

FISCAL YEAR 2019

**RECYCLING INFRASTRUCTURE GRANT PROGRAM
REQUEST FOR PROPOSALS**



**Rick Snyder, Governor
C. Heidi Grether, Director**

**Waste Management and Radiological Protection Division
Michigan Department of Environmental Quality**

DEQ Internet Website Address: <http://www.michigan.gov/mirecycles>

Application Deadline: March 1, 2019



**Michigan Department of Environmental Quality
Waste Management and Radiological Protection Division**

RECYCLING INFRASTRUCTURE GRANT PROGRAM

CONTENTS	Page
Introduction	3
Eligibility Criteria	4-5
Application Process and Evaluation Criteria	5-10
Required Application Components	5-7
Evaluation Criteria	7
Application Submission Information	7-8
Grant Agreement Requirements for Approved Applicants	8-9
Application Cover Sheet	10
Application Budget Forms	11-12
Recycling Specialist Contact Information Map	13
Draft Grant Agreement Boilerplate	14-27

The Michigan Department of Environmental Quality shall not discriminate against any individual or group on the basis of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. Questions or concerns should be directed to the DEQ, Office of Human Resources, P.O. Box 30473, Lansing, Michigan 48909.

Michigan Department of Environmental Quality
Waste Management and Radiological Protection Division
Fiscal Year 2019
RECYCLING INFRASTRUCTURE GRANT PROGRAM

INTRODUCTION

The Recycling Infrastructure Grant (Grant) is part of the Michigan Department of Environmental Quality's (DEQ) Fiscal Year 2019 Sustainability Grants, which also includes Scrap Tire Grants. These grants will support the State of Michigan's goals to return Michigan to a leadership position in recycling.

Too often, the lack of recycling infrastructure prevents the movement of valuable recyclable materials from households into new products manufactured in Michigan. Ensuring that sufficient recycling infrastructure exists is a proven method for increasing recycling. Along with technical assistance, education and outreach, and market development, this Grant is an important part of implementing Governor Rick Snyder's Recycling Initiative.

Through the 2019 Recycling Infrastructure Grant Program, the DEQ will provide grants to cities, villages, townships, charter townships, counties, tribal governments, municipal solid waste authorities, resource recovery authorities, non-profit organizations, public school districts, local health departments, colleges/universities, and regional planning agencies located in Michigan to fund recycling infrastructure projects. Potential infrastructure projects include, *but are not limited to*, the transition from bins to carts, public space recycling containers, creation or improvement of public drop-off recycling, improving existing infrastructure, school recycling projects, multi-family recycling projects, food waste projects, and electronic waste projects. Household hazardous waste projects and one-day collection events are not eligible for this grant.

The Recycling Infrastructure Grant has a total of up to \$500,000 available for grants in fiscal year 2019. There are no requirements regarding minimum amount of funding that can be requested. The maximum amount of funding that can be requested is \$100,000. Grantees are required to provide local matching funds at least equal to 25 percent of the total grant budget. Local match funding may be greater than 25 percent of the total grant budget (see the Budget Form for examples.) Grantees may be offered partial funding. Grants will be paid through a reimbursement process.

The DEQ is now accepting applications. Application for funds shall be made on forms provided by the DEQ. An application form is included in this application package for your use.

Submission of a complete application does not guarantee that the applicant will receive a Grant.

ELIGIBILITY CRITERIA

Applicants must meet the following:

