



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: July 5, 2016

FROM: DBF

MEETING DATE REQUESTED: July 18, 2016

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

SUBJECT: Recycling Carts for the Town of Maggie Valley and Recycling Bins for the County

REQUEST: Haywood County Solid Waste wrote a grant to the NC Department of Environmental Quality Solid Waste Section/Recycling to acquire carts and bins for recycling for the County and Maggie Valley residents.

BACKGROUND: On several occasions in 2015, the County has had to temporarily stop sending material to the processor due to issues with their machines breaking down due to plastic bags getting caught in the machines. The County has had to landfill over 210 tons of residual from the processor. The company has requested the County seek ways to eliminate plastic bags from the recyclables.

In an attempt to improve the quantity and quality of the recyclables collected and managed within Haywood County, the county is seeking Community Waste Reduction and Recycling Grant funding to both promote proper recycling and to assist several of the communities within the county in transitioning away from collecting recyclables in plastic bags. The elimination of the "blue bags" and the implementation of cart-based curbside recycling will go a long way towards improving the quality of materials recovered in our community.

Haywood County wants to rededicate efforts to improve recycling especially SSR. Haywood County is proposing to increase signage at the 11 collection sites and include messaging through the town's quarterly newsletter. Grant funding will be used for signs and other education and outreach materials to promote proper recycling and to reduce contamination.

Maggie Valley is an incorporated municipality with about 900 residents with seasonal increases in population due to tourism with weekly curbside for waste and recyclables. The service provider has agreed to be a pilot program for curbside recycling pickup using blue recycling carts. A total of 1,100 carts will be purchased at a cost of \$47.50 per cart for a total of \$52,250.00 based on the price at the time of purchase. The County will pay \$16.00 per cart through grant funds and the Town of Maggie Valley will reimburse the difference.

The rolling carts will be easy to maneuver to the curb. The service provider already has a tipper installed on the collection truck.

The County will purchase 500 18-gallon bins for seven of the ten convenience centers for a base cost of \$3,500.00. These bins are small enough for homeowners to move between the home and to the convenience center. The limited amount of bins will enable the County to reward our citizens for their efforts.

When the carts and bins are distributed they will include a brochure with updated information about acceptable materials and proper recycling techniques. Haywood County will work with the town of Maggie Valley and the recycling service provider to develop and distribute this information. In addition, the County will seek assistance from the Division of Environmental Assistance and Customer Service to ensure that best management practices are used when designing this material. We will ensure that all carts and bins are utilized for both the county and town

IMPLEMENTATION PLAN: County Solid Waste will order and work with the Town of Maggie Valley to deploy the carts for their residents

FINANCIAL IMPACT STATEMENT: Cost of the grant has been budgeted.

SUPPORTING ATTACHMENTS: YES NO HOW MANY?

LIST: _____

If yes, one ORIGINAL ATTACHMENT, and 14 copies, copied front and back side of pages, stapled and three-hole punched must accompany the agenda request

PowerPoint Presentation: YES NO

PERSON MAKING PRESENTATION AT MEETING: David B Francis
TITLE: Solid Waste Administrator
PHONE NUMBER: _____
E-MAIL: _____

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.

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, 2016**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY**, (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. 6926
- (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)
- (5) Certification of Eligibility Under the Iran Divestment Act (Attachment D)

These documents collectively 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, 2016** and shall terminate on **June 30, 2017**.

4. Project Period: The Grantee shall begin the project on **July 1, 2016**. The Grantee shall undertake and complete the project in a sequence that assures expeditious completion in light of the purposes of this agreement. Grantee shall complete the project on **June 30, 2017**.

5. Grantee's Duties: The Grantee shall complete the project as described in Attachment C, Proposed Grant Project – CWRAR – Bag Reduction, and in accordance with the approved budget in Attachment C, as well as meeting the Other General Terms and Conditions of the Agency's Division of Environmental Assistance and Customer Service's 2016 Community Waste Reduction and Recycling Grants Request for Proposals (Attachment B).

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 **TWENTY THOUSAND DOLLARS (\$20,000.00)**.

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Appropriations	North Carolina General Assembly	N/A

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$20,000.00	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	\$
	Other / Specify:	\$

- c. The Grantee's matching requirement is **\$38,250.00**, which shall consist of:

	In-Kind	\$
X	Cash	\$38,250.00
	Cash and In-Kind	\$
	Other / Specify:	\$

- d. The Grantee has committed to an additional **\$0** to complete the project as described in Attachment C.

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

The total contract amount is **\$58,250.00**.

7. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Contract.
8. **Grantee's Fiscal Year:** The Grantee's Fiscal Year is from July 1 through June 30.
9. **Reporting Requirements:** Pursuant to 09 NCAC Subchapter 03M, a Grantee that receives State funds shall maintain, for inspection by the Office of the State Auditor, reports and accountings that support the allowable expenditure of State funds. The Grantee shall also abide by the following reporting thresholds: (1) a Grantee receiving less than \$25,000 shall also include a certification and accounting, completed by the Grantee Board, stating that the funds were received and used for the purpose in which they were granted; (2) a Grantee receiving between \$25,000 to \$500,000 shall also include a certification of, accounting and description, completed by the Grantee Board, stating that the funds were received and used for the purpose in which they were granted; (3) a Grantee receiving greater than \$500,000 shall include a certification and description, completed by the Grantee Board, stating that the funds were received and used for the purpose in which they were granted, and an audit prepared by a licensed Certified Public Accountant. 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.

10. Payment Provisions: The Agency shall reimburse 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. Allowable expenditures are defined as expenditures associated with work performed to meet the milestones for a specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in Attachment C.

11. Invoices: The Grantee shall submit invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within forty-five (45) days following the end of the contract period.

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

12. Contract Administrators: All notices permitted or required to be given by one party to the other, and all other questions about the Contract shall be addressed and delivered to Party's Contract Administrator. The post office address, street address, telephone number, fax number, and email address of the Party's initial Contract Administrator is set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator, 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:
Robert Taylor NC Department of Environmental Quality, Division of Environmental Assistance and Customer Service 1639 Mail Service Center Raleigh NC 27699-1639 Telephone: (919) 707-8139 Email: rob.taylor@ncdenr.gov

Grantee Contract Administrator:	Grantee Principal Investigator or Key Personnel
David Francis, Tax and Solid Waste Administrator Haywood County 215 N Main Street Waynesville NC 28786 Telephone: (828) 452-6625 Fax: (828) 452-6715 Email: dbfrancis@haywoodnc.net	David Francis, Tax and Solid Waste Administrator Haywood County 215 N Main Street Waynesville NC 28786 Telephone: (828) 452-6625 Fax: (828) 452-6715 Email: dbfrancis@haywoodnc.net

13. 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 written approval by the Agency Contract Administrator.

14. 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 Grant 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.

- 15. Grantee's 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 ensure that account balance is solvent and reconcile the account monthly.
- 16. 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.
- 17. E-Verify:** As required by G.S. §143-48.5 (Session Law 2013-418), the Grantee certifies that it, and each of its subcontractors for any contract awarded as a result of this solicitation, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.
- 18. Public Records Act: Public Records Act:** Records created or kept in connection with this Contract shall be governed in accordance with G.S. 132-1 et seq. (North Carolina "Public Records Act"). The Grantee shall ensure that all of its employees, agents, subcontractors, and affiliates performing under this Contract adhere to Public Records Act throughout the entire term of Contract. Each party shall be solely responsible for properly identifying any document(s) containing "CONFIDENTIAL" information. Anything that qualifies as a "TRADE SECRET" under State law must be designated as "CONFIDENTIAL". All "CONFIDENTIAL" documents shall be properly identified by conspicuously marking it "CONFIDENTIAL" at the top and bottom of each page. Any document(s) not properly identified as CONFIDENTIAL, prior to its release to the Agency, shall be deemed a public record.
- 19. Records Retention:** Records created or kept in connection with this Contract shall be maintained in accordance with the applicable retention policies of the Agency and State, and shall not be destroyed, purged or disposed of without the express written consent of the Agency. If any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract is initiated prior to expiration of the applicable retention period, the records must be retained until completion of the action and resolution of all issues arising therefrom, or until the end of the applicable retention period, whichever is later.
- 20. 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 its 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 statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (e) Notifying the agency within ten (10) 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 thirty (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.

21. 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 is retained by the Agency, the day and year first above written.

