SHEETS

The successful bidder shall mail Material Safety Data Sheets to:

Anthony Missig / Safety Programs Manager
Cleveland Public Power
1300 Lakeside Avenue
Cleveland, Ohio 44114

C.12. GUARANTEE

The bidder shall guarantee that the material as furnished by him shall be free from all defects of design, material, and workmanship for a period of ten (10) years after delivery. He shall rectify, entirely at his own expense, any defects which may develop in the said guarantee period.

C.13. DELIVERY (Supplemental to General Conditions B-14)

All items to be furnished and as ordered under the terms of these specifications shall be delivered between the hours of 8:30 A.M. and 3:30 P.M., Monday through Friday, to CPP, at the designated storage site.

It is imperative to call the CPP Storekeeper between the hours of 8:30 A.M. and 3:30 P.M., Monday through Friday, at (216) 664-4200 at least twenty-four (24) hours prior to the date and time of delivery to confirm the address of the CPP warehouse facility.

C.14. PREFERENCE FOR RECYCLED MATERIALS (If Applicable)

Whenever the total price submitted by a bidder who includes recycled products and materials does not exceed by more than 5% the lowest price bid without recycled products and materials, will be given preference provided that those recycled products

and materials are readily procurable and are of equal or superior quality to products and materials made from non-recycled materials.

C.15. INVOICING AND PAYMENT (Supplemental to General Condition)

A. INVOICING

The vendor shall submit invoices that appropriately reflect the material provided. Invoices must be typed and legible. Each invoice must be mailed as specified below:

Original invoice to the Department of Public Utilities, ATTN: Payables Unit, 1201 Lakeside Avenue, 4th Floor South, Cleveland, OH 44114. The email address is payables_unit@clevelandwater.com

1. The failure to deliver copies of invoices to the indicated location may lead to delays in payment.
2. A copy of the invoice should be delivered to the Utilities location as listed on the purchase order.

B. PAYMENT

1. The vendor must adhere to the terms set forth above and under C-12 Delivery and C-16 Invoicing. Each division will review their invoices upon receiving them. In order to perform this review, each division requires all of the following documents.
2. Relevant sections (e.g., the Schedule of Items section) of the contract with vendor.
3. A City of Cleveland Delivery Order (DO) that authorized the specific materials being invoiced.
4. Delivery documentation (e.g., Delivery Slip, Packing Slip, etc.), with an acknowledgement signature and date from a CPP employee; and
5. An accurate invoice.

The vendor is responsible for providing the delivery documentation at the time of delivery and for submitting the invoice. The City will provide the contract and DO copies. Employees will use the above four documents to perform cross-checks to ensure accuracy in invoicing.

If all is in order e.g., delivered / invoiced items were authorized under the contract and DO, invoice quantities were delivered, contract prices were Invoiced, discounts applied, etc.), The designated division will approve

payment of the invoice through the City's internal processes. The City's Division of Accounts subsequently handles processing of the payment request, and the Division of Treasury issues the payment.

C.16. NO WAIVER OF LEGAL RIGHTS

Neither acceptance of nor payments for the work or goods or services hereunder, or any part of them, nor any extension of time, nor any possession taken by the City shall operate as a waiver of any portion of the Contract, nor shall a waiver or any default or breach of the Contract be held to be a waiver of any other or subsequent default or breach.

C.17. NOTICE OF NONCONFORMANCE

If equipment or service, delivered pursuant to a shipping order, does not meet the requirements of this specification, DPU shall notify the supplier as soon as practical and in no case longer than five (5) business days after receipt of the delivery or service to the point of destination.

C.18. REMOVAL

If the materials does not meet the requirements of this specification, the supplier shall remove it from the premises of CPP and replace it with satisfactory materials as detailed in the shipping order document. Supplier shall pay shipping costs to return non-conforming items.

C.19. WARRANTY

The supplier shall provide a warranty for all products supplied to the City under this agreement and such warranty shall provide that the products are free from defects in materials and workmanship. The term of the warranty shall be the standard industry warranty.

C.20. PUBLIC LIABILITY, PROPERTY DAMAGE AND AUTOMOBILE INSURANCE REQUIREMENTS

A. The Contractor shall maintain during the term of this contract such general liability insurance including but not limited to bodily injury,

property damage, contractual liability, products/completed operations coverage, and personal injury coverage wherein the City of Cleveland is named as additional insured. (Special hazards such as business automobile liability insurance are addressed below.) Coverage shall protect the Contractor and any subcontractor performing any work under this contract from claims for damage for personal injury, bodily injury, including accidental death, as well as for claims for property damage, which may arise from operations under this contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by them. An original certificate of insurance and a copy of the additional insured endorsement naming the City of Cleveland as additional insured shall be deposited with the Director of Finance prior to execution of the contract. Such documents shall be as to form, coverage, carrier and limits satisfactory to and approved by the Director of Law. The additional insured coverage provided to the City under the Contractor's insurance policy (ies) shall be primary with respect to Contractor's general liability, notwithstanding other insurance covering the City. The amounts of insurance shall be as described below.