- Eligible applicants are non-profit organizations, tribal governments, public school districts, local health departments, regional planning agencies, cities, villages, townships, charter townships, counties, municipal solid waste authorities, and resource recovery authorities located in Michigan. Funding or program partners may be for-profit organizations, but such entities are not eligible to receive grants.
- Eligible applicants receiving grants are required to provide local matching funds at least equal to 25 percent of the total grant budget. The local match amount may be greater than 25 percent of the total grant budget (see Grant Application Budget Form for examples). In some cases, there will be ineligible costs that are required to implement the project. These costs must be listed separately as described in the budget section of the application.
- All grant **AND** local matching funding may only be used for eligible items. Staff time, indirect costs and in-kind services are not eligible for a grant or local match funding. Grantee matching contributions may only be in dollars. Local match funding contributions can come from private, non-profit, foundation, municipal or other partners. Potential local match funding sources may include other grants, bond monies, loans, cash, public partnerships, public/private partnerships, etc.
- The following budget items are eligible under the Recycling Infrastructure Grant Program. This list is not exhaustive.
 - Collection and/or processing equipment such as trucks, containers (i.e., residential, food waste, electronic waste, public space, public drop-off sites), bins, balers, grinders, conveyors, etc.
 - New or improved structure costs such as new buildings or building improvements, new site development or improvements such as a concrete slab or paving, excluding the purchase of real property.
- The following budget items are ineligible under the Recycling Infrastructure Grant Program. This list is not exhaustive.
 - Registrations, licenses or permits, fees, taxes, insurance, training costs, office equipment (including computers), indirect or overhead expenses, grant administration, staff expenses, household hazardous waste projects, one-day collection events, etc.
- All grant applicants must follow electronic submission and vendor registration requirements as requested by the program.
- All applications must include an independent auditor's report from an independent certified public accountant documenting that the fiduciary applicant has undergone a comprehensive financial audit within the last 24 months. The independent auditor's report must include the dates and scope of the financial audit.

- All grant applicants must register and enter program information with [RecycleSearch](#) (as applicable), by the application deadline. Recyclesearch is the Michigan Recycling Directory sponsored by the DEQ.
- The applicant must submit a complete application by March 1, 2019, as described below in the section titled “Required Application Components.”

APPLICATION PROCESS AND EVALUATION CRITERIA

Required Application Components:

To be considered complete, an application must include all the components listed below, **and the “Applicant Signatory” on the application cover sheet MUST be signed.** Incomplete responses may result in a determination that the application is incomplete and, therefore, not eligible for funding.

- **Application cover sheet, including applicant signature.**

Complete the application cover sheet form. The cover sheet will become page 1 of the application. Please number all pages consecutively.

- **Project Description:**

In no more than six pages, please provide the following information in the order it is listed below. Number the pages and attach them to the application cover sheet, which is page 1 of the application.

1. Clear and realistic project goals and objectives, including a description of how the proposed project’s goals will increase recycling in the State of Michigan.

2. Description of current recycling program, including (if applicable):

- Collection method (curbside, drop-off, all materials collected in the same container (single stream), separate containers for different materials [dual stream], source separated, etc.).
- Volume of containers (in gallons or cubic yards).
- Collection frequency (weekly, bi-weekly, drop-off, operating hours, etc.).
- List of recyclable or organic materials collected.
- Volume or tonnage of recycling currently collected each year (in tons or cubic yards).
 - ◆ Provide explanation of calculation method or data source.
- Geographical area served, including population and/or number of households/units served, if known.
- Name and location of recycling processor, broker and/or end market, if known.
- Description of current education and outreach program.
- Description of existing community support and/or partners in the program.
- Description of existing operational funding sources such as user fees, millage, special assessments, or general funds, etc.

