



**COLORADO**  
Department of Public  
Health & Environment

# Recycling Resources Economic Opportunity Program

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## Ninth Annual Report, FY2016

August 2017

Submitted to the Colorado State Legislature  
By the Colorado Department of Public Health and Environment  
Division of Environmental Health and Sustainability, on behalf of the  
Pollution Prevention Advisory Board

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## Document Information

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# Executive Summary

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Coloradans recycle and compost at a rate of 21 percent, well below the national average of 34 percent<sup>1</sup>. In 2015, more than 7.3 million tons of municipal solid waste was disposed in Colorado's landfills<sup>2</sup>, an increase of eight percent over 2014 levels. There exists ample opportunity to increase waste diversion and extend the life of our landfills while creating jobs and economic opportunities in the process. The Recycling Resources Economic Opportunity Act of 2007 established a grant program within the Colorado Department of Public Health and Environment (the department). The act also established a recycling rebate program to support those Colorado businesses and organizations that are actively collecting materials for recycling. These funds promote economic development through the productive management of recyclable materials that would otherwise be treated as discards.

In FY2016, funding for the RREO program came from landfill tip fees. Through December 31, 2015, the RREO program received an 11 cent tip fee for every cubic yard of waste disposed at landfills within Colorado. Effective January 1, 2016, the tip fee increased to 14 cents per cubic yard, the maximum allowed in statute<sup>3</sup>. Total revenues raised in FY2016 by these tip fees amounted to \$2.9 million (see Table 2).

Two Requests for Applications were released in FY2016. The first grant opportunity focused on materials management infrastructure. Of the 38 proposals received, ten were funded for a total of \$1.9 million. The second grant opportunity focused on developing regional studies that calculated a current waste diversion rate, conducted a stakeholder process, and identified gaps in needed waste diversion infrastructure. Of the four proposals received, three were funded for a total of \$98,709. In addition to this investment, grantees leveraged a total in-kind match of \$4.6 million to implement their projects. To date, this investment created 42.5 full-time jobs and diverted more than 107,000 tons from the landfill.

In addition to awarding grants, the department issued a total of \$381,150 in rebates. Rebates were distributed in October 2015. The rebates were distributed to operators of free public recycling drop-off centers.

The future of the RREO program is bright. Public interest remains strong, and the program is positioned to successfully meet demand in future grant cycles. The RREO program will continue to work toward a future where Colorado has a robust and sustainable infrastructure for recycling and composting activities.

**\$2.1 Million  
Awarded**

**13 Grant  
Projects**

**43 Jobs  
Created**

**38 Rebates**

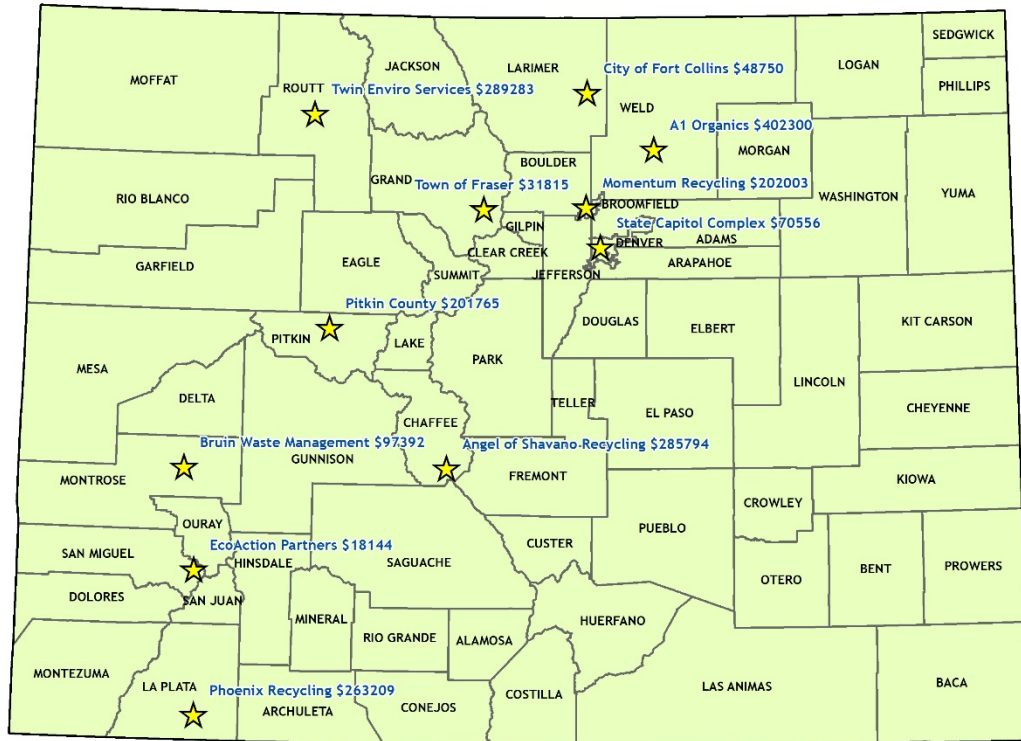
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<sup>1</sup> Advancing Sustainable Materials Management: Facts and Figures. (2015, June). Retrieved from <https://www.epa.gov/smm/advancing-sustainable-materials-management-facts-and-figures>

<sup>2</sup> Solid waste data and reports, Recycling Data. (2016). Retrieved from <https://www.colorado.gov/pacific/cdphe/swreports>

<sup>3</sup> C.R.S. 25-16-104.5 (3.9)(a)

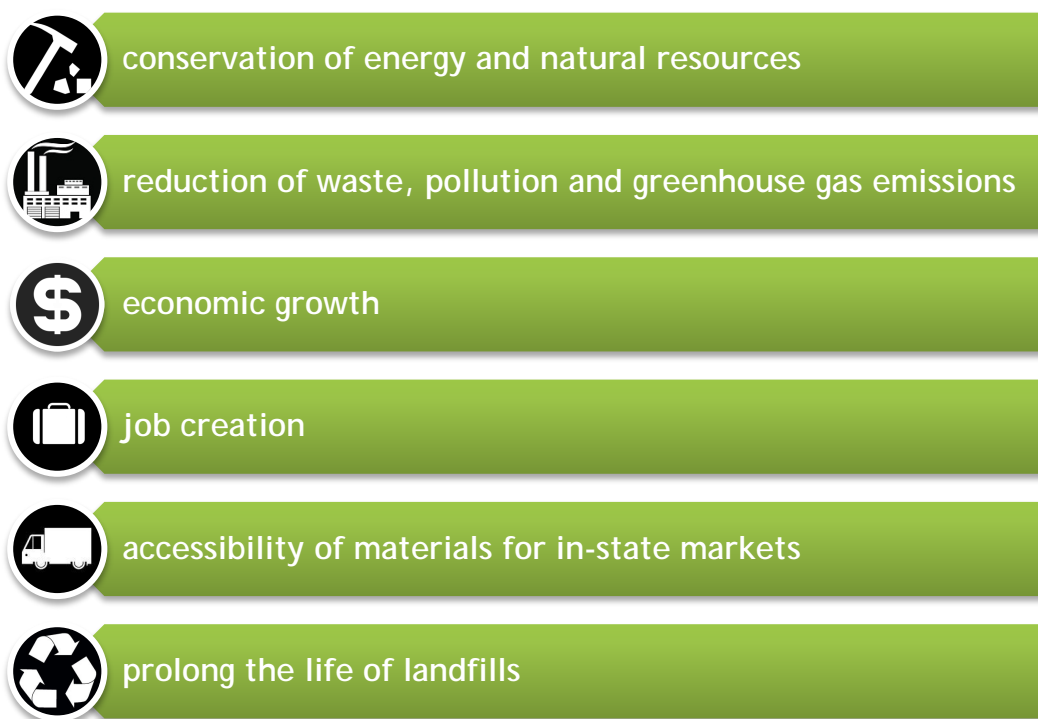
Fig 1: FY2016 Grant Projects



# Background

Colorado's municipal solid waste recycling rate continues to lag behind the national average. To advance opportunities for recycling in Colorado, the state legislature passed the Recycling Resources Economic Opportunity (RREO) Act of 2007, establishing a grant program to help create or expand existing recycling programs and a rebate program to reward those Colorado businesses and organizations that are actively providing recycling services. The state legislature recognized the need to incentivize waste diversion activities in Colorado to take advantage of the many benefits they provide (Fig. 2).

Fig 2: Waste Diversion Benefits

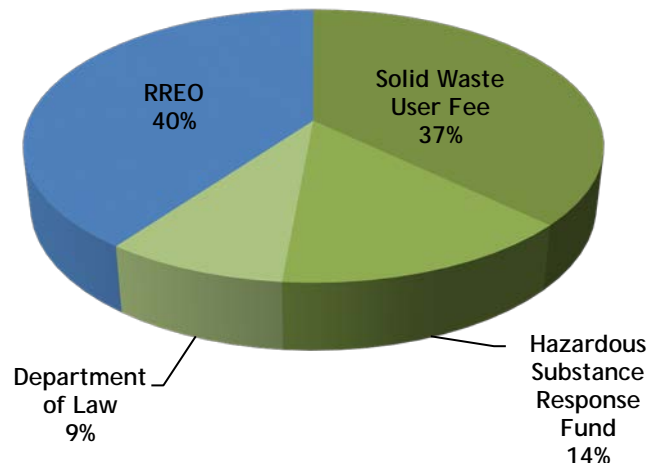


Funding provided through the RREO grant program promotes economic development through the productive management of recyclable materials that would otherwise be treated as discards. In addition, these funds help businesses, local governments, nonprofit organizations, and schools and universities that may not have the ability to raise the capital needed to start or expand a recycling or compost program. Projects that meet the goal of the grant program are designed to implement source reduction, recycling, anaerobic digestion, composting or beneficial use/reuse for a wide variety of materials.

Before the act was signed into law, no state agency had the responsibility to encourage or help sustain recycling in Colorado. The RREO Program is currently housed at the Department of Public Health and Environment (the department), Division of Environmental Health Sustainability. The Pollution Prevention Advisory Board Assistance Committee advises the department and the board on how best to allocate RREO funds. The committee comprises thirteen representatives from various state agencies, local government entities, for-profit businesses and nonprofit organizations. The committee evaluates grant applications and makes recommendations on the grants to be funded each fiscal year, as well as the formula used to calculate rebate payments.

All funding for the RREO program currently comes from tipping fees charged to each landfill operating in the state. This Solid Waste User Fee is paid each calendar quarter on a per-cubic-yard basis for the amount of waste the landfill accepted for disposal. As of Jan. 1, 2017, the Solid Waste User Fee totals \$0.35/cubic yard of waste and funds four distinct programs. The department's Solid Waste Program receives \$0.13/cu yd, the Hazardous Substances Response Fund receives \$0.05/cu yd, and the Department of Law receives \$0.03/cu yd. These fee components are covered in §25-16-104.5(1.7), C.R.S., and are set by the Solid and Hazardous Waste Commission. The fourth program funded by the Solid Waste User Fee is the RREO program, which receives \$0.14/cu yd as defined in §25-16-104.5(3.9), C.R.S. As shown in Figure 3, the RREO Program receives 40 percent of the total fee charged.

**Fig 3: RREO Portion of CDPHE Solid Waste Tipping Fee**



With the passage of SB13-050, the fee that funds the RREO program has gradually increased since January 2014 (see Table 1). In the first half of FY2016, the RREO program received \$0.11 per cubic yard. Effective Jan. 1, 2016, the program began receiving the maximum fee allowed at \$0.14 per cubic yard. Currently, this is the only state funding dedicated to supporting recycling, reuse, and composting projects in Colorado.