HAYWOOD COUNTY

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

Donald R. van der Vaart, Secretary

By _____
Grantee's Signature

By _____
Department Head's Signature or Authorized Agent

Typed / Printed Name

Tommy Kirby, Purchasing Director
Type / Printed Name and Title

Title

Financial Services Division
Division/Section

ORIGINAL

**General Terms and Conditions
Governmental Entities**

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. 143C-6-23(a)(2): 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. 143C-1-1(d)(18): 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. 159-7(10): 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, (ii) is not subject of the State Budget Act, and (iii) 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. 143C-6-23(a)(1), 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. 143C-6-23(a)(4): 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. 159-7(b)(15): 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 inures 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.

Insurance: During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

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, 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 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 Environmental Quality 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 it 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 six (6) 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 six (6) 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 six (6) 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 six (6) 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 six (6) 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.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

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.

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, Natural and Cultural Resources, Environmental Quality, 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) anticipate 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."

2016 Community Waste Reduction and Recycling Grants

REQUEST FOR PROPOSALS
N.C. Department of Environmental Quality
Division of Environmental Assistance and Customer Service

The purpose of this grant program is to assist local governments with the implementation, expansion, and improvement of waste reduction and recycling programs in North Carolina. The Division of Environmental Assistance and Customer Service (DEACS) administers the Community Waste Reduction and Recycling Grant program through the Solid Waste Management Outreach Program.

With the release of this Request for Proposals (RFP), DEACS is seeking proposals that request grant funding to 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 DEACS by 5:00 p.m. on Friday, February 12, 2016.** Please address any questions about this grant program to Rob Taylor at (919) 707-8139, rob.taylor@ncdenr.gov.

Community Waste Reduction and Recycling Grant Program Parameters and Ideas:

The 2016 Community Waste Reduction and Recycling (CWRAR) Grant Program seeks to fund projects that help communities build lasting capacity to divert materials from the waste stream and / or increase public awareness of waste reduction and recycling. There are two categories of CWRAR Grants: Standard Project Grants and Priority Project Grants. Different levels of grant funding are available for Standard Project Grants and Priority Project Grants. See the Available Funding section of this document for more information.

Standard Project Grants:

Standard Project Grants support a wide range of projects that increase and / or enhance public waste reduction and recycling. The following list provides examples of Standard Projects that are welcomed:

- Projects that demonstrate the 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 increase the diversion of materials that are banned from disposal in North Carolina;
- Projects that increase the collection and diversion of special and / or hazardous wastes from disposal;
- Projects that implement education and outreach efforts that will grow public awareness about waste reduction and recycling services;
- Projects that implement or expand public school recycling programs. If seeking funding for public school recycling, please see additional provisions for public school recycling projects in the Special Requirements section of this document;
- Projects that increase the efficiency or effectiveness of public electronics recycling programs. If seeking funding for electronics recycling, please see additional provisions for electronics recycling projects in the Special Requirements section of this document.

Priority Project Grants:

Priority Project Grants support investments in public recycling program elements that have been determined to be of particular importance to growing and expanding efficient and effective waste reduction and recycling services throughout North Carolina. Proposals that seek funding for the following Priority Projects are strongly encouraged:

- ★ Projects that create or expand away-from-home recycling opportunities such as recycling infrastructure for parks, sports fields, streetscape / pedestrian recycling, and / or recycling at public venues. If seeking funding for away-from-home recycling, please see additional provisions for away-from-home recycling projects in the Special Requirements section of this document;
- ★ Projects that implement or expand multifamily and / or commercial recycling service;
- ★ Projects that implement or expand Construction and Demolition recycling efforts such as asphalt shingle recycling or carpet recycling;
- ★ Projects that implement or support Hub and Spoke Recycling Systems that consolidate commingled recyclable materials for bulk transfer to a Materials Recovery Facility (MRF);
- ★ Projects that implement or expand recycling programs to collect and manage food waste from residential or commercial sources.

Grant funds **may not** be used for contracted collection costs or for employee salaries. See the Grant Project Planning section of this document for more information on the types of program elements that are eligible for grant funding. Please contact Rob Taylor at (919) 707-8139 or rob.taylor@ncdenr.gov for more information or to discuss your project ideas.

Available Funding and Cash Match Requirement:

Grant Award Amounts:

- **Standard Project:** Applicants are eligible for a Standard Project grant award of up to **\$20,000**.
- **Priority Project:** Applicants are eligible for a Priority Project grant award of up to **\$30,000**.

Required Cash Match: Standard Project and Priority Project grant winners must provide a cash match equal to or exceeding 20 percent of the requested grant funding. For example, a grantee under this program requesting \$20,000 in grant funding from DEACS must show a minimum expenditure of \$4,000 of local funds on the project. To meet the cash match requirement, a minimum of one (1) local dollar must be spent for every five (5) dollars of grant funding awarded.

Calculating Cash Match: To determine the necessary cash match for any grant project, first determine the total project budget then use the following equation: total project budget ÷ 6 = required cash match. The difference between the total project budget and the required cash match equals the maximum possible grant award.

Distributions from the \$2 per ton Solid Waste Disposal Tax may be used to cover cash match requirements. In-kind contributions will not be accepted in lieu of cash match.

The annual CWRAR Grant cycle typically receives funding requests that exceed available funds. However, it is a priority for DEACS to support as many projects as possible. After close examination of the requested funding and subject to agreement with the applicant, DEACS may award grant amounts lower than the original request. For any amount awarded, grantees must still provide the required cash match.

Grant Project Planning:

Available funding is limited and it is anticipated that the 2016 CWRAR Grant Round will be highly competitive. For this reason it is important that your project be well thought out and well planned, and that you follow the instructions in this RFP and provide all information as outlined in the section addressing Required Proposal Format. Proposals that seek grant funds for the replacement of existing equipment will be scored substantially lower than projects that implement new recycling services or projects that expand existing recycling services.

Examples of **approved uses** of CWRAR Grant funds include site development costs, construction of facilities to handle recyclable materials, equipment purchases, equipment installation costs, key recycling

program components, public awareness programs and materials that support public education such as signs or brochures.

Examples of activities for which CWRAR Grant funds **MAY NOT** be used include employee salaries, land acquisition costs, administrative expenses such as overhead costs, studies or work performed by consultants, contracted collection costs or payment for recycling services such as household hazardous waste events.

Please consider contacting a DEACS Local Government Assistance Team staff member to discuss your grant project prior to submitting your proposal. Local Government Team members are available to provide technical assistance and advice on grant projects. A listing of team member contact information and areas of individual expertise is available on this web site: <http://portal.ncdenr.org/web/deao/recycling/localgov>.

Eligible Entities:

- Counties, municipalities, councils of governments and solid waste authorities in North Carolina are eligible to apply for funding from the CWRAR Grant Program.
- Counties, municipalities, councils of governments and / or solid waste authorities with an **open 2015 CWRAR Grant contract** must have invoiced for 90% of their grant funds by the proposal due-date to be eligible for grant funding during this grant cycle. Applicants that have completed and closed previous CWRAR Grant projects may submit another proposal under this grant round. Proposals will not be accepted from applicants with an open CWRAR Grant from cycles prior to 2015.
- 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 Recycling Business Development Grants, please contact Wendy Worley at (919) 707-8136 or wendy.worley@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.** Grant proposals may combine funding requests for multiple types of projects into one proposal. For example, a grant proposal seeking funding for away-from-home recycling receptacles plus an investment in some other public recycling program element unrelated to away-from-home recycling would be considered. If combining different grant project elements into one proposal, the available funding limits still apply and total request may not exceed the grant award amounts noted in the Available Funding section of this document.
- Multi-party initiatives (such as joint projects by two or more local governments where each local government contributes towards project funding) are strongly encouraged. Any group participating in a regional or multi-party project proposal may not submit additional proposals.
- All applicants selected for funding will undergo a compliance review to ensure that they do not have an outstanding Notice of Violation (NOV) related to North Carolina solid waste statutes and rules. Outstanding NOV's must be corrected to the satisfaction of the N.C. Division of Waste Management (DWM) prior to any grant being awarded. Applicants with outstanding NOV's are responsible for providing DEACS with information from DWM indicating that the community is in compliance and that the NOV's have been corrected before a grant contract can be initiated.
- Applications will not be accepted from local governments that have not submitted the required Solid Waste and Materials Management Annual Report for the most recent fiscal year.

