

# Request for Proposals (RFP)

**City of Canton, Ohio**  
Purchasing Department  
218 Cleveland Ave. SW, 4<sup>th</sup> floor  
Canton, Ohio 44702

American Rescue Plan Act (ARPA)  
2023 Summer Program/Project  
Request for Proposal

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**Item/Project**

Community Development

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**Responsible Department**

March 16, 2023, 4:00pm

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**Proposals Due On or Before**

## Proposal Submitted By:

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**Company Name**

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**Street Address**

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**City****State****Zip**

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**Contact Person****Phone No.****Email Address**

## **Request for Proposals**

### **City of Canton**

#### **American Rescue Plan Act (ARPA) 2023 Summer Program/Project Request for Proposal**

The Department of Community Development, on behalf of the City of Canton, is requesting proposals for the 2023 AMERICAN RESCUE PLAN ACT (ARPA) Summer Program/Projects. This document provides instructions for submitting applications, award criteria and applicant eligibility. A proposed project will be responsible for providing summer enrichment activities to mitigate summer learning loss for youth residing in Canton, Ohio. Activities may include any of the following: classroom instruction, enrichment, recreational activities, employment opportunities and administrative services for City of Canton youth during the traditional months of May — August 2023. Applicants who received previous City of Canton funds for summer projects are highly encouraged to apply. Please provide a detailed sustainability plan from other financial sources for future summer learning and enrichment projects for FY 2024 and FY 2025. Please note that ARPA funds will not be available after the summer of 2024, so preference will be given to programs that demonstrate continued sustainability past this point.

**Criteria** — Applicants will provide summer enrichment activities to mitigate summer learning loss for youth residing in Canton, Ohio. Activities may include any of the following: classroom instruction, enrichment, recreational activities, employment opportunities and administrative services for City of Canton youth during the traditional months of June —August 2023. Applicants will be required to adhere to the eligibility requirements of ARPA, comply with United States Treasury guidance as laid out in the SLFRF Final Rule and related federal laws. All grant awards are subject to legal review for final approval and ARPA eligibility. A sample ARPA contract has been provided for your reference.

**Need** — Applicants will address a philosophy on mitigating summer loss for students. Identify population served, include area, location or targeted schools in Canton, Ohio. Address HUD's income definition and numbers of low-moderate income (LMI) students expected to serve. Explain why the program or activity is necessary to assist students post COVID 19 pandemic.

**Objectives** — List a minimum of 3 attainable objectives using measurable outcomes.

**Performance Plan** — Identify a timeline of activities. Explain the plan of operation including recruitment and selection of Canton participants. Timeline must address objectives. Discuss curriculum, workshops, administration, monitoring and key personnel roles. If applicable, describe career development plan, including process to recruit and obtain community employers or supporters. Attach budget and budget narrative outlining activities. Insert leverage of funds and plans to financially sustain the program for summer activities in FY 2024 and FY 2025.

**Evaluation** — Provide summative and formative evaluations for objectives and performance plan.

The City of Canton — Request for Proposal  
American Rescue Plan Act (ARPA) Summer Program/Project Request for Proposal

**Questions**

All questions are to be submitted via email to the City of Canton Purchasing Department. Questions will not be taken via phone, text or other methods. Please direct all questions regarding this RFP in writing by **4:00 PM local time on March 9, 2023** to:

City of Canton Purchasing Department  
[Purchasing@cantonohio.gov](mailto:Purchasing@cantonohio.gov)

**Deadline and Submission Procedures:**

**ARPA Summer Program/Project applications are available online at:**

<https://www.cantonohio.gov/264/Community-Development>. Applicants interested in being considered for funding must provide their proposals by **4:00 P.M. on March 16, 2023**. Submit your completed application to [communitydevelopment@cantonohio.gov](mailto:communitydevelopment@cantonohio.gov). All applications must be submitted prior to the deadline of Monday, March 16, 2023.

RFP Contact	(330) 489-3330 <a href="mailto:communitydevelopment@cantonohio.gov">communitydevelopment@cantonohio.gov</a>
Submitted Questions	Send submitted questions in advance to: <a href="mailto:purchasing@cantonohio.gov">purchasing@cantonohio.gov</a>
Application Submitted Timeline	Application Period Opens — <b>Monday, March 1, 2023</b> Application Period Ends — <b>Monday, March 16, 2023</b> Program Year begins —Thursday, <b>June 1, 2023</b>

The City of Canton — Request for Proposal  
American Rescue Plan Act (ARPA) Summer Program/Project Request for Proposal

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**Evaluation and Award Process**

The City of Canton reserves the right to reject any or all proposals and to waive any informalities or irregularities in applications/proposals received. Technical Assistance can be scheduled by calling 330-489-3330.

**By order of the Director of Public Service**

**John M. Highman**

**Director of Public Service**

**Published** in The Repository on March 1 and March 8, 2023

**Bidder and Contractor Employment Practices Report**  
**City of Canton Office of Compliance**

**I. INSTRUCTIONS**

- A. This form is designed to provide an evaluation of your policies and practices as they relate to the extension of equal employment opportunity to all persons regardless to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
  
- B. City of Canton Codified Ordinance 507 and rules and regulations pursuant thereto provide for a contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements, and permits.
  