3. Description of the planned recycling program, including the information listed below, if applicable. If the information will remain the same as described in the previous section, indicate "same as above".
 - Description of the infrastructure item(s) to be purchased by the grant and how they will be used to either enhance an existing recycling program or start a new program.
 - If the infrastructure item(s) are to be owned by someone other than the applicant, please describe the owner relationship.
 - Collection method (curbside, drop-off, all materials collected in the same container [single stream], separate containers for different materials [dual stream], source separated, etc.).
 - Volume of containers (in gallons or cubic yards).
 - Collection frequency (weekly, bi-weekly, drop-off, operating hours, etc.).
 - List of recyclable or organic materials to be collected.
 - Name and location of recycling processor, broker and/or end market, if known.
 - Description of projected increase based on the grant-funded project, as applicable. Provide explanation of calculation method or data source.
 - ◆ Increase in recycling processing capacity volume or tonnage (in tons or cubic yards).
 - ◆ Increase in collection capacity volume or tonnage (in tons or cubic yards).
 - ◆ Increase in access or participation.
 - ◆ Increase in population and/or number of households/units served.
 - ◆ Increase in geographical area to be served.
 - Proposed qualitative and quantitative methods to measure and/or track increase, participation, and relevant metrics:
 - ◆ Include proposed frequency of monitoring/measurement.
 - ◆ Description of education and outreach associated with the grant project, if applicable. Grant applicants are encouraged to use the [Recycle, MI™](#) logo on education and outreach materials.
 - Description of community support and/or partners for the grant project:
 - ◆ Include any specific letters committing an amount of time, money, activities, or other specified resources for the planned program. This is particularly important for infrastructure purchases to support public space recycling or event recycling.
 - Description of how the project will be sustained beyond the grant timeline, including a description of existing or proposed operational funding sources such as user fees, millage, special assessments, or general funds, etc., to be used.
4. Describe how an evaluation of the project will be done, including how success will be defined and measured. A final report will be required, which must include any relevant and measurable data including previous and new diversion and/or participation rates (if known), lessons learned, and recommendations for future actions.
5. Describe how evaluation results will be used and distributed, including any products that will result from the planned program.

- **Work Plan:**

In no more than three pages, please provide the following information presented by tasks (with sub-tasks as necessary). Include the name of the person who will be responsible for carrying out each task. Include any products and deliverables. Number the pages and attach them to the project description.

1. Identify the tasks and responsible party for procurement of the infrastructure item(s) proposed in the application.
2. Identify the tasks and responsible party for deployment and/or utilization of the infrastructure item(s) proposed in the application.
3. Identify the tasks and party responsible for preparing quarterly progress reports and the final project report.

- **Timeline:**

In no more than two pages, please provide a timeline of activities, showing when each task described in the work plan will be started and completed. Number the pages and attach them to the work plan.

The following key dates should be considered as the timeline is developed:

- Reimbursement requests must be submitted by September 30, 2020.
- The final report is due six months after the infrastructure item(s) have been purchased and/or constructed, but no later than February 28, 2021.

- **Budget:**

In no more than three pages, complete the Application Budget Form found on page 12 and provide a narrative discussion, including the information below. Number the pages and attach them to the timeline.

- All costs identified in the Application Budget Form must be eligible grant costs.
- If applicable, include the Non-reimbursable Budget Form found on page 13 for costs above the total grant budget that are necessary to implement the project.
- Description of the infrastructure item(s) listed in the Application Budget Form. If possible, include a price quote for the item(s) to be purchased.
- Description of the source(s) of match funding to be used for the planned infrastructure purchase.

Evaluation Criteria

Priority will be given to applicants including the following:

- Additional local match funding beyond the required 25 percent match funding amount.

- Programs that currently provide or propose robust, continuing education programs with sustainable funding, particularly programs to address contamination if applicable.
- Applicants that use the *Recycle, MI*TM logo.
- Programs with sustainable recycling program funding mechanisms.
- Programs with the largest projected increases in processing or collection capacity volume and/or access and participation.
- Programs with best supporting data for the projected increases described above.
- Grant purchases that support larger overall projects.

During the grant review process, applicants may be contacted for clarification and for the purpose of negotiating changes in project activities, timelines, and grant amounts, within the parameters outlined in the application instructions.

Application Submission Information

Full applications must be received by e-mail by 11:59 p.m. on **March 1, 2019** via e-mail at: DEQ-RecyclingGrant@michigan.gov

Please indicate "Recycling Infrastructure Grant" in e-mail subject line.

Each e-mail submission must be complete and will supersede any previous e-mail submissions. Please sign the cover page using blue ink and scan in color for each e-mail submission.

