



Department of Environmental Quality  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

# **Request for Proposals**

**2015 Community Pollution  
Prevention Grant Program**

**December 16, 2014**

**to**

**April 1, 2015**

Rick Snyder, Governor



Dan Wyant, Director

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# I. Introduction

## 1. Grant Description

Grant funding is available through the 2015 Community Pollution Prevention (P2) Grant Program for projects that enhance local or regional recycling programs and lead to increases in the statewide recycling rate.

In his 2012 special message on energy and the environment Governor Rick Snyder acknowledged the low recycling rate in Michigan and committed to creating a plan to improve that rate. In response, the Department of Environmental Quality (DEQ) convened a workgroup to advance recycling in the state. One finding of that group was a need for more data and information to inform state and local decision makers. In 2014 the DEQ provided grant funding to collect and analyze data to inform community based decision makers. Specifically, the 2014 Community P2 Grant Program supported three objectives including: 1) determination of baseline recycling metrics, 2) recycling program analysis and case studies, and 3) an analysis of the composition of waste disposed in Michigan. Through these grants the DEQ is creating baseline data to benchmark future recycling progress against. The 2015 Community P2 Grant Program will build on the 2014 efforts and fund enhancements to local or regional recycling programs.

Through the 2015 Community P2 Grant Program, the DEQ will provide grants to non-profit organizations, local and tribal governments, local health departments, municipalities, or regional planning agencies. The program has up to \$600,000 available for grants in fiscal year 2015. Total grant funds requested must be no more than \$100,000 and the proposal must clearly indicate how the money will be spent. Grantees must fund at least 25 percent of the total project cost. Grants will be administered in accordance with Public Act 384 of 1996 as amended.

## 2. 2015 Community P2 Grant Program Objective

The objective of the 2015 Community P2 Grant Program is to increase the statewide recycling rate in Michigan through the enhancement of local or regional recycling programs. Applicants are encouraged to submit proposals that meet the unique needs of their particular service area. Below is a general list of the types of projects that the DEQ is interested in funding. This list should not be viewed as exhaustive, nor should applicants limit themselves to this list. Innovative projects that show potential to increase recycling rates will receive equal consideration regardless of their inclusion in this list.

- Start-ups
  - Implementation of local funding mechanisms, contracts, and other methods to foster public-private partnerships to expand access to recycling.
  - Development of recyclable materials collection events that leverage private, public, and non-profit funding to foster long term partnerships that establish collection opportunities for recyclable materials.
- Program Enhancements
  - Conversions to single stream recycling.
  - The addition of residential and commercial food waste to existing yard clippings collections programs.
  - Enhancement of recyclable materials collection events that leverage private, public, and non-profit funding to foster long term partnerships that establish collection opportunities for recyclable materials.
- Infrastructure Development
  - Support the transition from bins to carts.
  - Installation of public space recycling containers to support “on-the-go” recycling at parks, downtown streetscapes, and special events.

- The creation or improvement of public drop-off recycling locations excluding the purchase of real property.
- The creation or improvement of composting facilities excluding the purchase of real property.
- Updating existing collection infrastructure such as processing equipment upgrades or enhancements excluding the purchase of real property.
- Market Development
  - Support the enhancement of recycling collection programs to meet the needs of local end-use markets.
    - Collect additional materials for local end-use markets.
    - Process and transport additional materials for local end-use markets.
    - Support the development of local processing technology to convert recyclables to end use commodities available for use by local end use markets.
- Education and Outreach
  - Develop an education campaign to support recycling.
  - Modify existing campaigns to make them Michigan specific.
  - Create education and outreach templates for use by local recycling programs.
  - Marketing campaigns to educate local customers.
  - Recycling website enhancements.
  - Translation of outreach materials to additional languages.
  - Local education events/forums to educate community, local leaders and decision makers.

### 3. Grant Proposal Requirements

All proposals must meet all of the following requirements:

- Eligible applicants include non-profit organizations, local and tribal governments, local health departments, municipalities, and regional planning agencies. However, subcontractors may be for-profit or non-profit organizations.
- Organizations receiving grants are required to provide a match of at least 25 percent of the total project cost. Grantee contributions may include dollars, in-kind goods and services, and/or third party contributions.
- Total grant fund request must not exceed \$100,000.
- Unless otherwise stated in the Request for Proposal, the applicant must expend grant funding within two years of the start date of the grant agreement, and complete all tasks within the term of the contract.
- The Grantee must supply proof of a successful financial audit for a period ending within the 24 months immediately preceding the application as demonstrated by an *Independent Auditor's Report* signed by a Certified Public Accountant from a Comprehensive Annual Report. The audit must be of the applicant organization – no fiduciary arrangements will be accepted.