	Rate per cubic yard of solid waste disposed	Waste tire fee, per tire
FY2008 - FY2011	\$0.07	\$0.25
FY2012 - Dec. 2013	\$0.07	\$0
CY2014	\$0.09	\$0
CY2015	\$0.11	\$0
CY2016 - FY 2026	\$0.14	\$0



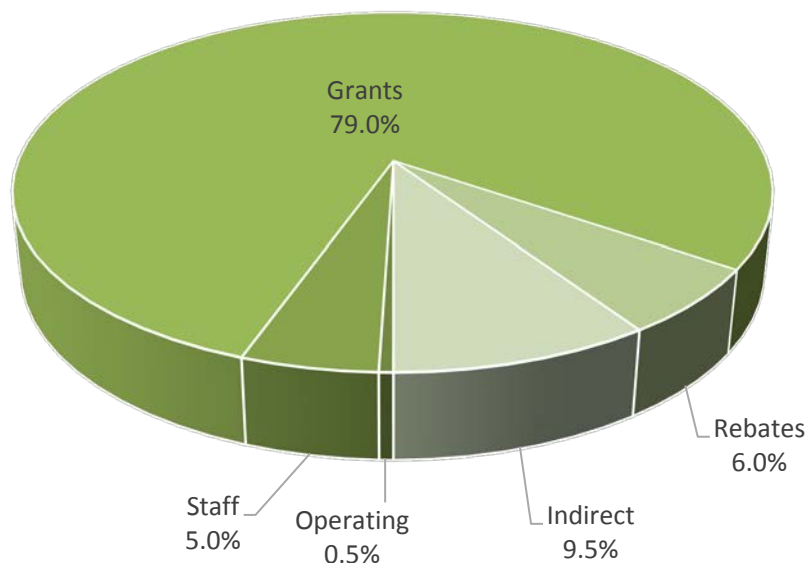
The department thanks the legislature for recognizing the need to further incentivize expanded access to recycling, composting, and end-markets within Colorado by passing SB13-050. With the reallocation of waste tire fees in FY2012, the RREO program lost approximately \$800,000 in annual revenue. The fee increases approved by SB13-050 will more than replace that lost revenue source.

As shown in Table 2, total revenues in FY2016 amounted to \$2,930,317. The fund balance at the end of the fiscal year was higher than last year due to limitations in the program's spending authority. Revenues exceeded the program's spending authority in FY2016, which made it difficult to spend down the fund balance. The spending authority in FY2016 was set at \$2,308,548. Direct expenses totaled \$2,255,260, nearly 98 percent of the program's allowed spending authority. As shown in Figure 4, of the \$2,491,194 spent in FY2016, 85 percent was distributed via grants and rebates.

**Table 2: RREO Program Budget, FY2016**

<b>Revenue:</b>	
FY2015 Fund Balance	\$1,158,045
Revenue	\$2,930,317
<b>Total Revenue</b>	<b>\$4,088,362</b>
<b>Expenses:</b>	
Operating	\$12,834
Personal Services - 1.6 FTE	\$123,988
Grants	\$1,968,437
Rebates	\$150,000
Indirect (incl. Division Admin)	\$235,934
<b>Total Expense</b>	<b>\$2,491,194</b>
Fund Balance	\$1,597,168

**Fig 4: FY2016 Program Expenses**



# Grant Program

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Two Requests for Applications were announced in FY2016, one for infrastructure development and one for regional materials management planning studies.

## Infrastructure Development

A Request for Applications (RFA) was released by the department in January 2015. The RFA sought applications that met one or more of the following general objectives:

- ♻ Accomplishing greater levels of solid waste minimization, waste diversion, recycling, material reuse and composting.
- ♻ Implementing proven diversion methods such as Pay-As-You-Throw (PAYT), market incentives, contracting, municipal ordinance, or other mechanisms.
- ♻ Developing best practices in recycling, waste minimization and diversion, material reuse, and composting.
- ♻ Improving market research and data to identify material reuse opportunities.
- ♻ Providing data on quantities of recyclables in order to set goals, track progress, and support new or expanded market development.
- ♻ Providing detailed economic information on the impacts of recycling and material reuse in Colorado.
- ♻ Educating and informing the general public about recycling.
- ♻ Increasing regional partnerships to maximize economies of scale.

The committee created a tiered system to prioritize eligible types of projects to best help the state increase waste diversion and create economic opportunities.

### *First Tier*

Implement the hub-and-spoke model:

- ♻ To develop or expand local or regional recycling infrastructure, especially in underserved areas of the state.
- ♻ To form public-private or multi-jurisdiction partnerships to promote waste diversion, recycling, recycling markets, the beneficial use of discarded materials, or other recycling-related uses.

## Hub-and-Spoke

## Second Tier

- ♻️ Implement projects that directly result in increased levels of recycling, reuse, and/or composting to divert more materials from landfill disposal. This may include Pay-As-You-Throw (PAYT) programs, market incentives, performance-based contracting, municipal ordinances, or other similar mechanisms.
- ♻️ Provide local incentives to develop or expand markets for recycled products and material reuse.
- ♻️ Develop or expand local or regional recycling infrastructure, though not necessarily via a hub-and-spoke model. This may include establishing a new or expanding an existing waste transfer station where some form of waste diversion activity occurs.
- ♻️ Form public-private or multi-jurisdiction partnerships to promote waste diversion, recycling, recycling markets, the beneficial use of discarded materials, or other recycling-related uses. These partnerships can be developed independently of a comprehensive hub-and-spoke system.

## Third Tier

- ♻️ Provide sustainable community resource education programs on the importance of reducing, reusing, recycling, and composting.
- ♻️ Develop educational programs and improve waste diversion infrastructure for schools and other educational institutions.
- ♻️ Provide assistance in connection with the development or improvement of integrated waste management plans by local governments that focus on waste diversion.
- ♻️ Clean up illegal waste dumping.

## Grant Projects

The department received 38 grant applications totaling more than \$8.3 million in requests. The applications were evaluated based on the following six criteria:

- ♻️ Environmental benefits.
- ♻️ Economic impact.
- ♻️ Infrastructure improvement.
- ♻️ Feasibility of successful implementation.
- ♻️ Measurable results and outreach.
- ♻️ Experience and qualifications.

After careful review by the committee and the board, the department awarded a total of \$1,812,302 to eight applicants (see Table 3). Grant recipients began their projects on or after July 1, 2015 and completed their projects by June 30, 2016. The following is a summary of each project, including a discussion of deliverables achieved and updates on additional project accomplishments in the six months following the end of the fiscal year.

## Infrastructure

## Education & Planning

**TABLE 3: FY2016 RREO Grants, Infrastructure Development**

#	Name of Applicant	Project Title	Award	Type	Geographic Location
1	A1 Organics	Purchase of Tiger HS 640 BioStrainer De-Packaging System	\$402,300	For-Profit	Weld County, Front Range
2	Angel of Shavano Recycling	Angel of Shavano Recycling Hub-and-Spoke Expansion Project	\$285,794	For-Profit	Chafee County
3	Bruin Waste Management	Bruin Waste Management Recycle Sorting Facility	\$97,392	For-Profit	Mesa, Montrose, San Miguel, Ouray, San Juan Counties
4	Colorado Department of Personnel and Administration	Colorado Capitol Building Recycling Project	\$70,556	Govt	Denver
5	Go Green Pallet	Non-Standard Size Pallet Recycling Program	\$19,350	For-Profit	Greeley
6	Momentum Recycling	Glass Fines Recovery and Market Development Project	\$202,003	For-Profit	City and County of Broomfield, Front Range
7	Onsite Electronics Recycling (dba IT Refresh)	Equipment Purchase for Material Processing and Expanded Recycling	\$99,218	For-Profit	Fort Collins, Northern Front Range
8	Phoenix Recycling (dba 307 Investments)	Southwest Regional Recycling Facility	\$263,209	For-Profit	Dolores, San Juan, Montezuma, La Plata, Archuleta Counties
9	Pitkin County	SCRAPS	\$201,765	Govt	Pitkin, Eagle Counties
10	Twin Enviro Services	Twin Enviro Northwest Colorado Recycling Expansion	\$289,283.47	For-Profit	Routt, Moffat, Jackson Counties
Total Amount Funded:			\$1,930,870.47		

# Anaerobic Digestion

## A1 Organics

### Summary

This grant funded the purchase of a specialized food waste de-packaging system known as the Tiger HS640. The system processes previously non-compostable, commercially packaged foods into an anaerobic digester feedstock. The feedstock is delivered to the Heartland Biogas Project in Weld County, which has the capacity to divert up to 73,000 tons of packaged food waste per year. The packaging material is also recycled.

### Deliverables Achieved

The Tiger HS640 was installed in November 2015 and test runs were completed on the unit in March 2016.

### Six-Month Update

This project was able to divert 95,000 tons of organic waste from the landfill in the ten months it has been in operation, running at half capacity. The future of the project is in question due to an order from the Weld County Commissioners to suspend operations of the Heartland Biogas Project.

### For-Profit

Tax status

### Weld County and Northern Front Range

Geographic area

**\$402,300**

Awarded

**95,000**

Number of tons diverted  
from the landfill in 10  
months of operation



# Building Capacity for Recycling in Chaffee County

## Angel of Shavano Recycling

### Summary

Angel of Shavano used grant funds to purchase a sort line to more efficiently process recyclables into specific commodity streams. A new horizontal baler was also purchased to increase daily throughput at Angel of Shavano's recycling center.

### Deliverables Achieved

The sort line became operational in April 2016, and Angel of Shavano is able to efficiently sort metals and plastics collected from the drop-off centers in Chaffee County and regionally. Angel of Shavano continues to experience delays with the horizontal baler. The manufacturer has been difficult to work with, repeatedly pushing back deadlines. The manufacturer remains vague on when the baler will be installed.

### Six Month Update

The horizontal baler was installed and test runs in November 2016 prove it is now operational. Angel of Shavano had to hire a different company to assemble the baler into a functioning unit. Angel of Shavano is now poised to grow, both in terms of number of employees and the tonnage that can be collected for processing. Angel of Shavano is actively pursuing partnerships with recyclers elsewhere in Colorado to process their materials.

#### For-Profit

Tax status

#### Chaffee County

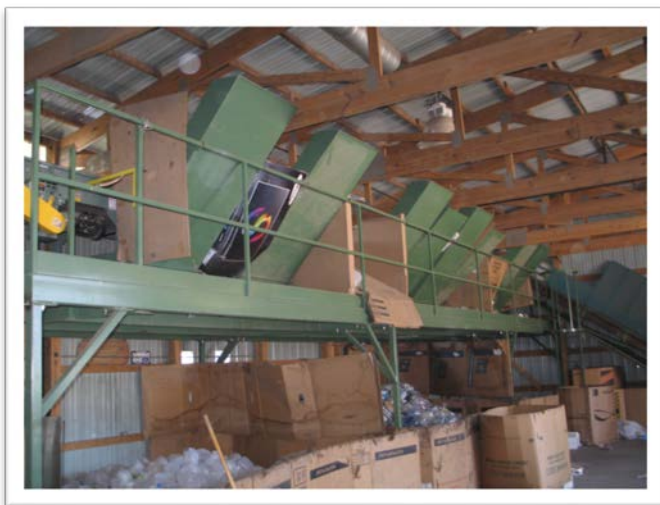
Geographic area

**\$285,794**

Awarded

**5**

Number of new  
employees hired as a  
result of this project





# Adding Infrastructure in Southwest Colorado

## Bruin Waste

### Summary

This project serves to establish an efficient recycling facility in Montrose, Colorado that processes single-stream recyclables for market and provides a safe working environment. This project also increased the capacity of four existing public recycling drop-off centers, reducing transportation costs to haul the recyclables from each drop-off center to the recycling facility. Grant funds were used to purchase a horizontal baler and a ventilation system for the recycling facility, as well as four, 20-yard gable-top roll-off containers placed at four recycling drop-off centers in Gateway, Paradox, Silverton, and Norwood.

