



Michigan Department Environmental Quality
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Request for Proposals

For the Michigan Green Labs Initiative Grant Program

July 21, 2014
to
September 5, 2014

Rick Snyder, Governor
♦
Dan Wyant, Director

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I Introduction

1. Grant Description

Grant funding is available through the Michigan Green Labs Initiative Grant Program for the piloting and development of institutional programs and projects that will improve the environmental performance of laboratories. This is a project of the Michigan Green Labs Initiative, and the purpose of this grant opportunity is to spur the development and implementation of successful models and approaches. The Michigan Green Labs Initiative (MGLI) is a project of the Michigan Department of Environmental Quality and is supported by a U.S. EPA grant.

These programs should include strategies and projects that promote environmental stewardship and continuous improvement within your organization's lab community. Proposals for projects of various scopes and costs are welcome.

The Michigan Department of Environmental Quality (DEQ) will provide grants to universities, non-profit organizations, or other institutions to fund programs and projects. Grantees must fund at least 50 percent of the total project cost. Total grant funds requested must be no more than \$10,000 and the proposal must clearly indicate how the money will be spent and sources of match. We anticipate awarding two to four grants in the \$5,000 to \$10,000 range.

MGLI has developed open resources and partnered with institutions in Michigan to implement green laboratory practices. See the information in the Green Labs Coordinator Packet to find out how to sign up and get started.

2. Michigan Green Labs Initiative Grant Objectives

This Request for Proposals (RFP) targets the following objectives:

- Develop and implement a pilot green or sustainable laboratory program that provides a method for evaluating and incorporating environmental best practices and innovative solutions. Use Michigan Green Labs Initiative materials. Provide feedback on further development of this open resource.
- Identify factors that have an impact on the success or failure of the project or program. This will help to inform other institutions regarding the implementation of future programs.
- Collect metrics, including participation numbers and environmental outcomes achieved or estimated. Environmental outcomes are desired in the following categories:
 - Water Conservation; e.g. gallons of water conserved.
 - Energy Conservation; e.g. kwh or metrics tons of carbon dioxide equivalents reduced.
 - Greener Chemicals; e.g. pounds of hazardous substance inputs reduced.
 - Reuse/Recycle; e.g. pounds of solid and hazardous waste.
- Achieve broad participation from students, staff, and faculty.
- Increase the deployment of techniques and equipment for reduction, reuse, and recycling of hazardous substances and other wastes.
- Serve as a resource for other organizations interested in implementing a green laboratory program.

3. Grant Proposal Requirements

All proposals must meet all of the following requirements:

- Eligible applicants include non-profit organizations, local governments, and tribal governments. However, subcontractors can be private for-profit or non-profit organizations.

- The grant project must pilot green laboratory methods with a goal of achieving measurable environmental results. Estimated or achieved environmental outcomes must be reported.
- Organizations receiving grants are required to provide a match of at least 50 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 \$10,000.
- The applicant must expend grant funding within nine (9) months of the start date of the grant agreement, and complete all tasks within the term of the contract.
- The project must contain an evaluation and measurement component, including how success is defined and how it will be determined.
- 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 piloting of a green laboratory program providing sufficient detail to demonstrate it meets the objectives listed under Section 2 above. The program should outline how your organization will implement some or all of the following practices below:

- Develop a green labs program or project that will improve the environmental performance of laboratories, including hazardous and solid waste reduction, green chemistry approaches, energy and water conservation, and other environmental performance aspects. Describe the program or project you will develop, and explain how you will use MGLI resources and if you will join the MGLI.
- Include a plan to gather, estimate, and record specific environmental results to be achieved by the grant project. Include a brief method for this data collection. Describe a plan to collect metrics; see MGLI materials for ideas and examples.
- Identify the organization/institution that the program or project will serve and the number of labs that will be piloted in a program or affected by the project.
- Provide letters of support from key stakeholders whose cooperation is necessary to implement the program, internal or external to your organization.
- 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.
- The project must include an outreach component that educates an internal and external audience on:
 1. The aspects of the green labs program or project.
 2. Results achieved and transferable elements identified.
- All data collected shall be tabulated and delivered electronically to the DEQ and compiled in a brief case study assessing the program.

5. Eligible Grant Activities

The following activities are eligible under the Michigan Green Lab Initiative Program; this list may not be exhaustive:

- Grant funds can be used to fund employee salaries or employ students to work on a green laboratory project or program.

- Grant funds can be used to aid in the implementation of a green laboratory project or program.
- Grant funds can be used to develop education and outreach materials.
- Grant funds can be used to purchase the necessary equipment to implement a project or program.