#### **4. Project Proposal Requirements**

Applicants must clearly explain how the project will accomplish all of the following:

- Increase recycling rates.
- Be sustainable after the grant project has been completed.
- How success will be defined and what quantitative and qualitative metrics will be used to determine if the project is successful.
- How the project will encourage regional solutions.
- How the project will increase awareness of recycling.
- How the project will increase access to recycling resources and participation in recycling programs.
- How the project will inform residents about project outcomes.

#### **5. Eligible/Ineligible Grant Activities**

The following activities are eligible under the 2015 Community P2 Grant Program; this list may not be exhaustive:

- Grant funds can be used to fund employee salaries.
- Grant funds can be used to hire consultants.
- Grant funds can be used to collect required data.

The following activities are ineligible under the 2015 Community P2 Grant Program; this list may not be exhaustive:

- Maintain existing projects currently funded with Community P2 Grant money (see Non-Duplicative Programs below).
- Administer projects that are a part of a community's regulatory responsibility.
- Implement other activities deemed inappropriate under contract management standards.
- Lobby or directly influence legislative decision-making.
- The purchase of real property.

#### **6. Selection Criteria for the 2015 Community P2 Grant Program**

Proposals will be scored based upon the criteria listed below:

- The project goals are clear and realistic. The proposal must clearly explain how the project will increase the statewide recycling rate in Michigan.
- The proposal contains a clear and well developed project narrative, work-plan, timeline, and budget.
- The proposal demonstrates that the applicant and any subcontractors have the technical ability, experience, depth of staff, qualifications and credibility necessary to administer the grant and implement the project.
- The time frame for completion of the project is realistic.
- The project is cost-effective/efficient. Funds allocated for specific activities are reasonable according to levels of funding used by operating programs in Michigan.
- The applicant has demonstrated the ability to collaborate and partner with other groups and organizations as deemed appropriate.

- The applicant has partnered with relevant organizations to secure the support and commitments necessary to execute the project.
- The project is sustainable beyond the grant period.
- The project has a clearly defined and relevant education and outreach component.
- The applicant has defined success, chosen relevant metrics and in the appraisers' opinions the project is likely to succeed.
- The applicant has demonstrated the ability to successfully implement and administer grant projects.

## **7. Funding Sources**

The Community P2 Grant Program is authorized under Public Act 384 of 1996 as amended, which establishes the Cleanup and Redevelopment Trust Fund with interest earned on unclaimed beverage container deposits. The Public Act designates a portion of these deposits for a Community Pollution Prevention Fund, and from this fund the DEQ obtains appropriations to award grants for community P2.

Public Act 252 of 2014 authorizes the DEQ to expend General Funds and Settlement Funds. Monies from these funds granted through the 2015 Community P2 Grant Program will be administered in accordance with Public Act 384 of 1996 as amended.

## **8. Funding Availability**

Organizations receiving grants are required to provide a match of at least 25 percent of the total project cost. The match requirement of at least 25 percent has been established by law. Grantee contributions may include dollars, in-kind goods and services, and/or third party contributions. Proposals for projects of various scopes and costs are welcome. The maximum dollar amount requested must be based upon what is needed to carry out the identified tasks and products. Total grant fund requests must be no larger than \$100,000. Project contracts can run for one or two years and will be on a cost-reimbursement basis.

## **9. Contact**

This grant is being issued by the DEQ, Office of Environmental Assistance (OEA), Pollution Prevention & Stewardship Unit (P2SU). For further information on this grant, call the DEQ Environmental Assistance Center at 1-800-662-9278.

## **10. Eligibility**

Eligible applicants include non-profit organizations, local and tribal governments, local health departments, municipalities, and regional planning agencies. However, subcontractors can be private for-profit or non-profit organizations. For-profit organizations are not eligible to receive funding; however, they may be subcontractors.

## **11. Project Clarification/Revisions**

During the grant review process, applicants may be contacted for clarification and for the purpose of negotiating changes in project activities, timetable, and grant amounts. The DEQ reserves the right to award grants for amounts other than those requested and/or request changes to, or clarification of, the proposed work plan.