- As a condition of grant award DEACS may work with applicants to revise initially submitted proposals before entering into a grant contract. 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 DEACS 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: Solid Waste Disposal Tax proceeds are distributed to eligible local governments on a quarterly basis by the Department of Revenue. According to § 105-187.63, these funds must be used by a city or county solely for solid waste management programs and services. CWRAR Grant applicants 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 tax funds are utilized.
- Public Building Recycling Services: CWRAR Grants will not be awarded to applicants that do not have recycling services for cans, bottles and paper 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. Please include a list of the materials collected for recycling at these facilities.
- Mercury Product Recycling: § 130A-310.60 requires that any public agency using state funds for the construction or operation of public buildings shall establish a program for the collection and recycling of all spent fluorescent lights and thermostats that contain mercury generated in public buildings. As part of the grant proposal, all applicants must indicate that they have a program in place for the collection of fluorescent lights and mercury thermostats from their public buildings. If the applicant does not have a program in place for the collection of these materials, then as a precondition of any grant award the applicant must initiate such services. For more information about these requirements and / or for assistance implementing a mercury products recycling program please contact Joseph Fitzpatrick at 919-707-8121, joseph.fitzpatrick@ncdenr.gov.

Special Requirements:

Applicants seeking funding for public school recycling, away-from-home recycling or electronics recycling **MUST** address the indicated Special Requirement(s) in their submitted proposal.

- **Public School Recycling Projects:** As stated in the section addressing Eligible Entities, only counties, municipalities, councils of governments and solid waste authorities in North Carolina are eligible to apply for CWRAR Grant 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 supplemental questions below to ensure that all necessary program elements are addressed, and to help demonstrate 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 grant projects may seek funding for equipment (such as bins and roll carts) and / or 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 Heather Cashwell at 919-707-8127, heather.cashwell@ncdenr.gov for information or assistance with public school recycling projects.

School Recycling Supplemental Questions:

- Provide a description of any existing school recycling program(s).

- Indicate whether collection of recyclables will be provided by the local government or through a contracted collection service provider.
 - 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 (classrooms, cafeterias, hallways, athletic fields, administrative offices, library, copy rooms, etc.)?
 - 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. Examples of designated contacts might include the facility manager, head custodian, the faculty coordinator of a leadership group or club, the principle, or an administrator.
 - Describe your plan for promoting recycling and educating staff and students about the program.
- **Electronics Recycling Projects**: Any community seeking grant funds related to an electronics recycling related project must indicate in their proposal whether the local government has ever received funds distributed from the State's Electronics Management Program. For more information on eligibility for Electronics Management Program Funds see this web site: <http://portal.ncdenr.org/web/wm/sw/electronics/localgov>. If the local government has received Electronics Management Fund distributions, then the applicant must include information in its proposal about how those funds have been used in the past and on how the community intends to use the funds that will be distributed in February 2016 and February 2017.

Successful **county** applicants seeking grant funds to support an electronics recycling related project that **have not** previously been eligible for distributions from the State's Electronics Management Program will be required to become eligible for Electronics Management Funds on or before December 31, 2016 as a precondition of receipt of CWRAR Grant funds.

Successful **municipal** applicants seeking grant funds to support an electronics recycling related project that **have not** previously been eligible for distributions from the State's Electronics Management Program must decide whether or not to make themselves eligible for Electronics Management Funds prior to the December 31, 2016 eligibility deadline. This decision should be made in consultation with the county and should be based on how the distribution of funds can best serve the advancement electronics recycling the community. If it is determined that the municipality should seek Electronics Management Funds, the municipality should take action to become eligible for funds on or before December 31, 2016.

- **Away-From-Home Recycling Projects**: Grant funds can only be used for recycling related purchases and cannot be used to pay for the purchase of away-from-home receptacles for the collection of waste (garbage). If a proposal includes the purchase of away-from-home receptacles that collect BOTH waste and recyclables then the standard matching fund requirement will be adjusted so that the applicant (grantee) covers the full cost of the waste portion of the container with their matching funds. For example, if a community seeks to purchase a combo waste / recycling station that has one slot for garbage and one for recyclables and the receptacle costs \$1,000 then the applicant will be expected to provide a match equal to one half of the purchase price or \$500. If seeking funding for an away-from-home recycling project then please indicate in the Special Requirements section of the proposal whether any of the equipment to be purchased will be used to collect waste materials that are intended to be disposed of in a landfill.

In addition, applicants for away-from-home related grant projects are strongly encouraged to specify which particular recycling receptacles are being considered for purchase as a part of their proposal. For assistance with and guidance on the selection of recycling receptacles please contact Heather Cashwell at 919-707-8127 or heather.cashwell@ncdenr.gov.

Funding Period:

Grantees must expend funds within one year of contract execution unless the grant contract term is extended by written agreement between the applicant and the N.C. Department of Environmental Quality (DEQ). Extensions are possible but not guaranteed. It is anticipated that grant contracts resulting from this grant cycle will begin on July 1, 2016 and end on June 30, 2017. **Any funds expended prior to the start of the contract will not be reimbursed.**

Due Date:

Proposals **MUST** be received by DEACS by **5:00 p.m. on Friday, February 12, 2016**. Any proposals received after the deadline will not be considered.

Local governments requiring board approval to apply for grant funds should plan to procure that approval before the submittal deadline.

How to Submit Proposals:

One electronic copy of the proposal must be submitted. Receipt of all acceptable proposals will be acknowledged by e-mail. Submit electronic documents to rob.taylor@ncdenr.gov. Please submit electronic versions as Microsoft Word (preferred) or Adobe (PDF) files. If submittal of an electronic version of your proposal presents a hardship, please contact Rob Taylor to discuss submittal options.

Proposals must be received by 5:00 p.m. on Friday, February 12, 2016. Proposals not received by 5:00 p.m. on Friday, February 12, 2016 will not be accepted.

Required Proposal Format:

The following outline indicates what applicants **must** include in their proposal for their application to be considered complete. Proposals that fail to provide all of the required information or that fail to follow the following format will be deemed inadequate and may not be 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 DEACS
- **General Requirements:** (see section on General Requirements for more information)
 - ✓ Written statement certifying that 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 collecting cans, bottles and paper available at the key government buildings and a list of materials collected.
 - ✓ Written statement indicating that the applicant has established a program for the collection and recycling of fluorescent lights and mercury containing thermostats from public buildings owned by the applicant.

~ continued on next page ~

- **Project Description:** Please include the following information in your project description:
 - ✓ Description and quantities of items to be purchased with grant funds;
 - ✓ Description of the anticipated life of service for the items or materials to be purchased with grant funds (estimate how long the project will continue to serve the community);
 - ✓ An estimate of the number of households or businesses that will be impacted by or have access to the recycling services associated with the proposed project;
 - ✓ An estimate of the waste reduction impact of the proposed project; and
 - ✓ A description of whether the grant project will create a new service, enhance or expand an existing service, or support an existing recycling service without expanding that service.
- **Special Requirements:** Proposals for school recycling, electronics recycling or away-from-home recycling must include additional information as stipulated in the Special Requirements section. See Special Requirements on pages 4 - 6 for more information.
- **Project Timeline:** Bulleted list showing project milestones and general implementation dates. Timeline must begin on or after July 1, 2016 and project must be complete by June 30, 2017.
- **Project Budget:** to include the following:
 - ✓ Itemized list of intended expenditures and estimated costs;
 - ✓ Amount of funds requested from the state and amount of matching funds to be provided by the applicant (see Cash Match Requirements);
 - ✓ If the grant project is not a Priority Project Grant, the state grant award cannot exceed \$20,000;
 - ✓ Please submit your budget in a table following the example shown below:

Sample Project Budget	State Grant Award	Applicant Cash Match	Project Total
Recycling Carts for Commercial Recycling Program (100 carts @ \$55 each)	\$ 4,583	\$ 917	\$ 5,500
Labels for Carts and Signs for Recycling Sites	\$ 343	\$ 69	\$ 412
Program Brochures (Design and Printing)	\$ 209	\$ 41	\$ 250
Total	\$ 5,135	\$ 1,027	\$ 6,162

* Note about Project Budgets: state and local sales taxes **are not** reimbursable expenditures and should not be included as part of grant budgets.

Grant Selection Process:

Through a blind vote process, a selection committee will use the pre-established Award Criteria identified below to rank proposals and make award decisions. The review process is expected to be completed and preliminary award announcements made in April, 2016. Applicants are encouraged to consider the Award Criteria as they develop their grant proposals. A total of 100 points is available.

Award Criteria:

1. **Innovation / Creativity (0-5 points):** Is the project innovative? Does the project address a new waste stream or material, create a new recycling service, or take an approach not seen in North Carolina? Does the project set a strong example for other communities to replicate?
2. **Advancement of Public Recycling Service (0-10 points):** Does the project implement a new recycling service in the applicant community? Does the project bring a new aspect of recycling to an area or region of the state? Does the project implement a new program or service that is proven to be effective in another community or region of the state?
3. **Planning (0-20 points):** Did the Project Description include all necessary elements? Is the proposal well thought out, well researched and backed by valid facts and assumptions?
4. **Consistency with Best Management Practices (0-15 points):** Is the project consistent with recycling industry Best Management Practices (BMPs) and / or does the project involve the adoption

or expansion of an industry BMP? Recognized BMPs may include the collection of commingled materials, collection using carts, the use of compacting equipment for collection vehicles, and / or the use of equipment and / or practices proven to reduce contamination and maximize diversion in other communities.

