

Request for Proposals

SOLID WASTE IMPLEMENTATION PLAN GRANT

Release Date: December 8, 2015

Notice of Intent to Apply Due: December 23, 2015

Proposals Due: January 25, 2016

Contact for Proposals: Kim McKee, Agency of Natural Resources, Department of Environmental Conservation
Financial Operations, (802) 477-3349, kimberley.mckee@vermont.gov

Introduction and Purpose: For the past 15 years the Vermont Department of Environmental Conservation (DEC), Solid Waste Program has supported the Solid Waste districts, towns and alliances with a grant fund to assist with the cost of the specific programs and/or projects. The projects are required to help implement the solid waste management entity's Solid Waste Implementation Plan (SWIP).

The Solid Waste Program's Solid Waste Assistance Fund (SWAF) has made available \$411,000 to be divided up between 30+/- municipalities. The formula is based on a 60% population, 40% based on number of member municipalities, \$2,000 minimum award. Only Vermont municipalities are eligible for these funds.

Scope of Work:

DEC seeks proposal for the following:

- Projects for collection and management of hazardous waste, household hazardous waste (HHW), conditionally exempt generator waste (CEG), special waste, and landfill-banned wastes consistent with requirements of the State Materials Management Plan (MMP).
- Projects that implement the requirements for public space recycling, collection and processing of mandatory recyclables, collection and processing of food scraps, leaf and yard debris and clean wood as specified in the Universal Recycling Law.
- Projects that fulfill requirements as defined in the VT Materials Management Plan for Solid Waste Implementation Plans, not including staff time.

Funding and Method of Payment: Each grant award is based on the formula above. Payment is contingent upon availability of funding. All payments will be made after satisfactory completion of each deliverable as outlined in an agreement between the State and the selected entity.

Project Timeline: Proposed projects will receive funding effective April 15, 2016 and must be completed no later than April 15, 2017.

Deadlines and Content of Proposals:

- Notice of Intent to Apply Due: December 23, 2015 4:00pm
Notice of intent is an e-mail stating the Solid Waste Management Entity's (SWME) intent to apply for this grant funding. No detail on projects is required. The e-mail must be sent to Kim Mckee (kimberley.mckee@vermont.gov) notifying the DEC of the SWME's intent to apply for 2016 SWIP Grant Funding. **If no intent to apply is received, the SWME will not be eligible for grant funding.**
- Questions Regarding Proposals Due: January 4, 2016 4:00pm
- **Submittal Due: January 25, 2016 4:00pm**
- Award Amounts Announced: February 22, 2016 9:00am

All proposals must include the following information:

- A statement identifying individuals who were involved in the preparation of the proposal as well as a single point of contact.
- A brief description of the project/program.
- A brief scope of work describing how the deliverables will be met.
- A Certificate of Insurance, indicating that the entity or entities have met the insurance requirements listed in Attachment C. (Attached)
- A completed Risk Assessment Form. (Attached)
- A cost breakdown sheet in response to the scope of work:
 - Itemized breakdown of labor/equipment rates;
 - Estimated hours, material, subcontractor costs (if applicable) per item;
 - Leveraging matching funds/in-kind work; and
 - Cumulative total
- A complete and detailed table outlining the deliverables that will be provided for each item in the scope of work. Each grantee will be required to provide a final project report with their deliverables for final payment.

Example of deliverables table to include in the proposal:

Performance Measure	Deliverable	Timeframe	Payment
<p><u>#1. The Grantee will:</u></p> <ul style="list-style-type: none"> Description of activities SWME will conduct for first payment. 	<ul style="list-style-type: none"> Description of deliverable that will be submitted with Form 430 - Request for Funds. 	<p>Preparations will begin immediately upon receipt of award approval</p> <p>Deliverables by April 15, 2017</p>	<p>___% of award</p>
<p><u>#2. The Grantee will:</u></p> <ul style="list-style-type: none"> Description of activities SWME will conduct for second payment. 	<ul style="list-style-type: none"> Description of deliverable that will be submitted with Form 430 - Request for Funds. 	<p>Deliverables by April 15, 2017</p>	<p>___% of award</p>
<p><u>#3. The Grantee will:</u></p> <ul style="list-style-type: none"> Prepare Final Project Report. Enter data into ReTRAC 	<ul style="list-style-type: none"> Submit a Final Project Report (template to be provided). Complete form in the State's tracking database (Re-TRAC). 	<p>Deliverables by April 15, 2017</p>	<p>10% of award</p>

Selection Criteria:

Proposals will be reviewed and evaluated by two or more Solid Waste Program staff members. Selection will be based on the following criteria:

- Qualifications:
 - Only Vermont municipalities are eligible.
 - All municipalities offering proposals must hold a current State approved SWIP consistent with the State Plan
 - Ability to handle the completion of projects for collection and management of hazardous waste, household hazardous waste (HHW), conditionally exempt generator waste (CEG), special waste, and landfill-banned wastes consistent with requirements of the MMP.
 - Ability to account for the funds designated for the project
 - Ability to meet schedule as outlined in the project proposal

Responders to this RFP should be aware that they will need to agree to the State of Vermont Customary Contract Provisions in order to execute an agreement for this project in "Attachment C."

