



Michigan Department Environmental Quality
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Request for Proposals

For the 2012 Michigan Community Pollution Prevention Grant Program

February 1, 2012
to
March 30, 2012

Rick Snyder, Governor



Dan Wyant, Director

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I Introduction

1. Grant Description

A total of \$250,000 in funding is available through the 2012 Michigan Community Pollution Prevention (P2) Grant Program for the development of ongoing household drug collection programs. These programs should include strategies and projects that promote environmental stewardship and awareness through the collection and incineration of unused household medications, including controlled and non-controlled substances within Michigan communities. The Michigan Department of Environmental Quality (DEQ) will provide grants to non-profit organizations, local and tribal governments, local health departments, municipalities, and regional planning agencies to fund drug collection programs. Grantees must fund at least 25 percent of the total project cost. The purpose of these grants is to increase public access to free, convenient, safe and environmentally optimal drug collection programs and to foster the development of successful models and approaches that can be implemented in other areas of the state. Proposals for projects of various scopes and costs are welcome. Total grant funds requested must be no larger than \$100,000 and the proposal must clearly indicate how the money will be spent.

Evidence of pharmaceutical waste has been detected in groundwater and drinking water in the Great Lakes region. The technologies and equipment required to remove these compounds from drinking and waste water are expensive and are currently not widely deployed by communities. Historically, unused medications were simply flushed down the toilet where they could enter the waters of the state via a septic field and discharges from the waste water treatment plant, or where they could leach into the groundwater from the sludge removed from waste water treatment plants or landfills. Prescription drug abuse is also one of the most common forms of drug abuse and it has been linked to the ready access of unused medications left in the home. Successful drug collection programs will prevent pharmaceutical waste from being released into and accumulating in the environment and reduce the incidence of abuse of prescription drugs.

2. Community P2 Grant Objectives

This RFP targets the following objectives:

- Develop and implement a household drug collection program that provides a free, convenient and simple method for the population of a geographically defined area of Michigan to regularly dispose of unused medications, both controlled and non-controlled substances, in an environmentally optimal manner.
- Based on 2010 American Community Survey 5 year estimate data, report the demographics of the service area. Also summarize conclusions of projected and actual program impact for the area served to identify demographic indicators that have an impact on the success or failure of the drug collection program. This will inform citizens regarding the implementation of future drug collection programs in different areas of the state.
- Collect metrics, minimally including collection dates, collection participant numbers, and collection volumes and weights for at least prescription and non-prescription drugs (over the counter) collected.
- Collect questionnaire data from a sample of the population residing in and adjacent to the area served.
- Increase the deployment of equipment needed for the collection of both controlled and non-controlled pharmaceuticals.

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 can be private for-profit or non-profit organizations.
- The collection program must accept both controlled and non controlled household drugs. Final disposal must occur at a licensed non-hazardous solid waste or hazardous waste incinerator authorized to dispose of household pharmaceuticals.
- 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 be no larger than \$100,000.
- The applicant must expend grant funding within one year or two years of the start date of the grant agreement, and complete all tasks within the term of the contract.
- The project must contain a critical evaluation and measurement component, including how “success” is defined and how it will be determined.
- The project must include an outreach component that educates community residents on:
 1. The importance of proper disposal of drugs in reducing the amount of drugs entering waters of the state.
 2. The household collection locations, hours of operation, and items accepted (aerosols, gels, ointments, vitamins, pills, prescription and over the counter liquid and solid medications, etc.).
 3. The “Dos and Don’ts” for drugs, which include the following:
 - Don’t flush or rinse household drugs down the drain as a means of convenient disposal.
 - Don’t think what you do has no impact
 - Do ask your physician for a shorter prescription or a sample prescription when you take a new medication on a trial basis.
 - Do purchase only the quantity of non-prescription drugs that you will use prior to the expiration date to minimize unused drugs.
 - Do take unused household drugs to a household hazardous waste collection or household drug drop off location. If a collection location is unavailable dispose of unwanted household medications in the trash after making them indistinguishable, inedible, and containing them in a double baggie or a non-recyclable container.
- 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

Each project must include the development and implementation of a household drug collection program providing sufficient detail to demonstrate it meets the requirements listed under section 3 above. The program should outline how your organization will implement some or all of the following practices below:

- Develop a drug collection program that will provide free and convenient household drug collection services to community residents. This plan shall include a method for collecting prescription and non-prescription (over the counter) drugs and shall provide for ultimate disposal of the collected drugs at a licensed non-hazardous solid waste or hazardous waste incinerator authorized to dispose of household pharmaceuticals.