B. **General Liability**

1. Including but not limited to Bodily Injury, Property Damage, Contractual Liability, Owners and Contractors Protective Liability, Products/Completed Operations and Personal Injury.
2. Such policy or policies shall be in an amount not less than a combined single limit of $1,000,000.00 for bodily injury and property damage per occurrence and, in the aggregate, including but not limited to, contractual liability, owners and contractors' protective liability, personal injury as well as products/completed operations coverage of $1,000,000.00.
3. Such coverage shall be on an occurrence basis. Coverage shall not be on a claim made basis.
4. If a deductible or self-insured retention is assumed, it may not exceed $50,000.00 per occurrence and in the aggregate.
5. This insurance shall include coverage for damage of property of any nature in the care, custody, or control of the Contractor, or any property over which the Contractor is directly or indirectly exercising physical control by reason of the work to be performed.

C. **Special Hazards**

Where site conditions warrant, special hazards shall be covered during the life of this Contract by rider or riders to the policy or policies above required, or by separate policies of insurance.

D. **Business Automobile Liability**

Business automobile insurance to cover each automobile, truck or other vehicle used in the performance of the contract in an amount not less than a combined single limit of $1,000,000.00 for bodily injury, including death and property damage per occurrence.

E. The Contractor shall notify the Director of Law, in writing, at least ten (10) Days before it cancels or reduces its insurance policy or coverage, and immediately upon the Contractor's receipt of notice from its insurance company of any cancellation or reduction of the required insurance policy or coverage.

C.21. CONFLICTS IN DOCUMENTS

Should a conflict arise amongst these specifications, attachments, descriptions, requirements and/or provisions of this contract the more stringent, as determined by CPP, shall govern.

C.22. OEO PARTICIPATION (Supplemental to A-17, A-18, and A-19)

Under Chapter 187.13C of the Codified Ordinances, the OEO participation goal for this contract has been waived. Schedules 1-4 are not required.

There is no Subcontractor Participation (Utilization) Goal for this contract. However, per Section A-19(a) of the Instructions to Bidders, any and all proposed subcontractors, Whether City certified or not, must be divulged and listed in the sealed bid. If you do plan to utilize a subcontractor, submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on this contract.

SECTION C – SUPPLEMENTAL GENERAL CONDITIONS

You are encouraged to consider City-certified firms for any available subcontracting opportunities. A searchable database of all City-certified firms can be found on the City of Cleveland Office of Equal Opportunity Website: http://cleveland.diersitycompliance.com. On the website, click on CSB/MBE/FBE Registry.

C.23 NOTICE TO PROCEED

The term of this contract shall begin when CPP issues a Notice to Proceed to the awarded vendor. A Notice to Proceed shall not be issued until the contract has been fully executed and delivered to all parties.

- END OF SECTION C -

SPECIFICATIONS/DESCRIPTION OF PRODUCTS AND / OR SERVICES DEPARTMENT OF PUBLIC UTILITIES – DIVISION OF CLEVELAND PUBLIC POWER

STREETLIGHTING MATERIALS 2026

SECTION D- DETAILED TECHNICAL SPECIFICATIONS

D.1 LIGHTING BRACKETS FOR MOUNTING ON WOOD POLES

Standard 6', 8', 12' and 15' bracket arms shall conform in every respect to Salco single and Salco double arm. See Salco Dwgs.

Standard brackets and special 12' brackets with 60" rise shall be fabricated of aluminum pipe capable of supporting a 53-pound fixture with standard 2" slipfitter. Bracket shall have welded joints and the bracket shall be welded to pole shoe. An entrance bushing shall be provided as shown for wiring. End of bracket to be plain. Brackets shall be delivered fully assembled.

D.2 FIBERLASS TRUSS STYLE REPLACEMENT POLES FOR STEEL STREETLIGHT POLES

All poles, mast arms and break-away bases shall be furnished fully painted, all non-fiberglass members shall have one coat of gray epoxy mastic aluminum primer (Sherwin Williams MC-56 E30 or approved equal) and a finish coat of hi-solids polyurethane (Sherwin Williams MC-56 E37, or approved equal). Color to be determined at time of order.

D.2.1 Truss Style Poles

D.2.1.1 Pole shall be a minimum of 36' long and be of fiberglass composite construction with a 6'.6:'Diameter top and a 14"/ft. taper. Pole shall fit a 14" Bolt Circle and T-base shall fit 15"-17" B.C. and shall be 17" tall. The pole, arm and base shall be bronze in color. Pole shall be similar or equal to Whatley/Valmont pole TR50. Bronze preferred but, Color to be determined at time of order.

D.2.2 Mast Arm

D.2.2.1 12' Truss Arm for 36'.5" poles.
12' truss arm shall be smooth aluminum and have an Upper and lower member that joins securely to the pole.

D.2.3 Anchor Rods

One set of four (4) galvanized one inch anchor rods 40 (36 + 4) inches in length, each with two nuts and two washers, shall be furnished with each steel pole assembly. Anchor bolts shall conform to latest ASTM specification for high strength, galvanized anchor bolts, 50,000 psi minimum.

D.2.4 Break-away Pole Bases

Transformer type bases shall be fabricated from aluminum alloy conforming to ASTM B-26 or B-108 alloy SG-70A-76, latest revision, and shall meet the latest AASHTO and FHWA break-away standards.