## **12. Non-Duplicative Programs**

The Community P2 Grant Program cannot be used to replace existing federal, state, or local financial commitments.

### **13. Acceptance of Proposal Content**

Successful applicants will be required to enter into a project contract with the DEQ within 60 days of the grant award. A project contract consists of standard “boilerplate” language, the applicant’s work plan, timetable, and budget information.

Failure of a successful applicant to accept the obligations outlined in the draft contract boilerplate may result in withdrawal or cancellation of the grant. The DEQ reserves the right to offer partial funding for any grant proposal.

The DEQ, reserves the right to review and approve all products developed and paid for by grants or used for local match. All such products become the property of the state of Michigan.

Grant recipients will be responsible for meeting the match amount committed in the project contract.

Additional requirements relevant to an individual project may be specified in the project contract.

The recipient is required to attend a grant administration meeting with the Grant Administrator to discuss contract and reporting requirements.

### **14. Confidentiality**

All information and materials regarding this grant are subject to the Freedom of Information Act.

### **15. Proposal Deadline**

Proposals must be received by the DEQ, OEA, P2SU, no later than **5:00 pm on April 1, 2015**, at the address listed below. On or before this date/time, one original hardcopy version of the 2015 Community P2 Grant Program proposal must be received by DEQ, OEA, P2SU. Proposals sent by facsimile or email will not be accepted. Digital submissions will not be accepted. If you choose to mail your proposal it is advised that you send it with delivery confirmation.

### **16. Judging Applications**

A panel composed of state government staff will review the applications. Final decisions will be made by the DEQ.

#### **Grant Applications should be sent to:**

##### **U.S. Postal Service to:**

Department of Environmental Quality  
Office of Environmental Assistance  
Pollution Prevention and Stewardship Unit  
2015 Community P2 Grant Program  
P.O. Box 30457  
Lansing, Michigan 48909-7957

##### **Hand Deliver, Commercial Carrier or Overnight Mail to:**

Department of Environmental Quality  
Office of Environmental Assistance  
Pollution Prevention and Stewardship Unit  
2015 Community P2 Grant Program  
525 West Allegan, CH-1S  
Lansing, Michigan 48933

## II. Community P2 Grant Proposal Cover Sheet Instructions

### 1. Proposal Contents

Your proposal should consist of the following:

- Proposal cover sheet – page 1
- Project description
- Work plan, timetable, budget
- System of measuring results
- Correct number of copies

Directions for each portion are included in this RFP. Follow all directions. Use the checklist in Section VI to make sure you have a complete proposal.

### 2. Instructions for Community P2 Grant Proposal Cover Sheet

The Community P2 Grant Proposal Cover Sheet (Appendix A) is to be filled out by the applicant. The Cover Sheet is the first page of the entire proposal package. Other portions of the proposal will be developed by the applicant and attached to the Community P2 Grant Proposal Cover Sheet.

The Project Name is the name of the project.

The Project Location is the counties that the project will be offered.

The State Senator and House of Representative District Number is where the project is primarily located or where the grantee is located. If you are awarded a grant, the Senator and Representative for your project location will be notified. Fill in a district number for both your Senator and Representative.

The Applicant is the group, agency, or local unit of government applying for funding. Fill in the organization's fax and telephone number.

The Contact Person is the person in that organization that can be contacted by the DEQ staff for any needed additional information. Also include the contact's e-mail address, if available.

Under Organization Address, be sure to include the street name and number on the first line, and the city and zip code on the second line.

Start Date of Project and End Date of Project. The start date should approximately correspond with the date funding will be available. The end date should be based on what is needed for the project; the maximum project length is two years.

Grant Amount Requested is the amount of funding you are seeking.

Local Match is the amount of local funding committed to the project.

The Total Project Cost equals the Grant Amount Requested + the Local Match (local match must be at least 25 percent of the Total Project Cost).

The Person with Grant Acceptance Authority is the person who will be accepting responsibility for the terms and conditions of the contract. This may be the contact person, or it may be somebody else in the organization (such as, a chief, executive, or board member). The person with grant acceptance authority also must sign the Community P2 Grant Proposal Cover Sheet, as indicated.