### Deliverables Achieved

Four roll-off containers were purchased and distributed in November 2015. Retrofits to the recycling facility were completed in February 2016, which included better ventilation and a new horizontal baler.

### Six Month Update

Bruin Waste reported that their customer base continues to grow 3% each month. The horizontal baler has ensured they are able to keep up with increased volumes at their recycling center, especially during the busy season when the population in the region swells.

#### For-Profit

Tax status

Mesa,  
Montrose, San  
Miguel,  
Ouray, San  
Juan Counties

Geographic area

\$97,392

Awarded

3

Percent increase in  
customer base each  
month



# Walking the Talk at the Capitol Building

## Colorado Department of Personnel and Administration

### Summary

This project serves to improve the existing recycling program at the Colorado State Capitol Building. Grant funds were used to purchase and install recycling bins throughout the Capitol Building, educate key stakeholders about the program, and draft a recycling program guidance document for the benefit of the Capitol Complex and other state agencies.

### Deliverables Achieved

The new recycling program was successfully implemented in April 2016. The Capitol building has all-new recycling bins in high-traffic public areas that are consistent in appearance and clearly marked. A personal recycling bin was also provided for each desk in office areas. Education consisted of two trainings given to the building's custodial crews and a brochure distributed to each staff person and legislator to inform them what can be recycled in the new program. A guidance document was also produced using the Capitol Building as a case-study to assist other state agencies in their greening government efforts.

Govt

Tax status

Denver

Geographic area

\$70,556

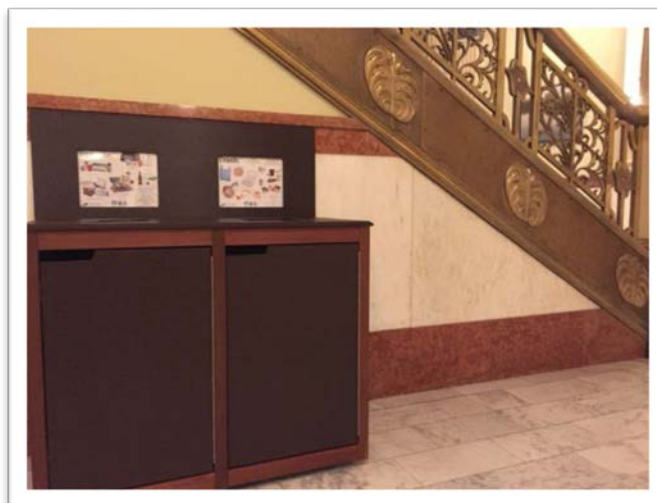
Awarded

200

Percent increase in recycling over baseline since the new program was implemented

### Six Month Update

The recycling program continues to be well-received by staff, legislators, and visitors. Contamination rates for the recycling bins are below two percent. A follow-up waste audit in September 2016 revealed that 74 percent of the waste found in the trash could have been composted. Since compost collection was not part of the original scope, Building Operations staff are considering how the program could expand to capture this waste stream.





# Wooden Pallet Recycling

Go Green Pallet Co.

## Summary

This project serves to increase the supply of new wooden pallets in Colorado by remanufacturing obsolete or damaged wooden pallets into new wooden pallets that conform with internationally and nationally recognized standards. Funds were used to purchase a saw and a venting unit for Go Green Pallet's existing heat treatment system.

## Deliverables Achieved

All modifications to the building and heat-treatment trailer were completed by February 2016. The new saw and heat-treatment trailer have allowed Go Green Pallet to remanufacture nearly 80 tons of standardized pallets that would have otherwise gone to the landfill.

## Six-Month Update

Interest in recycling non-standard sized pallets has continued to increase, especially from companies in the solar and oil-and gas industries. The new recycling program has justified the hiring of four new employees to keep up with demand.

### For-Profit

Tax status

Greeley,  
Northern  
Colorado

Geographic area

\$19,350

Awarded

23,000

Number of  
remanufactured pallets  
produced in the first year  
of the program



# Revolutionizing Single-Stream Glass Recycling

## Momentum Recycling, LLC

### Summary

This project serves to increase the amount of glass recycled in Colorado. A new 'bottle-to-bottle' glass recycling facility in the Denver area opened in early 2016. This project established a supplemental process at this new facility to process previously unrecoverable glass fines. Funds were used to purchase equipment to segregate and bag glass cullet.

### Deliverables Achieved

Delays in construction and assembling the equipment line prevented the facility from being operational by the end of the state fiscal year.

### Six-Month Update

Successful trial runs of the equipment were completed in December 2016. The Certificate of Occupancy has not been given pending approval from the sanitary sewer engineer and submitting finalized as-built drawings to the county. A grand opening ceremony is planned for February 2017.

### For-profit

Tax status

### Boulder County, Statewide

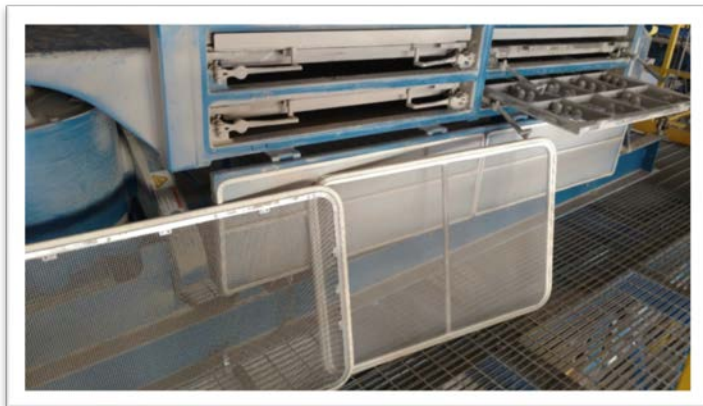
Geographic area

**\$202,300**

Awarded

**1<sup>st</sup>**

Processing center in the state able to recycle glass residues from single-stream collection



# Expanding Collection of Hard-To-Recycle Items

## Onsite Electronics Recycling, LLC (dba I.T. Refresh)

### Summary

This project serves to increase the variety of material collected and processed for recycling from area businesses, including #6 block foam packaging, film plastics, bubble wrap, and bicycle tires. New storage containers and self-dumping hoppers have increased processing efficiencies. A new box truck has allowed IT Refresh to schedule additional collections of hard-to-recycle items.

### Deliverables Achieved

The box truck, storage containers, and hoppers were all on-site prior to the end of the grant cycle. IT Refresh began advertising the new materials they can accept for recycling in May 2016.

### Six-Month Update

Demand for film plastics recycling has exceeded expectations, due in large part to participation by Colorado State University. IT Refresh has filled a niche with their ability to accept quantities of hard-to-recycle materials that can't be feasibly recycled at the recently opened city-owned recycling drop-off center.

**For-profit**

Tax status

**Fort Collins**

Geographic area

**\$99,218**

Awarded

**2**

Number of new employees hired to process hard-to-recycle materials



# Building Recycling Infrastructure in Southwest Colorado

## 307 Investments, LLC (dba Phoenix Recycling)

### Summary

This project serves to develop a new Southwest Regional Recycling Facility. This new facility serves as a consolidation point for recyclables collected in Archuleta, Dolores, La Plata, Montezuma and San Juan counties. Funds were used to purchase equipment to sort recyclable material.

### Deliverables Achieved

Most of the activity that took place during the grant cycle was construction of the new recycling facility. The Certificate of Occupancy was received July 1, 2016.

### Six-Month Update

All equipment is installed and fully operational. Some minor modifications made since installation have optimized the processing of recyclables. An old baler transferred from another facility began to fail in November 2016, which has prevented Phoenix Recycling from sorting single-stream recyclables on a large scale, but a new baler is on order. A total of 611 tons of recyclables have been processed since the facility began operating.

### For-Profit

Tax status

### La Plata County

Geographic area

**\$263,209**

Awarded

### 1st

Full-scale processing center in southwest Colorado that is open to any hauler of recyclables





# Creating a Zero Waste Mountain Community

## Pitkin County

### Summary

This project serves to increase the amount of food waste processed at the Pitkin County compost facility. A network of community collection sites have been established, complemented by a comprehensive education and outreach campaign. Pitkin County's existing compost facility also benefits from the addition of a bagging system so that finished compost can be sold on-site at the compost facility.

### Deliverables Achieved

A total of 407 new residences and businesses have elected to participate in the compost program. An aggressive marketing campaign was launched, including ads in two local newspapers, a radio ad, two 30-minute videos aired on local television, a 30-second television commercial, and a staffed booth at 13 community events. The bagging system was purchased in August 2015.

### Six-Month Update

A total of 167 new residences and businesses have elected to participate in the compost program in the six months since the grant cycle ended. The County has sold 408 bags of finished compost using the bagging system. Nearly 550 tons of compost has been diverted from the landfill since the grant cycle ended.

Govt

Tax status

Pitkin County

Geographic area

\$201,765

Awarded

56%

Increase in the amount of food waste and other compostables processed



# Expanding Recycling in Northwest Colorado

## Twin Enviro Corporation (dba Twin Enviro Services)

### Summary

A new recycling facility was built in Milner, Colorado to service Routt County, Moffat County, and Jackson County. The facility increases the financial viability and long-term sustainability of recycling initiatives in northwest Colorado. Funds were used to purchase equipment to sort and bale recyclable material.

### Deliverables Achieved

The project encountered significant delays in receiving and installing the sorting equipment, all of which was custom fabricated, but the facility became operational in June 2016.

### Six-Month Update

Additional fine-tuning of the sorting system has prevented Twin Enviro from formalizing a hub-and-spoke network in the region, to ensure the facility is capable of handling the influx of material. Moffat County has expressed interest and will be the first community that will join the hub-and-spoke network. A total of 179 tons of recyclables have been processed since the facility began operations.

#### For-Profit

Tax status

#### Routt County

Geographic area

**\$289,283**

Awarded

**7**

Number of jobs created to staff the new recycling facility



## Regional Materials Management Planning Studies

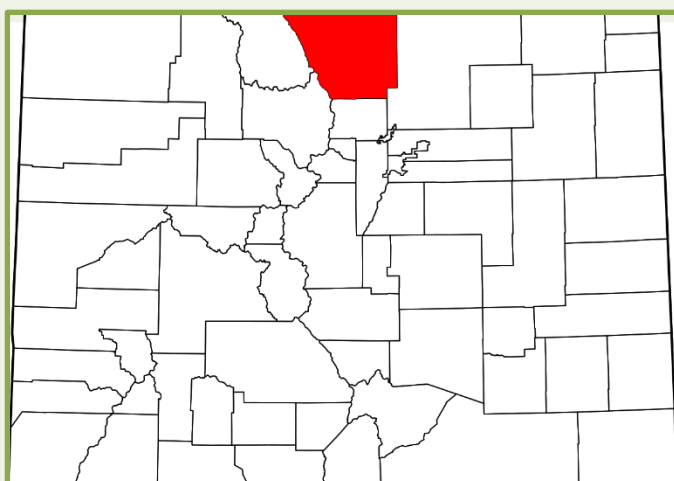
A Request for Applications was released in August 2015 soliciting proposals for regional studies in Colorado. The intent of these studies was to:

- ♻️ Identify existing waste diversion activities in the study area.
- ♻️ Suggest methods to coordinate those activities to maximize economic efficiencies.
- ♻️ Establish goals that will guide future efforts to minimize the amount of waste sent to a landfill.