The transformer base shall be fastened to the shaft anchor base by means of four (4) one inch diameter hex head machine bolts and nuts conforming to ASTM A-307, latest revision.

The top of the aluminum transformer base shall be coated or painted with a heavy film of zinc rich paint.

D.2.5

The transformer base shall have a ground line bolt circle of 15"-17" and the top BC shall be compatible with slotted poles that measure 11"- 15" at base of pole.

D.2.6 Inventory Identification

All poles, mast arms and break-away bases shall be permanently marked with inventory codes supplied at time of order. Markings shall be such that they can not be removed by hand or faded or otherwise obliterated by rain, snow, wind, sun or other weather conditions encountered in outdoor storage.

D.3 STANDARD ROUND, TAPERED FIBERGLASS STREETLIGHT POLES

This specification section shall cover Standard Streetlight Poles, North Coast Harbor Streetlight Poles, North Coast Harbor Pedestrian Poles and Theater District Poles.

All poles shall be a hollow, truncated cone of suitable wall thickness and taper. The taper shall be uniform from top to bottom (any section shall be circular). North Coast

Harbor Streetlight Poles shall have a top diameter (O.D.) of 7.1" and a diameter (O.D.) of 10.5" at the butt end. North Coast Harbor Pedestrian Poles shall have a top diameter (O.D.) of 8" and a diameter (O.D.) of 11" at the butt end. Poles shall have tenon tops.

Any pole provided shall not weigh less than 95% of the manufacturer's advertised or specified weights.

Fiberglass poles furnished as part of this specification shall be capable of being fitted as follows:

SECTION D- DETAILED TECHNICAL SPECIFICATIONS

Standard Fiberglass Streetlight Poles (any or all of the following items)

1. Decorative luminaire or roadway luminaire and mast arm at top of pole.
2. Up to two floodlights at top of pole.
3. Decorative luminaire at fifteen (15) feet above base of pole.
4. Duplex receptacle at seventeen (17) feet above base of pole.
5. Band mounted banner utilizing banner saver brackets (max. 20 square feet for a single banner, 30 square feet for double banners) located in the area between fifteen (15) and twenty-three (23) feet above base of pole.

North Coast Harbor Streetlight Poles

1. North Coast Harbor luminaires or other CPP stock pedestrian units I.E. Acorns & Octagonal units.

Theater District Poles (Whatley TS45-17-AB-CC, or equal)

1. Luminaire ("Epic") and arm (various) only

D.3.1 Wind Loading

The poles furnished as part of this specification shall be designed in accordance with 90 MPH (30% gust factor) AASHTO wind loading. Certified mathematical wind load calculations must be submitted with the bid.

D.3.2 Material

The reinforcing glass shall be a commercial grade of "E" glass fibers in continuous filament, woven filaments, chopped strand forms or a combination of the same. The glass fibers shall be treated with a coupling agent compatible with the resin used. The pole shall be non-conductive and chemically inert. The thermosetting resin shall contain ultraviolet inhibitors.

D.3.3 Surface

The pole exterior surface shall be smooth and uniform in texture and color and should not contain any exposed surface fibers.

A non-woven polyester fabric tape is to be double wrapped over the uncured fiberglass pole. The polyester fabric is to be pre-saturated with epoxy resin to

impregnate the pole and insure a positive bond. The polyester fabric tape is to be applied to the pole to maintain surface integrity without significant noticeable change in appearance to ultraviolet, chemicals and extreme weather conditions.

The finish coat shall be a highly weather resistant, color pigmented polyurethane and shall have a dry film thickness of 1 1/2 mils minimum. Color, including all standard colors, to be determined at time of order. If not specified at time of order color shall be as follows:

Standard Streetlight Poles –
Sherwin Williams Cleveland Light Pole Brown or approved equal.

North Coast Harbor Streetlight Poles and Pedestrian Poles –
Sherwin Williams Sedate Gray or approved equal.

The surface is to be tested for a minimum of 2,500 hours of accelerated testing in accordance with ASTM G-53, latest revision. The results shall indicate no fiber exposure, crazing, or checking. There may be only slight chalking and color may only dull slightly.

D.3.4 Reinforcing

The Standard Streetlight Poles and North Coast Harbor Streetlight Poles shall be reinforced in the area between fourteen (14) feet and twenty-four (24) feet above the ground line to allow band mounting of holiday ornaments or banners.

D.3.5 Duplex Receptacle

A weatherproof 120 V electrical duplex outlet shall be installed at seventeen (17) feet above the base on the Standard Streetlight Poles. Blank covers shall be provided to plug holes in cases where receptacles are not installed.

D.3.6 Pole Top Tenon

The pole top for the North Coast Harbor Pedestrian Poles shall be a 3" O.D. x 3 1/2" long tenon. The pole top for the North Coast Harbor Streetlight Poles shall be a 6 1/2" O.D. x 10" long. The pole top for the Theater District Poles shall be a 4" O.D. x 6" long. The pole top for the Standard Streetlight Poles 27', 30', 32' and 35' in height shall be a 3" O.D. x 3 1/2" long tenon, a 2 3/8" O.D. x 2 3/4" long heavy duty tenon, a 4" O.D. x 6" long tenon or a 4" O.D. x 10" long tenon to be designated at time of order. The tenon shall be aluminum or steel permanently attached to the pole shaft. The tenon shall be straight with no taper and coated with matching urethane finish. Standard Streetlight Poles shall also be supplied with a tenon cap. All tenons will be secured with 3 set screws.