The Solid Waste Program's Solid Waste Assistance Fund (SWAF) has made available \$411,000 to be divided up between 30+/- municipalities. The formula is based on a 60% population, 40% based on number of member municipalities, \$2,000 minimum award. Only Vermont municipalities are eligible for these funds.

Confidentiality

After conclusion of the contracting process, Proposals are a matter of public record. If an application includes material considered by the applicant to be proprietary and confidential under 1 V.S.A., Chapter 5, the

application shall clearly designate the material as such and explain why such material should be considered confidential. The Vendor must identify each page or section of the Proposal that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the applicant if the identified material were to be released.

Under no circumstances shall the entire Proposal be designated as proprietary or confidential. If the Vendor marks portions of the Proposal confidential, the Vendor shall provide a redacted version of the Proposal for release to the public. Notwithstanding the above, the Secretary has an independent obligation under Vermont law to determine whether any proposal material is subject to public inspection and copying upon request, which may include material that has otherwise been designated as proprietary and confidential by the Vendor. The Vendor's designation of material as proprietary and confidential, and submission of a redacted Proposal, are provided to the Secretary for informational purposes in the event the Agency receives a public records request and will not result in withholding of materials by the Secretary unless expressly supported by Vermont law.

Attachment A: 2015 SWIP Amounts Awarded

(April 15, 2015 – April 15, 2016 program year)

Solid Waste Management Entity	2015 SWIP Award Amount
ACSWMD	\$24,549
BCRC	\$12,863
CVSWMD	\$31,809
NEKWMD	\$50,559
CSWD	\$72,650
GUV	\$13,644
SWAC	\$11,914
LRSWMD	\$18,224
Londonderry	\$4,549
MRRMA	\$9,389
NWSWMD	\$32,039
RCSWMD	\$29,505
Tri-Town Alliance	\$4,807
Windham SWD	\$20,672
SWWCSWMD	\$26,992
White River Alliance	\$8,652
Barton	\$2,000
Bennington/Woodford	\$7,603
Bristol	\$2,168
Burke	\$2,000
Canaan	\$2,000
Fairfax	\$2,320
Hartford	\$4,524
Lowell	\$2,000
Newport City	\$2,439
Salisbury	\$2,000
St. Johnsbury	\$3,611
Stamford	\$2,000

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party’s operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of

the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:
<http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)



RISK ASSESSMENT QUESTIONNAIRE

The purpose of the risk assessment is to determine whether or not a potential grantee is financially stable and if the agency uses accounting systems that are adequate to meet the State of Vermont administrative requirements. Please complete the following questionnaire and have it signed by the Executive Director and Fiscal Officer for your organization.

Name of Entity Completing Questionnaire: _____

Question	Yes	No	N/A
1. Is each award/grant received by your agency accounted for separately?			
2. Does your agency maintain documentation to substantiate the value of in-kind contributions?			
3. Does your agency use an electronic accounting software system (as opposed to manual)?			
4. Does the accounting system track receipts and disbursements by funding source?			
5. Does your agency have a written Internal Control policy? To include salary scales, fringe benefits, travel reimbursement and personnel policies.			
6. Does your agency have a comptroller, or equivalent? (If no, please identify the name and position of the employee(s) who performs this function.). A comptroller is a management level position responsible for supervising the quality of accounting and financial reporting of an organization.			
7. Does your agency regularly monitor budgeted versus actual expenditures to ensure that cost categories aren't over-spent or under-spent?			
8. Are all purchases made based on purchase requests/purchase orders which must first be approved by a responsible agency official? (If no, please explain.)			
9. Does your agency have written procurement procedures indicating which individuals are authorized to initiate a purchase request, the flow of documents, and the requested levels of approval?			
10. Are time and attendance records maintained for employees, including the Executive Director?			

Question	Yes	No	N/A
11. Does the agency have a system to track staff time spent on various grants/projects, for those employees whose salaries are allocated to more than one contract/grant?			
12. If your agency expended more than \$500,000 in federal funds during the previous fiscal year, did your agency have an A-133 audit performed?			
13. If there were any findings in the report, has your agency implemented action plans to address all findings? (If no, please explain.)			
14. Does your agency have a Policy and Procedures Manual that is available to all employees?			
15. Has your agency executed any contracts or MOU's with any other governmental or non-governmental agencies in the past three years? (If yes, please describe.)?			

I hereby certify that to the best of my knowledge and belief, the information provided in response to the foregoing questions is true and accurate.

Chief Officer Signature

Chief Fiscal Officer

Date

Date