



The City of Canton

**Invitation to Submit Application for Trash/Debris Clean-up, Trimming,
Mowing and Removal of Overgrown Landscape Material on City
Owned and/or Controlled Areas**

City of Canton, Ohio
Purchasing Department
218 Cleveland Ave. SW, 4th floor
Canton, Ohio 44702

Trash/Debris Clean-up, Trimming, Mowing and Removal of Overgrown Landscape Material on
City Owned and/or Controlled Areas

Item/Project

Building Code Department

Responsible Department

May 15, 2024 on or before 4:00 PM local time

Bids Due

Application Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address



LEGAL NOTICE

The Director of Public Safety of the City of Canton, Ohio will accept applications on or before 4:00 PM local time, May 15, 2024, for the purpose of entering into contract for the purchase of:

Trash/Debris Clean-up, Trimming, Mowing and Removal of Overgrown Landscape Material on City Owned and/or Controlled Areas

The City will disqualify any application not received on or before 4:00 PM local time on May 15, 2024. Shortly after the deadline for the submission of applications, the applications received on time will be opened.

Submit all applications to the City of Canton Purchasing Department, 218 Cleveland Avenue SW, Purchasing Department/Fourth Floor, Canton, Ohio 44702 according to the instructions in the Invitation to Submit Application for Trash/Debris Clean-up, Trimming, Mowing and Removal of Overgrown Landscape Material on City Owned and/or Controlled Areas posted on the City of Canton Purchasing Department website at <https://cantonohio.gov/448/Purchasing-Procurement>.

Each application must contain the full name of every person or company participating in the application process.

The Board of Control reserves the right to reject any or all applications and to accept the application(s) deemed most beneficial to the City of Canton.

All companies must submit their Federal ID Number for IRS purposes.

The Applicant is responsible for monitoring the above-named website for any official addenda.

Please contact Assistant Director of Purchasing Katie Wise at purchasing@cantonohio.gov if you have any questions regarding this Application.

By order of the Director of Public Safety: Andrea Perry
Published in the Canton Repository: April 30, 2024 and May 7, 2024



Section I: Table of Contents

Invitation to Submit Application for Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown Landscape Material	1
LEGAL NOTICE.....	2
Section I: Table of Contents	3
Section II: Application Forms and Instructions.....	4
Section III: Application Specifications.....	214
Section IV: Application Signature Page	344
Appendix A – Schedule of Prices Paid for Services	
Appendix B – Canton ARPA Contract Addendum (signature page included)	



Section II: Application Forms and Instructions

A complete Applicant packet will consist of the items listed below.

Complete this checklist to confirm the items required in your Application. Place a checkmark or "X" next to each item that you are submitting to the City of Canton. Failure to submit the listed documents may be cause for rejection of your application. This checklist should be returned with your application.

Please provide each of the documents listed below to be considered for this Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown Landscape Material Rotation Program. It is each applicant's responsibility to become familiar with all terms and conditions contained in these documents.

- Application Form 1: Applicant/Contractor Information
- Application Form 2: Personal Property Tax Certification (ORC 5719.042)
- Application Form 3: Applicant/Contractor Employment Practices Report
- Application Form 4: Income Tax Certification
- City of Canton Contract
- Certificate of Insurance
- Worker's Compensation Certificate
- Section IV completed and signed
- References (to be submitted with Application)
- Equipment List (to be submitted with Application)
- W9 Tax Form (to be submitted with Application)

All of these documents must be submitted by 4:00 PM to the address below on May 15, 2024 in order to be considered for the Trash/Debris Clean-up, Trimming, Mowing and Removal of Overgrown Landscape Material on City Owned and/or Controlled Areas program. Should you have any questions, please contact Katie Wise, Assistant Director of Purchasing at purchasing@cantonohio.gov.

**Submit application packets to: City of Canton Purchasing Department
218 Cleveland Ave. SW, 4th floor
Canton, OH 44702**



Application Form 1: Applicant/Contractor Information
Rotation Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown
Landscape Material, Clean Up & Debris Removal

I have read the City of Canton’s instructions to applicants and general specifications included in this Request for Application and would like to be considered for contract award. I agree to perform the subject Contract as specified and understand all conditions of award. I also agree to abide by the City, County, State of Ohio and OSHA safety policies.

APPLICANT/CONTRACTOR INFORMATION

1. Please provide the following information.

a. Name of Applicant/Contractor _____

b. Business Address _____

City	State	Zip
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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 _____

f. State(s) of incorporation (w/dates of incorporation) _____

g. Principal place of business _____

h. Federal I.D. Number # _____



2. Form of Business Organization (please circle one).

Corporation

Partnership

Other

3. The applicant/contractor shall provide the names and addresses of all persons interested as principals (officers, partners, and associates) in this application. 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.

_____	_____
_____	_____
_____	_____
_____	_____



Application Form 2: **Personal Property** Tax Certification (ORC 5719.042)

NOTE: The below form and/or certification must be retyped on the applicant's letterhead and notarized utilizing either paragraph (A) or (B), and paragraph (C) as it applies to your company.

Office of the Auditor
City of Canton
218 Cleveland Avenue S.W., 2nd floor
Canton, OH 44702

To Whom It May Concern:

(A) The undersigned hereby certifies that the party for whom the contract award is being considered was not charged with any delinquent personal property tax at the time of the application opening for the project nor is said party currently charged with such a delinquency on the general tax list of personal property for Stark County, Ohio.

Or

(B) The undersigned hereby certifies that the party for whom the contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for Stark County, Ohio, either currently, or at the time of the application opening for the project. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon is

and

(C) It is understood that, under Ohio law, this statement is to be signed by the party whose Application has been tentatively accepted, and must be affirmed under oath. The law also requires that his statement is to be submitted to the City Auditor and this statement must be incorporated into the pending contract before any payment can be made under the subject contract.