D.3.7 Davit Arm

The North Coast Harbor Streetlight Poles shall be supplied with six foot davit arm. The davit arm shall be made of aluminum, .188" nominal wall thickness. Arm shall be six feet in height with horizontal reach of four feet. Arm shall taper from top of pole to 3-1/2" diameter at point of curvature. Curvature radius shall be 24". Horizontal end of davit arm shall be a 2-3/8" diameter tenon, six inches in length. Arm shall be secured in place by means of a through bolt with self-locking nut to prevent loosening due to vibrations or other factors. See Cleveland Public Power, North Coast Harbor Streetlight Pole Drawing attached to these specifications. Standard arm shall fit 6-1/2" O.D. x 10 long tenon.

D.3.8 Pull Wires

Poles shall have pull wires installed to facilitate installation of conductors.

D.3.9 Hand Hole

Each pole shall have a hand hole with a non-metallic, removable, lockable cover and seal. The cover shall be the same color and texture as the pole. The hand hole shall be 2-1/2" x 5" for the Standard Streetlight Poles, the Theater District Poles and the North Coast Harbor Streetlight Poles and 4" x 6" for the North Coast Harbor Pedestrian Poles.

D.3.10 Shipping

Each pole shall be individually wrapped with plastic shrink film or poly-bagged for protection during shipping and storage.

D.3.11 Base Plate and Cover for Anchor Base Poles

A one piece, steel (hot-dipped galvanized) anchor base casting shall be provided which is permanently attached to the bottom of the pole. The base shall be adhesively bonded to the pole and shall also be mechanically locked to the pole in such a manner that it cannot come loose even if the adhesive bond fails. The anchor base casting shall be capable of covering a bolt circle range of 11" to 15".

A removable clam-shell style cover of the same material and color as the pole shall be provided that completely surrounds the base.

D.3.12 Anchor Rods for Anchor Base Poles

One set of four (4) galvanized 1 inch anchor rods 40 (36 + 4) inches in length, each with two nuts capable of covering a bolt circle range of 11" to 15".

A removable clam-shell style cover of the same material and color as the pole shall be provided that completely surrounds the base.

D.3.13 Anchor Rods for Anchor Base Poles

One set of four (4) galvanized 1 inch anchor rods 40 (36 + 4) inches in length, each with two nuts and two washers, shall be furnished with each pole assembly. Anchor bolts shall conform to latest ASTM specification for high strength, galvanized anchor bolts, 50,000 psi minimum.

D.3.14 Loading Test

The manufacturer shall provide one (1) set of shop drawings for the pole and certified test data for deflection and ultimate strength shall also be submitted with the bid. All testing is to be performed on the pole with the appropriate size hand hole located on the compression side.

1. A horizontal load is to be applied in 100 pound increments at a point 12 inches from the top until an ultimate top load of 1,400 pounds has been applied. The pole shall withstand a minimum of 1,400 pounds of horizontal load before failure.

   Under the same test procedure, the maximum deflection under 100 pound loading shall be 4% of the above ground length of the pole.

2. A horizontal load is to be applied in 100-pound increments at a point 12 inches from the top of the pole. The load is to be held for five (5) minutes without pole failure and the pole is to have no more than 1% permanent deflection after unloading.

D.3.15 Inventory Identification

All poles, davit arms and bases shall be permanently marked with inventory codes supplied at time of order. Markings shall be such that they cannot be removed by hand or faded or otherwise obliterated by rain, snow, wind, sun or other weather conditions encountered in outdoor storage.

D.4 VETERANS MEMORIAL BRIDGE PEDESTRIAN POLE (Whatley, TS 45 or Equal)

The fiberglass lamp posts shall be round, hollow, 12' or 15' in height to the bottom of the post top tenon and have a uniformly tapered shaft. Posts shall be non-conductive and chemically inert.

The lamp post top diameter shall be a minimum of 4.5" O.D. and post shall have a .14 inch per foot taper. Post shall be W. J. Watley, Inc., with a two pc base cover.

D.4.1 Post Shaft Construction

The post inner structural member shall be constructed from continuous fiberglass filaments combined with thermosetting polyester resin. The structural member shall

have a minimum wall thickness of 3/32" and shall be reinforced in areas of handholes. The post shall have a tapered wall increasing in thickness from top to base in proportion to the load and ground line moment requirements.

The fiberglass and resin ratio of the inner structural member will contain at least 65% glass, the balance epoxy resin.

The glass filament will be helically wound under tension, first at a relatively high angle (65 – 85 degrees) to the longitudinal axis of the structural member, with alternate layers of filaments in opposite directions for maximum circumferential (compressive) strength..

An outer core section of greater weight than the inner core section is helically wound by wrapping continuous glass filaments at a relatively low angle (3 -15 degrees) to the longitudinal axis of the pole for maximum longitudinal (bending) strength.

