



HAYWOOD COUNTY BOARD OF COMMISSIONERS

AGENDA REQUEST

***Must be presented to the County Manager's Office
NO LATER THAN 5 P.M. FRIDAY THE WEEK BEFORE THE MEETING***

DATE OF REQUEST: 11/9/2012

FROM: Stephen King, Solid Waste Director

MEETING DATE REQUESTED: November 19, 2012.

*Regular meetings: First (1st) Monday of the month at 9:00 am
Third (3rd) Monday of the month at 5:30 pm*

SUBJECT: Eddy Current Separator

REQUEST: Approval of the Eddy Current Separator bid by Davco Steel for purchase and installation costs

BACKGROUND: Haywood County Solid Waste Management has and continues to experience substantial growth in recycling. This created an opportunity to evaluate the operating system. The evaluation showed us that manually sorting materials was not the most economically efficient way to handle recyclables.

The first step to establishing efficiency for the sorting line was to install a Cross Belt Magnet for steel cans. This has been completed. The next step is to install an Eddy Current to separate the Aluminum cans. A Request for Proposal was announced with a submission due date of October 18, 2012. There were not enough bids received so we readvertised with a due date of October 31, 2012. We opened 2 bids on October 31, 2012, one from Dominion-Carolina Sales, Inc and one from Davco Steel, Inc.

IMPLEMENTATION PLAN: Once approved, the Eddy Current will be ordered. It will take approximately 6-8 weeks to build and deliver. During this time, the supporting structure will be built. Once equipment is received the installation will take approximately 2 weeks.

FINANCIAL IMPACT STATEMENT: The bid amount is \$70,078. County funds will be \$55,078 and Grant funds from NC DENR will be \$15,000.

SUPPORTING ATTACHMENTS: YES NO HOW MANY? 3

LIST: Bid Tabulation, Invitation for bids and Grant

PowerPoint Presentation: YES NO

PERSON MAKING PRESENTATION AT MEETING: Stephen King

TITLE: Solid Waste Director

PHONE NUMBER: 627-8042

E-MAIL: sking@haywoodnc.net

THIS SECTION FOR OFFICE USE ONLY

Received (Date/Time): _____

County Manager / Clerk to the Board Comments: _____

In an effort to save paper, attachments should be copied on both front and back sides.

Thursday, 10/31/12
2nd Floor Conference Room
Haywood County Courthouse

Haywood County Solid Waste
Eddy Current Separator
Bid Tabulation
4:00 PM

**To be presented to BOCC at next BOCC meeting for final approval of this formal purchase bid based on the lowest responsible responsive bid.*

	COMPANY	CONTACT	RECEIVED BEFORE DEADLINE?	PRICE QUOTED	QUOTE - NEW	QUOTE - USED	BOND/CHECK?	BID BOND Y/N	5% Y/N	DATE DELIVERY AVAILABLE	OTHER NOTES
1	DOMINION-CAROLINA SALES INC 1416 LONG STREET HIGH POINT NC 27262	JEFF CARR 336-882-1132	Y	\$81,340 New			Y	\$4,067.00	Y, Check	12-14 weeks ARO (After Receipt of Order)	6-8 hours Complete Anti-Collusion Affidavit included
2	DAV CO STEEL INC 4897 RED BLF LORIS SC 29569-6310	RICKY HARDEE 843-756-3300 rickyh@dawcosteel.net	Y	\$70,078 New			Y	\$3,603.90	Y, Check	6 weeks ARO (After Receipt of Order)	7 working days Complete Anti-Collusion Affidavit included
3	WWWREQUIP.COM 1414 RILEY INDUSTRIAL DR MOBERLY MO 65270		No response	N/A			N/A				N/A
4											
5											
6											

Witnesses:

Donna Corpening, Purchasing, Finance

Julie Davis, Finance Officer, Finance

Zondra Robinson, Ofc Mgr. SW

Absent: Stephen King, SW Director

**INVITATION FOR BIDS
EDDY CURRENT SEPARATOR
HAYWOOD COUNTY PURCHASING
WAYNESVILLE, NC 28786**

Pursuant to North Carolina General Statutes 143-129 as amended, Haywood County Purchasing will accept bids for **One (1) Eddy Current Separator** until **Wednesday, October 31, 2012 at 4 p.m.** in the **Finance Department, 215 N. Main Street, Waynesville, NC 28786** at which time we will publicly open and read aloud each bid in the 2nd Floor Conference Room, 215 N. Main Street. Interested parties may obtain a complete bid packet from Donna Corpening, Purchasing Manager, 215 N. Main Street, Waynesville, NC 28786 (828-356-2612) any time Monday through Friday from 8:00 a.m. until 4:00 p.m. Bids will be awarded to the lowest responsible responsive bidder taking into consideration quality, performance and time specified in the bid for the performance of the contract. Haywood County reserves the right to reject any or all bids and waive any and all formalities.

Bidders shall seal envelopes containing proposals and mark the outside as follows: **'SEALED BID FOR EDDY CURRENT SEPARATOR TO BE OPENED WEDNESDAY, OCTOBER 31, 2012 @ 4 P.M.'**. The Name and address of the bidder must be plainly marked on the outside of each envelope.