Name of Company

Signatory

Secretary

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

(Notary Public)



Application Form 3: Applicant/Contractor Employment Practices Report

CONTRACT COMPLIANCE AND EEO FORMS

Instructions

This form is designed to provide an evaluation of the Contractor's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin. The Contractor will be required to complete and submit the Applicant and Contractor Employment Practices Report. Additionally, the Contractor will be required to submit an "affirmative action plan" and/or "EEO policy." If the Contractor does not have a formal EEO policy, it will be required to complete and submit the provided EEO policy statement.

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 Applicant 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 applicant/contractor and its subcontractors rests with the applicant/contractor or subcontractor. Such demonstration is a prerequisite for continued eligibility for the award City contracts.



II. APPLICANT/CONTRACTOR INFORMATION

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



III. POLICIES AND PRACTICES

The applicant and/or Contractor will indicate his/her willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Canton by circling 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 – 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. 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	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 is required to be filled in. Please provide truthful and accurate information. If information provided is found to be false, Applicant/contractor will be subject to the loss of future awards.

Categories	Overall Total	Total Male	Total 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 (unskilled)											
Service Workers											



The City of Canton

Total:											
--------	--	--	--	--	--	--	--	--	--	--	--



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.

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 applicant/contractor, 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 ensure 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 applicant/contractor/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 Applicant/contractor could be subject to the loss of current and future awards.

Applicant/Contractor Name

Signature

Title

Date of Signing



Application Form 4: Income Tax Certification

1. All Agency's shall be required to comply with all City of Canton income tax ordinances including the following:
 - a. No person, partnership, corporation or unincorporated association may be awarded a contract with the City under Sections 105.09 or 105.10, unless the applicant/contractor is paid in full or is current and not otherwise delinquent in the payment of City income taxes, including any obligation to pay taxes withheld from employees under Section 182.05 and any payment on net profits under Section 182.06.
 - b. Falsification of any information related to or any post-contractual violation of the requirement to pay City income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the City's discretion.
 - c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of City income taxes as set forth in subsection (a), may be awarded a contract with the City under Sections 105.09 or 105.10.
 - d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of City income taxes as set forth in subsection (a) may not be awarded a contract with the City under Sections 105.09 or 105.10.
 - e. By entering into contract with the City of Canton the applicant/contractor agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code including the following:
 - i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
 - ii. The applicant/contractor agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.
2. Applicant/contractors will be registered with the City of Canton Income Tax Department to ensure that the above qualifications are met. Applicant/contractors are encouraged to contact the City of Canton Income Tax Department prior to application with any questions regarding these provisions and for registration. Please contact the following with questions.



City of Canton **Income Tax** Department

Office Address
424 Market Ave. N
Canton OH 44702

Correspondence Address
P.O. Box 9940
Canton, OH 44711

Phone: (330) 430-7900
Fax: (330) 430-7944
Email: cantontax@cantonohio.gov

3. Additionally, all public improvement, professional services, and services contracts shall also contain the following provisions:

Provision 1

Said _____ hereby further agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the City shall be subject to City income tax whether a resident or nonresident in the City, and whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.

Provision 2

By entering into contract with the City of Canton _____ agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code.

- i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
- ii. _____ agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City. (Ord. 238-2015. Passed 11-30-15.)



2024 Trash/Debris Clean-up, Trimming, Mowing and Removal of Overgrown Landscape Material on City Owned and/or Controlled Areas - ARPA

This Contract made at Canton, Ohio, this _____ day of _____, 2024, by and between the City of Canton, Ohio (hereinafter called "CANTON"), and _____ (hereinafter called "AGENCY").

RECITALS:

WHEREAS, the Council of the City of Canton by Codified Ordinance 551.01 and Ordinance 3/2024 and has authorized this contract; and

WHEREAS, the Board of Control at its meeting on _____, has approved this contract and directed that it be prepared and executed.

NOW, THEREFORE, in consideration of the payment herein provided to be paid by CANTON, and the performance of AGENCY herein set forth, the parties hereto agree as follows:

1. AGENCY agrees to furnish the following listed service:

Trash/Debris Clean-up, Trimming, Mowing and Removal of Overgrown Landscape Material on City Owned and/or Controlled Areas

2. Said services shall be furnished to CANTON in accordance with the Specifications for Trash/Debris Clean-up, Trimming, Mowing and Removal of Overgrown Landscape Material on City Owned and/or Controlled Areas, a copy of which is attached hereto and marked as Appendix A and incorporated and made a part of this contract as if fully set out in this paragraph.

3. CANTON agrees that upon complete performance by AGENCY to the satisfaction of the Director of Public Safety, CANTON will pay AGENCY in accordance with the terms contained in the Schedule of Rates, a copy of which is attached hereto and marked as Appendix A and incorporated and made a part of this contract as if fully set out in this paragraph.

4. It is expressly agreed that AGENCY and its employees shall not be considered or construed as employees of CANTON. It is acknowledged and agreed by the parties that AGENCY is an independent contractor in complete control of its duties under this contract.

5. AGENCY agrees to indemnify and hold harmless CANTON, its officers and employees against any and all claims for injury or damage to persons or property in any way connected



with AGENCY's provision of Trash/Debris Clean-up, Trimming, Mowing and Removal of Overgrown Landscape Material on City Owned and/or Controlled Areas services under this Contract, and to defend at its own expense any suit therefore against CANTON, its officers or employees. AGENCY'S liability to the City of Canton shall not be limited and the City of Canton shall be entitled to all damages permitted under Ohio law upon AGENCY'S breach, default or non-performance under this Agreement.