D.4.2 Wind Loading

The poles furnished as part of this specification shall b designed in accordance with 90 MPH (30% gust factor) AASHTO wind loading. Certified mathematical wind load calculations must be submitted with the bid.

D.4.3 Performance Criteria

The post shall be designed with a minimum safety factor of 2 :1 and have no more than a 10% deflection at full wind loading. The post shall deflect no more than 5% of the above ground length with 100 pounds of lateral top load. The post shall withstand 600 pounds of top load before failure.

D.4.4 Post Top

A 3" O.D. x 3" long galvanized steel tenon shall be firmly bonded to the post for mounting a post top luminaire. The tenon shall be straight with no taper and shall be coated with matching urethane finish.

D.4.5 Wire Entrance

The wire entrance hole shall be 4" I.E.

D.4.6 Surface Finish

The pole exterior surface shall be uniform and consistent for the entire length of the post. The resin shall contain pigment to improve ultraviolet resistance. The finish coating shall be pigmented urethane finish capable of withstanding exposure to ultraviolet, chemicals and extreme weather conditions. The surface coating shall be a minimum dry film thickness of 1 ½ mills. Color shall be silver to match the luminaire.

D.4.7 Handhole

The handhole shall be 2 ½"? x /5". The handhole cover shall be non-corrosive metal or fiberglass and painted to match the post.

D.4.8 Anchor Bases and Anchor Bolts

Anchor base posts shall have electro-galvanized steel anchor bases. The anchor base shall be bonded to the post with high-strength epoxy adhesive and coated with matching urethane finish. The anchor base plate shall accommodate four (4) one inch anchor bolts forty (40) inches (36 + 4) in length supplied with the pole. Anchor bolts shall conform to latest ASTM specifications for high strength, galvanized anchor bolts, 50,000 psi minimum. The anchor bolt circle shall be 11" to 15".

D.4.9 Ornamental Base Cover

A decorative cover of the same color as the pole shall be provided that completely surrounds the base. The cover shall be a two-piece round (no flats) fiberglass or urethane design and shall attach to the post with stainless steel hex socket locking screws. (Whatley, Inc. D10MRD or equal).

D.4.10 Samples

A sample composite base cover and a sample cut-away composite shaft section must be submitted for approval. Samples will be returned.

D.4.11 Shipping

Each pole shall be individually wrapped with plastic shrink film or poly-bagged for protection during shipping and storage.

D.4.12 Inventory Identification

All poles and bases shall be permanently marked with inventory codes supplied at the time of order. Markings shall be such that they can not be removed by hand or faded or otherwise obliterated by rain, snow, wind, sun or other weather conditions encountered in outdoor storage.

D.5 SUPERIOR AVENUE MAST ARMS

Mast arm shall be 6' in length and shall consist of a 2" Schedule 80 aluminum pipe, alloy 6063-T6, a decorative aluminum casting, a decorative aluminum rear finial and a decorative aluminum finial with removable access cover, alloy 356-T6. Two inch pipe and finial shall be welded to the aluminum casting with continuous welds as shown on the attached drawing. The finial with removable access cover shall attach to decorative casting by means of four 1/4" diameter stainless steel set screws.

Decorative casting shall be made to fit over 3" O.D. x 3 1/2" long tenon and shall be held securely in place by means of 3/8" diameter stainless steel set screws (two rows of 4 at 90 degrees).

Arm shall be identical in appearance and design as HAPCO B84642.
Single arm shall be identical in appearance and design as HAPCO B8442 and double arms shall be identical to HAPCO DWG.B32180.

All poles and bases shall be permanently marked with inventory codes supplied at time of order. Markings shall be such that they can not be removed by hand or faded or otherwise obliterated by rain, snow, wind, sun or other weather conditions encountered in outdoor storage.

D.6 ORNAMENTAL FIBERGLASS, FLUTED, TAPERED LAMP POSTS

This specification section shall cover Ornamental and Euclid Avenue Historic Reproduction Posts, University Circle Gateway Posts and Cleveland Standard Bridge Posts, anchor base type and direct embedded type.

The fiberglass lamp posts shall be round, hollow and have a uniformly tapered shaft with 16 flutes. Posts shall be non-conductive and chemically inert.

Ornamental Posts:
The lamp post shall be 14' in height to the bottom of the post top tenon with a minimum of 4.5" O.D. top diameter and post shall have a .20" per foot taper. A 5" O.D. post top ring shall provide a smooth luminaire to post top transition. Post shall be W. J. Whatley, Inc. XF45-D9M (2) or an approved equal.

Euclid Avenue Historic Reproduction Posts:
The lamp post shall be 14' in height to the bottom of the post top Tenon. Post shall have a 5" O.D. post top and a decorative ring that shall provide a smooth luminaire to post top transition. The post shall Black in color, have a 14" taper, be fiberglass in construction and shall `include a 2-pc base cover. Post shall be similar or equal to W. J. Whatley, Inc. CF50-14-AB-BLK Bridge Posts:
The lamp post shall be 9' in height to the bottom of the post top tenon with a minimum of 4.5" O.D. top diameter. Post shall have a decorative ring that shall provide a smooth luminaire to post top transition. The post shall be Black in color, have a 14" taper, be fiberglass in construction and shall include a 2-pc base cover. Post shall be similar to W. J. Whatley, Inc. CF50-9-AB-BLK or an approved equal.