### **III. Instructions for Community P2 Grant Proposal**

#### **1. Project Description**

In no more than four pages, please provide the following information in this order, using these headings. Consider each bulleted statement as it applies to your project. Use 11- or 12-point font on 8½" x 11" paper. Number the pages and attach to Page 1, the Community P2 Grant Proposal Cover Sheet. The use of two sided printing and recycled paper is recommended.

##### *i. Statement of Environmental Concerns*

This should include the current environmental conditions (if known) and the needs/problems to be addressed with this grant.

##### *ii. Project Goals and Objectives*

- Describe the project's goals and objectives. Describe how the activities planned are appropriate to accomplish the goals and objectives. Include an explanation as to why a particular approach was chosen (cost effectiveness, likelihood of success, participating organizations' assets or constraints, or other factors.)

##### *iii. Organization Information*

- Briefly state the organization's mission and goals.
- Describe relevant programs, activities, and accomplishments.
- Describe the qualifications of key staff and volunteers that will ensure the success of the project.

##### *iv. Partners*

- Describe the other partners in the project, their roles and commitments.
- Describe any other sources of funding not listed on page 1 of the proposal or on the budget, and include other grants you have received that relate to this proposal.

##### *v. Project Sustainability*

- Describe how the project will create long-term change and continue beyond the grant term.

##### *vi. Evaluation*

- Describe how an evaluation of the project will be done, including how success will be defined and measured.
- Identify the Quality Assurance/Quality Control procedures that will be followed, if applicable.
- Describe how evaluation results will be used and disseminated, and any products that will result from the project and be submitted to the DEQ for approval.

#### **2. Work Plan and Timetable**

##### *i. Work Plan*

- The work plan must be typed in 11- or 12-point font on 8½" x 11" and should not exceed three pages.
- The plan should be presented by task (with sub-tasks as necessary), with an estimated percentage of time given to each task. The estimated percentage of time for all tasks should equal 100 percent.
- Include any products and deliverables.
- Include who will be responsible for carrying out each task.
- Number all pages of the work plan and attach to the Project Description.

ii. *Timetable - Maximum two pages*

- Include a timetable of activities, showing when each task will be completed. This should be presented in a grid/table and cover all months or quarters of the project. If by quarter, include in the timetable for the months included in each quarter, i.e., Quarter 1: October, November, and December.
- Number the page(s), and attach them to the work plan.

**3. Budget Information**

*i. General Information*

Complete Grant Budget Form (Appendix B) using the directions below and further detailed in Section IV:

- The Grand Total Grant Funds Requested + Grand Total Local Match = Total Project Cost. These values should correspond with the Grant Amount Requested + Local Match = Project Total on page 1 of your proposal.
- Under each Budget Category (Column A), write or type in the activities that will be charged against the grant or counted as local match (see Local Match below.) Include enough detail that the DEQ, Grant Administrator knows who or what will be charged.
- Provide the same level of detail for all other budget categories, whether it is to be charged against the grant or counted as match.
- A digital version of the Grant Budget Form is available at [www.michigan.gov/deqp2grants](http://www.michigan.gov/deqp2grants).

Use the format below, filling in the form across the columns by category. Start in column A and address Staffing Costs across all columns. Note Column C, Local Match, the amount entered here is a financial commitment made by the grant recipient and other local agencies to help implement the project. A local match amount no less than 25 percent is required to receive funding (cash and/or in-kind services can qualify for local match.) This is a match to the total funding, not a line-by-line match for each activity.

- In Column C of the Grant Budget Form, include local match amounts for each budget category (staffing costs, fringe benefits, etc.)
- Federal and state funds cannot be used as matching funds.
- Whatever match you include in your application will become part of your contractual obligation, if your project is selected for full funding. Be sure your match commitment is realistic.
- Match activities will be held to the same standards as grant-funded activities.
- Match cannot be earned until the starting date specified in a contract signed by both parties.
- Note that the auditing requirements in the draft contract boilerplate (Appendix C) require grantees to document match earned by providing letters from matching agencies, verifying the work completed, and the value of that work. Again, make sure your match commitment is realistic.

**IV. Grant Budget Form Instructions**

Please see the Grant Budget Form (Appendix B) when completing the information below (numbering and lettering listed below corresponds to numbering and lettering on the Grant Budget Form). A digital version of the Grant Budget Form is available at [www.michigan.gov/deqp2grants](http://www.michigan.gov/deqp2grants).