6. No assignment of any rights or duties by AGENCY under this Agreement shall be made without the prior written approval by the Director of Public Safety.

7. The initial contract shall be effective on the date of the City Auditor's certification of funds until December 31, 2024, but may be terminated prior to that for reasons listed below:

- a. By either party and without cause upon ninety (90) days written notice to the other party.
- b. If the Contract was secured by fraud or by the concealment of a material fact by AGENCY, and such fact, if known, would have caused refusal to enter into the Contract.
- c. That CANTON is not satisfied with the general services of the owner and/or employees or with the cooperation it has received while rendering service or any other justifiable cause.
- d. That AGENCY has violated any of the requirements or regulations established by the Director of Public Safety or any terms or conditions of the contract or the specifications.
- e. For continuing overcharges or unauthorized extra charges by AGENCY.
- f. Upon sale of or change in ownership of AGENCY unless and until the new owner executes a new contract with CANTON.
- g. For allowing a lapse in insurance coverage.

8. The Director of Public Safety shall at his/her discretion have the capability to suspend AGENCY for a definite period of time, not to exceed six (6) months in lieu of termination.

9. This Agreement shall be binding upon the parties' heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have currently set their hands in duplicate on the date and at the place first above written.



WITNESSED BY:

THE CITY OF CANTON, OHIO

Andrea Perry
Director of Public Safety

AGENCY

AUTHORIZED SIGNATURE

APPROVED AS TO FORM:

Jason Reese
Law Director



2025 and Forward - Trash/Debris Clean-up, Trimming, Mowing and Removal of Overgrown Landscape Material on City Owned and/or Controlled Areas – Non-ARPA

This Contract made at Canton, Ohio, this _____ day of _____, 2024, by and between the City of Canton, Ohio (hereinafter called "CANTON"), and _____ (hereinafter called "AGENCY").

RECITALS:

WHEREAS, the Council of the City of Canton by Codified Ordinance 551.01 and Ordinance 3/2024 and has authorized this contract; and

WHEREAS, the Board of Control at its meeting on _____, has approved this contract and directed that it be prepared and executed.

NOW, THEREFORE, in consideration of the payment herein provided to be paid by CANTON, and the performance of AGENCY herein set forth, the parties hereto agree as follows:

1. AGENCY agrees to furnish the following listed service:

Trash/Debris Clean-up, Trimming, Mowing and Removal of Overgrown Landscape Material on City Owned and/or Controlled Areas

2. Said services shall be furnished to CANTON in accordance with the Specifications for Trash/Debris Clean-up, Trimming, Mowing and Removal of Overgrown Landscape Material on City Owned and/or Controlled Areas, a copy of which is attached hereto and marked as Appendix A and incorporated and made a part of this contract as if fully set out in this paragraph.

3. CANTON agrees that upon complete performance by AGENCY to the satisfaction of the Director of Public Safety, CANTON will pay AGENCY in accordance with the terms contained in the Schedule of Rates, a copy of which is attached hereto and marked as Appendix A and incorporated and made a part of this contract as if fully set out in this paragraph.

4. It is expressly agreed that AGENCY and its employees shall not be considered or construed as employees of CANTON. It is acknowledged and agreed by the parties that AGENCY is an independent contractor in complete control of its duties under this contract.

5. AGENCY agrees to indemnify and hold harmless CANTON, its officers and employees against any and all claims for injury or damage to persons or property in any way connected



with AGENCY's provision of Trash/Debris Clean-up, Trimming, Mowing and Removal of Overgrown Landscape Material on City Owned and/or Controlled Areas services under this Contract, and to defend at its own expense any suit therefore against CANTON, its officers or employees. AGENCY'S liability to the City of Canton shall not be limited and the City of Canton shall be entitled to all damages permitted under Ohio law upon AGENCY'S breach, default or non-performance under this Agreement.

6. No assignment of any rights or duties by AGENCY under this Agreement shall be made without the prior written approval by the Director of Public Safety.

7. This contract shall be effective on January 1, 2025 for a period of three years, renewable one year at a time upon mutual agreement from said date, with an option to extend the Contract an additional thirty (30) days at the sole discretion of the City of Canton, but may be terminated prior to that for reasons listed below:

- a. By either party and without cause upon ninety (90) days written notice to the other party.
 - b. If the Contract was secured by fraud or by the concealment of a material fact by AGENCY, and such fact, if known, would have caused refusal to enter into the Contract.
 - c. That CANTON is not satisfied with the general services of the owner and/or employees or with the cooperation it has received while rendering service or any other justifiable cause.
 - d. That AGENCY has violated any of the requirements or regulations established by the Director of Public Safety or any terms or conditions of the contract or the specifications.
 - e. For continuing overcharges or unauthorized extra charges by AGENCY.
 - f. Upon sale of or change in ownership of AGENCY unless and until the new owner executes a new contract with CANTON.
 - g. For allowing a lapse in insurance coverage.
8. The Director of Public Safety shall at his/her discretion have the capability to suspend AGENCY for a definite period of time, not to exceed six (6) months in lieu of termination.



9. This Agreement shall be binding upon the parties' heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have currently set their hands in duplicate on the date and at the place first above written.

WITNESSED BY:

THE CITY OF CANTON, OHIO

Andrea Perry
Director of Public Safety

AGENCY

AUTHORIZED SIGNATURE

APPROVED AS TO FORM:

Jason Reese
Law Director



Section III: Application Specifications

1.0 SCOPE AND CLASSIFICATION

- 1.1 Scope: The City of Canton is seeking applications for the Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown Landscape Material of approximately 2,019 Neighborhood Improvement (NIP) areas and vacant/deserted areas within the City.