- Information provided in the application must be formatted to correspond with the application instructions. Headings and numbering of responses must be consistent with the headings and numbering used in the instructions. Pages within the application must be consecutively numbered. The actual forms, or photocopies of the forms, as found in this application package, must be used.
- All questions regarding application preparation and submission should be directed to the recycling specialist staff in your area. Refer to the attached map for coverage areas and contact information.
- Potential attachments may include: documentation of financial audit, letters of partnership or community support, price quote(s), photographs, baseline recovery rate substantiating information, and projected increase substantiating information.

Application Review Process

- Deadline for submittal of applications is March 1, 2019.
- Grantees will be notified of their funding status once the DEQ's Director makes final funding recommendations.

Grant Agreement Requirements for Approved Applicants

Successful applicants will be required to enter into a standard grant agreement with the DEQ. Project costs incurred prior to entering into an agreement signed by both parties will not be

reimbursed. There will be limited opportunities for negotiation prior to entry of a Grant agreement. Opportunities to modify a signed agreement will also be limited.

Failure of a successful applicant to accept the obligations outlined in the standard agreement may result in withdrawal of the Grant. The DEQ reserves the right to offer partial funding for any approved applicants. If partial funding is offered to an approved applicant, the applicant will be required to provide the necessary matching funds needed to complete the project. The original application becomes part of the Grant agreement, along with changes that may occur during contract negotiation. Additional requirements relevant to an individual project may be specified in the Grant agreement. The Grant agreement will stipulate a project period during which the project must be completed, and all expenditures must be made. Successful applicants (Grantees) must be prepared to agree to the following minimum agreement conditions:

- Grant funds should be spent and reimbursement requested by September 30, 2020.
- Grant reimbursements will be for up to 75 percent of the documented purchase expenditures, not to exceed the awarded grant amount, less a 5 percent retention amount that will be released upon approval of the final report. The final report is due six months after the infrastructure item(s) have been purchased and/or constructed, but no later than February 28, 2021. Project data must also be submitted through the ReTRAC system, as applicable. Information about ReTRAC registration can be found at www.michigan.gov/mirecycles or by contacting ReTRAC specialist Amy Lafferty at laffertya@michigan.gov.
- Grants are paid through a reimbursement process. All Grantees will submit proof of payment (i.e., canceled checks, ACH, wire transfer confirmations, bank statements, etc.) and proof of receipt of goods to the DEQ proving that the vendor has been paid PRIOR to receiving reimbursement from the Grant Program. Grantees will be reimbursed up to 75 percent of documented purchase expenditures, not to exceed the awarded grant amount. The remaining unreimbursed expenditures serve as the required match amount for the grant.
- Reimbursement may be requested quarterly in conjunction with required progress reports.
- All education, outreach, and publicity products shall acknowledge that the project was supported in whole or in part by the DEQ Recycling Grant Program. Where possible, these products should be printed double-sided on recycled content paper.

Agreement Boilerplate Language: See attached standard Grant Agreement language.

**Department of Environmental Quality
Recycling Infrastructure Grant Application Cover Sheet**

Applicant Name:	
Street Address:	
City/State/Zip/County:	
Mailing Address: (if different from street address)	
City/State/Zip:	
Contact Person and Title:	
Contact Person's E-Mail Address:	
Contact Person's Telephone Number:	
Grant Amount Requested:	\$
Local Match Amount: (must be equal to or greater than 25 percent of the total grant budget)	\$
Total Grant Budget:	\$
DUNS Number:	Senator:
Federal Identification Number	Representative:
Applicant Signature: (application must be signed by the person accepting responsibility for the terms and conditions of the grant agreement if awarded)	
Print Name: _____	
Signature: _____	
Date: _____	

**Department of Environmental Quality
Recycling Infrastructure Grant Application Budget Form**

Applicant Name:				
Line Item No.	Budget Line Item Description	Quantity	Unit Price	Budget Amount
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Total Grant Budget				\$
Grant Amount Requested		Local Match Amount		Total Grant Budget
\$		\$		\$

The local match amount must equal at least 25 percent of the **total grant budget**. The local match amount can be greater than 25 percent of the total grant budget. The grant amount requested cannot exceed \$100,000.00.

