



MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY

REQUEST FOR PROPOSALS 2020 RECYCLING AND ORGANICS INFRASTRUCTURE GRANT PROGRAM

January 29, 2020 – April 28, 2020

Michigan.gov/MiRecycles



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I. GRANT INFORMATION

A. GRANT DESCRIPTION

In fiscal year (FY) 2020, the Michigan Department of Environment, Great Lakes, and Energy (EGLE) will provide matching grants to supplement efforts to increase the statewide recycling rate.

Eligible Project types include but are not limited to:

- Recycling infrastructure projects
- Organics management infrastructure projects focused on food waste

B. GRANT OBJECTIVES

The 2017 Governor's Recycling Council Report and Recommendations identified a range of objectives to advance recycling in Michigan.

Project proposals must describe how the project aligns with the following objectives:

- Increase the statewide recycling rate.
- Increase collection and processing capacity of recyclable materials or food waste across Michigan.
- Increase access to recycling or food waste composting infrastructure across Michigan.
- Increase participation rates in recycling or food waste composting programs across Michigan.

C. ELIGIBLE AND INELIGIBLE APPLICANTS

Eligible applicants are non-profit organizations, tribal governments, public school districts, public universities/colleges, 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 grant funding or ownership of the items purchased through the grant. Grant applicants working with a funding or program partner must be actively involved with the implementation and operation of the proposed project. Grant applicants cannot act as a financial pass through for a for-profit entity.

Eligible applicants must be able to confirm the endpoint of materials collected or processed using items purchased with infrastructure grant dollars. It is expected that grant-funded infrastructure items will be deployed and utilized in a material management system where collected materials are directed to market for manufacture of new products and are not disposed.

D. ELIGIBLE RECYCLING AND ORGANICS INFRASTRUCTURE PROJECTS

Eligible infrastructure projects include, but are not limited to, the transition from bins to carts, public space recycling containers, creation or enhancement of public drop-off recycling, new or improved processing infrastructure, school recycling projects, collection vehicles, and multi-family recycling projects. Household hazardous waste projects and one-day collection events are not eligible for this grant.

- **Carts:** Wheeled, covered carts for existing or new curbside recycling or food waste collection programs. Grantees would be expected to contract for purchase, distribution, and servicing of curbside carts. Grant eligible expenses include cost of carts, shipping, assembly, and distribution. Metrics will include collection volume, participation, and/or access increase, which align with the priorities of the EGLE Recycling Program.
- **Collection Vehicles:** Recycling or food waste collection vehicle for new program or expansion of existing program. Grantee would be expected to purchase vehicle(s), establish routes, and train drivers. The grant eligible expense is the vehicle purchase. Metrics will include collection volume, participation, and/or access increases, which align with the priorities of the EGLE Recycling Program.
- **Drop-off Infrastructure:** Containers, signage, and other site improvements. Site improvements such as paving, lighting, cameras, and fencing must be tied to a project that significantly increases volume collected/processed or participation/access in order to be competitive. Grantee would be expected to purchase and install items, oversee any construction activities, contract for collection services, operate and maintain drop-off center. Grant eligible expenses include purchase of containers and signage, shipping, installation, and site improvements. Metrics will include collection volume, participation, and/or access increases, which align with the priorities of the EGLE Recycling Program.
- **Multi-Family infrastructure:** Indoor and outdoor containers, signage, and other associated site improvements. Grantee would be expected to purchase and install items, secure partnerships with property owners, contract for collection services (as applicable), and oversee construction activities. Grant eligible expenses may include recycling containers, signage, associated site improvements, shipping, and installation. Metrics will include collection volume, participation, and/or access increases, which align with the priorities of the EGLE Recycling Program.
- **Public Space Infrastructure:** Recycling or food waste bins for parks, schools, institutions, businesses, offices, events, etc. Grantees would be expected to purchase and install items, contract for collection services, secure partnerships with property owners, and provide minimal education elements. Grant eligible expenses may include dual waste and recycling containers (“twinned bins”), shipping, installation, and signage. Metrics will include collection volume, participation, and/or access increases, which align with the priorities of the EGLE Recycling Program.
- **Processing Infrastructure:** Equipment needed for processing recyclable materials or food waste and/or recovering or redistributing food waste. Grantees would be

expected to contract for design, purchase, and installation of items, train staff, operate and maintain equipment. Grant eligible expenses include design, purchase, and installation of equipment. Metrics will include increased processing capacity, which align with the priorities of the EGLE Recycling Program.

E. ELIGIBLE/INELIGIBLE GRANT ACTIVITIES

The following activities are eligible under the 2020 Recycling and Organics Infrastructure Grant Program; this list may not be exhaustive:

- Capital expense and associated installation and service costs that meet the objectives of the project.
- Site improvements such as paving, lighting, and fencing must be tied to a project that significantly increases volume collected/processed or participation/access in order to be competitive.
- Organics management infrastructure projects must focus primarily on food waste (not yard waste) and must result in a finished or partial compost product in order to be competitive.