5. **Impact on the Waste Stream (0-15 points):** Will the project contribute substantially toward reduction of the local waste stream or will it substantially increase tonnage recovered through recycling services?
6. **Efficiency / Cost-effectiveness (0-10 points):** Will the project improve the efficiency or cost-effectiveness of the local waste reduction program? Does the project increase the efficiency or effectiveness of an existing service? Does the project reduce the operating cost of a current recycling service or does it adopt practices proven to be cost effective in other communities?
7. **Sustainability / Commitment (0-10 points):** Will the project be ongoing and sustained in subsequent annual budgets? Does the project have the support of the governing body? Does the project make investments that will continue to serve the community for years to come?
8. **Joint Effort (0 or 5 points):** One party proposals will receive zero (0) points; multi-party proposals (involving cash match from all participants) will receive five (5) points.
9. **Priority Project★ (0-10 points):** Is the project seeking funding for a Priority Project Grant, and to what extent does the project support investments targeted in one of the Priority Project Grant categories?

If Your Proposal is Selected for Funding:

DEACS anticipates that applicants selected for funding will be notified by the end of April 2016. DEACS 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:

- DEACS will conduct a compliance review with the Division of Waste Management (this may occur before offer is accepted).
- When DEACS requires revisions to the initially submitted proposals as a condition of grant award, DEACS and the applicant must both agree on the revisions to the proposal and the applicant must approve any changes and accept the offered grant in writing. The Final Proposal will become an attachment to the grant contract. Applicants who fail meet this requirement will not be awarded funding.
- Successful applicants will 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/>.
- DEACS will submit a request through the DEQ contract processing system for a grant contract.

NOTE: Successful applicants that make purchases before a grant contract is signed by both DEQ 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 DEACS at least 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. All applicants are strongly encouraged to visit the following web site to review the final reporting format and guidelines:
<http://portal.ncdenr.org/web/deao/recycling/lg/financial-assistance>. If you do not have internet

access, please contact Rob Taylor at (919) 707-8139 to receive a copy of the Final Report Guidelines.

- **Extensions:** no-cost time extensions are possible but not guaranteed for grant contracts. Grantees seeking no-cost time extensions should submit a request for a time extension at least sixty (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 with revised project milestones as well as a new budget if budget changes are also being requested. DEACS reserves the right to decline any request for extension that is not initiated at least sixty (60) days prior to the contract end date.
- **Reimbursement:** distribution of DEACS grant funds is on a reimbursement basis. Requests for reimbursement can only be made after the grantee has spent funds on the grant project. Reimbursement requests must be submitted on letterhead, must include copies of invoices, and must include proof that the grantee has made payment. Proof of payment may include copies of canceled checks or other financial reports showing that funds were spent. **State and local sales taxes are not reimbursable, may not be counted towards expenditure requirements, and should be excluded from reimbursement requests.**
- **Final 10 Percent of Funds:** DEACS will continue to reimburse grantees until 90 percent of the award amount has been expended. The final 10 percent of grant funds will be held until an acceptable final report has been received by DEACS. The final 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 forfeited.

A Final Word on Grant Writing:

Proposals may receive low scores or even be rejected because applicants fail to follow the instructions outlined in this document. Applicants stand a better chance of success if they include all of the required components of a proposal and if they follow the Required Proposal Format. Project Descriptions should be clear, concise, and should demonstrate thoughtful planning. Poorly prepared proposals create uncertainty about the project goals and intended results. Clear details will provide grant proposal reviewers confidence about the validity and feasibility of a proposal. Applicants with questions are encouraged to contact DEACS for more information.

BOARD OF COMMISSIONERS

MANAGER

MARK S. SWANGER, CHAIRMAN
J. W. "KIRK" KIRKPATRICK, III, VICE CHAIRMAN
L. KEVIN ENSLEY
BILL L. UPTON
MICHAEL T. SORRELLS



IRA DOVE
COUNTY

DAVID B. FRANCIS
COUNTY ADMINISTRATOR

Proposed Grant Project – CWRAR – Bag Reduction

David Francis, Haywood County Tax and Solid Waste Administrator
215 N. Main Street
Waynesville, NC 28786
828-452-6625
828-452-6715
dbfrancis@haywoodnc.net

February 12, 2016

General Requirements:

Haywood County Solid Waste Management is a special revenue 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/schools and employees are encouraged to recycle.

Haywood County Facilities and Maintenance personnel collect fluorescent bulbs from county- owned buildings and deliver them to the Materials Recovery Facility (MRF). Once collected they are accumulated with fluorescent bulbs brought in by the general public. A processor, such as CleanLites Recycling, LLC, is then called to recycle the materials.

Project Description

Haywood County went to Single Stream Recycling (SSR) in July of 2014 and with any change comes challenges and opportunities.

Our County responded with a bit of trepidation from not sorting the paper and cardboard from the other material to the "all in" system. It also became a problem that citizens started throwing in non-recyclable materials including waste, which still continues to plague us.

On several occasions in 2015, the County has had to temporarily stop sending material to the processor due to issues with their machines breaking down due to plastic bags getting caught in the machines. The County has had to landfill over 210 tons of residual from the processor. The company has requested the County seek ways to eliminate plastic bags from the recyclables.

In an attempt to improve the quantity and quality of the recyclables collected and managed within Haywood County, the county is seeking Community Waste Reduction and Recycling Grant funding to both promote proper recycling and to assist several of the communities within the county in transitioning away from collecting recyclables in plastic bags. The elimination of the "blue bags" and the implementation of cart-based curbside recycling will go a long way towards improving the quality of materials recovered in our community.

Haywood County wants to rededicate efforts to improve recycling especially SSR. Haywood County is proposing to increase signage at the 11 collection sites and include messaging through the town's quarterly newsletter. Grant funding will be used for signs and other education and outreach materials to promote proper recycling and to reduce contamination.

Maggie Valley is an incorporated municipality with about 900 residents with seasonal increases in population due to tourism with weekly curbside for waste and recyclables. The service provider has agreed to be a pilot program for curbside recycling pickup using blue recycling carts. A total of 1,100 carts will be purchased at a cost of \$47.50 per cart for a total of \$52,250.00 based on the price at the time of purchase. Haywood County will facilitate the purchase of the carts by helping to manage the grant project, purchasing the carts with county funds and seeking reimbursement from Maggie Valley for the portion of the carts not paid for with grant funds.

The rolling carts will be easy to maneuver to the curb. The service provider already has a tipper installed on the collection truck.

The County will purchase 500 18-gallon bins for seven of the ten convenience centers for a base cost of \$3,500.00. These bins are small enough for homeowners to move between the home and to the convenience center. The limited amount of bins will enable the County to reward our citizens for their recycling efforts.

When the carts and bins are distributed they will include a brochure with updated information about acceptable materials and proper recycling techniques. Haywood County will work with the town of Maggie Valley and the recycling service provider to develop and distribute this information. In addition, the County will seek assistance from the Division of Environmental Assistance and Customer Service to ensure that best management practices are used when designing this material. We will ensure that all carts and bins are utilized for both the county and town.

Project Timeline

Upon grant approval, it should take approximately three months to get the carts and bins ordered and delivered to residents in the pilot area. Signage will be installed with or without grant funding. This should be completed within the same time frame as the container delivery to residents.

November 1, 2016: complete installation of recycling signs at convenience sites and the purchase and distribution of recycling bins and recycling outreach materials

June 30, 2017: prepare and submit final report to state

Project Budget

Project Budget	State Grant Award	Applicant Cash Match	Project Total
Recycling Carts for Residential pickup	\$20,000.00	\$32,250.00	\$52,250.00
Recycling Bins for Residential drop-off		\$3,500	\$3,500.00
Education and Outreach Materials		\$2,500.00	\$2,500.00
Project Totals	\$20,000.00	\$38,250.00	\$58,250.00

If the pilot program is successful, the County will work with the other municipalities and in the unincorporated areas to extend this program. This project with serving 1,600 homes weekly with a 15% non-participation rate would eliminate approximately 71,000 bags a year from the recycling and waste stream.