For example, if the grant amount requested is \$100,000.00, the local match amount would have to be at least \$33,333.33, and the **total grant budget** would be \$133,333.33.

**Department of Environmental Quality
Recycling Infrastructure NON-REIMBURSABLE Budget Form**

Applicant Name:

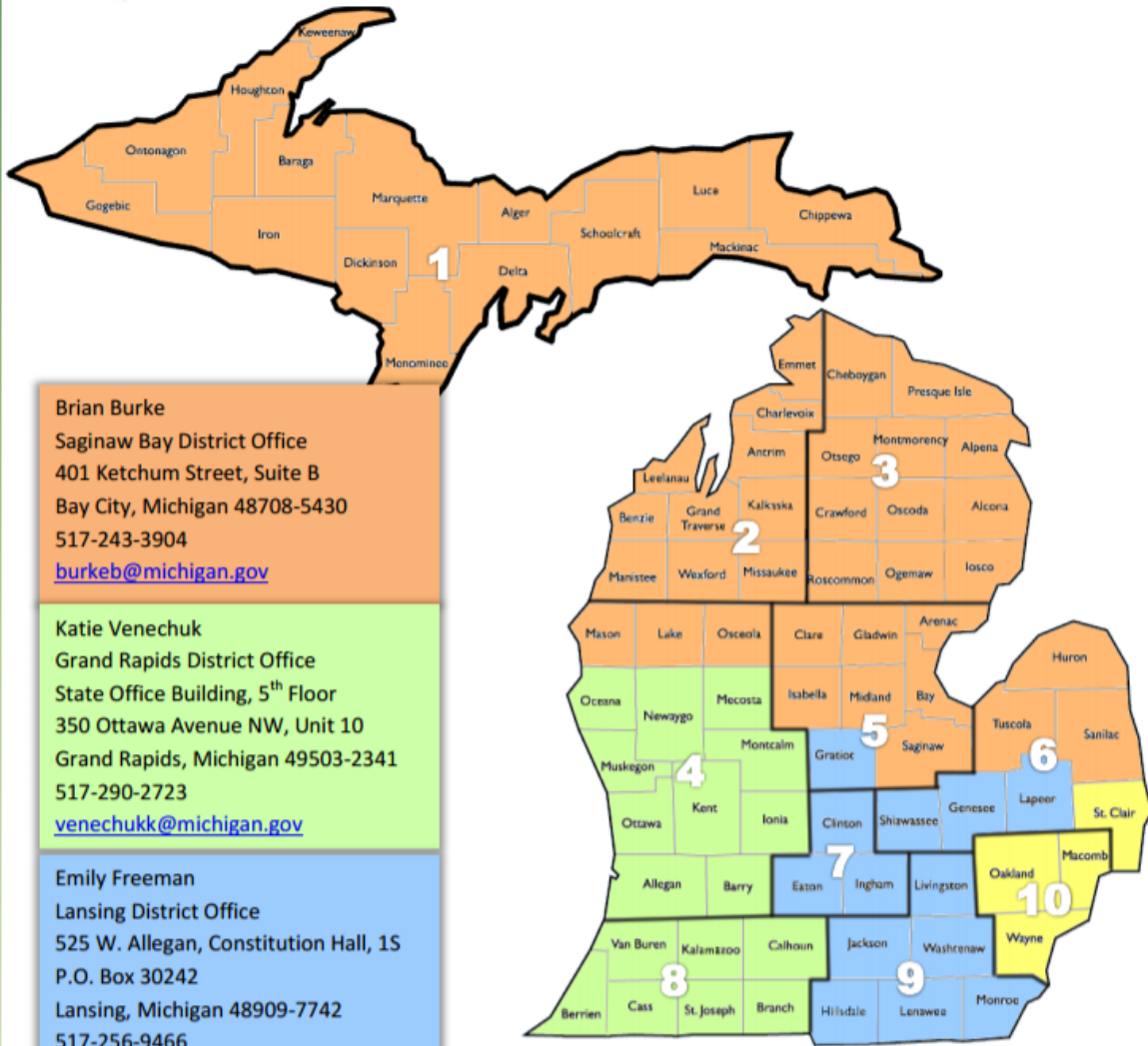
Line Item No.	Budget Line Item Description	Quantity	Unit Price	Budget Amount
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			Total	\$

Note: These costs are NOT eligible for reimbursement under the Recycling Infrastructure Grant but are necessary to complete the project.