- C. Completion of this Contractor and Bidder Employment Practices Report is one of the steps which demonstrate compliance with the City's Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the vendor and its subcontractors rests with the vendor or subcontractor. Such demonstration is a prerequisite for continued eligibility for the award City contracts.

**II. VENDOR OR BIDDER INFORMATION**

1. Reporting Status  A. Prime Contractor      B. Prime Subcontractor      C. Supplier      D. Other (Specify)
2. Name, Address and Telephone Number of Bidder Covered by This Report
3. Name, Address and Telephone Number of Principal Official or Manager of Bidder
4. Name, Address and Telephone Number of Principal Office of Bidder

**Evaluation (Office Use Only)**

- Compliant
  
- Non-Compliant
  
- Follow up needed \_\_\_\_\_

**III. POLICIES AND PRACTICES**

The bidder and the Contractor will indicate his willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Canton by encircling the applicable letter associated with each item below. The letters are interpreted as follows:

A — Current Practice      B — Company will immediately adopt this policy      C — Company is unwilling or is unable to adopt policy.

Circle One	Items	State Reason if (C) is checked
A      B      C	1. The company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity, with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment. This policy will be communicated in writing to all employees, subcontractors, recruitment sources and all relevant labor organizations and unions.	
A      B      C	0. The Company will develop procedures which will assure that this policy is understood and carried out by managerial, administrative, supervisory personnel.	
A      B      C	1. The company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.	
A      B      C	2. The company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Codified Ordinance 507.	
A      B      C	3. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained, and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A      B      C	4. Company will take steps to integrate any position, departments, or plant locations which have no minority persons, or are almost completely staffed with one particular ethnic or racial group.	
A      B      C	5. The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: Education, Experience, Tests, and Criminal Records.	
A      B      C	6. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A      B      C	7. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

IV. EMPLOYMENT DATA

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law. Please provide truthful and accurate information. If information provided is found to be false, bidder/contractor will be subject to the loss of all future awards.

Categories	Overall Total	Total Male	Total Female	MALE:				FEMALE:			
				African American	Asian American	Native American	Hispanic	African American	Asian American	Native American	Hispanic
Officials, Managers and Supervisors											
Professionals											
Technicians											
Part-Time Seasonal											
Office & Clerical											
Craftsman (skilled)											
Operatives (semi-skilled)											
Laborers (un-skilled)											
Service Workers											
Total:											

REMARKS: Please explain any identification data appearing on last the report which differs from that given above. This includes major changes in employment, changes in composition of reporting units, and other pertinent information. Use a separate sheet if additional space is required.

V. ADDITIONAL INFORMATION (Optional)

Describe any other actions taken which show that all employees are recruited, hired trained, and promoted without regard to their race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Use a separate sheet if additional space is required.

VI. POLICY STATEMENT

The City of Canton, Ohio in conformance with local, state, and federal regulations, requires each vendor, contractor, and material suppliers working on city projects or awarded City contracts be signatures of the following statements:

- 1) It is the policy of \_\_\_\_\_ that equal employment opportunities be afforded to all qualified persons without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- 2) In support of this document \_\_\_\_\_ will not discriminate against any employee or applicant because of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- 3) \_\_\_\_\_ will take affirmative action to insure that applicants for employment and current employees are treated fairly without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Such action will include but not be limited to recruitment, advertising, or solicitation for employment, hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.
- 4) \_\_\_\_\_ will make every effort to comply with minority utilization goals as follows: (9%) nine percent minorities in your workforce on the job, (6.9%) six point nine percent female utilization on this job, and (10%) ten percent of contract amount expended with minority business enterprises, women-owned business enterprises or a combination of both.
- 5) \_\_\_\_\_ shall require each sub-contractor hired for this project to adhere to this statement.

VII. SIGNATURE

The undersigned certifies that he/she is legally authorized by the vendor/bidder to affirm all information and statements included in this employment practices report. That he/she has read all of the foregoing statements, representations, and affirmations and that they are true and correct to the best of his/her knowledge and belief. The undersigned, understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Office of Compliance, the bidder/contractor could be subject to loss of current and future awards.

Firm or Corporation Name:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date of Signing:

\_\_\_\_\_



**VENDOR INFORMATION**

1. The vendor shall provide all of the following information.

a. Name of Vendor \_\_\_\_\_

b. Business Address \_\_\_\_\_

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip

c. Business Telephone Number ( \_\_\_\_ ) \_\_\_\_\_

d. Person, address, email and telephone to whom official notices are to be sent  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

e. Person, address, email and telephone for further information regarding this contract  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State(s) of incorporation (w/dates of incorporation)  
\_\_\_\_\_  
\_\_\_\_\_

g. Principal place of business  
\_\_\_\_\_

h. Federal I.D. Number \_\_\_\_\_

2. Form of Business Organization.

\_\_\_\_\_ Corporation                      \_\_\_\_\_ Partnership \_\_\_\_\_ Other

3. The vendor shall provide the names and addresses of all persons interested as principals (officers, partners, and associates) in this proposal. Write first name in full, and give titles for offices.

_____	_____
_____	_____
_____	_____
_____	_____

All of the above, including the signatory to this contract, are citizens of the United States, except the following. (Provide names and addresses of those not a citizen of the United States.)