University Circle Gateway Posts:
The lamp post shall be 7' in height to the bottom of the post top tenon with a minimum of 5" O.D. top diameter. The post shall have a top ring that shall provide a smooth luminaire to post top transition and be fiberglass in construction. Post shall include a 2-pc base cover and be similar to W. J. Whatley, Inc. CF50-7-AB-BLK or an approved equal.

D.6.1 Post Shaft Construction

The one-piece post shaft shall be comprised of a filament-wound inner core, an elastometric urethane fluted outer shell.

Outer Fluted Shell: The outer fluted shell will be constructed of advanced RP/C composites.

Inner Structural Member: The post inner structural member shall be constructed from continuous fiberglass filaments combined with thermosetting epoxy resin. The structural member shall have a minimum wall thickness of 5/32"" and shall be reinforced in areas of handholes. The post shall have a tapered wall increasing in thickness from top to base in proportion to the load and ground line moment requirements.

The fiberglass and resin ratio of the inner structural member will contain at 50% glass, the balance epoxy resin.

The glass filament will be helically wound under tension, first at a relatively high angle (65 – 85 degrees) to the longitudinal axis of the structural member, with alternate layers of filaments in opposite directions for maximum circumferential (compressive) strength.

D.6.2 Wind Loading

The poles furnished as part of this specification shall be designed in accordance with 90 MPH (30% gust factor) AASHTO wind loading. Certified mathematical wind load calculations must be submitted with the bid.

D.6.3 Performance Criteria

The post shall be designed with a minimum safety factor of 2:1 and have no more than a 10% deflection at full wind loading. The post shall deflect no more than 2.5% of the above ground length with 100 pounds of lateral top load. The post shall withstand 550 pounds of top load before failure.

D.6.4 Post Top

A 3" O.D. x 3" long galvanized steel tenon shall be firmly bonded to the post for mounting a post top luminaire on all but the University Circle Gateway Posts which shall have a 3" O.D. x 5" long tenon. The tenon shall be straight with no taper and shall be coated with matching urethane finish.

D.6.5 Wire Entrance

The wire entrance hole shall be 4" I.D. for the anchor base post and 2" x 5" for the direct embedded post.

D.6.6 Surface Finish

The pole exterior surface shall be uniform and consistent for the entire length of the post. The resin shall contain pigment to improve ultraviolet resistance. Resin pigment shall be black. The finish coating shall be pigmented urethane finish capable of withstanding exposure to ultraviolet, chemicals and extreme weather conditions. The surface coating shall be a minimum dry film thickness of 1 1/2 mills. Color shall be black, with feel and texture of cast iron.

D.6.7 Handhole

The handhole shall be 2 1/2" x 5". The handhole cover shall be non-corrosive metal or fiberglass painted to match the post. The handhole cover shall be concealed by the clam-shell style base cover.

D.6.8 Anchor Bases and Anchor Bolts

Anchor base posts shall have electro-galvanized steel anchor bases. The anchor base shall be bonded to the post with high-strength epoxy adhesive and coated with matching urethane finish. The anchor base plate shall accommodate four (4) one inch anchor bolts forty (40) inches (36 + 4) in length supplied with the pole. Anchor bolts shall conform to latest ASTM specification for high strength, galvanized anchor bolts, 50,000 psi minimum. The anchor base shall accommodate bolt circles from 11" to 15".

D.6.9 Ornamental Base Cover

A decorative cover of the same color as the pole shall be provided that completely surrounds the base. The cover shall be a two-piece clam-shell type fiberglass design. The cover halves shall attach to each other with stainless steel screws.

D.6.10 Samples

A sample composite base cover and a sample cut-away composite shaft section must be submitted for approval. Samples will be returned.

D.6.11 Inventory Identification

All poles and bases shall be permanently marked with inventory codes supplied at time of order. Markings shall be such that they can not be removed by hand or faded or otherwise obliterated by rain, snow, wind, sun or other weather conditions encountered in outdoor storage.

Direct Buried post:

Direct Burial (10 to 16' DE pole)

Tenons: 3" OD x 3.5 "long, Tenons are A356-T6 aluminumor hot-dipped galvanized steel, standard color black. Pole shall be similar in design and appearance to the Whatley T34 or an approved equal.

D.6.12 Decorative Arm

A decorative arm shall be supplied with the University Circle Gateway Posts capable of supporting 5 luminaires. Galvanized steel tenons 3" O.D. x 3" long shall be painted to match the arm.

All arms shall be permanently marked with inventory codes supplied at time of order. Markings shall be such that they can not be removed by hand or faded or otherwise obliterated by rain, snow, wind, sun or other weather conditions encountered in outdoor storage.

D.7 SMOOTH, STRAIGHT FIBERGLASS PEDESTRIAN LIGHT POSTS

The fiberglass lamp post shall be round, hollow, and have a one-piece shaft that is straight with no taper. The lamp post outside diameter shall be 4.0". The post shall be non-conductive and chemically inert. The lamp post shall be 16'-6" in height except for suspension mounted fixtures which shall be 17'-6" in height. Posts shall be pre-drilled for "Icon" ICS fixtures.