- Identify the geographical area that the household drug collection program intends to serve in terms of 2010 census tracts. Spatially represent the service area and proposed collection points.
- Define “convenient” for the area and population covered by the proposal and describe how the program will be convenient for the people residing in the service area.
- Provide letters of support from key stakeholders whose cooperation is necessary to implement the household drug collection program (law enforcement, pharmacy staff, veterinarians, etc.).
- Describe a plan to collect metrics including but not limited to volume and mass of drugs collected over time per collection location(s) and a count of persons using the service. At least the weight of prescription and non-prescription (over-the counter) drugs should be collected and reported. This should also include spatial, temporal and descriptive data concerning the collection location(s).
- Define success in terms of quantitative measures. The plan should also include qualitative measures that may indicate success but a quantitative measure shall be identified, defined and used to determine ultimate success. The plan must also describe the data required to arrive at this quantitative measure of success, the source of this data, the collection instrument, the method for analyzing the data and the type and quality of this data.
- Create a questionnaire to be given to people dropping off unused drugs and distributed to a sample of the population in the service area and adjacent areas to assess program effectiveness and participation. Define the sample size this questionnaire will be distributed to and method of distribution (email, phone call, mailing, public meeting, send home from school with children, etc.) and the duration during which the survey will be completed. The questionnaire should minimally measure awareness of the household drug collection program, participation rate, approximate volume or mass the respondent deposited at the drop off, whether it was a prescription, non-prescription (over the counter) drugs offered, number of visits and distance traveled to the collection site. It should also measure participants’ awareness of environmental impacts of pharmaceuticals, preferences for paying for additional drinking or waste water treatment (at the residence and/or centrally via municipal operation(s)), the respondent’s willingness to pay for a household drug collection program, whether the respondent has taken unused medication to other household drug collection locations, whether the respondent recycles glass, paper and/or metal; and whether respondent participates in other household hazardous waste collections. The questionnaire should also attempt measure the same demographic indicators used to initially describe the population served and collect spatial data concerning the residence of the respondent. Participation rates in the questionnaire should also be recorded.
- All data collected shall be tabulated and delivered electronically in raw form to the DEQ and compiled in a case study assessing the program.

5. Eligible Grant Activities

The following activities are eligible under the Community P2 Grant Program:

- Grant funds can be used to fund employee salaries or employ graduate students to work on household drug collection programs.
- Grant funds can be used to hire consultants to develop and establish a community household drug collection programs.
- Grant funds can be used to support local household drug collection programs.
- Grant funds can be used by grantees to join organizations and programs that help in the development of household drug collection programs.
- Grant funds can be used to aid in the implementation of household drug collection initiatives.

- Grant funds can be used to develop training programs and education and outreach materials.
- Grant funds can be used to purchase the necessary equipment to implement a drug collection program.

6. Online Resources

Provided below are Web sites that provide useful information and resources to aid in the development of a drug collection program. Please feel free to investigate and research other Web sites and information to help in the planning process.

<http://factfinder2.census.gov/faces/nav/jsf/pages/index.xhtml>

<http://www.cdphe.state.co.us/hs/pubs/meddisposal4.pdf>

<http://www.whitehouse.gov/ondcp>

http://www.michigan.gov/deq/0,1607,7-135-3312_4118-70304--,00.html

http://www.michigan.gov/documents/deq/deq-ess-cau-RXbrochure_279298_7.pdf

http://www.michigan.gov/documents/deq/deq-ess-p2tas-facilitydrugdisposal_228964_7.pdf

7. Selection Criteria for the 2012 Michigan Community P2 Grant Program

The projects will be selected based upon compliance with the items listed below:

- The project goals must be clear, realistic, and must protect or improve the environmental quality of Michigan.
- Success has been quantitatively defined and there is an overall likelihood of the project succeeding.
- The activities are appropriate to achieving the project goals.
- The applicant has the technical ability and capacity to complete the project.
- All subcontractors have the technical ability and capacity to complete the project.
- The grant proposal is determined to be adequate and complete.
- The proposal information is presented in a clear, logical manner, and is well organized.
- The applicant has the ability to meet the grant match requirement.
- 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 budget information is correct.
- The applicant has the ability to enter into a contract with the DEQ.
- The applicant has the ability to manage the project from start to finish.
- The applicant demonstrates experience and depth of staff, and has the qualifications necessary to undertake this project.
- The proposed solution meets the needs and criteria set forth in the RFP.
- The applicant has demonstrated an ability of collaborate and partner with other groups and organizations as deemed appropriate specifically including local law enforcement.
- The applicant demonstrates the ability to perform research and analysis, outreach, and build collaborative networks.