Marty Stamey
County Manager
215 N. Main Street
Waynesville, NC 28786

INSTRUCTIONS TO BIDDERS

PLEASE READ VERY CAREFULLY

1. The proposal shall include a cash price for each option bid. An official of the bidding firm authorized to bind such firm by the proposal shall sign the proposal.
2. The proposal must be submitted in a **SEALED ENVELOPE** to Donna Corpening, Purchasing Manager, 215 N. Main Street, Waynesville, NC 28786. The envelope shall be clearly marked as follows: **'SEALED BID FOR EDDY CURRENT SEPARATOR TO BE OPENED WEDNESDAY, OCTOBER 31, 2012 @ 4 P.M.'**
3. A bid deposit is *required*. No proposal shall be considered or accepted unless at the time of its filing it is accompanied by a deposit equal to five percent (5%) of the proposal. The deposit may be made in the form of cash, cashier's check, certified check or a bid bond by a surety licensed in North Carolina. The deposit shall be retained if the successful bidder fails to execute the contract within ten (10) days after the award or fails to give satisfactory surety as required. Haywood County shall be named as obligee or payee in all required deposits or surety. Bid bonds shall not be a facsimile.
4. Proposals shall be publicly opened and read aloud at 4 p.m., Wednesday, October 31, 2012 in the 2nd Floor Conference Room, 215 N. Main Street, Waynesville, NC 28786. The bidding process will be considered closed at 4 p.m. Failure to meet this deadline will disqualify the vendor.
5. Haywood County encourages vendors to bid on all options. Bids will be accepted for new and used units. Vendors can bid a new unit, a used unit or both. A bid sheet is included. Each unit must have a minimum one (1) year warranty regardless of whether it is new or used. A contract shall be awarded to the lowest responsible responsive bidder whose bid conforms to the specifications and is most advantageous to Haywood County, considering price and other factors. Contract awards shall not be restricted to only one vendor.
6. Haywood County is not liable for any cost incurred by vendors prior to issuance of a contract or purchase order. The County reserves the right to contact any vendor for the purpose of clarifying proposals.
7. No proposal shall be withdrawn for a period of sixty (60) days after the scheduled closing time for receipt of proposals. Haywood County reserves the right to reject any or all proposals, and to waive formalities and technicalities where it is authorized to do so when in the best interest of the County. Proposals shall be rejected if there are omissions,

conditions or irregularities.

8. All prices proposed shall be firm and not subject to increase before the contract is signed.
9. The vendor shall state that the proposal submitted was made without any connection to any other person, company or party making a similar proposal and that it is fair and made in good faith without collusion or fraud. **A FORM IS ENCLOSED.**
10. The County requests that delivery and installation be completed by Wednesday, May 1, 2013. Vendor shall indicate whether all required specifications could be delivered prior to this completion date. Each vendor shall agree that all expressed or implied warranties regarding the equipment can be enforced by Haywood County. In case of default of the vendor, the County may procure the items from other sources and shall hold the vendor responsible for costs arising from such default.

EDDY CURRENT SEPARATOR SPECIFICATIONS

The unit will be placed at the end of the current sort line which has a belt with an approximate width of 44", a belt housing of approximately 48" and steel magnet (photos included for reference). Unit will be used in conjunction with the current sort line and must be able to process 5 tons of material per hour. Dimension drawings must be included in the bid packet to ensure adequate space is available for installation. Additional conveyor line might be necessary depending on equipment needs. The county will be responsible for adjusting the length of the current conveyor if needed.

Directions to our facility are as follows:

From Interstate 40 (east or westbound) take exit 27. This will put you onto the 19/23 bypass. Once you merge onto the bypass you will go approximately 2 miles and take exit 105 (Jones Cove Rd). At the bottom of the hill you will take a right at the light. Once you turn right you will cross a set of railroad tracks then you will take an immediate left onto Recycle Road (there is a large sign on the corner). Proceed to the end of the road and through the gate.

Any questions concerning the walkthrough should be directed to Zondra Robinson, Solid Waste Management Office Manager at (828) 627-8042. The office hours are 8 am to 5 pm Monday through Friday.

Eddy Current Separator for Haywood County
Bid Sheet

Name of Company _____

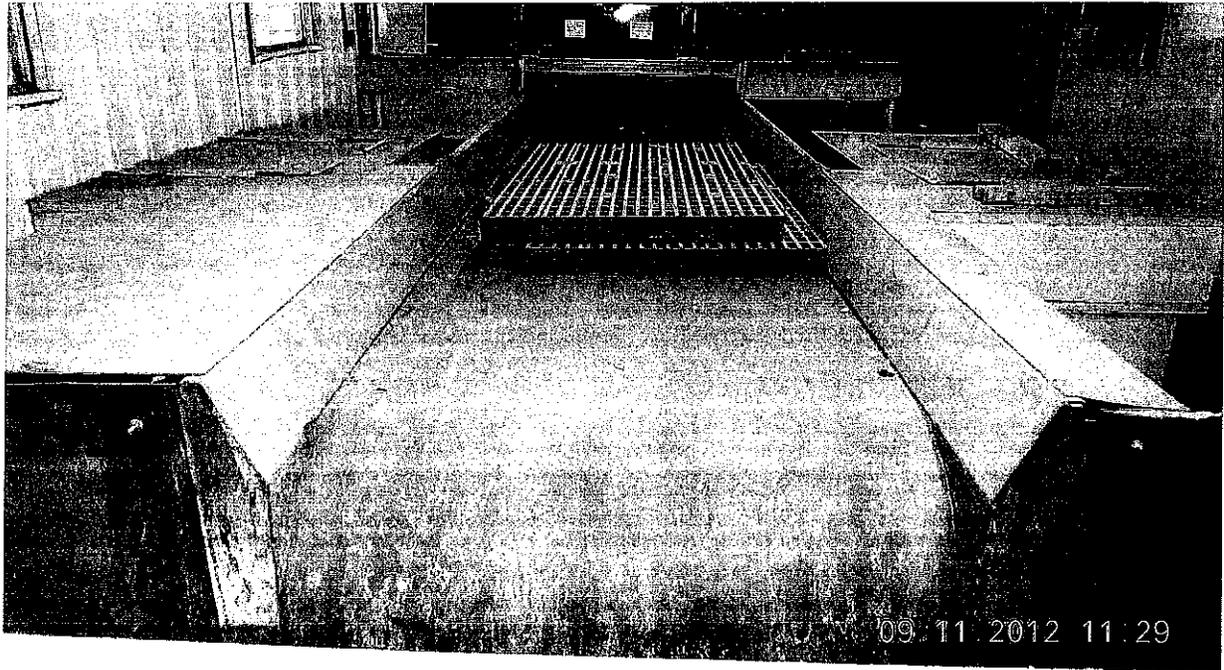
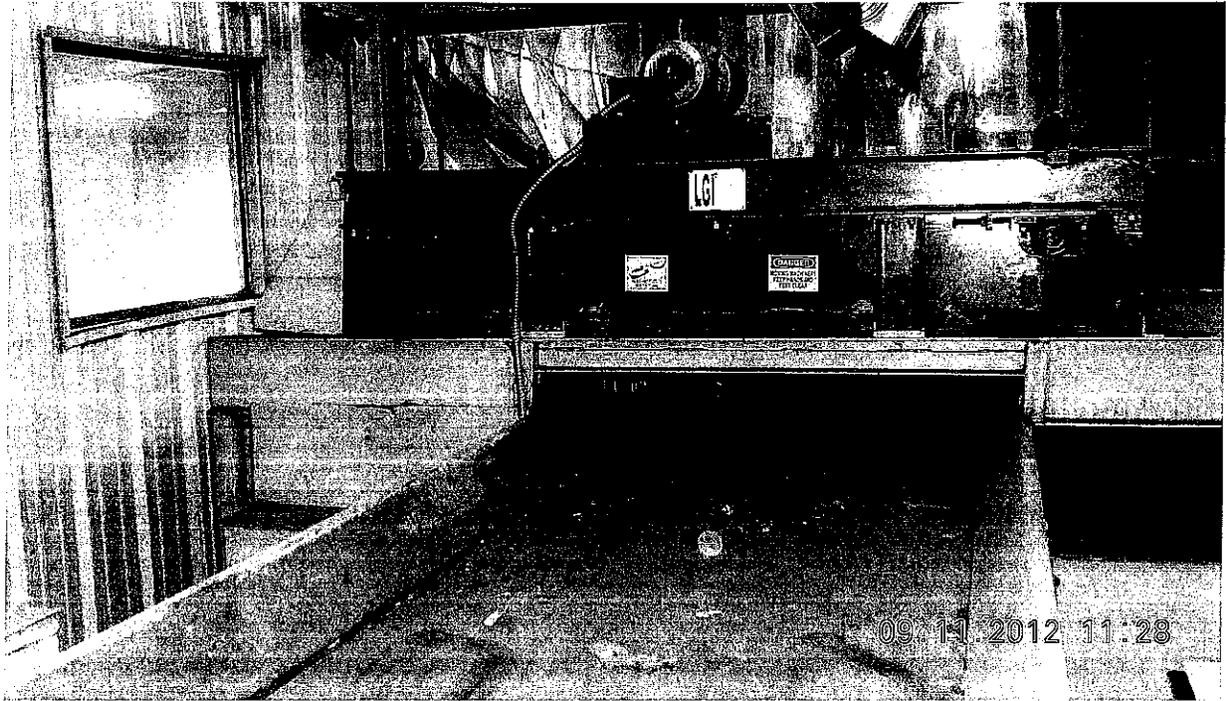
Bid Amount for NEW _____