_____	_____
_____	_____
_____	_____
_____	_____

4. Name and address of other person, firms or companies interested in this contract.

_____	_____
_____	_____
_____	_____
_____	_____

## PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

The contractor shall maintain throughout the term of this agreement the following types and amounts of insurance:

1. A standard form of errors and omissions insurance with a minimum liability coverage of one million dollars (\$1,000,000.00); and
2. Comprehensive general liability insurance with a minimum liability coverage of one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate for bodily injury and property damage (including independent contractors, blanket contractual, personal injury) for claims arising thereunder; and
3. Comprehensive automobile liability insurance with a minimum liability coverage of one million dollars (\$1,000,000.00) each occurrence for bodily injury and property damage; and
4. Worker's compensation insurance to statutory limits on employees engaged in the work covered by this agreement.

### **Form of Insurance**

1. All insurance policies shall be maintained through an insurance company satisfactory to Canton.
2. Contractor shall provide the City of Canton "additional insured status" on said policies.
3. All insurance policies shall contain an endorsement by the insurance carrier providing thirty (30) days' notice to both the City and insured in the event of any change in coverage under the policy. No less than thirty (30) days advance notice of cancellation of the insurance policy shall be given to the City by the insurer.
4. Contractor shall assure that any and all consultant or subcontractors engaged or employed by Contractor can'y and maintain similar insurance with reasonable prudent limits and coverages in light of the services to be rendered by such consultants or subcontractors.
5. Contractor shall submit to Canton proof of such insurance in amounts satisfactory to Canton. The maintenance in full current force and effect of such form and amount of insurance shall be a condition precedent to Contractor's exercise or enforcement of any rights under the agreement with Canton.

City of Canton  
Department of Development  
Notice of Funding Available



Application  
For  
ARPA Funds

The American Rescue Plan Act was signed into law by  
President Biden on March 11, 2021

2023

Mayor, Thomas M. Bernabei  
Sherice L. Freeman, Community Development Director

**2023 American Rescue Plan Act (ARPA) Application  
Summer Youth Programs**

Legal Name of Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address/Location: \_\_\_\_\_

\_\_\_\_\_ Located in Council Ward#: \_\_\_\_\_

Agency Federal Tax ID# \_\_\_\_\_

Agency UEI number \_\_\_\_\_

Total Project Cost: \$ \_\_\_\_\_ Funding Requested: \$ \_\_\_\_\_

**Mission Statement**

Organization Mission Statement: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person *(This is the person who will receive ALL grant-related information, i.e. correspondence, telephone calls, e-mails, etc.):*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact for financial information if different from above. *(This is the person who will sign all documents and requests for disbursement, etc.):*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Applicant Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Applicant Representative (Please print or type)

## Project Summary

Additional pages may be added if needed.

Briefly describe the proposed project. The narrative should include the need or problem to be addressed, as well as the population to be served or the area to benefit.

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Describe the work to be performed, including the activities to be undertaken or the services to be provided, the goals and objectives, method or approach, and the implementation schedule.

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Describe clients to be served in terms of age, gender, ethnicity, income level, and other defining characteristics.

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Who will carry out the activities?

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What is the period over which the activities will be carried out?

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For service programs, include how you propose to coordinate your services with other community agencies and leverage resources.

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## Sources and Uses of Funding

Estimated total project cost: \$\_\_\_\_\_

Complete the detailed project budget below:

Types of Funding Utilized						
Sources (Examples)	City CDBG	Private	In-kind	Other Federal	State	TOTAL
Personnel						
Materials						
Supplies						
Student Support						
Field Trips/Activities						
Other						
TOTAL						

List other funding obtained or solicited for this project (including other public funds, private funds, and foundations). All projects must include funding from other sources.

<u>Funding Sources</u>	<u>Committed Amount</u>	<u>Pending Amount</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total	=====	=====





**Agency Information**

How many years has the agency been in service?

List the types of services the agency provides.

How many people does the agency serve? Provide a breakdown by characteristic, i.e., youth, elderly.

Describe the agency's experience with federal programs and the agency's capacity to carry out this program.

## Attachment I ACTIVITY TYPES

	<b>Acquisition or Disposition of Real Property</b>
	<b>Public Facility Improvements</b>
	Senior Centers
	Handicapped Centers
	Homeless Facilities
	Youth Centers
	Neighborhood Facilities
	Parks, Recreational Facilities
	Parking Facilities
	Sidewalks
	Child Care Centers
	Tree Planting
	Health Facilities
	Facilities for Abused and Neglected Children
	Asbestos Removal
	Facilities for AIDS Patients
	Operating Costs of Homeless/AIDS Patients Programs
	<b>Providing public services</b>
	Senior Services
	Handicapped Services
	Legal Services
	<b>Youth Services</b>
	Transportation Services
	Substance Abuse Services
	Services for Battered and Abused Spouses
	Employment Training
	Crime Awareness/Prevention
	Tenant/Landlord Counseling
	Child Care Services
	Health Services
	Services for Abused and Neglected Children
	Mental Health Services
	Housing Counseling
	Neighborhood Cleanups
	Food Banks
	<b>Direct Homeownership Assistance</b>
	<b>Housing Rehab Program</b>
	<b>Economic Development</b>
	Direct Financial Assistance to For-Profits
	Technical Assistance
	Micro-Enterprise Assistance