Councils of government, local governments, regional community groups, and colleges and universities were invited to apply. Four applications were submitted. After careful review by the committee and the board, the department awarded a total of \$98,709 to three applicants (see Table 4). Grant recipients began their projects in February 2016 and completed their projects by November 30, 2016.

**TABLE 4: FY2016 RREO Grants, Regional Planning Studies**

#	Name of Applicant	Project Title	Award Amount	Geographic Location
1	City of Fort Collins	Regional Wasteshed Planning (Northern Front Range)	\$48,750	Larimer County
2	EcoAction Partners	Sneffels Waste Diversion Planning Project	\$18,144	San Miguel, Ouray Counties
3	Town of Fraser	Grand County Public Outreach and Strategic Planning	\$31,815	Grand County
Total Amount Funded:			\$98,709	



**Larimer County**

### KEY FINDINGS

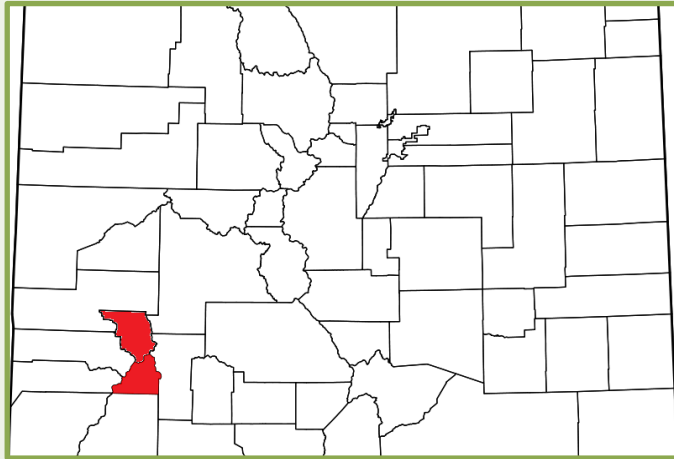
21% of all waste generated in this wasteshed is recycled or composted

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By 2025, this wasteshed will need to handle approximately 20% more solid waste than it does now as well as find an alternative for more than 415,000 tons of waste.

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Recommended infrastructure needs include a construction and demolition waste processing facility, an organics composting facility, and a materials recovery facility capable of 110,000 tons annual throughput.



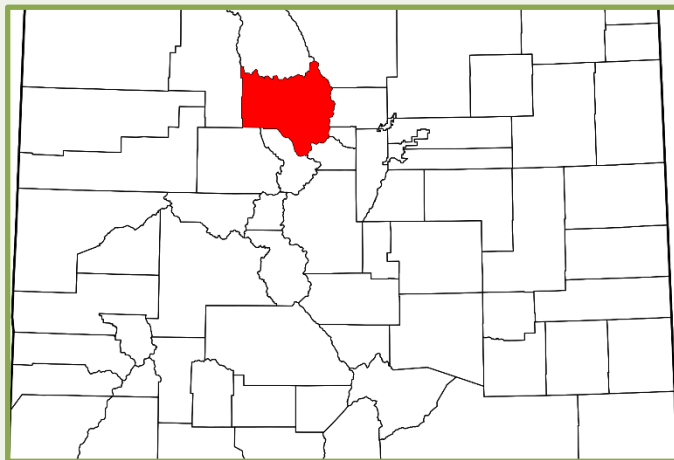
San Juan and Ouray Counties

## KEY FINDINGS

In each of the two waste composition studies completed, more than 70% of the waste found in the trash could have been diverted from the landfill.

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Recommended infrastructure needs include small and medium-scale composting facilities as the most effective way to remove organics from the waste stream.



Grand County

## KEY FINDINGS

In the waste composition study, organics were found to be the more prevalent item by a wide margin at 45%.

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Grand County's waste diversion rate is currently 14%.

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Need for a second recycling and trash public drop-off center in Fraser/Winter Park

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Need to consider a county-wide disposable bag policy.



## Project Monitoring and Reporting

Department staff monitor all grants to ensure they are meeting the requirements in their Scope of Work. Ongoing communication with the grantees is done through conference calls, emails, meetings and site visits. Each grantee is also assigned two members of the committee to act as grant monitors and provide technical assistance when needed. At minimum, the grantee must provide a midterm, year-end, and six-month follow-up report to the department.

The year-end report includes:

-  A financial summary
-  All deliverables
-  A list of completed tasks and outcomes
-  Description of unanticipated outcomes or roadblocks encountered
-  Discussion of potential future applications of project results
-  One-page summary describing new jobs created, economic impact of project, increased volumes of materials collected, participation in recycling that occurred as a result of the project, and environmental metrics and outcomes resulting from the project (*not applicable for regional planning studies*)

To review year-end reports for all FY2016 grants, please visit the following website: <https://www.colorado.gov/cdphe/rreo-grant-projects-fiscal-year-2016>

## Rebate Program

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### Background

The rebate program is designed to reward companies and organizations that offer recycling services throughout the state. Although there is no specific requirement about how rebate funds may be used by a recipient, the intent is to reinvest the funds to support or expand their recycling services. Beginning in FY2016, the committee began offering rebate payments annually as opposed to every six months.

### Application

The committee develops the Recycling Rebate Application (RRA) for each rebate cycle and presents their recommendation to the board for approval. The RRA describes the eligible rebates that are offered and the formula that is used to determine the rebate amount an entity may receive.

In FY2016, the department issued a total of \$381,150 in rebates. Rebates were awarded to any entity that incurred transportation costs associated with offering one or more free public recycling drop off sites. The committee hopes to encourage the availability of free public recycling drop-off sites in the state, especially in areas where other recycling options are limited or unavailable. Two formulas are used to calculate rebate amounts for each applicant. One half of the funds were allocated based on tonnage recycled and miles traveled to bring recyclables to the nearest processing facility. The remaining half was allocated based on the number of eligible recycling drop-off sites available to the public.

**73 percent  
of Rebates  
Support  
Rural Areas**

## Evaluation and Audit

Department staff reviewed all applications to determine if the applicant was eligible for the rebate. Staff members are required to audit at least 10 percent of received applications, per committee by-laws. For the FY2016 rebate cycles, staff completed audits on 90 percent of the applications to ensure accurate information was submitted. All rebate amounts were approved by the board based on the committee's recommendation.

## FY2016 Rebate Payments

Tables 5 below details the organizations and businesses who received a rebate in FY2016. No applicant received more than 10 percent, or \$38,115, of the total amount available to the rebate program in each cycle. Payments were mailed in October 2016.

**Average  
Rebate  
\$10,030**

**TABLE 5: Awarded Rebates, 07/01/2015 to 06/30/2016**

#	Name	Total Rebate Due
1	#1 Recycling	\$ 2,261.06
2	A-Affordable Disposal of Pueblo	\$ 2,297.54
3	Alpine Waste	\$ 2,536.93
4	Angel of Shavano	\$ 8,242.48
5	Boulder County	\$ 11,580.17
6	C&C Disposal	\$ 21,318.56
7	City and County of Broomfield	\$ 4,848.97
8	City of Brighton	\$ 2,571.61
9	City of Brush	\$ 2,389.33
10	City of Cortez	\$ 2,839.07
11	City of Craig	\$ 7,726.05
12	City of Fort Collins	\$ 4,548.06
13	City of Lakewood	\$ 6,816.04
14	City of Loveland	\$ 3,152.38
15	City of Northglenn	\$ 4,987.29
16	City of Thornton	\$ 12,056.26
17	City of Westminster	\$ 10,676.83
18	Eagle County	\$ 13,279.22
19	El Paso County	\$ 2,447.19
20	Four Corners Recycling Initiative	\$ 6,953.69
21	Gunnison County	\$ 21,318.56
22	Howard Disposal	\$ 3,331.87
23	Lake County	\$ 7,089.07
24	Mesa County	\$ 2,362.34
25	Morgan County	\$ 5,429.16
26	Northern Colorado Disposal	\$ 3,171.07
27	Overton Recycling	\$ 2,876.10
28	Pitkin County	\$ 23,579.62
29	South East and East Central Recycling Association	\$ 38,115.00
30	Smoky Hill United Methodist Church	\$ 2,271.01
31	Summit County	\$ 23,579.62
32	SustainAbility	\$ 2,894.79
33	Terra Firma Recycling	\$ 23,579.62
34	Town of Julesburg	\$ 2,295.28
35	Town of Silverton	\$ 7,197.75
36	Twin Landfill Corp.	\$ 2,300.39
37	Upper Arkansas Recycling	\$ 38,115.00
38	Waste Management	\$ 38,115.00
Total:		\$381,150.00

# Conclusion

Looking ahead to FY2017, the following activities are currently underway:

1. FY2017 Infrastructure Development Grants: This funding opportunity was announced in January 2016 and recipients began their projects on or after July 1, 2016. This RFA was similar in scope to the FY2016 Infrastructure Development funding opportunity. Since these projects are still being implemented, more details will be made available in the next annual report. Table 6 lists all approved grant projects.

## Looking Ahead

**TABLE 6: FY2017 RREO Grants, Infrastructure Development**

#	Name of Applicant	Project Title	Award Amount	Geographic Location
1	Blue Star Recyclers	Retrofit and Expansion of the Vocational Electronic Recycling Network (VERN)	\$125,020	Boulder, Denver, Colorado Springs
2	Denver International Airport	Food Donation Program Expansion	\$20,313	Denver
3	Gunnison County Public Works	Recycling Center Hub Relocation and Renovation of Existing Hub Into Spoke	\$399,382	Gunnison County
4	Hi-Tec Plastics Recycling	Plastic Pulverizer Project	\$120,200	Aurora
5	MasterWash	RREO Fund Grant Program -- RFA CDPHE-2542 (Oil Filter Recycling Program)	\$158,300	Denver
6	MDS Waste and Recycle	SLV Hub-and-Spoke Recycling Project	\$167,310	San Luis Valley
7	Quest Services LLC	Northeastern Colorado Hub-and-Spoke and Commercial Recycling	\$205,442	Yuma and Washington Counties
8	Southwest Colorado Council of Governments	Southwest Colorado Regional Education Project	\$34,198	Cities and Counties in the Four Corners Region
9	Spring Back Colorado	Building Mattress Recycling Capacity in Northern Colorado	\$297,770	Larimer County
10	Vail Honeywagon Enterprise	Honeywagon Hub-and-Spoke Compost Program	\$311,500	Eagle County
11	Yuma County	Yuma County Landfill Recycling	\$3,960	Yuma County
Total Amount Funded:			\$1,843,395	

FY2017 Regional Materials Management Planning Studies: This funding opportunity was announced in August 2016 and recipients began their projects on or after January 2017. This RFA was similar in scope to the FY2016 Regional Planning Study funding opportunity. Since these projects are still being implemented, more details will be made available in the next annual report. Table 7 lists all approved grant projects.