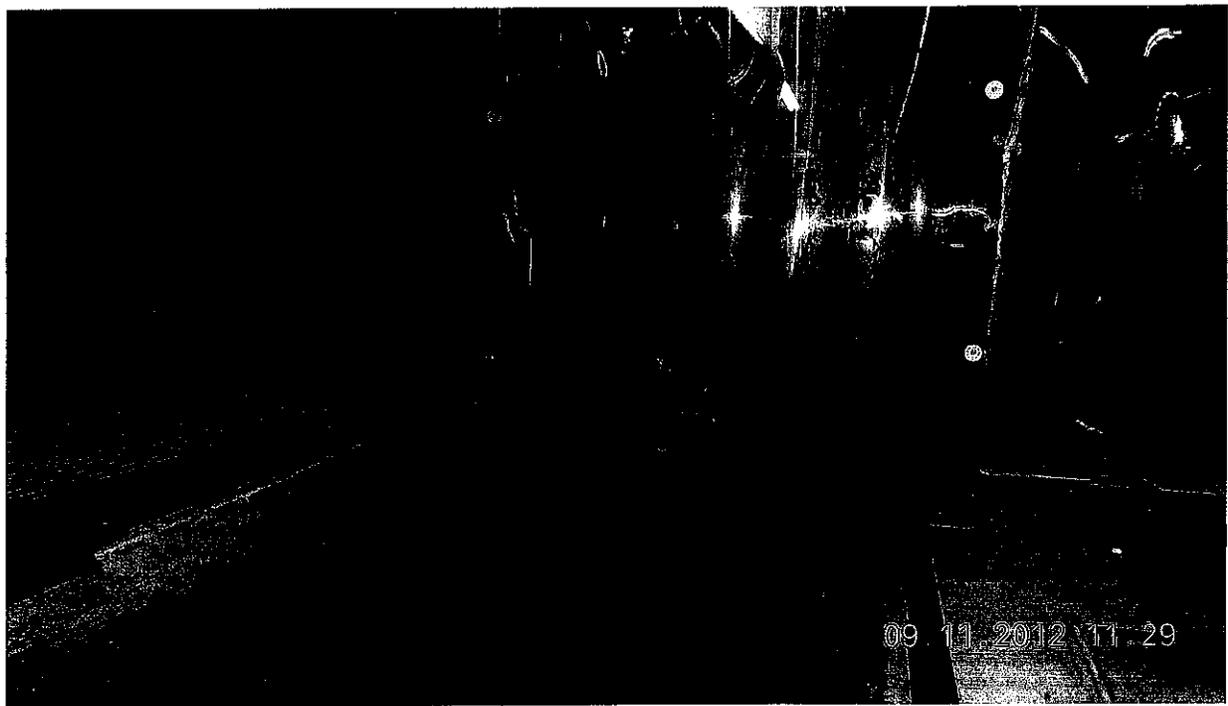
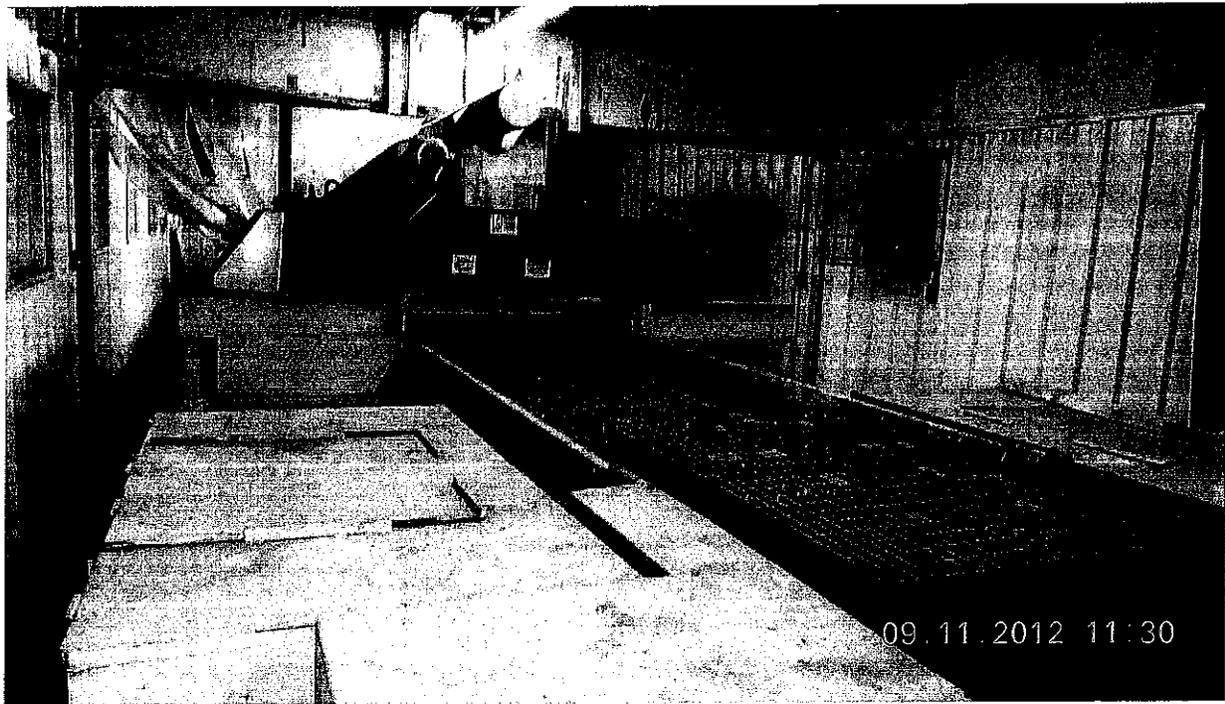
Bid Amount for USED _____