**Attachment II**  
(Complete and submit with application)

**BIDDER AND CONTRACTOR EMPLOYMENT PRACTICES REPORT**

**I. INSTRUCTIONS**

**I. INSTRUCTIONS**

- A. This form is designed to provide an evaluation of your policies and practices relating to the extension of equal employment opportunity to all persons regardless to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- B. City of Canton Codified Ordinance 507 and rules and regulations pursuant thereto provide for a contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements, and permits.
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**II. VENDOR OR BIDDER INFORMATION**

<b>1. REPORTING STATUS</b>			
a. Prime Contractor	b. Prime Sub-Contractor	c. Supplier	d. Other ( <i>Specify</i> )
2. NAME, ADDRESS, AND TELEPHONE NUMBER OF BIDDER COVERED BY THIS REPORT:			
3. NAME, ADDRESS, AND TELEPHONE NUMBER OF PRINCIPAL OFFICIAL OR MANAGER OF BIDDER:			
4. NAME, ADDRESS, AND TELEPHONE NUMBER OF PRINCIPAL OFFICE OF BIDDER:			

**EVALUATION**

<input type="checkbox"/> Compliance	<input type="checkbox"/> Non-Compliance	<input type="checkbox"/> Follow-Up Needed _____
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**III. POLICIES AND PRACTICES**

The bidder and the Contractor will indicate his willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Canton by encircling the applicable letter associated with each item below. The letters are interpreted as follows:

- A.** Current Practice unable to adopt policy      **B.** Company will immediately adopt this policy      **C.** Company is unwilling or is unable to adopt policy

CIRCLE ONE	ITEMS	STATE REASON IF (C) IS CHECKED
A    B    C	1. The Company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity, with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment. This policy will be communicated in writing to all employees, subcontractors, recruitment sources and all relevant labor organizations and unions.	
A    B    C	2. The Company will develop procedures which will assure that this policy is understood and carried out by managerial, administrative, supervisory personnel.	
A    B    C	3. The Company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.	
A    B    C	4. The Company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Codified Ordinance 507.	
A    B    C	5. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained, and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A    B    C	6. Company will take steps to integrate any position, departments, or plant locations which have no minority persons, or are almost completely staffed with one particular ethnic or racial group.	
A    B    C	7. Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: Education, Experience, Tests, and Criminal Records.	
A    B    C	8. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A    B    C	9. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

**IV. EMPLOYMENT DATA**

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law. Please provide truthful and accurate information. If information provided is found to be false, bidder/contractor will be subject to the loss of all future awards.

	Overall Total Male & Female	Male	Female	MALE				FEMALE			
				African American	Asian American	Native American	Hispanic	African American	Asian American	Native American	Hispanic
Officials, Managers, & Supervisors											
Professionals											
Technicians											
Part-Time Seasonal											
Office and Clerical											
Craftsmen (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
<b>TOTAL</b>											

**REMARKS:** Please explain any identification data appearing on the last report which differs from that given above. This includes major changes in employment, changes in composition of reporting units, and other pertinent information. Use a separate sheet if additional space is required.

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**V. ADDITIONAL INFORMATION (OPTIONAL)**

Describe any other action taken which show that all employees are recruited, hired, trained, and promoted without regard to their race, religion, color, sex, national origin, disability, sexual orientation, or sexual identity. Use separate sheet if additional space is required.

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**VI. POLICY STATEMENT**

THE CITY OF CANTON, OHIO IN CONFORMANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS, REQUIRES EACH VENDOR, CONTRACTOR, AND MATERIAL SUPPLIERS WORKING ON CITY PROJECTS OR AWARDED CITY CONTRACTS BE SIGNATURES OF THE FOLLOWING STATEMENTS:

- 1) IT IS THE POLICY OF \_\_\_\_\_ THAT EQUAL EMPLOYMENT OPPORTUNITIES BE AFFORDED TO ALL QUALIFIED PERSONS WITHOUT REGARD TO RACE, RELIGION, COLOR, SEX, AGE, NATIONAL ORIGIN, DISABILITY, SEXUAL ORIENTATION, OR SEXUAL IDENTITY.
- 2) IN SUPPORT OF THIS DOCUMENT \_\_\_\_\_ WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT BECAUSE OF RACE, RELIGION, COLOR, SEX, AGE, NATIONAL ORIGIN, DISABILITY, SEXUAL ORIENTATION, OR SEXUAL IDENTITY.
- 3) \_\_\_\_\_ WILL TAKE AFFIRMATIVE ACTION TO INSURE THAT APPLICANTS FOR EMPLOYMENT AND CURRENT EMPLOYEES ARE TREATED FAIRLY WITHOUT REGARD TO RACE, RELIGION, COLOR, SEX, AGE, NATIONAL ORIGIN, DISABILITY, SEXUAL ORIENTATION, OR SEXUAL IDENTITY. SUCH ACTION WILL INCLUDE BUT NOT BE LIMITED TO RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.
- 4) \_\_\_\_\_ WILL MAKE EVERY EFFORT TO COMPLY WITH MINORITY UTILIZATION GOALS AS FOLLOWS: (9%) NINE PERCENT MINORITIES IN YOUR WORKFORCE ON THE JOB, (6.9%) SIX POINT NINE PERCENT FEMALE UTILIZATION ON THIS JOB, AND (10%) TEN PERCENT OF CONTRACT AMOUNT EXPENDED WITH MINORITY BUSINESS ENTERPRISES, WOMEN-OWNED BUSINESS ENTERPRISES OR A COMBINATION OF BOTH.
- 5) \_\_\_\_\_ SHALL REQUIRE EACH SUBCONTRACTOR HIRED FOR THIS PROJECT TO ADHERE TO THIS STATEMENT.