6. Online Resources

Provided below are web sites that provide useful information and resources to aid in the development of green laboratory program. Please feel free to investigate and research other web sites and information to help in the planning process.

Michigan Green Labs Initiative

<https://migreenchemistry.org/education/green-labs/>

University of Michigan Sustainable Labs Certification Program

<http://www.ocs.umich.edu/labs.html>

7. Selection Criteria for the 2014 Michigan Green Labs Initiative Grant Program

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

- Preference will be given to innovative projects or programs with a clear focus on green laboratory practices.
- The project goals must be clear, realistic, and must seek to protect and improve the environmental quality of Michigan.
- The proposal creates a sustainable project or program beyond the term of the grant.
- The proposal must present a clear link to the grant objectives outlined in section 2.
- The proposal must present a clear link to the Proposal Project Requirements outlined in section 4.
- Success has been quantitatively defined.
- The proposal contains a clear, concise, and well developed project narrative, work-plan, timeline, budget and overall project or program.
- The proposal demonstrates that the applicant has the technical ability, experience, and qualifications necessary to undertake a project.
- The time frame for completion of the project is realistic.
- The project or program is cost-effective/efficient.
- The applicant has demonstrated an ability to collaborate and partner with other groups and organizations as deemed appropriate, particularly the Michigan Green Labs Initiative.
- The project or program promotes awareness of the environmental issues and opportunities of laboratory operations and identifies the environmental benefits provided by the proposal.

8. Funding Sources

The Michigan Green Labs Initiative Grant Program is funded by a U.S. Environmental Protection Agency Pollution Prevention Grant.

9. Funding Availability

Organizations receiving grants are required to provide a match of at least 50 percent of the total project cost. The match requirement of at least 50 percent is a requirement of the use of the federal grant funds. 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 \$10,000. Project contracts can run for up to nine months between October 1, 2014 and August 1, 2015 and will be on a cost-reimbursement basis.

10. Contact

This grant is being issued by the DEQ, Office of Environmental Assistance (OEA), Pollution Prevention 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, including universities, and local and tribal governments. 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:

- 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 Michigan Green Labs Initiative 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, OEA, P2 Unit, no later than September 5, 2014 at the address listed below. On or before this date/time, one original version and two copies of the Michigan Green Labs Initiative Grant Program proposal must be submitted in hardcopy, preferably on recycled content paper. The proposal must also contain a digital version of the application in .pdf format. Proposals sent by facsimile will not be accepted. If you choose to mail your proposal it is advised that you send it with delivery confirmation.

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. Chris Affeldt
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-1S
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 in Section VI 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 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 nine months or until August 1, 2015.

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 50 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 three 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 environmental priorities your project may be targeting and an estimate of your proposed waste reductions.

ii Project Goals and Objectives

- Describe the project's goals (what you hope to achieve) and objectives, including specific environmental reductions (solid waste, hazardous waste, water, energy use, etc.) or behavioral changes leading to increased green labs practices and participation.
- 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 goals of the Michigan Green Labs Initiative.

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 green lab 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 and environmental reductions and/or behavioral changes resulting in increased green labs practices 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 two 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 one page

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

- 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, OEA Project 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.
- The budget form will also be made available on the grant Web site.

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 50 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.
- 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 (\$.55 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.

- 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 50 percent of the Total Project Cost. Grantee contributions may include dollars, in-kind goods and services, and/or third party contributions. Grant projects should not total more than \$10,000.

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 "Michigan Green Labs Initiative Grant Proposal" 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 8 pages, plus specified attachments:

- _____ One-page Grant Proposal Cover Sheet
- _____ Maximum three-page Project Description
- _____ Maximum two-page Work Plan
- _____ One-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. Chris Affeldt
P2 Unit

**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

Hand Deliver or 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 50 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

Appendix D



MICHIGAN GREEN LABS INITIATIVE PROGRAM 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, (DEQ), **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. Legislative appropriation of Funds for grant assistance is set forth in 2013 and Public Act 59. This Contract is subject to the terms and conditions specified herein.

Project Name: _____ Project #: _____
 Amount of grant: \$ _____ 0% of grant state \$0 / 100% 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 Contract on behalf of their agencies and that the parties will fulfill the terms of this Contract, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

 Signature

 Name/Title

 Date

FOR THE STATE:

 Signature
 Richard Alexander, Acting Chief, Office of Environmental Assistance

 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 or the State in writing and implemented only upon approval 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 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 expenses 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 Contract.