Date Available for delivery _____

Time needed for installation/testing _____

Signature _____





STATE OF NORTH CAROLINA
 COUNTY OF WAKE

GRANTEE'S FEDERAL
 IDENTIFICATION
 NUMBER: **-***1524

This Contract is hereby made and entered into this **1ST DAY OF JULY, 2012** by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, (the "Agency") and **HAYWOOD COUNTY**, (the "Grantee") (referred to collectively as the "Parties").

1. **Contract Documents:** This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:
 - (1) Grant Contract No. 4721
 - (2) General Terms and Conditions (Attachment A)
 - (3) Agency's Request for Proposal (RFP) (Attachment B)
 - (4) Grantee's Response to Agency's RFP, including line item budget and budget narrative and *if applicable*, indirect cost documentation (Attachment C)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may enter into Contract Amendments in accordance with the General Terms and Conditions as described in Attachment A.

2. **Precedence Among Contract Documents:** In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
3. **Contract Period:** This Contract shall be effective on **July 1, 2012** and shall terminate on **June 30, 2013**.
4. **Project Period:** The Grantee begins the project on **July 1, 2012**. The Grantee undertakes and completes the project in a sequence that assures expeditious completion in light of the purposes of this agreement. Grantee completes the project on **June 30, 2013**.
5. **Grantee's Duties:** The Grantee provides the project as described in Attachment C, 2012 Community Waste Reduction and Recycling Grant and in accordance with the approved budget in Attachment C.
6. **Agency's Duties:** The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this Contract shall not exceed **FIFTEEN THOUSAND DOLLARS (\$15,000.00)**.

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Receipts	Solid Waste Trust Fund	N/A

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$15,000.00	1602	536961	6760

a. There are no matching requirements from the Grantee.

b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Cash and/or In-Kind	\$
	Other / Specify:	\$

c. The Grantee's matching requirement is **\$75,900.00**, which shall consist of:

	In-Kind	\$
X	Cash	\$ 75,900.00
	Cash and In-Kind	\$
	Cash and/or In-Kind	\$
	Other / Specify:	\$

d. The Grantee has committed to an additional \$ to complete the project as described in Attachment C.

The contributions from the Grantee shall be sourced from non-federal funds.

The total contract amount is **\$90,900.00**.

7. Reversion of Unexpended Funds

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

8. Reporting Requirements:

Any Grantee receiving at least \$15,000 but less than \$500,000 in state funds from the Agency within any fiscal year is required to file with each funding state agency a sworn accounting of receipts and expenditures of state funds in the format approved by the State Auditor. This accounting must be attested to by the Grantee fiscal officer and one other authorizing officer of the Grantee. This accounting must be filed with each funding state agency within six months after the end of the Grantee's operating year. If the Grantee receives STATE funds of \$500,000 or more during its fiscal year, it must file with the State Auditor and each funding agency its audited financial statements in accordance with the standards and formats prescribed by the State Auditor in Memorandum NGO-2 "Grantee Audit Reports." If the Grantee receives \$500,000 or more in FEDERAL awards during its fiscal year from any source, including federal funds passed through the State or other grantors, it must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's Circular A-133 "Audits of States, Local Government and Non-Profit Organizations." If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports shall be sent to the Office of the State Auditor and to the Agency. Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the applicable OMB Circular or Memorandum.

9. Payment Provisions:

The Agency reimburses the Grantee for actual allowable expenditures with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. An allowable expenditure is defined as one associated with work performed to meet the

milestones that have been addressed during the specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in Attachment C.

- 10. Invoices:** The Grantee submits invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within 45 days after the end of the contract period.

Amended or corrected invoices must be received by the Agency's Office of the Controller within six months after the end of the contract period. The Agency will not pay any invoice received more than 6 months after the end of the effective period.

- 11. Contract Administrators:** Each Party submits notices, questions and correspondence to the other Party's Contract Administrator. The name, address, telephone number, fax number, and email address of the Parties' initial Contract Administrators are set out below. Either Party may change the name, address, telephone number, fax number, or email address of its Contract Administrator or Principal Investigator or Key Personnel by giving timely written notice to the other Party.