**1. Staffing Costs**

- In Column A, list each staff person by name and title (project manager, senior analyst, clerical, etc.), the estimated number of hours each person will work on the project and

his/her hourly rate. Place the costs for each staff person (number of hours times hourly rate) in Columns B and C.

- Each staff person listed under Staffing Cost should also be included in the Work Plan.
- Staffing costs for staff in agencies other than the grant recipient should be budgeted under Contractual.
- Add subtotals.

## **2. Fringe Benefits**

Fringe benefits can include insurance; FICA; federal, state, and local taxes; vacation and sick time; and workers' compensation.

- Most agencies have set fringe benefit rates. Use your agency's fringe benefit rate, not to exceed 40 percent.
- In Column A, list each staff person and their fringe rate. Put the dollar amount corresponding with each staff person in Columns B and C.
- The DEQ reserves the right to request applicants to supply information indicating how their fringe benefits were calculated.
- Add subtotals.

The fringe benefit rate and the indirect rate are not to be combined; each rate must be accounted for separately.

## **3. Contractual Services**

Contractual costs are services or materials provided by a contractor or agencies other than the grant recipient. Any services that are not provided by the grant recipient should be listed here, including engineering services. If any part of the work in the grant is to be subcontracted, responses to this RFP must include a description of all work to be subcontracted. The description should include a work plan, time table, and budget for all work subcontracted. The state of Michigan reserves the right to approve all subcontractors for this project and reserves the right to require the grant recipient to replace subcontractors found to be unacceptable.

- In Column A, list all contractual services. Put estimated amounts in Columns B and C.
- All contractual services included here should also be included in the work plan.
- Subtotal contractual costs.

## **4. Project Equipment, Supplies, and Materials**

### *i. Project Equipment*

- Equipment is defined as an article of non-expendable, tangible personal property having a useful life of more than one year.
- Grant funds can be used to purchase equipment. Equipment costs greater than \$10,000 will require the grantee to enter into a commitment with the DEQ to continue operation of the equipment for the purpose of community P2 for five years after the ending date of the grant agreement.
- Itemize equipment on the Grant Budget Form and explain any cost that may appear out of the ordinary.

### *ii. Project Supplies and Materials*

- For supplies and materials, specify the type of supplies and materials charged against the grant in Column A. Itemize printing, postage, and other supplies and materials. Explain any cost that may appear out of the ordinary.

- Place corresponding costs of supplies and materials in Columns B and C.
- Subtotal equipment, supplies, and materials.

## 5. Travel Costs

- Show mileage separate from lodging and meals in Column A.
- Mileage costs should be shown in Columns B and C as number of miles times mileage rate (\$.55 per mile is the highest allowable rate.)
- Under "Other" on the Grant Budget Form include travel, other than mileage, to conferences and anticipated hotel/motel costs as separate line items. Conference and other training fees should also be included here.
- Subtotal your travel costs.

## 6. Total Direct Costs

Total Direct Costs is the sum of all grant funds requested and all local match funds identified.

## 7. Indirect Costs

Indirect costs have been referred to as the cost of doing business. Typical indirect costs are associated with, but not limited to: office space, telephones, office equipment rental and usage, utilities, and general office supplies.

- Most agencies have set an indirect rate based on an analysis of reasonable overhead costs. Use your agency's indirect rate, up to 20 percent of staff salary and fringe benefits.
- In Column A, indicate the percentage rate at which indirect costs are being calculated and the resulting indirect costs.
- Add indirect costs in Columns B and C.
- Subtotal indirect costs in Column D.

The indirect rate and the fringe benefit rate are not to be combined; each rate must be accounted for separately.

## 8. Totals

Add the subtotals for each budget category.

- The totals at the bottom of the Grant Budget Form should be the same as those on page 1 of your proposal.

## 9. Sources of Match

Local match is a financial commitment made by the grant recipient and other local agencies to help implement the project. Local match is required of all applications. Labor, in-kind services, and materials can count as match:

- Whatever match you include in your application will become part of your contractual obligation, if your project is selected for full funding. Be sure your match commitment is realistic.
- Match activities will be held to the same standards as grant-funded activities.
- Match cannot be earned until the starting date of a contract signed by both parties.
- Note that the auditing requirements in the draft contract boilerplate (Appendix C) require grantees to document match earned by providing letters from matching agencies, verifying the work completed, and the value of that work. Again, make sure your match commitment is realistic.