## Regional Planning

**TABLE 7: FY2017 RREO Grants, Regional Studies**

#	Name of Applicant	Project Title	Award Amount	Geographic Location
1	Eagle County	Eagle County Regional Study to Optimize Waste Diversion	\$49,384.20	Moffat, Rio Blanco, Garfield, Routt, Eagle Counties
2	Pueblo Area Council of Govts	Pueblo County Solid Waste Study - 2017	\$49,964.00	Pueblo County
3	San Luis Valley Ecosystem Council	San Luis Valley Waste Diversion Plan	\$50,000.00	Saguache, Mineral, Rio Grande, Alamosa, Conejos, Costilla Counties
4	Terra Firma Recycling Fund	Terra Firma Recycling's Regional Studies to Optimize Waste Diversion	\$49,296.50	Huerfano, Las Animas, Baca Counties
5	Upper Arkansas Area Council of Govts	UAACOG Waste Optimization Regional Study	\$24,363.00	Lake, Chaffee, Fremont, Custer Counties
Total Amount Funded:			\$223,007.70	

2. FY2017 End-Market Development Grants: This funding opportunity was announced in November 2016 and recipients began their projects in February 2017. Through this RFA, projects were selected that processed recyclables into a feedstock suitable for end-use manufacturing or created a new end-use manufacturing process. Since these projects are still being implemented, more details will be made available in the next annual report. Table 8 lists all approved grant projects.

## End-Markets

**TABLE 8: FY2017 RREO Grants, End Market Development**

#	Name of Applicant	Project Title	Award Amount	Geographic Location
1	BioChar Now, LLC	Waste Wood Conversion to Biochar	\$352,645	Berthoud
2	CH2E Colorado, LLC	Waste Tire Recycling for Erosion Control Products Manufacturing	\$162,832	Hudson
3	Direct Polymers, LLC	Producing End-User Feedstocks from Loose Plastic Scrap Opportunities	\$217,000	Denver
4	Fort Collins Conservation District	Rural Solutions: Polypropylene Twine Recycling	\$488,000	Johnstown
5	Momentum Recycling, LLC	Rail Car Conveying Equipment and Bulk Bag Support and Hoist	\$297,714	Broomfield
Total Amount Funded:			\$1,518,191	

3. Recycling Rebates: A rebate application covering the period 07/01/2016 – 06/30/2017 will be available in August 2017. It is anticipated that rebates will continue to be offered to those who operate free public recycling drop-off sites.
4. FY2018 Infrastructure Development Grants: A Request for Applications was released in January 2017 with applications due in March 2017. Of the 36 proposals submitted, a total of ten projects were selected in April 2017. Contract development is currently underway with an anticipated start date for all projects set for July 1, 2017.
5. Markets Analysis: The department seeks to gain a better understanding of the current condition of Colorado’s recycling markets and gauge potential for future growth in the state’s end markets for recyclables. There are many directions this type of analysis can take. As a result, the department hired a consultant in September 2016 to develop a scope of work for this larger markets analysis. Initially, materials considered were limited to glass, metals, and plastics. A literature review was completed, a stakeholder meeting was held, and a survey was distributed to inform the scope of work for the larger study. The results from this study will be discussed in more detail in next year’s annual report.

## Rebates

## FY2018 Grants

## Markets Analysis

## Final Thoughts

The grant program has achieved much success by increasing waste diversion, creating jobs and investing in Colorado’s recycling infrastructure. As a result of the FY2016 grants, 43 jobs were created and 106,856 tons of recyclables and compostables were diverted from the landfill. Funding for capital equipment made up 93 percent of all grant awards funding (see Appendix 1 for a detailed

look at payouts and project benefits). This equipment will continue to sustain waste diversion activities across the state long after this grant period has ended. Additionally, recycling rebates continue to be offered to help sustain free public recycling drop-off centers, many of which are located in rural areas.

The level of interest in the RREO grant program continues to be strong. More than 30 people representing 27 organizations involved in the recycling, reuse and remanufacturing industries attended the pre-application conference for the FY2016 Infrastructure Request for Applications. This is reflected in the total amount requested versus the availability of funds to meet the requested need. The department received \$8.4 million in grant requests in FY2016, while only \$2.0 million could be awarded. This represents only 24 percent of the total amount requested. With the passage of SB13-050 and the program receiving the full \$0.14 per cubic yard allowed in statute as of January 1, 2016, these revenues will help address unmet need.

As revenues have continued to increase year-over-year, revenues collected in FY2016 exceeded the program's spending authority, resulting in a fund balance of nearly \$1.6 million. In response, the Joint Budget Committee raised the program's spending authority in FY2017 to \$4.3 million so that the department can develop opportunities to encumber the program's uncommitted reserves. Given that the average annual unmet need is \$4 million, there are an ample number of worthwhile and shovel-ready projects that can be funded in future grant cycles.

Because of SB13-050, the RREO program has been extended through June 2026, and it is likely that interest in the program from for-profit companies, nonprofit organizations, school districts, universities and local government entities will remain strong in the coming years. The board, committee, and the department remain committed to fully utilizing the potential of the RREO program to guide Colorado toward a more environmentally sustainable and economically prosperous future.

**Progress  
Made**

**Fund  
Balance**

**Thank  
You!**

Appendix 1: FY2016 Grant Metrics -- Total Payout, Jobs Created, and Tons Diverted

Budget Item	307 Investments (Phoenix Recycling)	A1 Organics	Angel of Shavano	Bruin Waste	Colorado Department of Personnel and Administration	EcoAction Partners	City of Fort Collins	Go Green Pallet	IT Refresh    (Onsite Electronics)	Momentum Recycling	Pitkin County	Town of Fraser	Twin Enviro	Category Total	Percent Breakdown	Budget Item
Personnel Salaries						\$ 11,945.00								\$ 11,945.00	0.6%	Personnel Salaries
Fringe Benefits														\$ -	0.0%	Fringe Benefits
Tuition/Fees														\$ -	0.0%	Tuition/Fees
Travel Costs					\$ 398.49	\$ 1,406.60								\$ 1,805.09	0.1%	Travel Costs
Materials/Supplies/Equipment(under \$5000)				\$ 3,000.00	\$ 39,129.91	\$ 578.63	\$ 2,073.00	\$ 4,850.00	\$ 17,218.00		\$ 139,913.84	\$ 4,388.65		\$ 211,152.03	10.4%	Materials/Supplies/Equipment (under \$5000)
Equipment Purchases (over \$5000)	\$ 263,209.00	\$ 402,300.00	\$ 285,794.00	\$ 94,392.00				\$ 9,200.00	\$ 82,000.00	\$ 202,003.00	\$ 48,035.31		\$ 289,283.00	\$ 1,676,216.31	82.7%	Equipment Purchases (over \$5000)
Contractors/Subcontractors							\$ 5,000.00	\$ 5,300.00			\$ 3,000.00	\$ 3,000.00		\$ 16,300.00	0.8%	Contractors/Subcontractors
Consultants					\$ 29,161.51	\$ 2,000.00	\$ 41,677.00					\$ 24,412.50		\$ 97,251.01	4.8%	Consultants
Training/Education														\$ -	0.0%	Training/Education
Marketing/Advertising														\$ -	0.0%	Marketing/Advertising
Other Direct Costs					\$ 1,742.00						\$ 8,328.03			\$ 10,070.03	0.5%	Other Direct Costs
Indirect Costs						\$ 1,000.00								\$ 1,000.00	0.0%	Indirect Costs
Total Payout	\$ 263,209.00	\$ 402,300.00	\$ 285,794.00	\$ 97,392.00	\$ 70,431.91	\$ 16,930.23	\$ 48,750.00	\$ 19,350.00	\$ 99,218.00	\$ 202,003.00	\$ 199,277.18	\$ 31,801.15	\$ 289,283.00	\$ 2,025,739.47	100.0%	Total Payout

Final Report Metrics 07/01/2015 - 06/30/2016																Final Report Metrics 07/01/2014 - 06/30/2015
Job Creation*	0	7	2	3	0	0	0	0	2	1	0	0	0	15		Job Creation*
Average Salary	\$0.00	\$50,001 - \$60,000	\$15,001 - \$30,000	\$30,001 - \$40,000	\$0.00	\$0.00	\$0.00	\$0.00	\$15,001-\$30,000	\$60,000 +	\$0.00	\$0.00	\$0.00			Average Salary
Materials Diverted, Tons	0	39,837	3,362	3,240	2	0	0	135	1	21	280	0	13	46,891		Materials Diverted, Tons

Six Month Summary Update 07/01/2016 - 12/31/2016																Six Month Summary Update 07/01/2015 - 12/31/2015
Job Creation*	1	0	3	1	0	0	0	4	2	8	1.5	0	7	28		Job Creation*
Average Salary	\$40,001 - \$50,000	\$0.00	\$15,001 - \$30,000	\$30,001 - \$40,000	\$0.00	\$0.00	\$0.00	\$15,001-\$30,000	\$15,001-\$30,000	\$40,001-\$50,000	\$15,001-\$30,000	\$0.00	\$15,001-\$30,000			Average Salary
Materials Diverted, Tons	611	55,569	891	660	3	0	0	484	4	1,030	548	0	166	59,965		Materials Diverted, Tons

Total Materials Diverted, Tons	611	95,406	4,253	3,900	5	0	0	619	5	1,051	828		179	106,856		Total Materials Diverted, Tons
Total Jobs Created	1.0	7.0	5.0	4.0	0.0	0.0	0.0	4.0	4.0	9.0	1.5		7.0	42.50		Total Jobs Created

\* 1 FTE = 40 hrs worked per week





# COLORADO

## Pollution Prevention Advisory Board

Department of Public Health & Environment

### Board Members and CDPHE Staff Jan 2017

<u>Name/Company</u>	<u>Phone</u>	<u>E-mail</u>
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# COLORADO

## Pollution Prevention Advisory Board Assistance Committee

Department of Public Health & Environment

### Committee Members and Department Staff

*Last Update: May 30, 2017*

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# Request for Applications

## Economic Development Through the Productive Management of Post-Consumer Waste

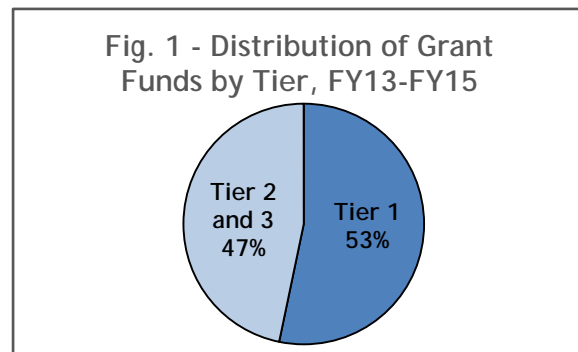
January 2, 2015

### 1.0 - Grant Program Goals

The Colorado Department of Public Health and Environment (the department), working through the Pollution Prevention Advisory Board (the board) and the Assistance Committee to the board (the committee), requests applications for grant projects awarded from the Recycling Resources Economic Opportunity (RREO) Fund.<sup>1</sup> The Recycling Resources Economic Opportunity Act (the Act) created the RREO Grant Program (grant program) with the intent to fund implementation projects that promote economic development through the productive management of recyclable materials that would otherwise be treated as discards. Projects that meet this goal are designed to implement source reduction, recycling, anaerobic digestion, composting, or beneficial use/reuse for a wide variety of materials.

This will be the eighth year for the grant program. Approximately \$1,800,000 is expected to be available in the fiscal year 2016<sup>2</sup> grant cycle to fund multiple projects for a duration of one year. Funded projects will be reimbursed for expenses incurred per the project's Scope of Work. See Section 9.0 for more information on disbursement of funds.