Any changes in the scope of the contract which increase or decrease the Grantee's compensation are not effective until approved in writing by the Agency's Head or Authorized Agent.

Agency Contract Administrator:
Scott Mouw DENR Environmental Assistance and Outreach 1601 Mail Service Center Raleigh, NC 27699-1601 Telephone: (919) 707-8114 Email: scott.mouw@ncdenr.gov Physical Address / Zip: 217 West Jones Street, Raleigh NC 27603

Grantee Contract Administrator:	Grantee Principal Investigator or Key Personnel
Stephen King Haywood County 278 Recycle Road Clyde, NC 28721 Telephone: (828) 627-8042 Fax: (828) 627-8137 Email: sking@haywoodnc.net	SAME

- 12. Grantee Principal Investigator or Key Personnel:** The Grantee shall not substitute the Principal Investigator or key personnel assigned to the performance of this contract without prior approval by the Agency Contract Administrator.

13. Supplantation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Grantee otherwise expends for **community waste reduction and recycling services and related programs**. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

- 14. Disbursements:** As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Implement adequate internal controls over disbursements;

- b. Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to insure that account balance is solvent and reconcile the account monthly.
15. **Outsourcing:** The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency and obtaining written approval from the Agency Contract Administrator prior to outsourcing.
16. **Assurances For Non-Federally Funded Contracts:** The GRANTEE certifies that with regard to:
1. **Debarment And Suspension** - To the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;
 - (b) have not within a 3-year period preceding this proposal 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; 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;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
 2. **Lobbying** - To the best of his or her knowledge and belief, that:
 - (a) No Federal, State or local government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body, or an employee of a member of Congress, North Carolina's General Assembly or local government body, in connection with the awarding of any Federal, State or local government contract, the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any Federal, State or local government cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or local government contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than Federal, State or local government appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State or local government contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. Drug-Free Work Place Requirements - It will comply by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing a drug-free awareness program to inform employees about -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
 - (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
 - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.
4. Will comply with the provisions of the Equal Employment Practices Act set out in Article 49A of Chapter 143 of the North Carolina General Statutes.
5. Will comply, as applicable, with the provisions of the Wage and Hour Act, Occupational Safety and Health Act of North Carolina, Controlled Substance Examination Regulation, Retaliatory Employment Discrimination, Safety and Health Programs and Committees, Workplace Violence Prevention, and other applicable provisions of Chapter 95 of the North Carolina General Statutes regarding labor standards.
6. Will comply with all applicable requirements of all other federal, state and local government laws, executive orders, regulations and policies governing this program.

17. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Grantee) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, the Grantee and the Agency execute this agreement in two (2) originals, one (1) of which is retained by the Grantee and one (1) of which are retained by the Agency, the day and year first above written.

HAYWOOD COUNTY

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

[Signature]
Dee Freeman, Secretary

By *[Signature]*
Grantee's Signature

By *[Signature]*
Department Head's Signature or Authorized Agent

Marty L. Starnes
Type / Printed Name

Michael G. Bryant
Type / Printed Name

County Manager
Title

Director, Division of Purchase & Services
Title

ORIGINAL

2012 MAY 29 09 10 48
DIVISION OF PURCHASE & SERVICES

**General Terms and Conditions
Governmental Entities
May 1, 2011**

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards,

agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract insures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, shall be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if and it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environment and Natural Resources a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and Internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of three years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Time Records: The Grantee will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

(http://www.osbm.state.nc.us/files/pdf_files/BudgetManual.pdf)

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public

Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipates bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

2012 Community Waste Reduction and Recycling Grants

REQUEST FOR PROPOSALS

N.C. Department of Environment and Natural Resources
Division of Environmental Assistance and Outreach

The purpose of this grant program is to assist local governments in expanding, improving and implementing waste reduction and recycling programs in North Carolina. The Division of Environmental Assistance and Outreach (DEAO) administers the Community Waste Reduction and Recycling Grant program through the Solid Waste Management Trust Fund.

With the release of this Request for Proposals (RFP), DEAO is seeking proposals for the funding of equipment and other items that help initiate or expand public waste reduction programs within the state. **Applicants should carefully read this entire RFP prior to submitting a proposal. Proposals must be received by DEAO by 5:00 p.m. on Friday, March 9, 2012.** Please address any questions to Rob Taylor at (919) 707-8139, rob.taylor@ncdenr.gov.

Standard Project Grant Parameters and Ideas:

The 2012 Community Waste Reduction and Recycling Grant Program seeks to fund projects that help communities build lasting capacity to divert materials from the waste stream and / or that increase public awareness of waste reduction and recycling. Projects that address the following are strongly encouraged, though any project increasing waste reduction will be entertained:

- Projects that demonstrate a potential to significantly increase a community's overall diversion of materials from the solid waste stream;
- Projects that improve recycling program efficiency and or cost effectiveness while increasing waste reduction;
- Projects that implement or expand public school recycling programs (see additional provisions for public school recycling projects in Special Requirements section below);
- Projects that increase the diversion of materials that are banned from disposal in North Carolina;
- ★ Projects that facilitate away-from-home recycling efforts such as pedestrian recycling or recycling at public facilities such as parks or public venues;
- ★ Projects that implement or expand recycling service to underserved sectors such as multifamily housing units or businesses;
- ★ Projects that implement or expand asphalt shingle recycling programs;
- ★ Projects that implement or expand food waste recycling programs;

Projects in the above list that are indicated by this symbol (★) will be eligible for bonus points as outlined in the scoring criteria section. Please contact Rob Taylor at (919) 707-8139 for more information or to discuss your project ideas.