**VII. SIGNATURE**

THE UNDERSIGNED CERTIFIES THAT HE/SHE IS LEGALLY AUTHORIZED BY THE VENDOR/BIDDER TO AFFIRM ALL INFORMATION AND STATEMENTS INCLUDED IN THIS EMPLOYMENT PRACTICES REPORT. THAT HE/SHE HAS READ ALL OF THE FOREGOING STATEMENTS, REPRESENTATIONS, AND AFFIRMATIONS AND THAT THEY ARE TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF. THE UNDERSIGNED, UNDERSTANDS THAT IF ANY OF THE STATEMENTS AND REPRESENTATIONS ARE MADE KNOWING THEM TO BE FALSE OR THERE IS A FAILURE TO IMPLEMENT ANY OF THE STATED INTENTIONS OR OBJECTIVES, SET FORTH HEREIN, WITHOUT PRIOR NOTICE TO THE OFFICE OF COMPLIANCE, THE BIDDER/CONTRACTOR COULD BE SUBJECT TO LOSS OF CURRENT AND FUTURE AWARDS.

Firm or Corporation Name:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Signing

**ENVIRONMENTAL CERTIFICATION**  
Attachment III

The business or organization understands and agrees that:

- All Federally funded projects must obtain environmental clearance prior to **any portion** of the project moving forward or project funds will be rescinded and/or repaid to the City of Canton Department of Development.
- The environmental review must cover the **entire scope of the project**, as presented in this application. The project is defined and includes all line items listed in the application and all aspects necessary for the successful completion of the project, including both **private** and **public**, on- and off-site investment, by any party.
- If the project involves construction, federal regulations may require that a public notice be published in the area's newspaper of general circulation and that a public comment period be observed. This process will take a minimum of 45 days. If comments are received, this process may take longer.
- Local and regional governmental and civic bodies must be notified of the project's potential effects on various aspects of the environment. In addition, the environmental review process may include coordination with several regulatory entities. These entities may have requirements such as archaeological studies, special permitting, and mitigation measures.
- If a purchase option is offered prior to the environmental review being completed, the option must contain contingency language indicating that there will be no transfer of the title to the purchaser until all environmental review procedures have been completed. Any deposits made must be nominal or refundable.

I certify that \_\_\_\_\_ (business or organization) understands the information provided and will not begin any portion of the project until a written clearance is obtained by the applicant. I further certify that I make this commitment on behalf of \_\_\_\_\_ (business or organization).

This certification is duly authorized and executed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorized Business or Organization Representative  
Typed or Printed Name and Title

\_\_\_\_\_  
Witness Name Typed or Printed

\*\*\*\*\*

As a duly authorized representative of The City of Canton, I certify that I have explained the environmental review process to the authorized business or organization representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Environmental Review Analyst (Typed or Printed Name and Title)



**FAIR HOUSING CERTIFICATION**  
Attachment IV

I hereby certify on behalf of the following agency:

\_\_\_\_\_, that there are no current, past, or unresolved fair housing violations. I also certify that if a Conciliation Agreement has been entered into with the City of Canton Fair Housing Commission, there are no past or current violations of non-compliance to any agreement.

\_\_\_\_\_  
Printed Name  
On behalf of the Agency

\_\_\_\_\_  
Signature  
On behalf of the Agency

\_\_\_\_\_  
Date

\*\*\*\*\*

On Behalf of the City of Canton Fair Housing Commission:

I have verified the above information and confirm that the above is accurate and that there are no current, past, or unresolved fair housing violations. I also certify that if a Conciliation Agreement has been entered into with the City of Canton Fair Housing Commission, there are no past or current violations of non-compliance to any agreement.



\_\_\_\_\_  
Fair Housing Manager

\_\_\_\_\_  
Date

**Handicapped Accessibility Statement**  
Required for projects involving public services  
or rehabilitation of public facilities  
Attachment V  
(Complete and submit with application)

- \_\_\_\_\_ Yes \_\_\_\_\_ No There is sufficient accessibility so that persons with disabilities have an equal opportunity to participate in and benefit from the program.
- \_\_\_\_\_ Yes \_\_\_\_\_ No The same range of choices and amenities are offered to persons with disabilities as those offered to others.
- \_\_\_\_\_ Yes \_\_\_\_\_ No Steps are taken to assure that information regarding the availability of accessibility assistance reaches individuals with disabilities.
- \_\_\_\_\_ Yes \_\_\_\_\_ No Reasonable non-discriminatory steps are taken to maximize participation by eligible individuals.
- \_\_\_\_\_ Yes \_\_\_\_\_ No Are offices and facilities located on an accessible route and those which can be approached, entered, and used by individuals with physical disabilities?