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: _____

By: _____
Signature Date

Printed Name Title

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer’s Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

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, 2016**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY**, (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. 6926
- (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)
- (5) Certification of Eligibility Under the Iran Divestment Act (Attachment D)

These documents collectively 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, 2016** and shall terminate on **June 30, 2017**.

4. Project Period: The Grantee shall begin the project on **July 1, 2016**. The Grantee shall undertake and complete the project in a sequence that assures expeditious completion in light of the purposes of this agreement. Grantee shall complete the project on **June 30, 2017**.

5. Grantee's Duties: The Grantee shall complete the project as described in Attachment C, Proposed Grant Project – CWRAR – Bag Reduction, and in accordance with the approved budget in Attachment C, as well as meeting the Other General Terms and Conditions of the Agency's Division of Environmental Assistance and Customer Service's 2016 Community Waste Reduction and Recycling Grants Request for Proposals (Attachment B).

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 **TWENTY THOUSAND DOLLARS (\$20,000.00)**.

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Appropriations	North Carolina General Assembly	N/A

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$20,000.00	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	\$
	Other / Specify:	\$

- c. The Grantee's matching requirement is **\$38,250.00**, which shall consist of:

	In-Kind	\$
X	Cash	\$38,250.00
	Cash and In-Kind	\$
	Other / Specify:	\$

- d. The Grantee has committed to an additional **\$0** to complete the project as described in Attachment C.

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

The total contract amount is **\$58,250.00**.

7. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Contract.
8. **Grantee's Fiscal Year:** The Grantee's Fiscal Year is from July 1 through June 30.
9. **Reporting Requirements:** Pursuant to 09 NCAC Subchapter 03M, a Grantee that receives State funds shall maintain, for inspection by the Office of the State Auditor, reports and accountings that support the allowable expenditure of State funds. The Grantee shall also abide by the following reporting thresholds: (1) a Grantee receiving less than \$25,000 shall also include a certification and accounting, completed by the Grantee Board, stating that the funds were received and used for the purpose in which they were granted; (2) a Grantee receiving between \$25,000 to \$500,000 shall also include a certification of, accounting and description, completed by the Grantee Board, stating that the funds were received and used for the purpose in which they were granted; (3) a Grantee receiving greater than \$500,000 shall include a certification and description, completed by the Grantee Board, stating that the funds were received and used for the purpose in which they were granted, and an audit prepared by a licensed Certified Public Accountant. 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.

10. Payment Provisions: The Agency shall reimburse 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. Allowable expenditures are defined as expenditures associated with work performed to meet the milestones for a specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in Attachment C.

11. Invoices: The Grantee shall submit invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within forty-five (45) days following the end of the contract period.

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

12. Contract Administrators: All notices permitted or required to be given by one party to the other, and all other questions about the Contract shall be addressed and delivered to Party's Contract Administrator. The post office address, street address, telephone number, fax number, and email address of the Party's initial Contract Administrator is set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator, 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:
Robert Taylor NC Department of Environmental Quality, Division of Environmental Assistance and Customer Service 1639 Mail Service Center Raleigh NC 27699-1639 Telephone: (919) 707-8139 Email: rob.taylor@ncdenr.gov

Grantee Contract Administrator:	Grantee Principal Investigator or Key Personnel
David Francis, Tax and Solid Waste Administrator Haywood County 215 N Main Street Waynesville NC 28786 Telephone: (828) 452-6625 Fax: (828) 452-6715 Email: dbfrancis@haywoodnc.net	David Francis, Tax and Solid Waste Administrator Haywood County 215 N Main Street Waynesville NC 28786 Telephone: (828) 452-6625 Fax: (828) 452-6715 Email: dbfrancis@haywoodnc.net

13. 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 written approval by the Agency Contract Administrator.

14. 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 Grant 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.

- 15. Grantee's 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 ensure that account balance is solvent and reconcile the account monthly.
- 16. 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.
- 17. E-Verify:** As required by G.S. §143-48.5 (Session Law 2013-418), the Grantee certifies that it, and each of its subcontractors for any contract awarded as a result of this solicitation, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.
- 18. Public Records Act: Public Records Act:** Records created or kept in connection with this Contract shall be governed in accordance with G.S. 132-1 et seq. (North Carolina "Public Records Act"). The Grantee shall ensure that all of its employees, agents, subcontractors, and affiliates performing under this Contract adhere to Public Records Act throughout the entire term of Contract. Each party shall be solely responsible for properly identifying any document(s) containing "CONFIDENTIAL" information. Anything that qualifies as a "TRADE SECRET" under State law must be designated as "CONFIDENTIAL". All "CONFIDENTIAL" documents shall be properly identified by conspicuously marking it "CONFIDENTIAL" at the top and bottom of each page. Any document(s) not properly identified as CONFIDENTIAL, prior to its release to the Agency, shall be deemed a public record.
- 19. Records Retention:** Records created or kept in connection with this Contract shall be maintained in accordance with the applicable retention policies of the Agency and State, and shall not be destroyed, purged or disposed of without the express written consent of the Agency. If any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract is initiated prior to expiration of the applicable retention period, the records must be retained until completion of the action and resolution of all issues arising therefrom, or until the end of the applicable retention period, whichever is later.
- 20. 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 its 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 statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (e) Notifying the agency within ten (10) 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 thirty (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.

21. 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 is retained by the Agency, the day and year first above written.

HAYWOOD COUNTY

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

Donald R. van der Vaart, Secretary

By _____
Grantee's Signature

By _____
Department Head's Signature or Authorized Agent

Typed / Printed Name

Tommy Kirby, Purchasing Director
Type / Printed Name and Title

Title

Financial Services Division
Division/Section

ORIGINAL

**General Terms and Conditions
Governmental Entities**

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. 143C-6-23(a)(2): 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. 143C-1-1(d)(18): 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. 159-7(10): 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, (ii) is not subject of the State Budget Act, and (iii) 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. 143C-6-23(a)(1), 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. 143C-6-23(a)(4): 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. 159-7(b)(15): 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 inures 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.

Insurance: During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

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, 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 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 Environmental Quality 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 it 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 six (6) 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 six (6) 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 six (6) 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 six (6) 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 six (6) 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.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

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.

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, Natural and Cultural Resources, Environmental Quality, 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) anticipate 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."

2016 Community Waste Reduction and Recycling Grants

REQUEST FOR PROPOSALS

N.C. Department of Environmental Quality
Division of Environmental Assistance and Customer Service

The purpose of this grant program is to assist local governments with the implementation, expansion, and improvement of waste reduction and recycling programs in North Carolina. The Division of Environmental Assistance and Customer Service (DEACS) administers the Community Waste Reduction and Recycling Grant program through the Solid Waste Management Outreach Program.

With the release of this Request for Proposals (RFP), DEACS is seeking proposals that request grant funding to 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 DEACS by 5:00 p.m. on Friday, February 12, 2016.** Please address any questions about this grant program to Rob Taylor at (919) 707-8139, rob.taylor@ncdenr.gov.

Community Waste Reduction and Recycling Grant Program Parameters and Ideas:

The 2016 Community Waste Reduction and Recycling (CWRAR) Grant Program seeks to fund projects that help communities build lasting capacity to divert materials from the waste stream and / or increase public awareness of waste reduction and recycling. There are two categories of CWRAR Grants: Standard Project Grants and Priority Project Grants. Different levels of grant funding are available for Standard Project Grants and Priority Project Grants. See the Available Funding section of this document for more information.

Standard Project Grants:

Standard Project Grants support a wide range of projects that increase and / or enhance public waste reduction and recycling. The following list provides examples of Standard Projects that are welcomed:

- Projects that demonstrate the 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 increase the diversion of materials that are banned from disposal in North Carolina;
- Projects that increase the collection and diversion of special and / or hazardous wastes from disposal;
- Projects that implement education and outreach efforts that will grow public awareness about waste reduction and recycling services;
- Projects that implement or expand public school recycling programs. If seeking funding for public school recycling, please see additional provisions for public school recycling projects in the Special Requirements section of this document;
- Projects that increase the efficiency or effectiveness of public electronics recycling programs. If seeking funding for electronics recycling, please see additional provisions for electronics recycling projects in the Special Requirements section of this document.