Special Large Project Grant Opportunity:

DEAO is seeking a limited number of applications for Special Large Project Grants. The purpose of the Special Large Project Grant is to help local governments that are distant from Materials Recovery Facilities (MRFs) increase recycling program efficiency and to enable multiple local government recycling programs to enjoy the program efficiencies and increases in diversion that are associated with commingled recycling. Special Large Project funds are intended to assist with the creation and development of regional recycling consolidation points that serve two or more local government recycling programs. Through consolidation of recyclables it is anticipated that the participant local governments will gain more efficient access to commingled recycling processing (single-stream recycling) and that those governments will be able to exercise economies of scale associated with materials handling, transportation to a MRF, and negotiation with the MRF for processing services. It is anticipated that

consolidation of recyclables from multiple programs will decrease collection and transportation costs, and will also enable regional consistency among recycling programs.

Special Large Project Funds can only be used to invest in capital equipment and infrastructure associated with the creation of a regional consolidation point. Only projects that create infrastructure for consolidating commingled recyclables for shipment to a Materials Recovery Facility (MRF) for processing are eligible for Special Large Project Funding. The following stipulations apply for any project to be eligible for Special Large Project funding:

- The recycling system created must serve more than one local government recycling program;
- At least two local governments must contribute to the matching funds associated with the project; and
- The applicant(s) for Special Large Project funding must have communicated with a member of DEAO's Local Government Assistance Team to discuss project parameters prior to submitting a grant proposal.

Available Funding and Cash Match Requirement:

Grant Award Amounts:

- **Standard Project:** Applicants are eligible for a Standard Project grant award of up to \$30,000.
- **Special Large Project:** Applicants for Special Large Project grants are eligible for up to \$100,000 in state funding.

Grant winners must provide a cash match equivalent to 20 percent of the requested grant funding, for example, a grantee under this program receiving \$20,000 from DEAO must spend an additional \$4,000 of local funds on the project.

Calculating Cash Match: To determine the necessary cash match for any grant project, determine the total project budget then use the following equation: $\text{required cash match} = \text{total project budget} \div 6$

The difference between the total project budget and the required cash match equals the maximum possible grant award. Distributions from the \$2 per ton tip fee tax may be used to cover cash match requirements. In-kind contributions will not be accepted in lieu of cash match.

Typically the annual Community Waste Reduction and Recycling Grant cycle receives funding requests exceeding available funds. However, it is a priority for DEAO to support as many projects as possible. After close examination of the requested funding and subject to agreement with the applicant, DEAO may award grant amounts lower than the original request. For any amount awarded, grantees must still provide the required 20 percent cash match.

Examples of uses of Grant Funds:

- Site development costs
- Equipment purchases and installation
- Public awareness programs/public education

Examples of activities for which Grant Funds may NOT be used:

- Employee salaries
- Contracted collection costs
- Administrative expenses such as overhead costs
- Land acquisition costs
- Studies or work by consultants

Eligible Entities:

- Counties, municipalities, councils of governments and solid waste authorities in North Carolina are eligible to apply for funding.

- Federal and state agencies are **not eligible** for funding through this grant program.
- Public universities, community colleges and private colleges and universities are **not eligible** for funding through this grant program.
- Not-for-profit entities are **not eligible** for funding through this grant program; however, these entities are eligible for funding through the Recycling Business Development Grant Round. For more information about the Recycling Business Development Grant round, please contact Matt Todd at (919) 707-8137 or matthew.todd@ncdenr.gov.
- Public school systems and individual public schools are **not eligible** to apply directly for funding through this grant program. However, local governments (counties or municipalities) may apply for funding to support public school recycling projects (additional requirements apply for projects seeking grant support for public school recycling projects - see Special Requirements section below).

Conditions on Submittals:

- **ONLY ONE PROPOSAL PER ELIGIBLE ENTITY WILL BE ACCEPTED.**
- Multi-party initiatives (such as by two or more local governments) are strongly encouraged.
- Any group participating in a regional or multi-party project proposal may not submit additional proposals.
- Applicants with delinquencies on existing DEAO grants (e.g., extended projects from grant cycles prior to 2011 still under contract) will not be considered for funding.
- All applicants selected for funding will undergo a compliance review to ensure that they do not have any outstanding notices of violation related to North Carolina solid waste statutes and rules. Outstanding Notice of Violations (NOVs) must be corrected to the satisfaction of the N.C. Division of Waste Management (DWM) prior to any grant being awarded. Applicants with outstanding NOVs are responsible for providing DEAO with information from DWM indicating that the community is in compliance and that the NOVs have been corrected before a grant contract can be initiated.
- As a condition of grant award DEAO may work with applicants to revise initially submitted proposals before entering into a contract. All initial proposals must be received by the due date. Changes to proposals may include adjustments to project scope, project budget, project time line and/or other elements of the proposal. Any changes to initial proposals must be approved by DEAO and the applicant and the resultant Final CWRAR Proposal will become an attachment to the Grant Contract.

General Requirements:

General requirements for all applicants:

- Certification regarding usage of NC Solid Waste Disposal Tax proceeds: Disposal tax proceeds are distributed to eligible local governments on a quarterly basis by the Department of Revenue. According to GS 150-187.63 these funds must be used by a city or county solely for solid waste management programs and services. Any applicant applying for a Community Waste Reduction and Recycling Grant must certify in writing that all disposal tax proceeds are used only for the purpose of providing solid waste and recycling services. In addition to this written certification, applicants must describe how disposal funds are utilized.
- Community Waste Reduction and Recycling Grants will not be awarded to applicants that do not have recycling services available at their government buildings. As part of the grant proposal all applicants must indicate that employees in the key government buildings operated by the applicant have reasonable access to recycling services and are able and encouraged to recycle materials generated in the course of business.