At the bottom of the second page of the budget sheet, indicate the source(s) of local match and the corresponding dollar value committed by the applicant or other local sources. Organizations receiving grants are required to provide a match of at least 25 percent of the Total Project Cost.

Grantee contributions may include dollars, in-kind goods and services, and/or third party contributions. Not more than \$100,000 may be granted in any fiscal year to a single recipient; however, local match expenditures can bring total grant expenditures over the \$100,000 limit (grant funds \$100,000 + match \$33,333 = \$133,333).

## V. Required Attachments for Community P2 Grant Proposal

The following attachments are to be submitted for this grant proposal:

- Audit – All applicants must include with their proposal a letter from a certified public accountant documenting that the organization has undergone a successful financial audit within the last 24 months. The letter must also include the dates and scope of the successful financial audit. This information is necessary to assure that the applicant has in place a financial accounting system that operates in accordance with accepted accounting principles.
- Letters of Commitment – These are letters from partners in the project committing a specific amount of time, money, activities, or other specified resources for the project. General letters of support (those not showing time, money, or specific resource commitment) will not be considered.

*All other information, including binders, extraneous reports, etc., will not be considered, reviewed, or returned. All submitted materials are subject to FOIA requests.*

## VI. Checklist for a Complete Community P2 Grant Proposal

Submit one original hardcopy that includes all portions of your proposal. Number all pages of your proposal. Proposals may be submitted by U.S. Postal Service, commercial delivery service or hand delivery. Proposals sent by facsimile machine or email will not be accepted. Digital submissions will not be accepted.

The entire proposal package should not be more than 12 pages, plus the Audit Letter and Letters of Commitment:

- \_\_\_\_\_ One-page Community P2 Grant Proposal Cover Sheet
- \_\_\_\_\_ Maximum four-page Project Description
- \_\_\_\_\_ Maximum three-page Work Plan
- \_\_\_\_\_ One or two-page Timetable
- \_\_\_\_\_ One or two-page Grant Budget Form

Attachments:

- \_\_\_\_\_ One-page audit letter
- \_\_\_\_\_ Letters of commitment

*All other information, including binders, extraneous reports, and general letters of support will not be considered, reviewed, or returned. All submitted materials are subject to FOIA requests.*

### **U.S. Postal Service to:**

Department of Environmental Quality  
Office of Environmental Assistance  
Pollution Prevention and Stewardship Unit  
2015 Community P2 Grant Program  
P.O. Box 30457  
Lansing, Michigan 48909-7957

### **Hand Deliver, Commercial Carrier or Overnight Mail to:**

Department of Environmental Quality  
Office of Environmental Assistance  
Pollution Prevention and Stewardship Unit  
2015 Community P2 Grant Program  
525 West Allegan, CH-1S  
Lansing, Michigan 48933

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**Appendix A**

**Community P2 Grant Proposal Cover Sheet**

**Department of Environmental Quality**  
**Community P2 Grant Proposal Cover Sheet**

(Authorized by 1996 Public Act 384)

(Completion of this form is required in order to receive grant consideration)

Project Name:

Project Location (Primary County):

State Senate District Number for Project Location:

State House of Representatives District Number for Project Location:

Applicant (Organization Name):

Organization's Federal I.D. Number: -

Organization Telephone #: - -

Organization Fax #: - -

Contact Person:

Contact's E-Mail (if available):

Organization Address (street # and name):

(City, Zip code): City, Zip Code

Start Date of Project: mm/dd/yyyy, End Date of Project: mm/dd/yyyy

Grant Amount Requested: \$ + Local Match\*: \$ = \$

Project Total: \$

Person with Grant Acceptance Authority:

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

\* Applicants receiving grants are required to provide a match of at least 25 percent of the total project cost. Grantee contributions may include dollars, in-kind goods and services, and/or third party contributions.

**This is page 1 of your proposal**

**Appendix B**  
**Grant Budget Form**



**Appendix C**  
**Draft Contract Boilerplate**

**(DRAFT)**  
**2015 COMMUNITY POLLUTION PREVENTION GRANT CONTRACT**  
 BETWEEN THE  
 DEPARTMENT OF ENVIRONMENTAL QUALITY  
 AND **GRANTEE NAME**

This Grant Contract ("Contract") is made between the Department of Environmental Quality, Office of Environmental Assistance ("State") and **Name of Grantee** ("Grantee").