Priority Project Grants:

Priority Project Grants support investments in public recycling program elements that have been determined to be of particular importance to growing and expanding efficient and effective waste reduction and recycling services throughout North Carolina. Proposals that seek funding for the following Priority Projects are strongly encouraged:

- ★ Projects that create or expand away-from-home recycling opportunities such as recycling infrastructure for parks, sports fields, streetscape / pedestrian recycling, and / or recycling at public venues. If seeking funding for away-from-home recycling, please see additional provisions for away-from-home recycling projects in the Special Requirements section of this document;
- ★ Projects that implement or expand multifamily and / or commercial recycling service;
- ★ Projects that implement or expand Construction and Demolition recycling efforts such as asphalt shingle recycling or carpet recycling;
- ★ Projects that implement or support Hub and Spoke Recycling Systems that consolidate commingled recyclable materials for bulk transfer to a Materials Recovery Facility (MRF);
- ★ Projects that implement or expand recycling programs to collect and manage food waste from residential or commercial sources.

Grant funds **may not** be used for contracted collection costs or for employee salaries. See the Grant Project Planning section of this document for more information on the types of program elements that are eligible for grant funding. Please contact Rob Taylor at (919) 707-8139 or rob.taylor@ncdenr.gov for more information or to discuss your project ideas.

Available Funding and Cash Match Requirement:

Grant Award Amounts:

- **Standard Project:** Applicants are eligible for a Standard Project grant award of up to **\$20,000**.
- **Priority Project:** Applicants are eligible for a Priority Project grant award of up to **\$30,000**.

Required Cash Match: Standard Project and Priority Project grant winners must provide a cash match equal to or exceeding 20 percent of the requested grant funding. For example, a grantee under this program requesting \$20,000 in grant funding from DEACS must show a minimum expenditure of \$4,000 of local funds on the project. To meet the cash match requirement, a minimum of one (1) local dollar must be spent for every five (5) dollars of grant funding awarded.

Calculating Cash Match: To determine the necessary cash match for any grant project, first determine the total project budget then use the following equation: total project budget ÷ 6 = required cash match. The difference between the total project budget and the required cash match equals the maximum possible grant award.

Distributions from the \$2 per ton Solid Waste Disposal Tax may be used to cover cash match requirements. In-kind contributions will not be accepted in lieu of cash match.

The annual CWRAR Grant cycle typically receives funding requests that exceed available funds. However, it is a priority for DEACS to support as many projects as possible. After close examination of the requested funding and subject to agreement with the applicant, DEACS may award grant amounts lower than the original request. For any amount awarded, grantees must still provide the required cash match.

Grant Project Planning:

Available funding is limited and it is anticipated that the 2016 CWRAR Grant Round will be highly competitive. For this reason it is important that your project be well thought out and well planned, and that you follow the instructions in this RFP and provide all information as outlined in the section addressing Required Proposal Format. Proposals that seek grant funds for the replacement of existing equipment will be scored substantially lower than projects that implement new recycling services or projects that expand existing recycling services.

Examples of **approved uses** of CWRAR Grant funds include site development costs, construction of facilities to handle recyclable materials, equipment purchases, equipment installation costs, key recycling

program components, public awareness programs and materials that support public education such as signs or brochures.

Examples of activities for which CWRAR Grant funds **MAY NOT** be used include employee salaries, land acquisition costs, administrative expenses such as overhead costs, studies or work performed by consultants, contracted collection costs or payment for recycling services such as household hazardous waste events.

Please consider contacting a DEACS Local Government Assistance Team staff member to discuss your grant project prior to submitting your proposal. Local Government Team members are available to provide technical assistance and advice on grant projects. A listing of team member contact information and areas of individual expertise is available on this web site: <http://portal.ncdenr.org/web/deao/recycling/localgov>.

Eligible Entities:

- Counties, municipalities, councils of governments and solid waste authorities in North Carolina are eligible to apply for funding from the CWRAR Grant Program.
- Counties, municipalities, councils of governments and / or solid waste authorities with an **open 2015 CWRAR Grant contract** must have invoiced for 90% of their grant funds by the proposal due-date to be eligible for grant funding during this grant cycle. Applicants that have completed and closed previous CWRAR Grant projects may submit another proposal under this grant round. Proposals will not be accepted from applicants with an open CWRAR Grant from cycles prior to 2015.
- 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 Recycling Business Development Grants, please contact Wendy Worley at (919) 707-8136 or wendy.worley@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.** Grant proposals may combine funding requests for multiple types of projects into one proposal. For example, a grant proposal seeking funding for away-from-home recycling receptacles plus an investment in some other public recycling program element unrelated to away-from-home recycling would be considered. If combining different grant project elements into one proposal, the available funding limits still apply and total request may not exceed the grant award amounts noted in the Available Funding section of this document.
- Multi-party initiatives (such as joint projects by two or more local governments where each local government contributes towards project funding) are strongly encouraged. Any group participating in a regional or multi-party project proposal may not submit additional proposals.
- All applicants selected for funding will undergo a compliance review to ensure that they do not have an outstanding Notice of Violation (NOV) related to North Carolina solid waste statutes and rules. Outstanding NOV's must be corrected to the satisfaction of the N.C. Division of Waste Management (DWM) prior to any grant being awarded. Applicants with outstanding NOV's are responsible for providing DEACS with information from DWM indicating that the community is in compliance and that the NOV's have been corrected before a grant contract can be initiated.
- Applications will not be accepted from local governments that have not submitted the required Solid Waste and Materials Management Annual Report for the most recent fiscal year.

- As a condition of grant award DEACS may work with applicants to revise initially submitted proposals before entering into a grant contract. 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 DEACS 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: Solid Waste Disposal Tax proceeds are distributed to eligible local governments on a quarterly basis by the Department of Revenue. According to § 105-187.63, these funds must be used by a city or county solely for solid waste management programs and services. CWRAR Grant applicants 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 tax funds are utilized.
- Public Building Recycling Services: CWRAR Grants will not be awarded to applicants that do not have recycling services for cans, bottles and paper 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. Please include a list of the materials collected for recycling at these facilities.
- Mercury Product Recycling: § 130A-310.60 requires that any public agency using state funds for the construction or operation of public buildings shall establish a program for the collection and recycling of all spent fluorescent lights and thermostats that contain mercury generated in public buildings. As part of the grant proposal, all applicants must indicate that they have a program in place for the collection of fluorescent lights and mercury thermostats from their public buildings. If the applicant does not have a program in place for the collection of these materials, then as a precondition of any grant award the applicant must initiate such services. For more information about these requirements and / or for assistance implementing a mercury products recycling program please contact Joseph Fitzpatrick at 919-707-8121, joseph.fitzpatrick@ncdenr.gov.

Special Requirements:

Applicants seeking funding for public school recycling, away-from-home recycling or electronics recycling **MUST** address the indicated Special Requirement(s) in their submitted proposal.

- **Public School Recycling Projects:** As stated in the section addressing Eligible Entities, only counties, municipalities, councils of governments and solid waste authorities in North Carolina are eligible to apply for CWRAR Grant 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 supplemental questions below to ensure that all necessary program elements are addressed, and to help demonstrate 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 grant projects may seek funding for equipment (such as bins and roll carts) and / or 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 Heather Cashwell at 919-707-8127, heather.cashwell@ncdenr.gov for information or assistance with public school recycling projects.

School Recycling Supplemental Questions:

- Provide a description of any existing school recycling program(s).

- Indicate whether collection of recyclables will be provided by the local government or through a contracted collection service provider.
 - 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 (classrooms, cafeterias, hallways, athletic fields, administrative offices, library, copy rooms, etc.)?
 - 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. Examples of designated contacts might include the facility manager, head custodian, the faculty coordinator of a leadership group or club, the principle, or an administrator.
 - Describe your plan for promoting recycling and educating staff and students about the program.
- **Electronics Recycling Projects:** Any community seeking grant funds related to an electronics recycling related project must indicate in their proposal whether the local government has ever received funds distributed from the State's Electronics Management Program. For more information on eligibility for Electronics Management Program Funds see this web site: <http://portal.ncdenr.org/web/wm/sw/electronics/localgov>. If the local government has received Electronics Management Fund distributions, then the applicant must include information in its proposal about how those funds have been used in the past and on how the community intends to use the funds that will be distributed in February 2016 and February 2017.

Successful **county** applicants seeking grant funds to support an electronics recycling related project that **have not** previously been eligible for distributions from the State's Electronics Management Program will be required to become eligible for Electronics Management Funds on or before December 31, 2016 as a precondition of receipt of CWRAR Grant funds.

Successful **municipal** applicants seeking grant funds to support an electronics recycling related project that **have not** previously been eligible for distributions from the State's Electronics Management Program must decide whether or not to make themselves eligible for Electronics Management Funds prior to the December 31, 2016 eligibility deadline. This decision should be made in consultation with the county and should be based on how the distribution of funds can best serve the advancement electronics recycling the community. If it is determined that the municipality should seek Electronics Management Funds, the municipality should take action to become eligible for funds on or before December 31, 2016.