RESIDENTIAL RECYCLING INITIATIVE

Michigan Department of Environmental Quality
 Recycling and Waste Minimization Specialists



Brian Burke
 Saginaw Bay District Office
 401 Ketchum Street, Suite B
 Bay City, Michigan 48708-5430
 517-243-3904
burkeb@michigan.gov

Katie Venechuk
 Grand Rapids District Office
 State Office Building, 5th Floor
 350 Ottawa Avenue NW, Unit 10
 Grand Rapids, Michigan 49503-2341
 517-290-2723
venechukk@michigan.gov

Emily Freeman
 Lansing District Office
 525 W. Allegan, Constitution Hall, 1S
 P.O. Box 30242
 Lansing, Michigan 48909-7742
 517-256-9466
freemane@michigan.gov

Elizabeth Garver
 Southeast Michigan District Office
 27700 Donald Court
 Warren, Michigan 48092-2793
 586-753-3837
garvere2@michigan.gov

**To report an environmental emergency to the DEQ: 800-292-4706
 Pollution Emergency Alerting System (PEAS)**

MICHIGAN PROSPERITY REGIONS

1. Upper Peninsula, 2. Northwest, 3. Northeast, 4. West Michigan, 5. East Central,
6. East Michigan, 7. South Central, 8. Southwest, 9. Southeast, 10. Detroit Metro



**PROGRAM NAME GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
AND GRANTEE NAME**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environmental Quality, (DEQ), **Division** ("State"), and **Name of Grantee** ("Grantee").

The purpose of this Agreement 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 [**Name of Legislation, Year and Public Act No.**] Legislative appropriation of Funds for grant assistance is set forth in [**Year and Public Act No.**] This Agreement is subject to the terms and conditions specified herein.

Project Name: _____	[Project #: _____]
Amount of grant: \$_____	% of grant state \$_____ / % of grant federal
[Amount of match: \$_____ = _____%]	PROJECT TOTAL: \$_____ (grant plus match)
Start Date (date executed by DEQ): _____ [unless alternate date specified]	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

[Program will add a Remittance address if different than the above.]

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

FOR THE GRANTEE:

Signature

Name/Title

Date

FOR THE STATE:

Signature

Name/Title

Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement 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 Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

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

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement 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 Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement 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 Agreement 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 Agreement.

(A) The Grantee must complete and submit quarterly progress reports according to a form and format prescribed by the State. 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 expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

(C) The Grantee must provide two 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 DEQ Recycling Grant 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 Agreement. 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 Agreement or of any cause of action arising out of the performance of this Agreement.

(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 Agreement or any payment under the Agreement, 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 Agreement, the Grantee may release information or material developed under this Agreement, 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, non-exclusive 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 Agreement or assign or delegate any of its duties or obligations under this Agreement 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 Agreement. 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 Agreement 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, Michigan Compiled Law (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 Agreement, 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 Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

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 Agreement, 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 Agreement 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 Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement 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 Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement 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 Agreement 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 Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that 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 Agreement, 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 Agreement 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 Agreement, 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 Agreement.

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

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. 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 Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, 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 Agreement are not allowed under the Agreement.

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

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

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

(F) An amount equal to 5 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 Agreement, 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 Agreement.

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 Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement 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 Agreement.

XX. CANCELLATION

This Agreement 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 Agreement 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 Agreement 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 Agreement, 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 Agreement or any payment under this Agreement.
- 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 Agreement.
- 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 Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, 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.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

I. GRANT APPLICATION; PROJECT SCOPE

The scope of this project is outlined in the Grantee's approved Fiscal Year 2019 Recycling Infrastructure Grant Program Proposal, which is included in this grant agreement as part of this Appendix A, as well as any subsequent modifications to the original grant proposal as approved by the State.