The work includes Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown Landscape Material of the established grass areas in a neat and workmanlike manner. All trash and debris in the required Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown Landscape Material areas is to be picked-up by the selected contractor(s). All vegetation is to be cut to a uniform height of 3 inches (poor quality cuts will not be paid). Vegetation around structures, curbing, walks, flowerbeds, trees, parking areas, and other similar items shall be mowed and/or trimmed with a weed eater. This program may include shrubbery, plant trimming or pruning, tree trimming or pruning or watering. This program could include removal of broken limbs, trees, etc., at an additional agreed upon price between the Contractor(s) and the Building Department Administrator. The Contractor(s) may be responsible for edging, blowing, mulching, or grass clean up from shrubbery, plants, natural areas, or any other item caused by the Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown Landscape Material of the area.

It is the Contractor's responsibility to properly dispose of the trash and debris removed from the project site. If asked, Contractor must present proof of disposal as verification of meeting this requirement in the contracting package.

Contractor must coordinate with the Building Department Administrator prior to the start of work. Work shall be performed Monday through Saturday during normal business hours. Additionally, the performance of such work shall be completed in one day unless specifically approved by the Building Department Administrator. Work must commence within 72 hours from notification of award of contract. Completion is defined as all requested work approved by the Building Department Administrator.

The City shall utilize Contractors for Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown Landscape Material requirements on a rotating basis with all other Contractors which qualify under the criteria established in these specifications and as may be set forth by the Director of Public Safety.

All items on the property of a temporary nature that can be easily moved shall be moved in order to complete the Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown Landscape Material. Such items shall then be returned to the manner in which they were found. The City of Canton will not be responsible for damage done to these items.



All items of a more permanent nature, for example swing sets, shall be left in place and work shall be completed around such items. If a question arises as to whether or not an item should be moved, contractors shall immediately contact the Building Department for direction.

If a property, or any portion of a property, is not accessible due to fencing, locks, etc., the contractor shall immediately contact the Building Department to advise them of such. Under no circumstances should the contractor remove the fence or lock in order to access the area.

The contractor is permitted to use a mower, brush hog, or other necessary equipment to achieve the desired results.

All work shall be conducted during the hours of 8:00 AM and 8:00 PM.

Other Contractor Requirements:

Successful applicants will be required to provide all labor, tools, equipment, materials, incidentals, and appurtenances necessary to complete the work to the City's specifications and satisfaction. This includes owning and maintaining all equipment necessary to mow high grass, weeds on rough terrain, trim overgrown landscape materials and clean-up debris and trash.

All Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown Landscape Material equipment shall display proper safety markings and lighting and shall have in place all safety guards, shields, and protective covers.

The successful applicant(s) shall require its employees to wear at all times: reflective safety vests, headgear, ear/eye protection, and all appropriate safety belts and/or harnesses.

All contractors must assume full responsibility for their work and take all precautions for preventing injuries to persons and damage to all properties on or adjacent to the work sites. The City shall be held harmless for personal injuries to the contractor's employees, the public at large, and any and all property damage including but not limited to damage to property on the work site and/or the contractor's vehicles, equipment, and incidentals regardless of whether or not this damage is a result of any litter, trash, debris, terrain, weather, or any other condition at the work sites.

The contractor will be notified regarding completed sites not meeting these specifications. In such event, the contractor(s) will be expected to correct the issue(s) at no cost to the City. The City reserves the right to withhold payment when such incidents occur until the issue is remedied. It will be the responsibility of the contractor(s) to notify the City when any such issue has been corrected. Furthermore, this corrective action must be taken within 48 hour notice of said issue. If this does not occur, the City may withhold payment



for the impacted site.

Falsification or misrepresentation of a site as "serviced" when the work has not been completed will be dealt with in a legally provided manner.

Should a contractor be requested by a property owner, or person(s) claiming to be the property owner of any work site, to cease Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown Landscape Material, the contractor shall do so immediately and vacate the work site. Under no circumstances should a contractor continue working or remain on a property if such issues arise. The Building Code Department must then be notified for further instructions.

Applicants are asked to provide a copy of their equipment list. This information may be considered when determining the lowest and best applicant.

The City of Canton reserves the right to inspect contractors' equipment and operation prior to, or after, the award of all contracts entered into as a result of this application.

Applicants are requested to provide a list of five (5) references for companies/agencies for whom they have completed similar work with their application. If possible, this should include other municipalities for which similar work has been completed. These references must include the company/agency name, company/agency address, name of contact, and phone number and/or email address for said contact person.

PLEASE BE ADVISED THAT THE CONTRACTOR CALLED IS THE ONLY COMPANY PERMITTED TO PERFORM THE WORK AND RECEIVE PAYMENT FOR SAME.

The Contractor shall expeditiously respond with adequate equipment to any call for Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown Landscape Material services received from the Building Department.

The Director of Public Safety shall establish a Schedule of Rates which shall serve as the maximum rates allowed to be charged by the Contractor for Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown Landscape Material services covered by these specifications. This Schedule of Rates shall be subject to periodic review and revision by the Director of Public Safety.

The City of Canton shall pay the Contractors on a monthly basis, upon the receipt of valid invoices.

The Contractor shall meet and maintain the following conditions and requirements:

- A. The Contractor shall be available during normal business hours, 8:00 am-5:00 pm.
- B. The Contractor and its employees shall conduct business in an ethical, orderly and professional manner.



- C. The Contractor shall maintain a place of business within Stark County.
- D. The Contractor's crews are to have an acceptable form of communications to maintain contact with the main office or manager and the City.