The Federal Fair Housing Act (FHA) 42 U.S.C. §§ prohibits discrimination in housing practices on the basis of race, color, religion, sex, national origin, familial status, and disability. The Act prohibits housing providers from discriminating against persons because of their disability or the disability of anyone associated with them and from treating persons with disabilities less favorably than others because of the disability. The Act also requires housing providers "to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person(s) equal opportunity to use and enjoy a dwelling." In addition, the Act requires that housing providers allow tenants to make reasonable modifications to units and common spaces in a dwelling. The Act applies to the vast majority of privately and publicly owned housing including housing subsidized by the federal government or rented through the use of Section 8 voucher assistance.

Mechanical rooms and other spaces that, because of their intended use, will not require accessibility to the public or beneficiaries or result in the employment or residence therein of individuals with physical disabilities are not required to be made accessible in projects.

**AFFIDAVIT**

PROGRAM NAME: \_\_\_\_\_

BUSINESS' NAME: \_\_\_\_\_

BUSINESS' ADDRESS: \_\_\_\_\_

STATE OF OHIO)

SS

COUNTY OF STARK)

TO WHOM IT MAY CONCERN:

The undersigned certifies that **(he/she)**, to the best of his/her knowledge, or any officers, director, trustee, or their spouse and/or other immediate family members **(are/are not)** delinquent in the payment of any indebtedness to the City of Canton, including City Income Tax, real estate taxes, personal property taxes, water and sewer charges or other City assessments for any properties owned within the City of Canton.

The undersigned hereby authorizes the City of Canton Income Tax Department to release to the Community & Economic Development Department of the City of Canton, information concerning income tax filing status and the existence of any income tax delinquencies.

Further, the undersigned states that **(he/she)** is **(related/not related)**, personally and/or through business to **(any/the following)** City of Canton employee(s) or elected official(s):

COMPLETE ONLY IF RELATIONSHIP EXISTS:

1) \_\_\_\_\_  
RELATIVE'S NAME RELATIVE'S TITLE/DEPT.

2) \_\_\_\_\_  
RELATIVE'S NAME RELATIVE'S TITLE/DEPT.

Federal ID No. \_\_\_\_\_

\_\_\_\_\_  
Signed (Signature/Title)

\_\_\_\_\_  
Signed (Signature/Title)

Sworn to before me and signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed \_\_\_\_\_

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

**SAMPLE ARPA CONTRACT**

**AMERICAN RESCUE PLAN ACT**  
**SUBAWARD AGREEMENT**

This American Rescue Plan Act Subaward Agreement (“~~Agreement~~”) has been made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“~~Effective Date~~”) by and between the City of Canton, Ohio, a municipal corporation with its main offices located at 218 Cleveland Ave. S.W., Canton, Ohio 44702 (“Canton”, “City” or “~~Pass-through entity~~”), and \_\_\_\_\_ an Ohio limited liability company (“CFAP” or “~~Subrecipient~~”), with its main offices located at \_\_\_\_\_.

RECITALS:

**WHEREAS**, Canton is a municipal corporation organized under the laws of the State of Ohio.

**WHEREAS**, Subrecipient, UEI# \_\_\_\_\_, is an \_\_\_\_\_ (entity).

**WHEREAS**, On March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law by the President. Section 9901 of ARPA amended Title VI of the Social Security Act (the “Act”) to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the “Fiscal Recovery Funds”). The Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments (together, recipients) in responding to the impact of COVID-19 and in their efforts to contain COVID-19 on their communities, residents, and businesses.

**WHEREAS**, Fiscal Recovery Funds were awarded to Canton as Federal financial assistance from the United States Department of Treasury (“Treasury”). The Federal Award Identification Number (“FAIN”) associated with the award for Canton is SLFRP1983 and the Catalog of Federal Domestic Assistance (CFDA) number is 21.027.

**WHEREAS**, ARPA is considered federal financial assistance and payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards 2 CFR § 200 including but not limited to: 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding Subrecipient monitoring and management, subpart E regarding cost principles, subpart F regarding audit requirements and § 200.317-.327 and regarding procurement.

**WHEREAS**, Section 603 establishes a fund for metropolitan cities, non-entitlement units of local government, and counties. Sections 602(c)(1) and 603(c)(1) provide that funds may be used:

- (A) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

SAMPLE CONTRACT

(B) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;

(C) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and

(D) To make necessary investments in water, sewer, or broadband infrastructure.

**WHEREAS**, in recognition of the disproportionate impacts of the COVID-19 virus on health and economic outcomes in low-income communities a broader range of services and programs are considered to be in response to the public health emergency when offered in these communities. Specifically, it is presumed that certain types of services are eligible services when provided in a Qualified Census Tract (“QCT”) and to families living in QCTs.

**WHEREAS**, Canton is a QCT and is a disproportionately impacted community.

**WHEREAS**, The Final Rule identifies certain populations as “disproportionately impacted” by the pandemic and enumerates a broad range of services and programs to address health disparities, to build stronger communities through investments in neighborhoods.

**WHEREAS**, Treasury presumed that certain populations have been impacted or disproportionately impacted and are thus eligible for services that respond to these impacts or disproportionate impacts

**WHEREAS**, Canton is within its authority to make subawards to the Subrecipient.

**WHEREAS**, On \_\_\_\_\_, 2023, Canton City Council passed Ordinance \_\_\_\_\_ /2023 which authorized the Mayor or Director of Public Service to enter into this Agreement.