The grant program intends to fund projects that are sustainable beyond the scope of the grant, will enhance the financial viability of recycling in Colorado, and create new jobs in the state. To meet these goals, primary consideration will be given to those applicants who request funding to develop a Hub-and-Spoke recycling infrastructure.<sup>3</sup> Up to 100% of the available grant dollars may be allocated to fund this type of program; however, if the grant program receives applications that the committee and board feel do not adequately meet the criteria for a Hub-and-Spoke recycling system, grant dollars will be allocated to other projects that meet second and third tier priorities as outlined in Section 4.0 of this document. Figure 1 above illustrates how past grant dollars have been allocated by tier since Hub-and-Spoke was made a priority. Proposals that do not include the Hub-and-Spoke concept remain competitive and have a fair chance at securing funding.



Emphasizing Hub-and-Spoke will develop increased recycling infrastructure and provide widespread access to recycling throughout the state. The board and committee continue to look at the Hub-and-Spoke model as a top priority for the grant program and remain so for the foreseeable future. The committee and board will look for proposals that establish a hub facility that creates greater storage capacity and greater processing capabilities. Equally important are proposals that create or expand one or more recycling drop-off centers (spokes). To be considered a Hub-and-Spoke project, proposals must request funds to establish a full Hub-and-Spoke system that includes a Hub and at

<sup>1</sup> C.R.S. §25-16.5-106.5 (Chapter 270 Article 19.7)

<sup>2</sup> The 2016 fiscal year begins on July 1, 2015 and ends on June 30, 2016.

<sup>3</sup> For additional information on the Hub-and-Spoke concept, visit <https://www.colorado.gov/pacific/cdphe/hub-and-spoke-recycling-model>

least two Spokes. These can be entirely new facilities or retrofits of existing facilities. Proposals that establish only a hub or a single spoke will be considered a Tier 2 project. Additionally, Hub-and-Spoke networks that focus on other recyclables (i.e. - e-waste, construction and demolition waste, etc.) will now be considered Tier 1 projects. Hub-and-Spoke networks may also focus on some combination of paper and containers, as in years past. See Attachment #3 for more detail on eligible expenses for Hub-and-Spoke proposals. See Attachment #4 for a complete list of the information required by Hub-and-Spoke proposals.

## 2.0 - Application Procedures

### 2.1 - Time Line

January 2, 2015	Release of RREO Request For Applications
January 30, 2015, 3:00 PM MST	Deadline to Submit Questions Prior to Bidders Meeting
February 4, 2015, 9:00 AM MST	Bidders Meeting
February 18, 2015, 3:00 PM MST	Deadline to Submit Questions Prior to Application Due Date
March 3, 2015, 3:00 PM MST	<b>Application Due Date</b>
April 15, 2015	Selection Committee Issues Questions Via Email on High Ranking Proposals, If Applicable
April 22, 2015, 3:00 PM MDT	Deadline to Respond to Questions from Selection Committee, If Applicable
May 1 - June 30, 2015	Notice of Grant Awards and Issuance of Contracts and Purchase Orders
July 1, 2015	Earliest Effective Start-Work Date for Awardees
June 30, 2016	Completion of 2014-15 Grant Funded Projects

### 2.2 - Questions and Bidders Meeting

Though optional, grant applicants are strongly encouraged to attend the bidders meeting. This is each applicant's opportunity to receive feedback directly from the selection committee on proposal ideas and to resolve any questions an applicant may have about the Request for Applications document. The bidders meeting is scheduled for Wednesday, February 4, 2015 from 9:00 AM till 12:00 PM in the Sabin/Cleere Room at the Colorado Department of Public Health and Environment, 4300 Cherry Creek Drive South, Denver, 80246. Teleconferencing will be available. Questions may be submitted in advance of the Bidders Meeting to grant program staff at [cdphe.ppp2@state.co.us](mailto:cdphe.ppp2@state.co.us). Please submit questions to be addressed during the meeting no later than 3:00 PM MST on Thursday, January 30, 2015. Questions may also be asked during the Bidders Meeting if not submitted beforehand.

Minutes from the Bidders Meeting, which will include answers to all questions submitted before and asked during the meeting, will be posted on the department's website by Monday, February 9, 2015. If applicants have questions that weren't addressed at the Bidders Meeting, these additional questions will be accepted until 3:00 PM MST on Wednesday, February 18, 2015. These questions must also be submitted via email to [cdphe.ppp2@state.co.us](mailto:cdphe.ppp2@state.co.us). Corresponding answers will be posted on the department's website by Monday, February 23, 2015.

To attend the meeting, please RSVP by contacting Eric Heyboer, Recycling Grant Program Administrator, at 303-691-4955 or [cdphe.ppp2@state.co.us](mailto:cdphe.ppp2@state.co.us) (include in the Subject Line: "RREO Grant Bidders Meeting Reservation"). Include the name of the business or organization, name(s) of those attending and contact phone number(s). Applicants who are unable to attend the bidders meeting in person may join via teleconference. Please indicate a teleconferencing preference when confirming attendance at the Bidders Meeting.

### 3.0 - Grant Program Scope

Funding for the grant program was created by the Act, which collects a surcharge on solid waste taken to Colorado landfills for disposal. The Act established that recycling is an important means of:

- Realizing environmental benefits;
- Realizing economic benefits to the state, including job development; and
- Preserving the state's natural beauty.

Grants are available to qualified applicants whose applications address the three goals listed above and also meet one or more of the following objectives:

- Accomplishing greater levels of solid waste minimization, waste diversion (from landfill disposal), recycling (for various materials or products), material reuse and composting;
- Implementing proven diversion methods such as Pay-As-You-Throw (PAYT), market incentives, contracting, municipal ordinance, or other mechanisms;
- Developing best practices in recycling, waste minimization and diversion, material reuse and composting;
- Improving market research and data to identify material reuse opportunities;
- Providing data on quantities of recyclables in order to set goals, track progress, and support new or expanded market development;
- Providing detailed economic information on the impacts of recycling and material reuse in Colorado;
- Educating and informing the general public about recycling; and
- Increasing regional partnerships to maximize economies of scale.

### 3.1 - Eligibility

Entities that are eligible to apply include:

- Public and government agencies, including but not limited to, universities, schools, special districts, and intergovernmental partnerships;
- Private sector entities (for-profit and nonprofit organizations) that have the approval and/or support of a local government agency<sup>4</sup>;
- Private sector entities (for-profit and nonprofit organizations) that **do not** provide evidence of support from a local government agency, but instead include documentation that the project will be beneficial to the local community, are in compliance with all applicable regulations, and hold all necessary permits;
- Out-of-state companies or organizations that are expanding in or relocating to Colorado that have an in-state business presence (i.e., facilities, equipment, employees), are registered as doing business in Colorado, and whose project benefits Colorado directly (such entities must be registered with the Colorado Secretary of State's office prior to application submittal).

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<sup>4</sup> Local government may include municipal, county, regional authorities, or special improvement district agencies.

All entities must be able to meet the department's insurance requirements. Though proof of insurance is not required with the grant application, applicants who are selected for a grant award will need to provide proof of insurance before a formal contract is signed with the department. Please visit the following website to view the department's insurance requirements: <https://www.colorado.gov/pacific/cdphe/recycling-grants#appdocs>

Project proposals that collect, sort, and use organic waste as raw materials for anaerobic digesters to produce biogas are eligible to apply. **Other waste-to-energy projects are not eligible to apply for this grant opportunity.** These include, but are not limited to, technologies such as mass burn, gasification, pyrolysis, plasma arc, and other thermal technologies. With the exception of anaerobic digesters, no portion of the waste-to-energy process is eligible for funding.

Applicants who have applied and received grant funding from the RREO program in the past are eligible to apply again.

## 4.0 - Grant Priorities

Based on the 2010 report *Charting a New Course in Solid Waste Management for Colorado*<sup>5</sup>, which evaluates waste diversion and recycling needs in Colorado, a tiered system is used to prioritize the types of projects that will best help the state increase waste diversion and create economic opportunities. Projects that meet the criteria in the first tier will be prioritized over those that meet the second or third tier. To assist applicants in determining if a proposal will be considered first tier, please visit <https://www.colorado.gov/pacific/cdphe/hub-and-spoke-recycling-model> and access the Hub-and-Spoke Self-Determination Flow Chart document. The tiers are outlined below.

Tier 1 (projects must meet **both** criteria):

- Implement the Hub-and-Spoke model:
  - to develop or expand local or regional recycling infrastructure, especially in underserved areas of the state; and
  - to form public-private or multi-jurisdiction partnerships to promote waste diversion, recycling, recycling markets, the beneficial use of discarded materials, or other recycling-related uses.

Tier 2 (includes some or all of the following types of projects in no order of priority):

- Implement projects that directly result in increased levels of recycling, reuse, and/or composting to divert more materials from landfill disposal. This may include Pay-As-You-Throw (PAYT) programs, market incentives, performance-based contracting, municipal ordinances, or other similar mechanisms.
- Provide local incentives to develop or expand markets for recycled products and material reuse.
- Develop or expand local or regional recycling infrastructure, though not necessarily via a Hub-and-Spoke model. This may include establishing a new or expanding an existing waste transfer station where some form of waste diversion activity occurs.
- Form public-private or multi-jurisdiction partnerships to promote waste diversion, recycling, recycling markets, the beneficial use of discarded materials, or other recycling-related uses. These partnerships can be developed independently of a comprehensive Hub-and-Spoke system.

Tier 3 (includes some or all of the following types of projects in no order of priority):

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<sup>5</sup> [https://www.colorado.gov/pacific/sites/default/files/DEHS\\_RREO\\_VisionPlanFullReport.pdf](https://www.colorado.gov/pacific/sites/default/files/DEHS_RREO_VisionPlanFullReport.pdf)

- Provide sustainable community resource education programs on the importance of reducing, reusing, recycling, and composting.
- Develop educational programs and improve waste diversion infrastructure for schools and other educational institutions.
- Provide assistance in connection with the development or improvement of integrated waste management plans by local governments that focus on waste diversion.
- Clean up illegal waste dumping.

Priorities and tier characteristics may change in future grant cycles.

## 5.0 - Application Evaluation Criteria

### 5.1 - Threshold Requirements

Threshold requirements that must be met before any application will be fully evaluated include:

- All sections of the application are complete and the cover sheet is signed.
- The application is formatted correctly and within the defined page limit.
- The applicant is registered to do business within the State of Colorado and includes a Certificate of Good Standing from the [Office of the Secretary of State](#) (if applying as a for-profit or nonprofit entity).

If any of the threshold requirements listed above are not met, the application may be disqualified and may not be reviewed by the selection committee.

### 5.2 - Point Assignments

Applications will be scored by a selection committee composed of board and committee members. Scores will be based on the applicant's ability to successfully address the following categories in the application narrative (see Sections 6.3 through 6.6):

Economic Impact	18 points
Environmental Benefits	18 points
Infrastructure Improvement	18 points
Feasibility of Successful Implementation and Sustainability	15 points
Measurable Results and Outreach	10 points
Experience and Qualifications	8 points
Project Work Plan	6 points
Project Budget	6 points
Facility Requirements	1 point

**Total: 100 points**

All proposals will be scored by a selection committee and ranked accordingly. Proposals that score highest in the initial round of deliberations are considered finalists. The number of finalists will vary depending on the amount of funding available to award. The selection committee reserves the right to ask each finalist one or more clarifying questions in the event there are sections within a proposal that are confusing or unclear. The selection committee may adjust an application's initial score based on the answers received from each finalist, which will influence the committee's final decision to award or to reject a particular application. There is no guarantee that a finalist will be asked to answer any questions. If a finalist fails to respond to the selection committee's questions by the deadline, the proposal may be disqualified. The deadline to respond to questions is April 22, 2015, 3:00 PM MDT. To ensure a transparent process, all questions and answers will be documented via email correspondence and will become part of the



finalist's application. Program staff will call a finalist within 48 hours to ensure questions were received if the finalist does not confirm receipt of the questions.