The following activities are ineligible under the 2020 Recycling and Organics Infrastructure Grant Program; this list may not be exhaustive:

- Administer projects that are a part of a community's regulatory responsibility.
- Implement other activities deemed inappropriate under contract management standards.
- Lobby or directly influence legislative decision-making.
- Fund salaries or employ graduate students to complete the objectives listed above.
- 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, purchase of real property, etc.

F. FUNDING SOURCE AND GRANT AMOUNTS

The Recycling and Organics Infrastructure Grant program has up to \$3,000,000 available for grants in FY 2020. There are no requirements regarding minimum amount of funding that can be requested. The maximum amount of funding that can be requested per grant is \$1,000,000. Grantees are required to provide local matching funds at least equal to 20 percent of the total grant budget. Local match funding may be greater than 20 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. EGLE may add or subtract money from this grant program at its discretion.

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.

The funding for this program is made available through the Renew Michigan Fund created in Act 281 of 1967, The Income Tax Act of 1967, as amended.

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.

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, funded in part or whole with the Renew Michigan Fund, with the Michigan Recycling Directory.

The applicant must submit a complete application by April 28, 2020, as described below in the section titled "Required Application Components."

G. PROJECT PARTNERS

Grant applicants are encouraged to form partnerships to develop larger, regional projects that will result in greater impact on the statewide recycling rate. However, partnerships are not required, and a single entity may apply and be eligible for grant funds. Note that while partnerships are encouraged, no single entity may submit individually and be a part of another application.

H. ONLINE RESOURCES

Below are websites that provide useful information and resources to aid in the development of your grant proposal:

The Recycling Partnership:

- **Cart Implementation Guide**
- **Open Source Recycling Sign Templates**

Recycle Across America: bin labels and bin vendor recommendations

How to Recycle: packaging labels

Keep America Beautiful: public space and workplace recycling guides

I. SELECTION CRITERIA

The applicants will be selected based upon the criteria listed below:

- The project goals are clearly stated, and success is quantitatively defined.
- Within the project area, the proposal supports the grant objectives outlined above.
- The proposal contains a clear and well-developed project narrative, work-plan, timeline, and budget.
- The applicant has demonstrated an ability to collaborate and partner with other groups and organizations, as applicable; and has secured the necessary support and commitments to accomplish the objectives of the proposal.
- The grant recipient must be able to enter into a legal agreement with the State of Michigan, and must be in compliance and good standing with State's environmental department.
- Programs that currently provide or propose robust, continuing education programs with sustainable funding, particularly programs addressing contamination if applicable.
- Sustainable funding mechanisms for recycling or food waste programs.
- 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, such as larger geographic or population impact, larger total investment, and multiple partners or sectors.
- Additional local match funding beyond the required 20 percent match amount.

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.

J. APPLICATION PROCESS AND EVALUATION CRITERIA

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 not eligible for funding.

a. Application Cover Sheet, Including Applicant Signature

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

b. 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 one of the application.

Description of current program:

- Clear and realistic project goals and objectives, including a description of how the proposed project's goals will increase the recycling rate in the project area.
- Description of current materials management 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.

Description of planned project:

- 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.
- 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 **“Know It Before You Throw It”** 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.
- 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.
- Describe how evaluation results will be used and distributed, including any products that will result from the planned program.

c. 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.

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

d. 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, 2022.
- The final project report is due six months after the infrastructure item(s) have been purchased, installed and/or constructed, but no later than September 29, 2023.

e. Budget

In no more than three pages, complete the Application Budget Form 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 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.

K. APPLICATION SUBMISSION INFORMATION

Proposals must be submitted electronically, in one PDF file that contains the complete grant application, to **EGLE-RecyclingGrant@Michigan.gov**. Proposals that are sent in more than one electronic file may be disqualified.

Proposals are due no later than 5:00 p.m., April 28, 2020.

Please indicate applicant name and “Recycling and Organics 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 email submission.

Information provided in the application must be formatted to correspond with the application instructions. Headings responses must be consistent with the headings 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. The Application and Budget Forms, are available online at this link **Michigan.gov/Documents/egle/FY20_Infrastructure_Grant_Application_Forms_683521_7.docx**

For applications to be complete, applicants must submit documentation of financial audit, and letters of commitment; letters of partnership or community support. Attachments may include price quote(s), photographs, baseline recovery rate substantiating information, and projected increase substantiating information.

L. APPLICATION REVIEW PROCESS

Deadline for submittal of applications is April 28, 2020.

Grantees will be notified of their funding status once EGLE's Director makes the final funding recommendations.

M. ASSISTANCE

For general inquiries regarding this RFP, please contact Erica Richard, Administrative Support Staff, Sustainability Section, Materials Management Division, EGLE, at 517-284-8337 or RichardE1@Michigan.gov

N. 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. EGLE reserves the right to award grants for amounts other than those requested and/or request changes to, or clarification of, the proposed work plan.

O. NON-DUPLICATIVE PROGRAMS

Funds from the 2020 Program cannot be used to supplant federal, state, or local financial commitments.