**WHEREAS**, the Board of Control at its meeting on \_\_\_\_\_ 2023 has approved this Agreement and directed that it be prepared and executed.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and the benefits to be derived by the parties for the execution hereof, the parties herein agree as follows:

AGREEMENT:

1. **PROJECT DESCRIPTION:** Subrecipient agrees to use the funds in the manner more fully described in Exhibit A. This subaward is not for research and development.

2. **PERFORMANCE START AND END DATE:** The term of this Agreement shall begin on the Effective Date. Subrecipient must spend the Total Amount by December 31, 2025. If the Total Amount is not fully and completely expended or returned by July 31, 2026, then

SAMPLE CONTRACT

Subrecipient shall repay or return to Canton the unspent balance of the Total Amount. Subrecipient shall spend the Total Amount in accordance with the Budget, more fully described in Exhibit B.

3. **REPORTING:** In addition to Subrecipient's agreement to provide any information required in Section 7 through 11 of this Agreement, Subrecipient shall provide a Midterm or Quarterly Report and a Final Programmatic Report. Each Report shall contain a reconciliation of all funds spent at the time said report is due. The Midterm or Quarterly Report is due no later than June 1, 2023. The Final Report is due no later than January 1, 2026.

4. **AMOUNT OF FEDERAL FUNDS OBLIGATED:** Canton shall pay a subaward to Subrecipient in an amount not to exceed \_\_\_\_\_ Dollars 00/100 (\$\_\_\_\_\_.00) ("Total Amount"). The Total Amount will be disbursed to Subrecipient in one lump sum payment to be paid by the City within \_\_\_\_\_ days of execution of this Agreement.

5. **ASSIGNABILITY:** Subrecipient shall not assign or transfer all or any portion of its interest in this Agreement.

6. **APPLICABLE LAW:** This Agreement shall be deemed to have been executed and performed in Ohio and all questions of interpretations and construction shall be construed by the law of the State of Ohio.

7. **COMPLIANCE WITH APPLICABLE LAWS:** Subrecipient agrees to comply with all applicable federal, state, and local laws related to Subrecipient's performance of the obligations of this Agreement and Subrecipient's acceptance of the above mentioned subaward, including but not limited to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding Subrecipient monitoring and management, subpart E regarding cost principles, subpart F regarding audit requirements and § 200.317-.327 regarding procurement.

In addition, Subrecipient shall comply with the following federal laws, as applicable:

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment

SAMPLE CONTRACT

Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the

## SAMPLE CONTRACT

recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Copeland “Anti-Kickback” Act (40 U.S.C. 3145). The Contractor must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the Contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(K) Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation



SAMPLE CONTRACT

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(L) Prohibition on certain telecommunications and video surveillance services and equipment.

(a) Recipients and Subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or

SAMPLE CONTRACT

controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

(M) Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(N) Prevailing Wage. If the performance of this contract involves construction, the Subrecipient and its contractors and subcontractors, regardless of tier, shall strictly comply with their obligation, if any, to pay their employees working on the project site at the applicable prevailing wage rates for the type of work, including any changes thereto, pursuant to Ohio Revised Code Chapter 4115.

(O) Bidding of the Project. Purchases under ARPA, including bidding of construction projects, must be procured in accordance with both state law and federal law, and the recipient is required to follow the more restrictive law. For purchases between \$10,000 and \$50,000, the federal law is more restrictive. For purchases over \$50,000,

SAMPLE CONTRACT

Ohio's procurement laws are more restrictive and the Subrecipient must follow state law for those purchases.

8. **PERFORMANCE MONITORING:** The City will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, additional conditions, contract suspension or termination procedures will be initiated.

9. **MANDATORY DISCLOSURES 2 CFR 200.113:** The Subrecipient must disclose, in a timely manner, in writing to the City all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Federal award. Subrecipients that have received a Federal award are required to report certain civil, criminal, and administrative proceedings to the System for Award Management ("SAM"). Failure to make required disclosures can result in any of the remedial activities described in 2 CFR 200.338 including suspension or debarment.

10. **RECORD RETENTION AND ACCESS:** The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 and 2 CFR 200 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (A) Records providing a full description of each activity undertaken;
- (B) Records demonstrating that each activity undertaken meets one of the National Objectives of the ARPA program;
- (C) Records required to determine the eligibility of activities;
- (D) Adequate documentation to support costs charged to the ARPA Program;
- (E) Records detailing procurement procedures followed;
- (F) Records documenting compliance with the equal opportunity components of the ARPA program; and
- (G) Other records necessary to document compliance.

11. **MAINTENANCE AND AUDIT OF RECORDS:** The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the City or its designees and Treasury for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient was reimbursed for unallowable costs under this Agreement, the Subrecipient agrees to promptly reimburse the City for such payments upon request.

SAMPLE CONTRACT

12. **NOTICES:** All notices, consents, demands, requests, and other communications which may be required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party may designate in written notice transmitted in accordance with this provision.

A. If to Canton:

Director of Public Service  
City of Canton  
218 Cleveland Ave. S.W.  
Canton, Ohio 44702

B. If to Subrecipient:

---

13. **EQUAL OPPORTUNITY:** Pursuant to all applicable federal, state, and local laws, Subrecipient agrees that it shall not engage in discrimination against any member of any protected class in the employment of any person qualified to work under this Agreement.