- Regional coverage of the proposal, i.e., number of communities involved in the partnership.
- Number and qualifications of partners to sustain collections beyond the grant award.
- Number of households in the service area.
- Site plan for collection activities that considers traffic flow, safety of operation, safe handling, storage, and disposal/recycling of materials.
- Promotional component for the collections.
- Educational programs, i.e., building awareness of household drugs and preferred disposal options.
- Environmental protection aspects and other benefits to the community provided by the proposal.
- Proposal contains adequate safety and environmental protection components.

The proposal must contain a critical evaluation and measurement component, including how “success” is defined and how it will be determined.

8. Funding Sources

The Michigan Community P2 Grant Program is authorized under Public Act (PA) 384 of 1996, which establishes the Cleanup and Redevelopment Trust Fund with interest earned on unclaimed beverage container deposits. The PA designates a portion of these deposits for a community P2 fund, and from this fund the DEQ has a \$250,000 appropriation to award grants for community P2.

9. Funding Availability

A total of \$250,000 in funding is available for this grant program. 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. Indirect costs may be calculated by using your agencies indirect rate, up to 20 percent of staff salary and fringes (see section IV.7 for indirect cost definition). 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. See section I.17 for the application submittal deadline.

10. Contact

This grant is being issued by the DEQ, Office of Environmental Assistance (OEA), P2 Unit. For further information on this grant call the DEQ Environmental Assistance Center at 1-800-662-9278.

11. 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.

12. Ineligible Activities

These grant funds may not be used to:

- Maintain existing projects currently funded with Community Pollution Prevention 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.

13. 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.

14. Non-Duplicative Programs

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

15. 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. The draft contract boilerplate is attached to this RFP as Appendix D.

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

16. Confidentiality

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

17. Proposal Deadline

Proposals must be received by the DEQ, Office of Environmental Assistance (OEA), P2 Unit no later than 4:00 p.m. on March 30, 2012, at the address listed below. On or before this date/time, one original version of the Community P2 Grant Program proposal must be submitted in hardcopy, preferably on recycled content paper and a second scanned version of this document must be submitted electronically in PDF format to DEQ-OEA-Grants@michigan.gov with “2012 Pharmaceutical Collection” in the subject line. Hardcopy proposals may be submitted by U.S. Postal Service, commercial delivery service or hand delivery. Proposals sent by facsimile machine will not be accepted.

18. Judging Applications

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

Grant Application should be sent to: Mr. Chad Rogers
P2 Unit

U.S. Postal Service to:

Michigan Department of Environmental Quality
Office of Environmental Assistance
P.O. Box 30457
Lansing, Michigan 48909-7957

Hand Deliver, Commercial Carrier or Overnight Mail to:

Michigan Department of Environmental Quality
Office of Environmental Assistance
525 West Allegan, CH-1N
Lansing, Michigan 48933

II Grant Proposal Cover Sheet Instructions

1. 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 on [page 13](#) to make sure you have a complete proposal.

2. Instructions for Grant Proposal Cover Sheet

The [Grant Proposal Cover Sheet](#) (Form EQP 3496, Appendix B) is to be filled out by the applicant. The form is the first page (page 1) of the entire proposal package. Other portions of the proposal will be developed by the applicant and attached to the 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 Project Total should equal the Grant Amount Requested + the Local Match (local match must be at least 25 percent of the total grant amount).

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 DEQ Grant Proposal Cover Sheet, as indicated.

III Instructions for 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 DEQ 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. Please also include a statement that identifies the specific pollutant(s) your project may be targeting and an estimate of your proposed waste reductions.

ii Project Goals and Objectives

- Describe the project's waste reduction goals (what you hope to achieve) and objectives, including specific waste streams or pollutants that will be reduced or behavioral changes leading to increased P2 to be implemented.
- 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.)
- Describe how the project will result in both immediate and long-term benefits to the environment and/or natural resources. Include a discussion on the likelihood of program success. Describe how the proposed activities are consistent with the RFP objectives, including the definitions of P2 and community.