D.7.1 Post Shaft Construction

The one-piece post shaft shall be constructed from pultruded fiberglass reinforced isophthalic polyester resin utilizing longitudinal glass roving, continuous strand mat and off-axis fibers best oriented for optimum part performance. Nominal glass content shall be 50-55% by weight.

The shaft shall have the following properties:

Transverse	Longitudinal	
Ultimate Tensile Strength	8,000 psi	45,000 psi
Tensile Modulus	1,000,000 psi	2,500,000 psi
Ultimate Flexural Strength	15,000 psi	45,000 psi
Flexural Modulus	800,000 psi	1,800,000 psi

Full Section in Bending	
Modulus of Elasticity	3,500,000 psi min.

D.7.2 Post Top
Poles shall have a removable top cap coated with matching urethane finish.

D.7.3 Wind Loading
The poles furnished as part of this specification shall be designed for 90 MPH wind loading zone with 3 second gust factor and a maximum fixture EPA of 3.0. Certified mathematical wind load calculations must be submitted with the bid.

D.7.4 Wire Entrance
The wire entrance hole shall be 4" I.D.

D.7.5 Surface Finish
The pole exterior surface shall be uniform and consistent for the entire length of the post. The resin shall contain pigment to improve ultraviolet resistance. Resin pigment shall be black. The finish coating shall be pigmented urethane finish capable of withstanding exposure to ultraviolet, chemicals and extreme weather conditions. The surface coating shall be a minimum dry film thickness of 1 1/2 mills. Finish shall be black, bronze, grey, white, dark platinum or graphite metallic, color to be designated at time of order.

D.7.6 Handhole
The handhole shall be 2 1/2" x 5". The handhole cover shall be non-corrosive metal or fiberglass painted to match the post.

D.7.7 Anchor Bases and Anchor Bolts
Anchor base posts shall have electro-galvanized steel anchor bases. The anchor base shall be bonded to the post with high-strength epoxy adhesive and coated with matching urethane finish. The anchor base plate shall accommodate four (4) one inch anchor bolts forty (40) inches (36 + 4) in length supplied with the pole. Anchor bolts shall conform to latest ASTM specification for high strength, galvanized anchor bolts, 50,000 psi minimum. The anchor base shall accommodate bolt circles from 11" to 15".

D.7.8 Ornamental Base Cover
A decorative cover of the same color as the pole shall be provided that completely surrounds the base. The cover shall be a two-piece fiberglass or urethane design.

D.7.9 Inventory Identification

All poles and bases shall be permanently marked with inventory codes supplied at time of order. Markings shall be such that they can not be removed by hand or faded or otherwise obliterated by rain, snow, wind, sun or other weather conditions encountered in outdoor storage.

D.7.10 Samples

A sample composite base cover and a sample cut-away composite shaft section must be submitted for approval. Samples will be returned.

D.8 UNIVERSAL-FIT HANDHOLE COVERS

Universal-fit handhole covers shall be made of high impact ABS plastic and shall fit poles 6" to 20" in diameter. Retainer bracket for handhole covers shall be high impact ABS plastic with 10% glass reinforcement and shall be easily installed without tools. Covers shall be attached to retainer bracket with a glass filled nylon, flame retardant hex head bolt.

Cover colors shall include dark bronze, grey and green.

Covers shall be similar in design and appearance to the Quantum Engineering Model SLR-H rectangular and SLO-H oblong covers or approved equal.

D.8.1
Anchor Bolts

The pedestal mounting bolts shall not be visible or accessible externally. Four hot-dipped galvanized anchor bolts, 5/8 – 13 x 18", with nuts and washers shall be supplied with each pedestal. Additional anchor bolt sets may be requested at time of order.

< END OF SECTION D >

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS:☐☐ Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any contractor or subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the contractor or subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two (2) years.

CHECK WHICHEVER IS APPLICABLE:

☐ A.☐ ☐☐ The undersigned or any controlling shareholder,* subsidiary, or parent corporation of the undersigned is **NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND**. (if paragraph A. is checked, proceed to the signature line.)

☐ B.☐ ☐☐ The undersigned or any controlling shareholder,* subsidiary, or parent corporation **IS ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND**. (if paragraph B. is checked, please either check the stipulation contained in paragraph C. or attach documentation that shows that the undersigned has complied with the stipulation contained in paragraph C.)

☐ C.☐ ☐☐ The undersigned and all enterprises identified in paragraph B. are **TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPLES FOR FAIR EMPLOYMENT IN NORTHERN IRELAND."** A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

_____
Name of Contractor of Subcontractor

By: _____

Title: _____

☐ * "Controlling shareholder" means any shareholder owning more than fifty percent (50%) of the stock in the corporation or more than twenty-five percent (25%) of the stock in the corporation if no other shareholder owns a larger share of stock in the corporation.