Special Requirements:

- Requirements for applicants seeking funding for **public school recycling projects**: As stated earlier, counties, municipalities, councils of governments and solid waste authorities in North Carolina are eligible to apply for funding. Proposals seeking funding for public school recycling projects must come from one of these entities. Public school systems and or individual schools may not apply directly. Applicants seeking funding for **public school recycling projects** must answer the following supplemental questions. The purpose of these supplemental questions is to ensure that all necessary program elements are addressed, and to help demonstrate the project planning. This is a competitive grant program and projects that institute or expand a school-system wide recycling program will compete better than projects that only serve individual schools. Eligible grants include applying for equipment (such as bins and roll carts) and education materials. As with other CWRAR projects, administrative expenses (staff salaries and contract collection costs) are not eligible for grant funding nor can they be used as matching funds. Please contact Rachel Eckert at 919-707-8132 (rachel.eckert@ncdenr.gov) or Heather Cashwell at 919-707-8127 (heather.cashwell@ncdenr.gov) for more information.
 - School Recycling Supplemental Questions:
 - Provide a description of any existing school recycling program.
 - Will collection of recyclables be provided by the local government or will you contract for collection service?
 - Provide a list of the recyclables accepted by the program, and indicate how the materials are collected (single stream, dual stream, source separated)?
 - Where are the recyclables going after collection (who is your market)?
 - Where will recycling containers be placed: in classrooms, in cafeterias, hallways, on athletic fields, offices, library, copy room?
 - Who will be responsible for emptying containers (cleaning staff, teachers, students, student groups, etc)?
 - A recycling contact must be established at each school that is recycling as a result of this grant. Please provide a list of schools, contact person, and title. Designated contacts could be the facilities manager, head custodian, faculty coordinator of a leadership group, the principle, or an administrator.
 - Describe your plan for promoting recycling and educating staff and students about the program.
- Requirements for applicants seeking funding for **electronics recycling projects**: A county seeking grant funds related to electronics recycling must include information in its proposal on whether the county was eligible for funds distributed from the State's Electronics Management Program in February 2012. If a county was eligible for funds during the 2012 distribution, the grant proposal must specify how those funds will be spent. If a county did not make itself eligible for the 2012 distribution, then it will be required to update its comprehensive solid waste management plan and make itself eligible for Electronics Management Program funding on or before December 31, 2012 as a precondition of receipt of Community Waste Reduction and Recycling Grant funds.

Funding Period:

The applicant must expend funds within one year of contract execution unless the time is extended by written agreement between the applicant and the N.C. Department of Environment and Natural Resources. Extensions are possible but not guaranteed. It is anticipated that grant contracts will begin July 1, 2012 and end June 30, 2013. Any funds expended prior to the start of the contract will not be reimbursed.

Due Date:

Proposals **MUST** be received by DEAO by **5:00 p.m. on Friday, March 9, 2012**. Any proposals received after the deadline will not be considered.

Applicants must submit an electronic copy of their proposal by the submittal deadline, preferably in MS Word format. If electronic submission is not possible, the applicant may submit a single hard copy of their proposal (for detail on what is required in the proposal, see the section of this document titled "Required Proposal Format"). Receipt of all proposals will be acknowledged by e-mail or other correspondence.

Local governments requiring board approval should plan to procure that approval before the submittal deadline.

Other Obligations:

All applicants are strongly encouraged to visit the following web site to review the final reporting format: <http://p2pays.org/localgov/Financial.asp>. A link to the final report format can be found on the page. If you do not have internet access, please contact Rob Taylor at (919) 707-8139.

How to Submit Proposals:

One electronic copy of the proposal must be submitted. One double-sided hard copy may be submitted if an electronic submission is not feasible. Receipt of all acceptable proposals will be acknowledged by letter or e-mail. Submit electronic documents to rob.taylor@ncdenr.gov. Please submit electronic versions as Microsoft Word (preferred) or Adobe (PDF) attachments.

Hard copy proposals mailed to DEAO should be printed double-sided on at least 30 percent POST-CONSUMER CONTENT RECYCLED PAPER. All major office supply companies and copy companies provide 30 percent post-consumer content paper. Thirty percent post-consumer content paper is also available on state term contract. If you have trouble finding recycled paper, please contact Rachel Eckert for help – (919) 707-8132.

If a community is not able to submit an electronic proposal then hard copy proposals should be sent to:
**2012 COMMUNITY WASTE REDUCTION AND RECYCLING GRANT ROUND
ATTENTION: ROB TAYLOR
DIVISION OF ENVIRONMENTAL ASSISTANCE AND OUTREACH
1639 MAIL SERVICE CENTER
RALEIGH, NC 27699-1639**

For hand-delivery of proposals, the physical address is:
217 W. Jones Street, Raleigh NC, 27603, Room 1307-N

If delivering proposals by hand, please register with the front desk to obtain a visitors pass and to receive directions to DEAO's offices.

Proposals must be received by 5:00 p.m. on Friday, March 9, 2012. Proposals postmarked but not received by 5:00 p.m. on March 9, 2012 will not be accepted.

Required Proposal Format:

The following list describes what applicants must include in their proposal for their application to be considered complete. Proposals that fail to provide all the required information will be deemed inadequate and not considered for funding:

- **Project Title**
- **Applicant Contact Information:** to include the following:
 - ✓ Name and title of main contact
 - ✓ Organization
 - ✓ Address
 - ✓ Phone number
 - ✓ Fax number
 - ✓ E-mail address
- **Date of Proposal Submittal:** this must be the date of submission of proposal to DEAO
- **General Requirements:** (see section on General Requirements for more information)
 - ✓ Written statement certifying that NC Solid Waste Disposal Tax Proceeds are used only for solid waste management purposes, and a description of how proceeds are used.
 - ✓ Written statement indicating that the applicant has recycling services available at the key government buildings.
- **Project Description:** Detailed Description of Proposed Grant Project
- **Special Requirements:** Proposal must include required information if applicable. See section on Special Requirements above for more information.
- **Project Timeline:** Bulleted list showing project milestones and general implementation dates. (note: project must be complete in one year).
- **Project Budget:** to include the following:
 - ✓ Itemized intended expenditures
 - ✓ Funds requested from the state
 - ✓ Matching funds from the applicant
 - ✓ Please submit your budget in a table following the example below:

Sample Project Budget	State Grant Award	Applicant Cash Match	Project Total
Recycling Carts for County Office Buildings (50 units @ \$45 each)	\$ 1,875	\$ 375	\$ 2,250
Labels for Carts and Signs for Recycling Stations	\$ 343	\$ 69	\$ 412
Program Brochures (Design and Printing)	\$ 161	\$ 32	\$ 193
Total	\$ 2,379	\$ 476	\$ 2,855

Grant Selection Process:

Through a blind vote process, a selection committee will use the pre-established criteria below to rank proposals and make award decisions. The review process is expected to be completed and preliminary award announcements made during April, 2012. Applicants are encouraged to consider the award criteria as they develop their grant proposals. A total of 86 points is available.