II. GRANT REIMBURSEMENT PROCESS

Breakdown of project funds covered under this Agreement:

Grant Amount = \$XX,XXX
Matching Funds = \$XX,XXX
Total Grant Budget = \$XX,XXX

The total payment made to the Grantee by the State shall not exceed \$XX,XXX. Any additional costs associated with the project shall be the responsibility of the Grantee.

The Grantee is responsible for the payment of all eligible costs necessary to complete the project. The Grantee shall submit reimbursement requests to the State which specify the time period covered by the reimbursement request and the payments made by the Grantee during the time period. Grant reimbursements will be for up to 75 percent of the documented purchase expenditures, not to exceed the awarded grant amount, less a 5 percent retention amount that will be released upon approval of the final report. The final report is due six months after the infrastructure item(s) have been purchased and/or constructed, but no later than February 28, 2021.

A request for payment shall be submitted by the Grantee on a form provided by the State and shall include proof of payment to the vendor (such as canceled checks, ACH, wire transfer confirmations, bank statements, etc.) and proof of receipt of goods. Grantees will be reimbursed up to 75 percent of documented purchase expenditures, not to exceed the awarded grant amount. The remaining unreimbursed expenditures serve as the required match amount for the grant. Reimbursement forms will be available on the DEQ's Recycling Program website located at: <http://www.michigan.gov/mirecycles>.

The Grantee is responsible for ensuring that all partner entities fulfill their commitments under the grant proposal.

III. REPORTING REQUIREMENTS

The Grantee shall comply with all reporting requirements of the State during the Agreement Period.

QUARTERLY REPORT

The Grantee shall submit the final quarterly status report, including all supporting documentation for expenses, by September 30, 2020. Supporting documentation must include proof of payment and proof of receipt of goods.

Quarterly progress reports must be submitted at least every three months during the Agreement Period, even if no funds were expended. Provide the following narrative using the numbers and headings listed below:

I. SUMMARY OF ACTIONS TAKEN DURING THE CURRENT PERIOD

- A. Describe the tasks completed and how project funds were expended during the time period covered by the report. If no funds were expended during the current period, include a statement to that effect and explain why. A description of tasks completed during the current period must still be included.

II. SUMMARY OF ACCOMPLISHMENTS DURING THIS PERIOD

- A. Goals and objectives as set forth in the grant application and grant contract. List the project's stated goals and objectives and describe how the project is meeting them.
- B. Additional project accomplishments not included in original project goals and objectives.
- C. Project data: Provide any data collected during the current period. Attach available documentation which supports the data. If the data provided covers a previous reporting period, specify the dates which the data is from.

III. SUMMARY OF REMAINING ACTIONS TO BE TAKEN

- A. Describe the remaining tasks to be completed and indicate whether or not these tasks will be completed within the approved project schedule. For tasks which will not be completed within the approved project schedule, discuss the reasons for the delay and provide the revised task completion date.

IV. PROBLEMS ENCOUNTERED DURING THIS PERIOD

- A. Identify any problems encountered during the current reporting period and explain how they were resolved. Describe the impact these problems have had or will have on project design, completion, and operations.

V. ADDITIONAL COMMENTS

- A. Provide any additional comments relevant to the status of the project and its operations.

FINAL PROJECT REPORT

The final report is due six months after the infrastructure item(s) have been purchased and/or constructed, but no later than February 28, 2021. Retained funds will be forfeited by the Grantee if the final report is not accepted.

The purpose of the final project report is to provide the State with data on your project and a narrative discussion about your project, including an evaluation of the project to date.