SUPPLEMENTAL
NOTICE TO BIDDERS

SUBJECT: Submission
NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES
DISCLOSURE

Each bidder and/or appropriate parties should complete the DISCLOSURE and submit it with the bid, if possible. If not submitted with the bid, it must be completed and submitted to the Commissioner of Purchases and Supplies prior to any contract being awarded by the City. If a bidder or appropriate parties fail to complete and submit it, they shall not be eligible for a contract award.

WAGE THEFT AND PAYROLL FRAUD DISCLOSURE

SUMMARY:

Bidders on certain City contracts, recipients of Assistance, and any of their prospective subcontractors must disclose any wage theft or payroll fraud violations over the last three years. Unless they receive a waiver from the City's Fair Wage Employment Board, violators are placed on the City's Adverse Determination List, which prevents them from entering into new contracts with or receiving Assistance from the City. This disclosure requirement and the waiver process are set forth in Chapter 190 of the Codified Ordinances of Cleveland, Ohio, 1976 ("Chapter 190").

INSTRUCTIONS:

Pursuant to Chapter 190, the information requested on this document must be provided by any person or entity bidding on or making a proposal for a Construction or Improvement Contract or a Service Contract, or applying for Assistance, and any of their prospective subcontractors.

Any person or entity that is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract.

DEFINITIONS:

"Adverse Determination" means a final action or adjudication that the person or entity in question has committed Wage Theft or Payroll Fraud and is further defined in Chapter 190.

"Assistance" means any form of City financial assistance, except for financial assistance provided for the development, rehabilitation or other means of providing residential housing. Assistance includes but is not limited to: grants; economic development loans; tax credits, incentives and abatements; subsidies; and bonds. Assistance does not include financial assistance which is received from another government or other entity with the City acting only as a conduit or fiscal agent for the funds, where the City exercises no control over the identity of any recipient or of the terms of the contract. Community Development Block Grant Funds are not considered conduit funds and, to the extent they otherwise qualify, are included as Assistance.

"Construction or Improvement Contract" means any contract entered into pursuant to Chapter 167 or Chapter 185 of the Codified Ordinances.

"Payroll Fraud" means concealing an entity's true payroll tax liability or other financial liability to a government agency from government licensing, regulatory or taxing agencies through misclassification of employees, failure to report or underreported

payment of wages, or executing a cash transaction while failing to maintain proper records of reporting and withholding.

"Service Contract" means any contract or subcontract between a person, business or corporation and the City of Cleveland that primarily involves the furnishing of services to the City (as opposed to the purchase of goods or other property or the leasing of property), and shall be limited to the following categories of services: food service, janitorial, security services, parking lot attendants, home health care, health care aides, waste management, automotive repair services, landscaping, towing contracts, building and maintenance services, carpentry, clerical services, urban forestry, housekeeping, street maintenance and repair, and sidewalk maintenance and repair. This includes services performed on City-owned premises including the following City-owned locations: airports, parking lots, municipal parks, recreational facilities, and City-owned buildings. Contracts that are primarily for the purchase of goods or other property are not considered Service Contracts.

"Wage Theft" means a violation of the Ohio Prompt Pay Statute, RC 4113.15; the Ohio Minimum Fair Wage Standards Act, RC Chapter 4111; Oh. Const. Art. II, Sec. 34a; RC Chapters 4109 or 4115; RC 4113.17, 4113.18, 4113.52 or 4113.61; or a violation of any substantially equivalent federal or state law; as any of these laws may be amended or superseded.

CHECK WHICHEVER IS APPLICABLE:

(A) ( ) The undersigned person or entity HAS NOT had any Adverse Determinations within the last three (3) years.

(B) ( ) The undersigned person or entity HAS had any Adverse Determinations within the last three (3) years.

If (B) is checked, then in an attachment(s) to this form, please disclose all Adverse Determinations within the last three (3) years.

Name of Person or Entity: _____

Signature: _____

Printed Name of Signatory: _____

Title of Signatory: _____

Date: _____

EQUAL OPPORTUNITY CLAUSE
(Section 187.22(b) C.O.)

Each Contract also shall contain the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.

(3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) It is the policy of the City that local businesses, minority-owned businesses and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.

(5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code, and with the Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.

(6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.

(7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code."

MAYOR'S OFFICE OF EQUAL OPPORTUNITY

PARTICIPATION INFORMATION FORM

(Requirement and Standard Contracts)

The Subcontractor Participation Goals for this contract are:

0% CSB Participation

A searchable database of all CSB Subcontractors eligible to fulfill these subcontractor participation goals can be found on the City of Cleveland Office of Equal Opportunity Website:

http://www.city.cleveland.oh.us/CityofCleveland/Home/Business/Equal%20Opportunity

Click on CSB/MBE/FBE Registry.

Rev jeh 031

DIVISION OF PURCHASES & SUPPLIES

Subcontractors Notice

There is no Subcontractor Participation (Utilization) Goal for this contract. However, per Section A-19 or 22(a) of the Instructions to Bidders, any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed bid. If you do plan to utilize a subcontractor, submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on this contract.

You are encouraged to consider City-certified firms for any available subcontracting opportunities. A searchable database of all City-certified firms can be found on the City of Cleveland Office of Equal Opportunity Website:

http://www.city.cleveland.oh.us/oeo

On the website, click on CSB/MBE/FBE Registry.