The Contractor shall maintain appropriate equipment and responsible personnel to fulfill the requirements of the contract as the City may request for adequate Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown Landscape Material services. All Contractors have equipment of sufficient capacity to safely handle any Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown Landscape Material task. The manufacturer's guidelines for the equipment shall not be exceeded.

In addition to rated capacity, Contractors applying must have sufficient equipment to complete Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown Landscape Material assignments in a timely manner. E.g.:

- One commercial grade walk behind 36" or greater
- One commercial grade riding mower 60" or greater
- One commercial grade hand mower 21" or greater
- One Brush hog type unit (optional)
- Hand held string trimmer units
- Hand Held or back-pack blowers
- Hand held tree loppers
- Small to medium chain saws.

Appearance: paint shall be in good condition and body free of extensive damage. All equipment shall be kept in a clean and orderly condition. The City reserves the right to visually inspect the equipment annually and may identify units that are unsuitable for use on this agreement.

- 1.2 Classification: Successful Applicants will be expected to Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown Landscape Material as directed for the Building Department during the duration of this contract with the option of four (4) one-year extensions at the sole discretion of the City of Canton.

The City reserves the right to solicit bids for jobs that have special equipment requirements or specific job requirements.

- Costs of any nature outside these guidelines must be agreed upon by the Building Department Administrator before work begins.

NO PAYMENT WILL BE MADE FOR ANY COSTS NOT APPROVED BEFORE WORK COMMENCES!



- All work and invoices must be approved by the City's Building Department Administrator before payment will be made. The Building Department Administrator upon receiving approval from the Building Department Enforcement Designee will then forward the invoice to the City Auditor's Office for processing and payment of the same. Payment will be made upon the normal payment procedures of the City of Canton.

Cancellations: Requested work not completed within the time prescribed, without prior approval of the Building Department Administrator will automatically cancel the award, and the next rotation mower will be awarded the job. Any Contractor who fails to respond and/or complete three (3) awards within a calendar year will void their award of rotation, and be automatically dropped from the call list without any notice from the City.

- 1.3 Protection and Restoration of Property: The Contractor shall be responsible for the protection from his activities of all public and private property on and adjacent to the work area and shall use suitable precautions to prevent damage to fences, pipes, conduits, and other underground structures, and to poles, wires, cables and overhead structures.

It shall be the responsibility of the Contractor to promptly restore, replace or make good any damage or injury to all public and private property. If the Contractor fails to do so, the Building Department Administrator may, at the Contractors expense, repair, rebuild, or otherwise restore such property.

- 1.4 Operation of Equipment: The Contractor shall operate the equipment in a safe manner and at such times so as not to create a hazard to the public. Equipment is to be equipped with shields to prevent foreign objects from being thrown out.
- 1.5 Qualifications: The Contractor must be qualified to perform the work duty requested. The Contractor shall have a person or persons available during normal daylight working hours to address any problems or complaints.
- 1.6 Insurance: The Contractor shall provide the City of Canton Certificates of Insurance and endorsements with the following minimum levels of insurance coverage.

The Certificate of Insurance shall include:

- Comprehensive Automobile Liability, \$500,000.00 Single Limit
- Comprehensive General Liability, \$500,000.00 Single Limit
- Workmen's Compensation Insurance
- The City of Canton shall be named as an Additional Insured on the General Liability and Automobile Liability policies.

All applicants awarded contracts will be considered independent contractors and will be required to sign an indemnification clause as a requirement of contracting with the City.



All applicants awarded contracts will be required to provide the insurance information outlined herein.

All contractors are required to follow all applicable OSHA regulations for general industry (29CFR1910) and construction (29CFR1926).

The contractor and all subcontractors for this project must be enrolled in the Ohio Bureau of Workers' Compensation Drug-Free Workplace Program or in a similar program approved by the Bureau of Workers' Compensation and in good standing with the Bureau of Workers' Compensation. Contractors that are not previously enrolled in a drug free workplace program must do so before the contract is finalized. The requirements stated hereby shall be included in all project subcontractors. Proof that this requirement has been met must be provided by all successful applicants. Basic level is recommended.

- 1.7 Rights: The City of Canton Director of Public Safety reserves the right to waive any informalities and accept or reject any or all applications.
- 1.8 Non-discrimination: The City of Canton is an Equal Opportunity Employer and Service Provider and encourages participation by small, minority, and female-owned firms. Contractors must make positive efforts to use Small or Minority Business enterprises. All qualified Small and Minority businesses are welcome to submit an application.
- 1.9 Termination Clause: Upon the issuance of a contract, if the Contractor fails to commence work, the contract will be considered terminated for lack of performance on the Contractor's part. The City reserves the right to remove any contractor from the rotation list for any reason deemed appropriate by the City and contractors do not have a property right or interest in continued inclusion on the rotation list.
- 1.10 Contractor and Employees: The Contractor shall use only qualified personnel on the job and shall be responsible for ensuring that employees abide by all rules and regulations.
- 1.11 Responsibility of Damage Claims: The Contractor shall indemnify and save harmless the City of Canton and its officers, agents and employees from all suits, actions or claims of any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the contractor/Applicant, its agents or employees, in the performance of the contract.
- 1.12 Representation: The Building Department Administrator or his/her designee will be the City's representative for Contractor award, compliance, contract price, monitoring, inspections of completed work, and approval of invoices for payment.

Invoices for payment must be received within seventy-two (72) hours of the completed work. Invoices should be submitted to the City of Canton Building Department. Payment will be processed in accordance with established City processing procedures.

All invoices shall show the parcel number(s) cut, the item number, the quantity, a brief



description of the item, the unit price and the total amount due.