Identify the time period covered by the final project report. Provide the following narrative information using the numbers and headings listed below:

I. PROJECT DESCRIPTION

- A. Provide a description of the project funded.
 - i. Provide a 4-5 sentence summary of the project, including the following information, as applicable: description of item purchased and/or constructed, geographical area served, population and/or number of households/units served, volume of containers, collection frequency, collection method, list of recyclable or organic materials collected, name and location of recycling processor, increase in processing capacity, and description of how project will be sustained beyond the grant timeline.
 - ii. Include any news articles and/or photographs as appropriate.
 - iii. Include the date project operations began and a discussion of the current status of project operations.
- B. List and explain the steps involved in completing the project, from planning through implementation to ongoing operations. Include the dates of major project activities and events.
- C. List and discuss other entities (e.g., companies, nonprofit groups, local units of government) that played a role in planning and implementing the project and briefly describe their role. Describe any formal agreements that were entered into as a part of project implementation.

II. PROJECT DATA

- A. Diversion rate, participation rate, and geographical area. Project data must also be submitted through the ReTRAC system.
 - i. For the time period covered by this report, provide the quantity of recyclable or organic materials diverted, in tons or cubic yards /time period. Specify which recyclable or organic materials are included in this reported volume. Describe the methods for measuring these quantities.
 - ii. Provide diversion rates prior to the grant project, if known.

- iii. For the time period covered by this report, provide information on the number of people and/or number of households/units served by the project. Describe the methods for measuring these numbers.
 - iv. Provide information on the number of people and/or number of households/units served prior to the grant project, if known.
 - v. For the time period covered by this report, provide information on the geographical area served by the project.
 - vi. Provide previous information on the geographical area served by the program prior to the current grant project.
- B. Education and Outreach Program. Provide the following information for all project related promotional activities which have occurred as a result of the project:
- i. Types of groups (audience) targeted.
 - ii. Types of promotional materials developed.
 - iii. Methods used to distribute information or materials.
 - iv. Planned/future educational efforts.

III. PROJECT COSTS: Provide the following information regarding additional costs required to implement the project:

- A. Provide the dollar amounts and a description of all additional program related capital costs which have been incurred during the time period covered by this report. Identify the specific dates these costs were incurred.
- B. For the time period covered by this report, provide the dollar amounts and a description of all additional costs (beyond match) required to complete the project. Identify the specific dates these costs were incurred.
- C. For the time period covered by this report, provide the dollar amount and a description of the costs needed to operate the project.
- D. Describe the funding mechanisms utilized to operate and maintain the project activities.

IV. PROJECT EVALUATION

- A. Goals and Objectives. Summarize each of the project's goals and objectives as stated in your original proposal. Discuss (in both narrative and numerical terms) how well you are meeting each goal and objective. For each goal or objective that is not being met, discuss why.

- i. If the project goals and objectives have changed from those that were originally established, discuss how and why. Also, discuss how these changes have impacted the final project.
 - ii. Recovery/Access/Participation Goals: As a part of the above discussion of project goals and objectives, identify the increase in either volume collected (in tons or cubic yards per year) by material type, or geographical access/population served that the project is currently achieving. If the project is not meeting its goals, provide a discussion on why these goals are not being met. Also, indicate what steps you are taking in order to meet the stated goals in the future, and provide a timeframe for meeting these goals.
- B. Discuss any project accomplishments not included in the project's original goals and objectives.
 - C. Discuss the economic impact the project has had on the local economy. Include information on new jobs created and sustained and any other relevant economic information.
 - D. List and describe all significant problems encountered during project implementation, including any cost overruns, institutional barriers, local issues, etc. Describe how the problems were addressed and resolved. Describe any impact these problems had in project design, implementation and/or ongoing operations.
 - E. Describe the most successful components of the project and explain why you think they are successful.
 - F. Describe the least successful components of the project and explain why you think they are not successful.
 - G. Lessons Learned. Discuss any conclusions you have made about the technical and economic feasibility of carrying out a similar project. Identify what you would do differently if you were to carry out a similar project, and why.

V. ADDITIONAL COMMENTS

- A. Provide any additional information relevant to the status of the project and its operations.

The quarterly and final project report must be signed by the authorized contact person for the project. Indicate any name, address or telephone number changes for the contact person and/or the project.

Submit the quarterly and final project reports to the attention of the State's contact at the following email address:

DEQ-RecyclingGrant@michigan.gov