(C) The Grantee must provide 2 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 U.S. Environmental Protection Agency Michigan Green Labs Initiative Program, in partnership with the DEQ, per the guidelines provided by the program.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable 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 applicable taxes and fees, if any, that arise from the Grantee's receipt or execution 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 submitted to the State under this Contract. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, 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, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data 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.

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, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) 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.

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 45 CFR 1185; 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 this 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-insurance that will protect it from claims that may arise from the Grantee's actions under this Contract.

(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 1 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 (ten) 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 may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Contract up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

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. 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 Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(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 that, 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. IRAN SANCTIONS ACT

By signing this Contract the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. 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 except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

Federal Funding Requirements

A maximum of \$_____ or 100% of total disbursements, is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is Pollution Prevention Incentives State Program and the CFDA number is 66.708. The federal grant number is 00E01055, and this grant is funded with Federal funds from the Environmental Protection Agency. By accepting this contract, the grantee agrees to comply with the requirements of the Pollution Prevention Act of 1990: Sec 6605 and the requirements found in the 40 CFR Part 31. These regulations include, but are not limited to the following:

(A) Grantees expending \$500,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with OMB Circular A-133, Revised June 24, 1997, "Audits of State, Local Governments, & Non-Profit Organizations. This audit must be performed and copies provided to the appropriate agencies within nine months from the end of the grantee's fiscal year. The Grantee must submit a copy of the Audit Report to the Michigan Department of Education at the following address:

Michigan Department of Environmental Quality
Administration Division-Federal Aid Section
525 W. Allegan Street
Constitution Hall 6th Floor South Tower
Lansing, MI 48909

Or, the grantee may also submit the single audit report electronically to the Michigan Department of Treasury Web site (http://www.michigan.gov/treasury/0,1607,7-121-1751_31038---,00.html.)

It is the responsibility of the Grantee to report the expenditures related to this grant on the Grantee's annual Schedule of Expenditures of Federal Awards.

(B) The Grantee agrees to fulfill conditions that the Federal Government has imposed on the State as a condition of Federal funding as indicated herein and in all appendices.

(C) The Grantee will comply with the Hatch Political Activity Act, as amended, 5 USC §§ 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title (6) of the Civil Service Reform Act, 42 USC § 4728, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.

Consultant Cap

Payment to consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2014, the limit is \$604.23 per day and \$75.53 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices.)

Sub agreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provided the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

Drug-Free Workplace Certification for all EPA Recipients

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200-36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provision set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at:

http://ecfr.gpoaccess.gov/cj/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title40/40cfr36_main_02.tpl

Hotel-Motel Fire Safety

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

Recycled Paper

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January, 24, 2007,) the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of the agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms which are printed on recycled paper and are available through the General Services Administration.

Procurement of Recycled Products

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

Subawards

(A) The recipient agrees to:

- (1) Establish all subaward agreements in writing;
- (2) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
- (3) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (4) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- (5) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- (6) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- (7) Obtain approval from EOA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

(B) Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf> Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section (a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

(C) The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

Disadvantage Business Enterprise Rule (DBE)

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

MBE/WBE Requirements

The following requirements apply if the federal funds are used for expenditures for contracted services:

In accordance with the USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance programs, contained in 40 CFR, Part 33, Subpart C, the Grantee agrees to:

- (A) Accept the applicable "fair share" goals negotiated with USEPA by the Michigan Department of Environmental Quality as follows:
MBE 2% WBE 6%

Pursuant to 40 CFR, Section 33.301, the recipient agrees to the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement, and to ensure that sub-recipients, loan recipients and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (A) Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (B) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, whether the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes whenever possible, positing solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (C) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (D) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (E) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.
- (F) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. The reports must be submitted annually to the Project Manager for the period ending September 30. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. EPA Form 5700-52A may be obtained from the program manager or on the Internet at www.epa.gov/ogd/forms/forms.htm.

The recipient agrees to comply with the contract administrations provisions of 40 CRF, Section 33.302, which establishes that a prime contractor must pay its subcontractor by 30 days after the grant recipient has made payment.

Trafficking. Grantees, contractors, and subcontractors may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of the grant or subcontracts.

Food and Refreshments. The Grantee agrees to obtain prior approval from the DEQ project administrator for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The Grantee must send requests for approval to the DEQ project administrator and include:

- (A) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (B) A description of the purpose, agenda, location, length and timing for the event;
- (C) An estimated number of participants in the event and a description of their roles.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11)

**PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A
(future workplan)**