P. ACCEPTANCE OF PROPOSAL CONTENT

Successful applicants will be required to enter into a grant agreement with EGLE after accepting the grant award. A grant agreement consists of standard boilerplate language, the applicant's work plan, timetable, fleet sheet, and budget.

Successful applicants may be required to review the grant award agreement with EGLE staff prior to final agreement acceptance. The draft agreement boilerplate is attached to this RFP as Appendix B.

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

Q. CONFIDENTIALITY

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

R. GRANT AGREEMENT REQUIREMENTS FOR APPROVED APPLICANTS

Successful applicants will be required to enter into a standard grant agreement with EGLE. 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. EGLE 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 reimbursements will be for up to 80 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. Reimbursement requests must be submitted by September 30, 2022. The final project report is due six months after the infrastructure item(s) have been purchased, installed, and/or constructed, but no later than September 29, 2023. Grantees must agree to supply data related to the project for up to five years from the project end date as requested by EGLE.

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 EGLE proving that the vendor has been paid prior to receiving reimbursement from the grant program. Grantees will be reimbursed up to 80 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 EGLE 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 in Appendix A.

II. APPENDIX A

**Department of Environment, Great Lakes, and Energy
Recycling and Organics 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 20 percent of the total grant budget):	\$
Total Grant Budget:	\$
DUNS Number:	State Senator:
Federal Identification Number	State 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 Environment, Great Lakes, and Energy
Material Management 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 20 percent of the **total grant budget**. The local match amount can be greater than 20 percent of the total grant budget. The grant amount requested cannot exceed \$1,000,000.

For example, if the **total grant budget** is \$1,500,000, the grant amount requested can only be the maximum amount of \$1,000,000, and the local match amount would have to be \$500,000, which is greater than 20 percent of the **total grant budget**.

If the **total grant budget** is \$100,000, the local 20 percent match amount would have to be at least \$20,000.

EGLE

PROGRAM NAME GRANT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY AND GRANTEE NAME

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **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 EGLE): _____ End Date: _____
[unless alternate date specified]

GRANTEE CONTACT:

STATE'S CONTACT:

Name/Title

Name/Title

Organization

Division/Bureau/Office

Address

Address

Address

Address

Telephone number

Telephone number

Fax number

Fax number

E-mail address

E-mail address

Federal ID number – (Required for Federal Funding)

Grantee DUNS number - (Required for Federal Funding)

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

Date

Name/Title

FOR THE STATE:

Signature

Date

Name/Title

DRAFT

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 one. 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 one. 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 financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

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

The forms provided by the State shall be submitted to the State's contact at the address on page one. 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 Agreement.

(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 Recycling Grant Program, EGLE, 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 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, 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 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, 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 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 and made available to the state upon request 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 one 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 SIGMA Vendor Self Service web site, Sigma.Michigan.gov/webapp/PRDVSS2X1/AltSelfService.

(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 one 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 one, 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.

III. PROJECT-SPECIFIC REQUIREMENTS – APPENDIX B

GRANT APPLICATION; PROJECT SCOPE

The scope of this project is outlined in the Grantee’s approved Fiscal Year 2020 Recycling and Organics 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.

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 80 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 one year after the infrastructure item(s) have been purchased and/or constructed, but no later than September 29, 2023.

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 80 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 EGLE’s Recycling Program website located at Michigan.gov/MiRecycles.

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

The Grantee is responsible for ensuring that all products requiring reimbursement acknowledge that the project was supported in whole or in part by the EGLE Recycling Grant Program.

REPORTING REQUIREMENTS

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

QUARTERLY REPORTS

The Grantee shall submit the final quarterly status and financial report, including all supporting documentation for expenses, by September 30, 2022. Supporting documentation must include proof of payment and proof of receipt of goods.

Quarterly progress and financial 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

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.

If any products were developed during the time period covered by the report, include a copy of the products with the report.

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, as described in the grant application incorporated with this contract. 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. If at any time the Grantee becomes aware that any materials collected or processed in association with grant purchases are being disposed, the Grantee must immediately notify EGLE and must document the issue in the next quarterly report. The Grantee must also submit for EGLE review the steps that will be taken to address the issue and the expected timeframe for resolution.

ADDITIONAL COMMENTS

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

FINANCIAL DOCUMENTATION

A. Provide required documentation, including proof of payment and proof of receipt of goods, for funds expended during the reporting period.

FINAL PROJECT REPORT

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. The final report is due one year after the infrastructure item(s) have been purchased and/or constructed, but no later than September 29, 2023. Retained funds will be forfeited by the Grantee if the final report is not accepted.

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.

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. Include any news articles and/or photographs as appropriate. 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.

(1) 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.

(2) Provide diversion rates prior to the grant project, if known.

(3) 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.

(4) Provide information on the number of people and/or number of households/units served prior to the grant project, if known.

(5) For the time period covered by this report, provide information on the geographical area served by the project.

(6) 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:

(1) Types of groups (audience) targeted.

(2) Types of promotional materials developed.

(3) Methods used to distribute information or materials.

(4) 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.

(1) 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.

(2) 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: **EGLE-RecyclingGrant@Michigan.gov**