1.13 Appeals: The Building Department Administrator is the Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown Landscape Material Contractor coordinator for the City of Canton. The below appeal process is available to any awarded Contractor to appeal any decision made by the Code Enforcement Officer. The appeal process, in order is;

- 1- Building Department Administrator
- 2- Director of Public Safety

The Director of Public Safety will have the final decision on any appeal. This provision in no way affects the Contractors right to receive additional competitive compensation for unforeseen conditions by both the Contractor and/or Building Department Administrator.

1.14 Participation: Only one (1) Company or Corporation, with the same ownership or same family ownership, will be allowed to participate in this contract. Companies operating under different names, or Corporations but the same common ownership, will not be allowed.

1.15 Subcontracting: This contract award cannot be subcontracted to any other Contractor or individual without the approval in writing by the City of Canton. Contractors subcontracting work without the written approval of the City of Canton will forfeit their rotation contract award.

1.16 Changes: Any changes to this agreement will be by written addendum. Any verbal statement made by any individual shall have no effect unless incorporated into this agreement by written addendum.

1.17 Acknowledgment: By this submittal, I understand that my company is an Independent Contractor for the City. My company and myself are personally responsible for all labor cost, materials, equipment, insurance, workers compensation, liability insurance, and any other costs incurred by my company in fulfilling the needs of this agreement. My company and my employees understand fully that we are not employees of the City of Canton.

1.18 Appendix A – Schedule of Prices Paid for Services: The attached prices for Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown Landscape Material and clean up were developed after analysis for similar types of services. The final award price will be awarded based on site conditions at award date, as agreed upon by the Building Department Administrator and the awarded Contractor based on the listed unit prices. If the two parties fail to agree on a price, the City reserves the right to cancel the award.

1.19 Authority: The City's current ordinance (ORD. 551.01) requires that grass or weeds over 8" high must be mowed.



2.0 APPLICABLE PUBLICATIONS & STANDARDS

2.1 N/A

3.0 REQUIREMENTS

3.1 General Requirements and Overview

3.1.1 The City is seeking applications from interested contractors for the Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown Landscape Material of various neighborhood improvement, vacant and deserted areas, devil strips and other areas as directed throughout the City.

3.1.2 The City realizes this a new contract and therefore the total quantity is uncertain at this time.

The intent of this request is to have multiple contractors and the work will include but may not be limited to:

1. Remove all litter in designated cleanup areas
2. Trim all curbs, sidewalks and other road barrier items in designated areas
3. Remove overgrowth of shrubs from curb lines and other designated areas
4. Blow off all sidewalks after trimming excess in designated areas
5. Cut grass in designated areas assigned
6. Place all trash/debris into proper city provided containers

City maps are available here:

<https://www.cantonohio.gov/214/City-Maps>

3.1.3 Please note that the City makes no guaranty that any particular number of service hours will be needed throughout the Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown Landscape Material season. All work will be in accordance to contracts awarded pursuant to this application process will be on an as needed basis.

3.1.4 Prices to be paid by the City per Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown Landscape Material are set by the City and are shown within Appendix A and will be on an hourly basis as needed.

3.1.4.1 All work must meet the minimum specifications listed herein.

3.1.5 Contract Term



- 3.1.5.1 Awarded contracts shall be in effect during the dates detailed in the contract.
- 3.1.6.2 If pricing is bid for the potential extensions, the City of Canton has the option at its sole discretion to exercise said extensions with the Applicants awarded contracts.
- 3.1.6.3 All available extensions will be for the initial contract area awarded.
- 3.1.6.4 The City of Canton reserves the right to exercise an available extension with one or multiple contractors and to seek additional applications if it feels that it is in the best interest of the City.
- 3.1.7 Non-Exclusivity: The City of Canton reserves the right to contract for the same or similar items covered in this application process from additional applicant/contractors not awarded contracts resulting from this process if found to be in the best interest of the City.
- 3.1.8 All City departments shall be permitted to utilize this contract per the specifications provided herein and the pricing accepted and awarded.
- 3.2
- 3.2.3 If a contractor arrives at an area area and it has been mowed, the Building Department must be immediately contacted for further instructions. Areas that are being cared for will be removed from the Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown Landscape Material list at the discretion of the Building Code Department.
- 4.0 NOTES
- 4.1 Prospective applicants will take notice that the City of Canton, in determining the lowest and best in the award of this contract, may award a local Applicant preference to any qualified Applicant pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether an Applicant qualifies for the local preference shall be made by the Board of Control. The Board's decision shall be final.
- 4.2 Award Process
- 4.2.1 Contracts will be awarded in accordance with Section 105.09 of the City of Canton Codified Ordinances using the standard of lowest and best.
- 4.2.2 The Board of Control reserves the right to reject any or all applications and to accept the applications deemed most beneficial to the City of Canton.
- 4.3 Questions and Addenda



- 4.3.1 All questions should be submitted in writing at least five (5) business days prior to the Closing date/ opening of Applications. Answers to questions will be issued in writing as official addenda no later than seventy two (72) business hours prior to the time of the opening. Said addenda will become a component of this invitation to apply and should be acknowledged as received on the application page. Failure to acknowledge all official addenda in this manner may result in your application being disqualified.
- 4.3.2 All questions should be directed to:
Katie Wise
City of Canton Purchasing Department
Email: purchasing@cantonohio.gov
- 4.3.3 Applicants are expected to and are responsible for monitoring the City's website for all official addenda.
- 4.3.4 Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
- 4.4 Please be advised that when you submit an application to the City of Canton, the City will assume that an authorized representative of your company reviewed said application to assure that the application is correct and/or accurate.
- 4.5 Any applicant may withdraw an application, by written request, at any time prior to the time set for the opening. This request must be made to Andy Roth, Director of Purchasing at Andrew.roth@cantonohio.gov if there is no withdrawal of the application, in accordance to this procedure, the City reserves the right to enforce said program prices(s) and/or contract(s).
- 4.6 If an applicant attempts to alter any of the terms and/or conditions of these program specifications the City of Canton may reject said application.