PLEASE READ THE FOLLOWING INSTRUCTIONS CAREFULLY
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## 6.0 - Required Application Format

Sections 6.1 - 6.6 of this proposal must not exceed ten (10) consecutively numbered (bottom center), 8.5x11-inch pages of single-spaced, standard 11-point type (e.g., "Arial" in black font only) with 1-inch margins. If submitting a Hub-and-Spoke application, do not exceed twelve (12) pages. All applications must be organized using the headings listed below. **Failure to adhere to format requirements may lead to disqualification.**

### 6.1 - Cover Sheet

Use the application cover sheet (Attachment #1) to provide the following: project title, organizational contact information, federal tax identification number, total amount of funding requested, matching/in-kind contributions (if any), and contact information of both the project director as well as the financial officer. Estimate the cost/tons diverted for the project in the space provided by dividing the total dollar amount requested by the estimated tons of material the project plans to divert from the landfill during the first twelve months the project is fully operational. Be sure to check the box that indicates a Hub-and-Spoke application, if applicable. Visit <https://www.colorado.gov/pacific/cdphe/hub-and-spoke-recycling-model> to access the Hub-and-Spoke Self-Determination Flow Chart document.

**Note:** The cover page is counted as the first page of the application and is included within the page limit.

### 6.2 - Project Abstract

Describe the intent of the proposed grant project in **250 words or less**. Clearly state the project's objectives and intended results. Keep this paragraph free of any proprietary information. Awarded projects will have their abstracts posted on the department's website.

### 6.3 - Application Narrative

#### 6.3.1 - Criterion: Economic Impact

- 1) Quantify how the project will increase the potential for economic growth and job development for Colorado businesses. Consider the degree of economic benefit relative to the project's deliverables and expected outcomes. If applicable, quantify how the project will increase the potential for new markets or how it will expand end use manufacturing that will improve Colorado's waste diversion. Provide information to substantiate and justify the calculations, including an explanation of the cost per ton figure provided on the application cover sheet.
- 2) Describe specific jobs created as a result of this project and quantify the number of Full-Time Equivalent (FTE) positions, where one FTE equals a 40-hour per week position. Give the average wage rate and type of job created (temporary, permanent, contract, laborer, driver, office personnel, etc.).



### 6.3.2 - Criterion: Environmental Benefits

- 1) Explain which materials will be recycled, composted, reused, etc. over the course of this project and why these materials were chosen to be the focus of the project.
- 2) If an e-waste project, are you certified to a nationally recognized standard? If not, explain how you will achieve this level of certification. Provide a list of downstream handlers in the Appendix.
- 3) Discuss the significance of the project's impact on recycling, waste diversion, and/or waste minimization. Quantify (in tons) the project's affect on recycling, waste diversion, material reuse and/or waste minimization in the state of Colorado or in a particular region of Colorado. Indicate when those benefits will be realized. If weights are not known, use the most appropriate volume-to-weight conversion calculation as provided in Attachment #5.
- 4) Discuss additional environmental benefits that will be realized from this project such as natural resource conservation, greenhouse gas reduction, energy conservation, water usage, air quality, or other environmental indicators. If the project requires the purchase of collection vehicles, consider those that emit less pollution such as vehicles powered by alternative fuels (natural gas, biodiesel, ethanol, etc.).

### 6.3.3 - Criterion: Infrastructure Improvement

- 1) Specify whether this project creates a new Hub-and-Spoke recycling network or expands on an existing Hub-and-Spoke network. If either scenario applies, all questions listed in Attachment #4 must be answered as a separate attachment to the application.
- 2) Consider the level of need in the community and uniqueness of the services that will be provided. Describe the existing recycling infrastructure in the area and the need for additional infrastructure. If available, provide data to substantiate the need for the proposed project. Are there local service providers that offer a similar service to what this project proposes to accomplish? If so, how will the service created as a result of this project be unique in the community? If this project benefits an under-served portion of the state, explain how this project will create, enhance, or complement the local recycling infrastructure.
- 3) If any public, private, or multi-jurisdictional partnerships are created as a result of this project, how will these relationships be maintained and what role(s) will the partners play? Specifically, how will these partnerships be utilized to promote waste diversion and recycling? Provide letters of support from these entities in the Appendix. Hub-and-Spoke applicants may defer the answer to this question until Attachment #4, which requests more specific information on partnerships.

### 6.3.4 - Criterion: Feasibility of Successful Implementation and Sustainability

- 1) Provide an overview of the project's goals and objectives, and how they will be achieved. Refer to Attachment #2 to specifically outline the project's work plan.
- 2) Specifically describe who will buy the products or materials this project proposes to create or collect. If applicable, include a discussion on market research indicating a demand for the product manufactured. Additionally, discuss how the recyclables collected over the course of the project will be processed and marketed, providing

information on the downstream markets to be used. If recyclables are collected in separate streams, will they be marketed as individual commodities?

- 3) What plan is in place to assure the project will continue after the grant period ends and how will the project continue to be funded? Describe any long-term program planning, communications, and/or educational activities that will be implemented to help sustain the project.
- 4) Describe any challenges that may affect the outcome of the project and how these challenges will be addressed. If applicable, consider the constraints that adverse weather conditions could have on the project and how this will be accounted for in the work plan.
- 5) Which community stakeholders will be involved and how will they support the project?
- 6) Identify sources of any matching or in-kind funds or non-monetary support that will be used in conjunction with grant dollars to implement the project. While in-kind matching is not required, proposals that include in-kind funds will be scored more favorably.
- 7) Justify why grant dollars are needed to implement the proposed project. Consider whether current liquid assets or loans could negate the need for a grant. If other funding sources were explored explain why they were not feasible to fully fund the proposed project.
- 8) Confirm what permits will be needed to complete the project (storm water, air, recycling facility, local land use/zoning, etc.). Be sure to consider how delays in acquiring the necessary permits might affect the project's implementation timeline.

#### 6.3.5 - Criterion: Measurable Results and Outreach

- 1) Describe what metrics or indicators will be used to monitor the project's progress and how these metrics will be documented. Consider metrics for both economic (jobs created, revenues generated, etc.) and environmental benefits (tons recycled, reduced miles traveled to bring material to market, etc.). Describe how the results of the project, and any lessons learned, will be shared with the local community and beyond. For instance, sharing the results of the project with various trade associations (e.g., Colorado Association for Recycling, Solid Waste Association of North America, Colorado Municipal League).
- 2) Does this project have the ability to be duplicated in other communities in Colorado and how might that occur?

#### 6.3.6 - Criterion: Experience and Qualifications

- 1) Describe the applicant's relevant education and experience of key personnel.
- 2) Specify abilities the applicant possesses that will make the project a success.
- 3) If the applicant is part of the regulated community, describe what action will be taken to ensure the project meets all applicable state and local permitting requirements. Discuss the status of any environmental compliance issues with the department and/or the local governing body. Is there any other pending litigation or contingent liabilities that may have a bearing on this project or application? If yes, explain.

- 4) Discuss how worker safety will be addressed as the project is implemented. Will an Environmental Health and Safety plan be needed? If yes, explain. Consider including the development of this plan as a project deliverable.

## 6.4 – Methodology and Work Plan

### 6.4.1 Project Work Plan/Timeline

Using the standardized table provided in **Attachment #2** of this document, create the project's work plan and timeline. All categories must contain content unless stated otherwise in the following instructions. Additional rows can be added as needed in any section. **The work plan must be included within the 10-page application or within the 12-page limit of a Hub-and-Spoke application. DO NOT include the project's work plan in the appendix.**

- 1) Identify and list the goal and objective of the project. Goals are typically broad statements; they define a target for achievement. Objectives are statements that are focused and detailed. When the objective is accomplished, it achieves the goal or makes progress toward the achievement of the goal.
- 2) Identify and list the primary activity. If specific tasks need to be completed to successfully complete the primary activity, list these in the sub-activities section. If sub-activities are not needed, leave the sub-activities category blank. Ensure that the primary activity and sub-activities will meet the objective of the project. When identifying responsible entities in the work plan, use job titles instead of names for key personnel. Projects may have multiple activities and corresponding sub-activities. Copy and paste additional rows in the template as needed.
- 3) List all known requirements and standards that govern or affect how the activities will be completed. These may be industry standards, internal standards for conducting these types of activities, or other regulatory requirements or standards.
- 4) Identify and list the result that is expected from the completion of the activities. The result should also meet the objective of the project.
- 5) Identify and list what will be measured to certify the result has been achieved.
- 6) List the deliverables and the date they will be submitted to the department.
  - a) Deliverables are typically tangible items and demonstrate progress or completion of the activities.
  - b) Deliverables may also include information on what is being measured to ensure the result is achieved.
  - c) All completion dates must occur within the fiscal year, between July 1, 2015 and June 30, 2016.
  - d) **REQUIRED:** A midterm progress report must be included as a deliverable. The due date is January 29, 2016. Program staff will provide a reporting template prior to this date that will outline the information requested. See Section 8.0 for more details on reporting requirements.

If an applicant is awarded a grant, program staff will review the contents of the proposed work plan and will contact each awardee to discuss concerns, revisions, or to request clarification.

## 6.5 - Budget

### 6.5.1 - Itemized Budget

Using the standardized budget categories provided in **Attachment #3** of this document, create a table listing all project costs. Note that some budget categories are not eligible for Hub-and-Spoke applications and these exclusions are outlined in Attachment #3. Personnel costs should include budgeted hours and rate of pay. Travel costs are limited to those that are essential to accomplishing the project. Indirect costs, such as facility rental and utility bills, must not exceed 20% of the total funding request and must solely benefit this project (or be pro-rated for the amount it benefits the project). Rental equipment may be included in the project budget but only if it is needed to complete a specific task and will not serve as an integral part to the project's continuation.

Identify all other funding sources that will be dedicated to this project and include plans to obtain additional funding. Matching funds do not include existing personnel, facilities, etc. Only new spending directly related to this project should be included as in-kind matching. Though in-kind matching is not required, proposals will score more favorably if in-kind matching is included in the project's budget. **The itemized budget table must be included within the 10-page application or within the 12-page Hub-and-Spoke application. DO NOT include the budget table in the appendix.**

Applicants may offer more than one project budget in the proposal for the selection committee's consideration. For instance, Option A could entail a budget that allows the applicant to purchase everything needed to fully implement the project. Option B could alternatively request fewer grant dollars by including additional matching funds or creating a scaled back project that would still achieve most of the project's goals and remain equally sustainable in the long-term.

### 6.5.2 - Budget Narrative

The budget narrative describes how costs are determined and how they relate to the project. The budget narrative should explain all expenditures listed in the itemized budget table. For personnel costs, list job titles, number of hours worked per week, and salary. For supplies or equipment, provide full industry specifications (make, model, serial number, age, ownership, etc.) and describe the purpose/application of each item as it applies to the project. No preference is given to proposals that purchase used equipment over new equipment, as each have cost implications. More importantly, applicants must justify why new or used equipment was the best choice given the circumstances.

Indicate any other funding sources that will be used for this project and describe any plans to attract additional funding. If applicable, include a description of the financing approach that will be used (loans, other grants, etc.). Explain the contingency plan if additional funding is not secured. Identify any cost savings or revenue enhancements as a result of the project.

Note: During the course of the project the grantee may reallocate up to 5% of the awarded funds to accommodate unforeseen task changes with prior permission of the grant monitors on the committee. Any reallocation amount over 5% will require prior approval by the full committee.