The purpose of this Contract is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Community Pollution Prevention Fund, 1996, Public Act 384. Legislative appropriation of funds for grant assistance is set forth in Public Act 200 of 2012. This Contract is subject to the terms and conditions specified herein.

Project Name: _____	Project #: _____
Amount of grant: \$_____	100% of grant state / 0% of grant federal
Amount of match: \$_____ = _____%	PROJECT TOTAL: \$_____ (grant plus match)
Start Date: Date executed by DEQ	End Date: _____

**GRANTEE CONTACT:**

**STATE'S CONTACT:**

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Fax number

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Federal ID number

\_\_\_\_\_  
Grantee DUNS Number

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Division/Bureau/Office

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Fax number

\_\_\_\_\_  
E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Grant Contract on behalf of their agencies, and that the parties will fulfill the terms of this Contract, including the attached appendix, as set forth herein.

**FOR THE GRANTEE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

**FOR THE STATE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

## **I. PROJECT SCOPE**

This Contract and its appendices constitute the entire Contract between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A, and such activities as are authorized by the State under this Contract. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Contract.

(B) By acceptance of this Contract, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

## **II. CONTRACT PERIOD**

Upon signature by the State, the Contract shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Contract are not eligible for payment under this Contract.

## **III. CHANGES**

Any changes to this Contract shall be requested by the Grantee in writing, and approved in writing by the State. The State reserves the right to deny requests for changes to the Contract or to the appendices. No changes can be implemented without approval by the State.

## **IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS**

**The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Contract.**

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

<b>Reporting period</b>	<b>Due Date</b>
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	*October 1
October 1 – December 31	January 31

\*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expense must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with **the final project report and any other outstanding products within 30 days from the End Date of the Grant.**

(C) The Grantee must provide one electronic copy of all products and deliverables in accordance with Appendix A of this Contract.

(D) All products shall acknowledge that the project was supported in whole or in part by the Community Pollution Prevention Grant Program, Department of Environmental Quality, per the guidelines provided by the program.

## **V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Contract or any payment under the Contract, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

## **VI. USE OF MATERIAL**

Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the State funded all or a portion of its development.

The State retains an irrevocable license to reproduce, publish and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

## **VII. ASSIGNABILITY**

The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

## **VIII. SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be qualified to perform the duties required.

## **IX. NON-DISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101 et seq, the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101 et seq, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

## **X. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 Public Act 278, as amended, MCL 423.321 et seq.

## **XI. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Contract is the responsibility of the State and not the responsibility of the Grantee if the liability is caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this contract should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

## **XII. CONFLICT OF INTEREST**

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies or their families shall benefit financially from any part of this Contract.

## **XIII. ANTI-LOBBYING**

If all or a portion of this contract is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act which prohibits the use of all

project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this contract is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this contract for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

#### **XIV. DEBARMENT AND SUSPENSION**

By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45CFR1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

#### **XV. AUDIT AND ACCESS TO RECORDS**

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to the grant contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the State.

#### **XVI. INSURANCE**

(A) The Grantee must maintain insurance or self-assurance that will protect it from claims that may arise from the Grantee's actions under this Contract or from the actions of others for whom the Grantee may be held liable.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Contract.

## **XVII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims for reimbursement made to the State under this Contract must not be financed by any source other than the State under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

## **XVIII. COMPENSATION**

(A) A breakdown of costs allowed under this Contract is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Contract, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Contract are not allowed under the Contract.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Contract.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Contract may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.cpexpress.state.mi.us>).

(F) An amount equal to 10 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout and Appendix A of this Contract.

(G) The Grantee is committed to the match percentage on page 1 of the Contract, in accordance with Appendix A of this Contract. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Contract.

## **XIX. CLOSEOUT**

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A of this Contract.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Contract. Unless otherwise provided in this Contract or by State law, final payment under this Contract shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Contract.

## **XX. CANCELLATION**

This Contract may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

## **XXI. TERMINATION**

(A) This Contract may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Contract or any payment under this Contract.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract.
- d. During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs a through c, above.
- e. If the Grantee or any subcontractor, manufacturer or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Department of Labor & Economic Growth or its successor.

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

## **XXII. DISCLOSURE OF INFORMATION**

All reports and other printed or electronic material prepared by or for the Grantee under the Contract will not be distributed without the prior written consent of the State.