Section IV: Application Signature Page

Application Signature Page - Trash/Debris Clean-up, Trimming, Mowing and Removal of Overgrown Landscape Material on City Owned and/or Controlled Areas

We (I), the below signed hereby propose to furnish the following article(s) and/or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. We (I) have read all attachments including the specifications and fully understand what is required.

The City will pay to the accepted contractors the Appendix A Schedule per hour price for the Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown Landscape Material of all areas regardless of the area size and conditions.

We (I) are applying to do Trash/Debris Clean-up, Trimming, Mowing and Removal of Overgrown Landscape Material on City Owned and/or Controlled Areas work within the City of Canton:

The Applicant acknowledgement receipt of Addenda Numbers: _____

Name of Applicant/Contractor: _____

Authorized Signature: _____

Appendix A-Schedule of Rates.xlsx

<i>CITY OF CANTON Trash/Debris Clean-up, Trimming/Mowing and Removal of Overgrown Landscape Material Services</i>		
Item #		Price Paid for Service
1	<ol style="list-style-type: none"> 1. Remove all litter in designated cleanup areas 2. Trim all curbs, sidewalks and other road barrier items in designated areas 3. Remove overgrowth of shrubs from curb lines and other designated areas 4. Blow off all sidewalks after trimming excess in designated areas 5. Cut grass in designated areas assigned 6. Remove all trash/debris into proper city provided containers 	\$200.00/ hour

Exhibit to Standard Form of Agreement Between Owner and Contractor

This Agreement is being funded through the use of American Rescue Plan Act (“ARPA”) funds.

As such, there are certain required contract provisions that must be included in contracts and agreements with contractors and subcontractors that are paid using ARPA funds. The contractor, or “Subrecipient”, must comply with all applicable laws listed below.

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

(Q) 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.

(R) 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, an 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.

(S) 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;
- g. Other records necessary to document compliance

(T) 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 the US 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.

City of Canton – American Rescue Plan Act (ARPA) Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Canton by the US Department of Treasury under the American Rescue Plan Act (“ARPA Funds”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021). In using such funds, the City must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury (“Treasury”) governing the expenditure of monies distributed from the ARPA Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022))), the Award Terms and Conditions applicable to the ARPA Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the ARPA Funds (collectively, the “Regulatory Requirements”). Additionally, pursuant to the Regulatory Requirements, the City must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 other than such provisions as Treasury has determined or may determine are inapplicable to the ARPA Funds and pursuant to 2 C.F.R. §200.327 the City must include within any contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum.

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Canton as required by ARPA and its implementing regulations; and as established by the Treasury Department.

A. Equal Employment Opportunity. If this contract is a Federally Assisted Construction Contract (as defined in 41 C.F.R. §60-1.3) exceeding \$10,000, during the performance of this contract, contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for

- employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
 4. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 6. Contractor will furnish to the Administering Agency (as specified in 41 C.F.R. §60-1.3) and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 7. In the event of contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and contractor may be declared ineligible for further government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 8. Contractor will include the portion of the sentence immediately preceding paragraph A.1. of this section and the provisions of paragraphs A.1. through A.7. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor

or vendor. Contractor will take such action with respect to any subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Administering Agency, contractor may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the City so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Contract.

9. The City agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of contractor and any subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.
10. The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractor and any subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: cancel, terminate, or suspend, in whole or in part, this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. Copeland "Anti-Kickback" Act. Contractor and any subcontractors performing work under the contract shall comply with 18 U.S.C. §874. The City shall report all suspected or reported violations to Treasury.

C. Suspension and Debarment.

1. This contract is a covered transaction for purposes of 2 CFR §180.210 and 31 CFR §19.2103000. Therefore, this Contract is a lower-tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Contract is for federally required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).
2. As such, the contractor is required to verify that contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) of both contractor and contractor's principals are not excluded (defined at 2 CFR § 180.935) and are not disqualified (defined at 2 CFR § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. §19.120(a) (a) this contract shall be void; (b) City shall not make any payments of federal financial assistance to contractor; and (c) City shall have no obligations to contractor under this contract.
3. The contractor must comply with 2 CFR pt. 180, subpart C and 31 CFR pt. 19, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City and all liability arising from an erroneous representation shall be borne solely by the contractor.
4. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 31 CFR pt. 19, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.

1. Contractor certifies 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. Contractor shall 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 recipient who in turn will forward the certification(s) to the awarding agency. This certification is a material representation of fact upon which City has relied when

entering into this contract, and all liability arising from an erroneous representation shall be borne solely by contractor.

2. ***Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum and shall cause any subcontractors with a subcontract (at any tier) exceeding \$100,000 to file with the tier above it the same certification.**

E. Access to Records.

1. Contractor agrees to provide the City of Canton, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, investigations and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.
2. Contractor agrees to retain all records covered by this section through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving the contract.

F. Rights to Inventions Made Under a Contract or Agreement.

1. The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes," any subject data or copyright described below. "Government purposes" means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its federal license to any other party.
 - (a) Any subject data developed under the contract, whether or not a copyright has been obtained, and
 - (b) Any rights of copyright purchased by contractor using federal assistance funded in whole or in part by the Department of the Treasury.
2. Unless the Department of the Treasury determines otherwise, a contractor performing experimental, developmental, or research work required as part of this contract agrees to permit Treasury to make available to the public either (a) Treasury's license in the copyright to any subject data developed in the course of the Contract or (b) a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this contract is not completed for any reason whatsoever, all data developed under the contract shall

become subject data as defined herein and shall be delivered as the Government may direct.