14. **INDEMNIFICATION:** Subrecipient agrees to indemnify, hold harmless, and protect Canton and all Canton employees, agents, representatives, and any affiliated or related entities from all claims or liabilities of any type or nature by any person, firm or corporation, arising from, resulting from or attributable to the work done under this Agreement by Subrecipient.

Subrecipient further agrees to indemnify, hold harmless, and protect Canton and all Canton employees, agents, representatives, and any affiliated or related entities against any and all claims, loss, liability, damage, costs and expenses, including reasonable attorney fees, that are alleged to have occurred in whole or in part as a result of or due to negligence of Subrecipient, to the extent, and in proportion to Subrecipient's comparative degree of fault.

15. **SEVERABILITY:** If any provision of this Agreement is held invalid, the remainder shall not be affected thereby, and other paragraphs of this Agreement shall nevertheless be in full force and effect.

16. **TERMINATION:**

(A) **Termination for Cause.** If, through any cause, Subrecipient fails to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Subrecipient violates any of the covenants of this Agreement, Canton shall have the right to terminate this Agreement by giving written notice to Subrecipient specifying the effective date of the termination, at least seven (7) days before such effective date. In such event, all finished and unfinished documents, data, and reports prepared by the Subrecipient under this Agreement shall, at the option of Canton,

SAMPLE CONTRACT

become its property with the Subrecipient entitled to receive equitable compensation for any work satisfactorily completed. Notwithstanding the above, the Subrecipient is not relieved of liability to Canton for damages sustained by Canton by virtue of any breach of this Agreement by Subrecipient and Canton may withhold any payments due for the purpose of off-setting said damages until such time as the exact amount of damages due Canton from the contractor or any subcontractor is determined.

(B) Termination for Convenience. Canton shall have the right to terminate this Agreement at any time, for any reason, by giving at least thirty (30) days written notice to the applicable party of this Agreement. In such event, the Subrecipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total Agreement services covered by the Agreement, less payments of compensation previously made.

(C) Alternatives to Termination. In the event the Subrecipient fails to fulfill the terms and conditions of this Agreement in a timely and diligent manner, Canton reserves the right, at its sole option, as an alternative to termination of this Agreement, to reduce the services required of the contractor, or any subcontractor, and to reduce the project budget in a manner which reflects such a reduction, by giving such notice in writing, stating the date such reduction will become effective.

17. **RETURN OF FUNDS:** Canton shall, at its sole discretion, be entitled to a return all of or a portion of the Total Amount if Subrecipient violates any provision of this Agreement or if the Agreement is terminated prior to funds being fully expended.

18. **TAXATION:** Canton represents that it is exempt from all state and local taxation. As long as Canton is exempt, Canton does not agree to pay any of these taxes. Subrecipient shall pay any taxes levied upon Subrecipient's net income including, but not limited to, Canton City Income Taxes. Subrecipient shall comply with all federal, state and local tax laws including the Codified Ordinances of the City of Canton in Chapter 182 of the City Code.

19. **AMENDMENTS:** All amendments to this Agreement shall be in writing and signed by an authorized representative of each of the parties.

20. **BINDING NATURE:** This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors, heirs and assigns.

*Signatures on the following page*

SAMPLE CONTRACT

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized representatives of the parties and at the place first above written.

CITY:

**CITY OF CANTON**

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
John M. Highman  
Its: Director of Public Service

\_\_\_\_\_  
Canton Law Director

SUBRECIPIENT:

By: \_\_\_\_\_  
Its: Authorized Representative

SAMPLE CONTRACT

**EXHIBIT A**

**PROJECT DESCRIPTION**

Scope of Work

SAMPLE CONTRACT

**EXHIBIT B**

**BUDGET**



**SAMPLE SCORE SHEET**

**City of Canton Department of Community Development  
American Rescue Plan Act (ARPA)  
Application Scoring Sheet**

Name of Agency: \_\_\_\_\_

Program Name: \_\_\_\_\_

Amount of Funding Requested: \_\_\_\_\_

	<b>Maximum Points Available</b>	<b>Points Awarded</b>
<b>1) Benefit to Low and Moderate-income persons</b> Identifies population and meets HUD definition of LMI	____15____	_____
<b>2) Benefit to Target Areas</b> Identifies Canton, Ohio target area and school	____15____	_____
<b>3) Activity Need and justification</b> Lists objectives, identifies a curriculum and provides details of the summer plan of operation.	____20____	_____
<b>4) Cost Reasonableness and Effectiveness (Budget)</b> Budget narrative is outlined and coincide with Need and Justification.	____10____	_____
<b>5) Activity Management and Implementation</b> Applicant displays a summer timeline. Lists activities. Includes personnel managing and supporting the project.	____20____	_____
<b>6) Experience and Past Performance</b> Shares applicant history of conducting summer programs/activities. Includes past funding.	____5____	_____
<b>7) Leveraging Funds and Continued Sustainability</b> Illustrates other sources for financial leverage for FY 2024-2025 once ARPA is not available.	____10____	_____
<b>8) Application Completeness</b> Application and supporting documentation are enclosed.	____5____	_____
<b>TOTAL POINTS AWARDED</b>	____100____	_____

Meets or Exceeds Minimum Total Point Score: \_\_\_\_\_

Does Not Meet Minimum Total Point Score: \_\_\_\_\_