Award Criteria:

1. **Innovation / Creativity (0-15 points):** Is the project innovative? Does the project set a strong example for other communities to replicate?
2. **Planning (0-20 points):** Is the proposal well thought-out, well-researched and backed by valid facts and assumptions? Will the proposal have a significant impact for its category?
3. **Sustainability / Commitment (0-15 points):** Will the project be ongoing and sustained in subsequent annual budgets? Does it have the support of the governing body?

4. **Impact on the Waste Stream (0-10 points):** Will the project contribute substantially toward reduction of the local waste stream?
5. **Efficiency (0-10 points):** Will the project improve the efficiency or cost-effectiveness of the local waste reduction program?
6. **Joint Effort (0 or 6 points):** Individual party proposals receive zero points; multi-party proposals (involving cash match from all participants) receive six points.
7. **Preferred Sector or Commodity★ (0-10 points):** To what extent does the project serve a targeted sector such as multifamily housing units or businesses, to what extent does the project expand access to away-from-home recycling, or to what extent does the project divert a targeted commodity such as C&D asphalt shingles or food waste?

If Your Proposal is Selected for Funding:

DEAO anticipates that applicants selected for funding will be notified by April 29, 2012. DEAO will notify the applicant with a formal offer by e-mail. The applicant must accept or decline the offer. The following will occur once the offer is accepted.

- DEAO will conduct a compliance review with the Division of Waste Management (this may occur before offer is accepted).
- Where appropriate, the applicant must (within 15 business days after notification) submit a revised project description and budget signed by an authorized representative reflecting the accepted offer. Applicants who fail meet this requirement will not be awarded funding.
- Successful applicants will be required to provide their federal tax ID number.
- Successful applicants will also be required to register with the state's e-procurement system using the same address provided in the applicant's proposal. To register in the state's e-procurement system please visit the following link: <http://eprocurement.nc.gov/>.
- DEAO will submit a request through the DENR contract processing system for a grant contract.

NOTE: Successful applicants that make purchases before a grant contract is signed by both DENR and the grant recipient will not be reimbursed.

Other General Terms and Conditions:

All grantees are subject to the following terms and conditions. Most of these terms and conditions will be outlined in the grant contract.

- **Publications** – all documents and publications associated with a grant contract should be printed on recycled paper containing at least 30 percent post-consumer content.
- **Cash match** – grantees are required to provide cash match of at least of 20 percent of the grant award.
- **Final reports** – a draft final report is required to be submitted to DEAO by 30 days prior to the contract end date and a final report is required to be submitted by the contract end date. Final reports and drafts should be submitted electronically. If necessary to submit hard copy, all hard copies submitted should be double-sided and on recycled paper as stated above. Final reports for government grantees will follow a standard format provided by DEAO.
- **Extensions** – no-cost time extensions are possible but not guaranteed for grant contracts. Grantees seeking no-cost time extensions must submit a request for a time extension 60 days prior to the contract end date. The request for extension must indicate how long the grantee is seeking to extend the project and the reason that the extension is being requested (i.e., why the project cannot be completed on-time). Any request for an extension must include a new timeline of project milestones and payments, as well as a new budget (if budget changes are also being requested).

- **Reimbursement** – distribution of DEAO grant funds is on a reimbursement basis. Requests for reimbursement must be submitted on letterhead, must include proof that the funds were spent, and must have the term “invoice” clearly stated on the request.
- **Final 10 Percent of Funds** – DEAO will continue to reimburse grantees until 90 percent of the award amount has been expended. The final 10 percent will be held until an acceptable final report has been received by DEAO. The report must be received and approved prior to the end date of the contract. All final requests for reimbursement must be received within 45 days of the contract end-date or all remaining grant funds will be forfeit.

A Final Word on Grant Writing:

Proposals often receive low scores because applicants fail to follow instructions, leading to uncertainty about the project goals and intended results. The clearer the details are, the fewer questions a reviewer will have about the validity/feasibility of a proposal. Applicants also stand a better chance of success if they adhere to the required components of a proposal and if they carefully review the grant award criteria in their proposal.



Haywood County Solid Waste

278 Recycle Rd
Clyde, NC 28721
Telephone: (828) 627-8042
Fax: (828) 627-8187
sking@haywoodnc.net

Stephen King
Director

Eddy Current Separator for Recycling Pick Line

Stephen King, Director
Haywood County Solid Waste Management
278 Recycle Road, Clyde, NC 28721
828-627-8042
828-627-8137 fax
sking@haywoodnc.net

March 9, 2012

General Requirements

Haywood County Solid Waste Management is an enterprise fund department within Haywood County Government. All revenues received from the NC Solid Waste Disposal Tax quarterly distribution are posted to an account solely for use in the Solid Waste Department. Per GS 150-187.63 these funds are used solely for solid waste management programs and services.

Haywood County provides recycling services including material pickup within county owned buildings and employees are encouraged to recycle.

Description of proposed Grant Project

Haywood County Solid Waste is looking into automation of the current pick line system to accommodate the current volume of recyclables that is accepted at our facility. By making the facility more productive the county can keep up with the current volume and allow for anticipated increased volumes. The proposal is to buy an Eddy Current Separator for the facility in order to sort aluminum from comingled material more effectively and efficiently. Attached is a quote for equipment similar to what Haywood County anticipates purchasing. We will be using the formal Request for Proposals guidelines to finalize the equipment purchase.

Special Requirements

Not applicable

Project Milestones and General Implementation Dates

- November 15, 2012 - Advertise for bids for purchase of Eddy Current Separator system
- May 15, 2013 - Complete purchase and installation of Eddy Current Separator system and begin use of the equipment.
- June 30, 2013 – Prepare and submit final report to State.

Note: If installation is completed sooner than listed above, reports will be submitted as soon as the project is completed.

Project Budget

Project Budget	State Grant Award	Haywood Co. Cash Match	Project Total
One (1) Eddy Current Separator	\$15,000	\$75,900	\$ 90,900.00
Total Project	\$15,000	\$75,900	\$ 90,900.00