- **Away-From-Home Recycling Projects:** Grant funds can only be used for recycling related purchases and cannot be used to pay for the purchase of away-from-home receptacles for the collection of waste (garbage). If a proposal includes the purchase of away-from-home receptacles that collect BOTH waste and recyclables then the standard matching fund requirement will be adjusted so that the applicant (grantee) covers the full cost of the waste portion of the container with their matching funds. For example, if a community seeks to purchase a combo waste / recycling station that has one slot for garbage and one for recyclables and the receptacle costs \$1,000 then the applicant will be expected to provide a match equal to one half of the purchase price or \$500. If seeking funding for an away-from-home recycling project then please indicate in the Special Requirements section of the proposal whether any of the equipment to be purchased will be used to collect waste materials that are intended to be disposed of in a landfill.

In addition, applicants for away-from-home related grant projects are strongly encouraged to specify which particular recycling receptacles are being considered for purchase as a part of their proposal. For assistance with and guidance on the selection of recycling receptacles please contact Heather Cashwell at 919-707-8127 or heather.cashwell@ncdenr.gov.

Funding Period:

Grantees must expend funds within one year of contract execution unless the grant contract term is extended by written agreement between the applicant and the N.C. Department of Environmental Quality (DEQ). Extensions are possible but not guaranteed. It is anticipated that grant contracts resulting from this grant cycle will begin on July 1, 2016 and end on June 30, 2017. **Any funds expended prior to the start of the contract will not be reimbursed.**

Due Date:

Proposals **MUST** be received by DEACS by **5:00 p.m. on Friday, February 12, 2016**. Any proposals received after the deadline will not be considered.

Local governments requiring board approval to apply for grant funds should plan to procure that approval before the submittal deadline.

How to Submit Proposals:

One electronic copy of the proposal must be submitted. Receipt of all acceptable proposals will be acknowledged by e-mail. Submit electronic documents to rob.taylor@ncdenr.gov. Please submit electronic versions as Microsoft Word (preferred) or Adobe (PDF) files. If submittal of an electronic version of your proposal presents a hardship, please contact Rob Taylor to discuss submittal options.

Proposals must be received by 5:00 p.m. on Friday, February 12, 2016. Proposals not received by 5:00 p.m. on Friday, February 12, 2016 will not be accepted.

Required Proposal Format:

The following outline indicates what applicants **must** include in their proposal for their application to be considered complete. Proposals that fail to provide all of the required information or that fail to follow the following format will be deemed inadequate and may not be 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 DEACS
- General Requirements: (see section on General Requirements for more information)
 - ✓ Written statement certifying that 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 collecting cans, bottles and paper available at the key government buildings and a list of materials collected.
 - ✓ Written statement indicating that the applicant has established a program for the collection and recycling of fluorescent lights and mercury containing thermostats from public buildings owned by the applicant.

~ continued on next page ~

- **Project Description:** Please include the following information in your project description:
 - ✓ Description and quantities of items to be purchased with grant funds;
 - ✓ Description of the anticipated life of service for the items or materials to be purchased with grant funds (estimate how long the project will continue to serve the community);
 - ✓ An estimate of the number of households or businesses that will be impacted by or have access to the recycling services associated with the proposed project;
 - ✓ An estimate of the waste reduction impact of the proposed project; and
 - ✓ A description of whether the grant project will create a new service, enhance or expand an existing service, or support an existing recycling service without expanding that service.
- **Special Requirements:** Proposals for school recycling, electronics recycling or away-from-home recycling must include additional information as stipulated in the Special Requirements section. See Special Requirements on pages 4 - 6 for more information.
- **Project Timeline:** Bulleted list showing project milestones and general implementation dates. Timeline must begin on or after July 1, 2016 and project must be complete by June 30, 2017.
- **Project Budget:** to include the following:
 - ✓ Itemized list of intended expenditures and estimated costs;
 - ✓ Amount of funds requested from the state and amount of matching funds to be provided by the applicant (see Cash Match Requirements);
 - ✓ If the grant project is not a Priority Project Grant, the state grant award cannot exceed \$20,000;
 - ✓ Please submit your budget in a table following the example shown below:

Sample Project Budget	State Grant Award	Applicant Cash Match	Project Total
Recycling Carts for Commercial Recycling Program (100 carts @ \$55 each)	\$ 4,583	\$ 917	\$ 5,500
Labels for Carts and Signs for Recycling Sites	\$ 343	\$ 69	\$ 412
Program Brochures (Design and Printing)	\$ 209	\$ 41	\$ 250
Total	\$ 5,135	\$ 1,027	\$ 6,162

* Note about Project Budgets: state and local sales taxes **are not** reimbursable expenditures and should not be included as part of grant budgets.

Grant Selection Process:

Through a blind vote process, a selection committee will use the pre-established Award Criteria identified below to rank proposals and make award decisions. The review process is expected to be completed and preliminary award announcements made in April, 2016. Applicants are encouraged to consider the Award Criteria as they develop their grant proposals. A total of 100 points is available.

Award Criteria:

1. **Innovation / Creativity (0-5 points):** Is the project innovative? Does the project address a new waste stream or material, create a new recycling service, or take an approach not seen in North Carolina? Does the project set a strong example for other communities to replicate?
2. **Advancement of Public Recycling Service (0-10 points):** Does the project implement a new recycling service in the applicant community? Does the project bring a new aspect of recycling to an area or region of the state? Does the project implement a new program or service that is proven to be effective in another community or region of the state?
3. **Planning (0-20 points):** Did the Project Description include all necessary elements? Is the proposal well thought out, well researched and backed by valid facts and assumptions?
4. **Consistency with Best Management Practices (0-15 points):** Is the project consistent with recycling industry Best Management Practices (BMPs) and / or does the project involve the adoption

or expansion of an industry BMP? Recognized BMPs may include the collection of commingled materials, collection using carts, the use of compacting equipment for collection vehicles, and / or the use of equipment and / or practices proven to reduce contamination and maximize diversion in other communities.

5. **Impact on the Waste Stream (0-15 points):** Will the project contribute substantially toward reduction of the local waste stream or will it substantially increase tonnage recovered through recycling services?
6. **Efficiency / Cost-effectiveness (0-10 points):** Will the project improve the efficiency or cost-effectiveness of the local waste reduction program? Does the project increase the efficiency or effectiveness of an existing service? Does the project reduce the operating cost of a current recycling service or does it adopt practices proven to be cost effective in other communities?
7. **Sustainability / Commitment (0-10 points):** Will the project be ongoing and sustained in subsequent annual budgets? Does the project have the support of the governing body? Does the project make investments that will continue to serve the community for years to come?
8. **Joint Effort (0 or 5 points):** One party proposals will receive zero (0) points; multi-party proposals (involving cash match from all participants) will receive five (5) points.
9. **Priority Project★ (0-10 points):** Is the project seeking funding for a Priority Project Grant, and to what extent does the project support investments targeted in one of the Priority Project Grant categories?

If Your Proposal is Selected for Funding:

DEACS anticipates that applicants selected for funding will be notified by the end of April 2016. DEACS 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:

- DEACS will conduct a compliance review with the Division of Waste Management (this may occur before offer is accepted).
- When DEACS requires revisions to the initially submitted proposals as a condition of grant award, DEACS and the applicant must both agree on the revisions to the proposal and the applicant must approve any changes and accept the offered grant in writing. The Final Proposal will become an attachment to the grant contract. Applicants who fail meet this requirement will not be awarded funding.
- Successful applicants will 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/>.
- DEACS will submit a request through the DEQ contract processing system for a grant contract.

NOTE: Successful applicants that make purchases before a grant contract is signed by both DEQ 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 DEACS at least 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. All applicants are strongly encouraged to visit the following web site to review the final reporting format and guidelines: <http://portal.ncdenr.org/web/deao/recycling/lg/financial-assistance>. If you do not have internet

access, please contact Rob Taylor at (919) 707-8139 to receive a copy of the Final Report Guidelines.

- **Extensions:** no-cost time extensions are possible but not guaranteed for grant contracts. Grantees seeking no-cost time extensions should submit a request for a time extension at least sixty (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 with revised project milestones as well as a new budget if budget changes are also being requested. DEACS reserves the right to decline any request for extension that is not initiated at least sixty (60) days prior to the contract end date.
- **Reimbursement:** distribution of DEACS grant funds is on a reimbursement basis. Requests for reimbursement can only be made after the grantee has spent funds on the grant project. Reimbursement requests must be submitted on letterhead, must include copies of invoices, and must include proof that the grantee has made payment. Proof of payment may include copies of canceled checks or other financial reports showing that funds were spent. **State and local sales taxes are not reimbursable, may not be counted towards expenditure requirements, and should be excluded from reimbursement requests.**
- **Final 10 Percent of Funds:** DEACS will continue to reimburse grantees until 90 percent of the award amount has been expended. The final 10 percent of grant funds will be held until an acceptable final report has been received by DEACS. The final 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 forfeited.