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. Describe any training requested.

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.
- Describe any P2 activities or initiatives that will continue after the project is completed.
- Indicate the length of time your organization (or another by attached letter) is committed to maintaining any physical improvements funded by this grant, or which you intend to count as match.

vi Evaluation

- Describe how an evaluation of the project will be done, including how success will be defined and measured. Describe how you will measure and track the waste reductions and/or behavioral changes resulting in increased P2 activity from this project.
- 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.
- Describe the active involvement of partners in evaluating the program.

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 the two-page Grant Proposal Budget Form (Appendix C) using the directions below:

- **Make sure your totals are calculated correctly!**
- The Grand Total Grant Funds Requested + Grand Total Local Match = Project Total. 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, OEA Project Administrator knows who or what will be charged. For example, under Staffing Cost, each employee of the grant recipient charging time to the grant or counting time as match should be listed by name and title, followed by the projected number of hours they will be working on the project, and their hourly rate.
- Provide the same level of detail for all other budget categories, whether it is to be charged against the grant or counted as match.

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 Proposal 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 Appendix A 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 Proposal Budget Form Instructions

Please see the [Grant Proposal Budget Form](#) (Appendix C) when completing the information below (numbering and lettering listed below corresponds to numbering and lettering on the Budget Form).

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.

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 five-year commitment with the DEQ to continue operation of the equipment for community P2 for five years after the ending date of the grant agreement.
- Itemize equipment on the 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 (\$.51 per mile is the highest allowable rate.)
- Under "Other" on the 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.

8. Totals

Add the subtotals for each budget category.

Note: The totals at the bottom of the 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 Appendix A 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 \$25,000 = \$125,000)

V Instructions for 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 Proposal

Number all pages of your proposal. Submit one original hardcopy that includes all portions of your proposal and a scanned PDF of that original to DEQ-OEA-Grants@michigan.gov with "2012 Pharmaceutical Collection" in the subject line. The hard copy is considered your official application. Proposals may be submitted by U.S. Postal Service, commercial delivery service or hand delivery. Proposals sent by facsimile machine will not be accepted.

The entire proposal package should not be more than 12 pages, plus specified attachments:

- _____ One-page Grant Proposal Cover Sheet
- _____ Maximum four-page Project Description
- _____ Maximum three-page Work Plan
- _____ One or two-page Timetable
- _____ Two-page Grant Proposal 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.

Attention: Mr. Chad Rogers
P2 Unit

Hand Deliver, Commercial Carrier or U.S. postal Service to:
Michigan Department of Environmental Quality
Office of Environmental Assistance
P.O. Box 30457
Lansing, Michigan 48909-7957

Overnight Mail to:
Michigan Department of Environmental Quality
Office of Environmental Assistance
525 West Allegan, CH-1N
Lansing, Michigan 48933

Appendix A

Terms and Conditions of Grant Award

Responsibilities of Grant Recipients

- Successful applicants will be required to enter into a project contract with the DEQ within 60 days of the grant award.
- Grant recipients will be required to carry out all obligations contained in the project contract with the DEQ. A project contract consists of standard “boilerplate” language (Appendix D) the applicant’s work plan, timetable, and budget information.
- 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 Project Manager and the Grant Manager are required to attend a grant administration meeting to discuss contract and reporting requirements.

Subcontracts

- The grant recipient will be required to secure professionally qualified personnel and/or subcontractors necessary to perform the duties of the project contract. The state reserves the right to approve all subcontractors for the project and to require the grant recipient to replace subcontractors found to be unacceptable.
- The grant recipient will be required to assume responsibility for all contractual activities included in their work plan, whether or not they perform them. Further, the state will consider the grant recipient the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the project contract. The grant recipient is totally responsible for adherence by the subcontractor to all provisions of the project contract.
- Any substitutions or additions to the subcontractors will be subject to the prior written approval of the state.

Audit Requirements

The State reserves the right to conduct a programmatic and financial audit of the project. 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 for a minimum of five years after the final payment has been issued to the Grantee by the State. Audits may include but are not limited to a review of travel logs, meeting sign-in sheets, timesheets and verification of actual salary and fringe rates.