3. Unless prohibited by Ohio law, upon request by the Government, contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the contractor.
4. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
5. Data developed by contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying contract is exempt from the requirements herein, provided that contractor identifies that data in writing at the time of delivery of the contract work. Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.
6. For the purposes of this section "subject data" means "recorded information, whether or not copyrighted, . . . that is delivered or specified to be delivered as required by the contract." Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the contract."

G. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. §3702 and §3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under §3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40

U.S.C. §3704 are applicable to construction work and provides that no laborer or mechanic shall 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.

H. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000).

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.
3. The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Canton and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
4. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

I. Prohibition Contracting for Covered Telecommunications Equipment or Services.

Definitions. Unless otherwise defined in this contract, capitalized terms used in section shall have the meanings ascribed thereto in this section.

(a) "Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

(b) "Covered Foreign Country" means the People's Republic of China.

(c) "Covered Telecommunications Equipment or Services" means (i) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (ii) 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); (iii) telecommunications or video surveillance services provided by such entities or using such equipment;

or (iv) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.

(d) “Critical Technology” means (i) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (ii) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) for reasons relating to regional stability or surreptitious listening; (iii) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (iv) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (v) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations; part 121 of title 9 of such Code; or part 73 of title 42 of such Code; or (vi) emerging and foundational technologies controlled pursuant to §1758 of the Export Control Reform Act of 2018 (50 U.S.C. §4817).

(e) “Interconnection Arrangements” means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

(f) “Roaming” means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

(g) “Substantial or Essential Component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(h) “Telecommunications Equipment or Services” means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

2. Prohibitions.

(a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending

grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(b) Unless an exception in applies, contractor and any subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a federal government to:

i. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;

iii. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system; or

iv. Provide, as part of its performance of this contract, any subcontract; any other contractual instrument; or any equipment, system, or service 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.

3. Exceptions.

(a). This clause does not prohibit contractor or subcontractors from providing:

i. A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(b). By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment that: system and

(a) Is not used as Critical Technology of any system.

(b) Is not used as a Substantial or Essential Component of any

ii. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

4. Reporting Requirement.

(a). In the event contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical Technology as part of any system, or if contractor is notified of such by a subcontractor at any tier or by any other source, contractor shall report the information in paragraph 4(b) of this section to City, unless procedures for reporting the information are established elsewhere in this contract.

(b). Contractor shall report the following information to City pursuant to paragraph 4(a) of this section:

i. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within ten business days of submitting the information in paragraph 4(b)(i) of this section, any further available information about mitigation actions undertaken or recommended. In addition, contractor shall describe (1) the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services and (2) any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.

5. Subcontractor. Contractor shall cause to be inserted into all subcontracts and other contractual instruments relating to the performance of this contract the substance of this Section I, including this paragraph 5.

J. Buy USA - Domestic preference for certain procurements using federal funds.

Contractor 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 sub-awards including all contracts and purchase orders for work or products under this award. 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.

K. Procurement of Recovered Materials.

1. This section shall apply if (1) this contract involves the purchase of an item designated by the Environmental Protection Agency ("EPA") in 40 C.F.R. Part 247 that exceeds \$10,000 or (2) the total value of such designated items acquired during the City's preceding fiscal year exceeded \$10,000.
2. In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meet contract performance requirements; or
 - c. Be acquired at a reasonable price.
3. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website. The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

L. Minority and Women Business Enterprises. Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), *when applicable*. Accordingly, the contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources

of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
2. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
4. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business; and
5. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and the Ohio Department of Development.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. Additionally, an MBE or WBE qualifies if it is currently certified by Ohio's Department of Development and qualifies as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

M. Assurances of Compliance with Title VI of the Civil Rights Act of 1964. Contractor and any subcontractor, or the successor, transferee, or assignee of contractor or any subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this contract.

N. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

O. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 Fed. Reg.19216 (Apr. 18, 1997), contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented

or personally owned vehicles.

P. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

Q. Conflicts and Interpretation. To the extent that any portion of this Addendum conflicts with any term or condition of this contract expressed outside of this Addendum, the terms of this Addendum shall govern.

R. Other Non-Discrimination Statutes. Contractor acknowledges that City is bound by and agrees, to the extent applicable to contractor, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds: The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

S. Conflicts of Interest; Gifts and Favors.

1. Contractor understands that (1) City will use ARPA Funds to pay for the cost of this contract and (2) the expenditure of ARPA Funds is governed by the *Conflict of Interest Policy* of the City, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and Ohio law (including, without limitation, G.S. 14-234(a)(1) and -234.3(a)).
2. Contractor certifies to City that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, elected official, or agent of City involved in the selection, award, or administration of this contract (each a "Covered Individual"); no member of a Covered Individual's immediate family; no partner of a Covered Individual; and no organization (including contractor) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, contractor. Should contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, contractor shall promptly disclose the same to City in writing.
3. Contractor certifies to City that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, elected official or agent of City. Should contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee,

elected official or agent described in the preceding sentence after the date hereof, contractor shall promptly disclose the same to City in writing.

CONTRACTOR:

By: _____

Name: _____

Title: _____

CITY:

By: _____

Name: _____

Title: _____

This form is required only for purchases of more than \$100,000

31 CFR Part 21 – New Restrictions on Lobbying

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's authorized official

Date: _____

(Print name and title of person signing above)