A Final Word on Grant Writing:

Proposals may receive low scores or even be rejected because applicants fail to follow the instructions outlined in this document. Applicants stand a better chance of success if they include all of the required components of a proposal and if they follow the Required Proposal Format. Project Descriptions should be clear, concise, and should demonstrate thoughtful planning. Poorly prepared proposals create uncertainty about the project goals and intended results. Clear details will provide grant proposal reviewers confidence about the validity and feasibility of a proposal. Applicants with questions are encouraged to contact DEACS for more information.

BOARD OF COMMISSIONERS

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IRA DOVE
COUNTY

DAVID B. FRANCIS
COUNTY ADMINISTRATOR

Proposed Grant Project – CWRAR – Bag Reduction

David Francis, Haywood County Tax and Solid Waste Administrator
215 N. Main Street
Waynesville, NC 28786
828-452-6625
828-452-6715
dbfrancis@haywoodnc.net

February 12, 2016

General Requirements:

Haywood County Solid Waste Management is a special revenue 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/schools and employees are encouraged to recycle.

Haywood County Facilities and Maintenance personnel collect fluorescent bulbs from county- owned buildings and deliver them to the Materials Recovery Facility (MRF). Once collected they are accumulated with fluorescent bulbs brought in by the general public. A processor, such as CleanLites Recycling, LLC, is then called to recycle the materials.

Project Description

Haywood County went to Single Stream Recycling (SSR) in July of 2014 and with any change comes challenges and opportunities.

Our County responded with a bit of trepidation from not sorting the paper and cardboard from the other material to the "all in" system. It also became a problem that citizens started throwing in non-recyclable materials including waste, which still continues to plague us.

On several occasions in 2015, the County has had to temporarily stop sending material to the processor due to issues with their machines breaking down due to plastic bags getting caught in the machines. The County has had to landfill over 210 tons of residual from the processor. The company has requested the County seek ways to eliminate plastic bags from the recyclables.

In an attempt to improve the quantity and quality of the recyclables collected and managed within Haywood County, the county is seeking Community Waste Reduction and Recycling Grant funding to both promote proper recycling and to assist several of the communities within the county in transitioning away from collecting recyclables in plastic bags. The elimination of the "blue bags" and the implementation of cart-based curbside recycling will go a long way towards improving the quality of materials recovered in our community.

Haywood County wants to rededicate efforts to improve recycling especially SSR. Haywood County is proposing to increase signage at the 11 collection sites and include messaging through the town's quarterly newsletter. Grant funding will be used for signs and other education and outreach materials to promote proper recycling and to reduce contamination.

Maggie Valley is an incorporated municipality with about 900 residents with seasonal increases in population due to tourism with weekly curbside for waste and recyclables. The service provider has agreed to be a pilot program for curbside recycling pickup using blue recycling carts. A total of 1,100 carts will be purchased at a cost of \$47.50 per cart for a total of \$52,250.00 based on the price at the time of purchase. Haywood County will facilitate the purchase of the carts by helping to manage the grant project, purchasing the carts with county funds and seeking reimbursement from Maggie Valley for the portion of the carts not paid for with grant funds.

The rolling carts will be easy to maneuver to the curb. The service provider already has a tipper installed on the collection truck.

The County will purchase 500 18-gallon bins for seven of the ten convenience centers for a base cost of \$3,500.00. These bins are small enough for homeowners to move between the home and to the convenience center. The limited amount of bins will enable the County to reward our citizens for their recycling efforts.

When the carts and bins are distributed they will include a brochure with updated information about acceptable materials and proper recycling techniques. Haywood County will work with the town of Maggie Valley and the recycling service provider to develop and distribute this information. In addition, the County will seek assistance from the Division of Environmental Assistance and Customer Service to ensure that best management practices are used when designing this material. We will ensure that all carts and bins are utilized for both the county and town.

Project Timeline

Upon grant approval, it should take approximately three months to get the carts and bins ordered and delivered to residents in the pilot area. Signage will be installed with or without grant funding. This should be completed within the same time frame as the container delivery to residents.

November 1, 2016: complete installation of recycling signs at convenience sites and the purchase and distribution of recycling bins and recycling outreach materials

June 30, 2017: prepare and submit final report to state

Project Budget

Project Budget	State Grant Award	Applicant Cash Match	Project Total
Recycling Carts for Residential pickup	\$20,000.00	\$32,250.00	\$52,250.00
Recycling Bins for Residential drop-off		\$3,500	\$3,500.00
Education and Outreach Materials		\$2,500.00	\$2,500.00
Project Totals	\$20,000.00	\$38,250.00	\$58,250.00

If the pilot program is successful, the County will work with the other municipalities and in the unincorporated areas to extend this program. This project with serving 1,600 homes weekly with a 15% non-participation rate would eliminate approximately 71,000 bags a year from the recycling and waste stream.

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: _____

By: _____
Signature Date

Printed Name Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

**NORTH CAROLINA
HAYWOOD COUNTY**

AGREEMENT

THIS AGREEMENT, between Haywood County, North Carolina (the County), and the Town of Maggie Valley (the Town), for the funding of recycling carts is subject to the following conditions:

WHEREAS, the County:

- Is a political subdivision and a unit of local government of the State of North Carolina.
- Has the power and authority to enter into this Agreement pursuant to NCGS Chapter 160A Article 20

WHEREAS, the Town:

- Is a body politic and corporate and a unit of local government of the State of North Carolina.
- Has the power and authority to enter into this Agreement pursuant to N.C.G.S. Chapter 160A Article 20.

WHEREAS, this Agreement is entered into by the Parties pursuant to N.C.G.S. Section 160A-460 *et seq.* in order that the Parties may execute an undertaking requiring interlocal cooperation between the two parties.

WHEREAS, the Parties desire to set forth their respective rights and duties concerning this proposed undertaking.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises herein contained, IT IS HEREBY AGREED as follows:

1. Availability of Funds: The parties to this Agreement agree and understand that the payment of the sums specified in this Agreement is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County by the North Carolina Department of Environmental Quality (NCDEQ). In the event funds are unavailable, the County may terminate this Agreement by giving written notice to the Town, specifying the effective date of termination.
2. Responsibilities of the County: The County made application to the Community Waste Reduction and Recycling Grant from NCDEQ for the purchase of Recycling Bins. The County was awarded a \$20,000.00 grant.
 - A. County will order 1,100 carts with an anticipated cost of \$52,250.00.
 - B. County will pay \$16.00 per cart from grant funds.
 - C. County will aid in the creation and payment of a brochure with updated information about acceptable materials and proper recycling techniques.

3. Responsibilities of the Town: The Town will use the bins in collection of recyclables.
 - A. Town will reimburse the County in the amount of \$34,650.00.
 - B. Town will reimburse County for freight and handling of carts.
 - C. Town will deploy bins to their residents with the brochure.
4. Payment Provisions: Reimbursement for funds will be made once the order for the bins has been completed and the Town is presented with an invoice.
5. Assignment: This Agreement may not be assigned by either party to fulfill its obligations without the written consent of the other party.
6. Administration for the Agreement: The persons named below shall be administrators for the respective parties, shall be the persons to whom notices provided for in this Agreement shall be given, and shall be contact persons for matters relating to the administration of this Agreement. Either party may change its administrator, address, or telephone number by written notice to the other party.

For Haywood County:	David B. Francis
For the Town:	Nathan Clark

7. Notice: Any written notice required or allowed by this Agreement to either the County or the Town shall be deemed delivered on the third calendar day from the date of mailing (whether or not delivered) when mailed by certified or registered mail postage prepaid and deposited in the United States mail property address to the parties as follows:

Haywood County:	Ira Dove, County Manager Haywood County 215 N. Main Street Waynesville, NC 28786
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The Town:	Nathan Clark, Town Manager Town of Maggie Valley 3987 Soco Road Maggie Valley, NC 28751
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8. Time of Essence: Time is of the essence in the performance of this contract.
9. Entire Agreement, Modification, Binding Effect: This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may not be modified or amended except in writing, and such modification(s) and/or amendment(s) must be signed by both parties hereto. This Agreement shall be binding upon and inure to the benefit of Haywood County and Town of Maggie Valley.
10. Governing Law: This Agreement shall be governed by the laws of the State of North Carolina.