Reporting

All grant recipients must submit Quarterly Status Reports to the DEQ following each quarter of the grant period. A quarterly status report consists of: 1) a Narrative Status Report detailing the status of each task; 2) a Financial Status Report documenting expenditures for that quarter; and 3) documentation supporting expenditures for the quarter (copies of invoices and proof of payment such as copies of checks). Since these grants are on a cost reimbursement basis, grantees must show that expenses were incurred and paid prior to being reimbursed by the DEQ. Any products developed during the quarter are to be submitted with the Quarterly Status Report. Copies of all products and Quarterly Status Reports shall be submitted to and approved by the DEQ before

payment will be made. Grantees shall submit one original Quarterly Status Report, plus one copy, to the grant administrator at the address listed in the grant contract

The DEQ reserves the right to request annual progress reports of any grant recipient.

Final project reports are approved by the DEQ before final grant payment will be made. Final reports should detail what was attempted in the project, what worked, what did not, and any lessons learned. Final reports should also include final copies of all grant "products." In keeping with P2 principles, it is preferred that reports are submitted on recycled content paper and printed on both sides. Draft final reports are due to the DEQ 45 days prior to the grant contract end date.

Incurring Costs

The state of Michigan is not liable for any cost incurred by the grant recipient or any subcontractor prior to the signing of a project contract. Liability of the state is limited solely to the terms and conditions of this request and any resulting grant. The state fiscal year is October 1 through September 30. Grants awarded in any given fiscal year are contingent upon enactment of both federal and state legislative appropriations.

Conflict of Interest

No member of the legislature, judicial, or executive branch of state government, or any local unit of government shall benefit from this agreement. No member or delegate to congress, or resident of commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise there from.

Cancellation

The state of Michigan may immediately cancel an Agreement without further liability if the Grantee, any agent of the Grantee, or any agent of any sub-agreement is: convicted of a criminal offense incident to the application for, or performance of a state, public, private contract, or subcontract; 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, attempting to influence a public employee to breach the ethical conduct standards for state of Michigan employee; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the state, reflects on the Grantee's business integrity.

Appendix B

Michigan Department of Environmental Quality

Grant Proposal Cover Sheet

(Authorized by 1996 PA 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 C

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF ENVIRONMENTAL ASSISTANCE

PROJECT BUDGET FORM
(Authorized by 1994 P.A. 451)

Applicant Name:					
Project Name:					
Tracking Code Number:					
STAFFING					
NAME & TITLE	HOURS	RATE	GRANT AMOUNT	LOCAL MATCH AMOUNT	TOTAL
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
STAFFING Subtotal			\$ -	\$ -	\$ -
FRINGE BENEFITS (not to exceed 40%)					
NAME & TITLE	RATE				
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
FRINGE BENEFITS Subtotal			\$ -	\$ -	\$ -
STAFFING AND FRINGE BENEFITS Subtotal			\$ -	\$ -	\$ -
CONTRACTUAL SERVICES					
NAME	HOURS or UNITS	RATE or TOTAL			
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
CONTRACTUAL SERVICES Subtotal			\$ -	\$ -	\$ -
SUPPLIES, MATERIALS AND EQUIPMENT					
SUPPLIES & MATERIALS (itemize)	QUANTITY	COST			
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
SUPPLIES AND MATERIALS Subtotal			\$ -	\$ -	\$ -
EQUIPMENT (any item over \$1000)					
		\$ -		\$ -	\$ -
		\$ -		\$ -	\$ -
EQUIPMENT Subtotal				\$ -	\$ -
SUPPLIES, MATERIALS AND EQUIPMENT Subtotal			\$ -	\$ -	\$ -

Appendix D

2012 COMMUNITY POLLUTION PREVENTION GRANT CONTRACT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
AND **GRANTEE NAME**

This Grant Contract ("Contract") is made between the Michigan 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 189 of 2010. 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

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

Date

Name/Title

FOR THE STATE:

Signature

Date

Name/Title

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:

Reporting period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
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 must provide a draft final report 45 days prior to the end date of the contract. 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 3 copies of all products and deliverables in accordance with Appendix A

(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 PA 453, as amended, MCL 37.2101 et seq, the Persons with Disabilities Civil Rights Act, 1976 PA 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 PA 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.

(G) The Grantee is committed to the match percentage on page 1 of the Contract, in accordance with Appendix A. 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.

(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.

DRAFT