## 6.6 - Facility Requirements

Describe any resources that will be an integral part of the project, including facilities, manufacturing capabilities, equipment, and other technical and administrative resources. If applicable, discuss how the project will modify or improve existing facilities, equipment, etc. For example, will additional property need to be leased or purchased? Will the project require utility work?

If the applying entity is currently part of the regulated community, compliance history will be considered. If the proposed project requires any type of permit or regulatory licensing, the applicant must be prepared to provide documentation of compliance if the project is funded. It is the applicant's responsibility to know what permits or licenses are required for the project prior to applying for grant funds. Below are several links to websites that provide information on various permits that may be applicable. Also consider contacting the local planning or land use department in the County where the project will be implemented.

Air Quality:

<https://www.colorado.gov/pacific/cdphe/title-v-operating-permits>

Storm Water:

<https://www.colorado.gov/pacific/cdphe/clean-water-commerce-and-industry-permitting>

Recycling:

<https://www.colorado.gov/pacific/cdphe/swforms#recycling>

## 6.7 - Appendix

The following information is **required**:

- Project leader(s) current resume(s)
- If other entities will play a significant role in the implementation of the project, such as a business partner or a government agency, include a letter of support from each entity.
- For-profit and nonprofit applicants must include:
  - At least one letter addressed to the Pollution Prevention Advisory Board from a local government agency that indicates their approval of the project and supports the project's objectives; or
  - Documentation that the project would be beneficial to the community affected by the grant award.
- Copy of Colorado's Secretary of State Certificate of Good Standing letter (for-profit or nonprofit 501(c) (3) entities only). Visit <http://www.sos.state.co.us/biz/BusinessEntityCriteria.do> for more information.
- For Hub-and-Spoke applications only:
  - Simple map of anticipated service area, identifying where the hub(s) and spokes will be located.
- For electronic waste recycling applications only:
  - List downstream handlers of all materials, the percent landfilled, and indicate whether or not they have obtained a nationally recognized certification as responsible recyclers (i.e. - eStewards, R2)

The following information is **optional**, but must be limited to 10 pages and attached as supplemental appendices:

- Letters of support from institutions of higher education, community leaders, etc., dated within six months of the application deadline.
- Copies of signed Letters of Commitment, Memorandums of Understanding (MOUs) or Inter-Agency Agreements with regional partners. Note that these are required for Hub-and-Spoke proposals (see Attachment #4 for details).

- Any other important materials relevant to evaluating the proposal.
- Applicants who have service-disabled veteran owned status should submit evidence of certification from the U.S. Department of Veterans Affairs with their application.

## 7.0 - Proprietary Information Policy

If proprietary information is provided by an applicant that constitutes a trade secret, confidential personnel information, or proprietary commercial or financial information, in accord with § 24-72-204(3), C.R.S., such documents may be withheld from disclosure if the department receives a request for records in accord with the Colorado Open Records Act, § 24-72-101 *et seq.* All such documents must be clearly marked with the term "Proprietary Information" on each appropriate page. Records marked as containing trade secret, confidential, personnel, or proprietary information that do not actually contain such information could be released pursuant to an Open Records Act request.

## 8.0 - Reporting Requirements

Reports will be due for any project milestones identified by the grantee, or at a minimum of every six months. The grant program administrator will provide reporting templates to assist grantees in developing their reports. A draft final report is due 30 days after the 12-month grant funding period closes (due by July 31, 2016). A final report that incorporates feedback from the committee is due 60 days after the 12-month grant funding period closes (due by August 31, 2016). A six-month summary report is due after the 12-month grant funding period closes (due by January 31, 2017). If a project is not fully operational until the fourth quarter of the grant cycle (April 2016), the grantee will be asked to submit a progress report 12 months after becoming fully operational. This report will include diversion and job creation metrics. Other reporting may be required if deemed appropriate by the department.

All reporting will include a financial status summary and identify the deliverables completed during the reporting period. Also included will be a description of the work completed, a discussion on any findings and results, unanticipated outcomes or roadblocks encountered, potential applications of the project's results, and how this project successfully achieved the goals of the grant program to date.

The final report will include a one-page metrics worksheet that illustrates how many new jobs were created, the economic impacts of the project, the increased tons of material collected, and the amount of participation in recycling that occurred as a result of the project.

The grant program requires that the contact information of at least three community leaders, who are familiar with the project and may be contacted by the committee as a reference, be included with the final report. The final report will be placed on the department's website. The board and the committee reserve the right to request that grantees present their final report at board or committee meetings.

## 9.0 - Grant Funding

The grant program funds projects on a reimbursement basis for a duration of one year. Ongoing monitoring of capital expenditures may occur after the one-year funding period if deemed appropriate by the department. Projects will be reimbursed no more than once per month for expenses incurred. Reimbursement requests must include supporting documentation of payment such as receipts, copies of cleared checks, or invoices with zero balances. It is preferred that reimbursement requests are submitted electronically. The state will not reimburse any cost incurred by the applicant prior to the issuance of a legally executed contract, task order, or authorized

purchase order. Depending on the nature of the project, reimbursements may be based on the ability of the grantee to provide proof that equipment or materials purchased in-kind were in fact purchased and installed. Grantees may be required to spend a portion of their in-kind match before the department reimburses any expense related to the project if the in-kind expenditures are essential to the project's success.

Because the grant program funds projects on a reimbursement basis, the department recognizes that grantees may experience financial hardship when making high-dollar, project-related purchases. If for-profit or nonprofit entities require a loan to make purchases prior to being reimbursed by the department, or need additional in-kind funds to implement the project, contact the Colorado District Office of the United States Small Business Administration at 303-844-2607 and ask to speak to a lender relations specialist. For lender approved loans, the US Small Business Administration will provide a respective guarantee on the approved loan amount for eligible businesses and nonprofits. This incentivizes participating banks to approve loans, oftentimes at lower interest rates and reduced collateral requirements. Additional resources are available online at the Colorado District Office's website <http://www.sba.gov/about-offices-content/2/3104>.

Five percent (5%) of each reimbursement request will be withheld until a final report has been submitted by the grantee and approved by the committee at the end of the grant cycle. With committee approval, a portion of the five percent withheld may be released prior to the grantee submitting the final report once specific project milestones are achieved. An early release of withheld funds is not guaranteed for every project, so grantees should be prepared to receive withheld grant funds no sooner than the end of the grant cycle.

## 10.0 - Submitting an Application

**Electronic applications are strongly preferred.** The full application, including any appendices, must be contained in a single document and must be in PDF format. Please e-mail your fully completed application to Eric Heyboer, Recycling Grant Program Administrator, at [cdphe.ppp2@state.co.us](mailto:cdphe.ppp2@state.co.us) (subject line: RREO Grant Program Application). Applications submitted in multiple attachments and/or e-mails will not be accepted. Please do not send an electronic file larger than 10 MB (megabytes) since the e-mail may not be successfully delivered to the department's internal e-mail system.

If unable to submit electronically, the full application must be sent by courier or certified mail to:

RREO Grant Program  
Attn: Eric Heyboer, DEHS-A2  
Colorado Department of Public Health and Environment  
4300 Cherry Creek Drive South  
Denver, CO 80246-1530

The deadline for complete applications sent by e-mail is **3:00 PM MDT, March 3, 2014**. Applications that are mailed must be received by 3:00 PM on March 3, 2014. Applications postmarked on March 3 but delivered on a later date will not be reviewed. Incomplete applications and applications received after this deadline will not be reviewed. All applicants will receive e-mail notification of receipt of their application within one (1) business day. If you do not receive an e-mail notification after one (1) business day, contact Eric Heyboer immediately at 303-691-4955. Do not send both an electronic application and an application by courier or certified mail. Questions about the grant program may be sent to [cdphe.ppp2@state.co.us](mailto:cdphe.ppp2@state.co.us) (subject line: RREO Grant Program Questions).

The successful applicant will be subject to the terms and conditions of the purchase order or contract. Applicants who are selected for funding will be asked to submit a final Scope of Work for their project, which will then be included in the final contract or purchase order.



Recycling Resources Economic Opportunity Fund Grant Program  
2014 - 2015 Project Application  
6.1 COVER SHEET  
Attachment #1

Organization: \_\_\_\_\_  
Project Title: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ URL Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Federal Tax Identification Number: \_\_\_\_\_  
Legal Tax Status (check one):      ☐ For-Profit ☐ Nonprofit ☐ Govt. ☐ School/University  
Hub-and-Spoke Application:      ☐ Yes ☐ No  
Did you attend the Bidders Meeting?      ☐ Yes, in person      ☐ Yes, on teleconference      ☐ No

By signing and submitting this application, the applicant agrees to operate the program as described in the Application for Funding and in accordance with the grant terms and assurances. The applicant agrees that the information provided in this application is, to the best of the applicant's knowledge and based on reasonable inquiry, true, accurate, and complete. The applicant understands that knowingly submitting any false information on this application could result in the project not being considered for funding or voiding any current or future contracts with the Department of Public Health & Environment.

Print name of Authorized Official: \_\_\_\_\_

Signature of Authorized Official:

*Please insert electronic signature  
if submitting electronically or written  
signature if being sent by mail.*

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Project Director or Primary Contact:**

Name:

Title:

Address:

Phone:

E-Mail:

**Financial Officer:**

Name:

Title:

Address:

Phone:

E-Mail:

Total Amount of Funds Requested:	\$
Total Matching/In-Kind Contributions:	\$
Total Project Cost:	\$
Total Project Cost Divided by Total Tons Diverted :	\$

Recycling Resources Economic Opportunity Fund Grant Program  
2014-2015  
Attachment #2

**WORK PLAN FORMAT**

You are required to use the following format when designing the project's work plan. Additional rows can be added as needed in any section.

<b>Goal #1:</b>		
<b>Objective #1:</b>		
<b>Primary Activity #1</b> <i>(Needed to meet the project goal/objective)</i>		
<b>Sub-Activities #1</b> <i>(Needed to complete the Primary Activity)</i>	1. 2. 3.	
<b>Primary Activity #2</b> <i>(Needed to meet the project goal/objective)</i>		
<b>Sub-Activities #2</b> <i>(Needed to complete the Primary Activity)</i>	1. 2. 3.	
<b>Standards and Requirements</b> <i>(These establish quality and ensure the activity will provide the expected results)</i>	1. 2. 3.	
<b>Expected Results of Activity(s)</b> <i>(Meets the project goal/objective)</i>	1. 2. 3.	
<b>Measurement of Expected Results</b> <i>(What will be measured to ensure the expected results are achieved)</i>	1. 2. 3.	
		<b>Completion Date</b> <i>(When is the deliverable due)</i>
<b>Deliverables</b> <i>(Typically tangible objects produced as a result of the activity-evidence of progress and compliance with standards and requirements)</i>		

Recycling Resources Economic Opportunity Fund Grant Program  
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Attachment #3

LINE ITEM BUDGET FORMAT

All project budgets are required to use the following individual budget categories. If a proposal is classified as Hub-and-Spoke, note that several budget categories are not applicable and are indicated below.

Budget Category	Description	Eligible for Hub-and-Spoke Proposals
Personal Services	All personnel directly working on the grant project. Include fringe benefits such as health insurance, retirement funds, FICA, etc.	No
Materials/Supplies/Equipment (under \$5,000)	Items that have a per-unit cost of less than \$5,000. This includes construction materials, bins, roll-offs, trailers, etc.	Yes
Equipment Purchases (\$5,000 or greater)	Items that have a per-unit cost of \$5,000 or more with a lifespan of at least 1 year. Includes shipping/freight charges, fabrication, and retrofits.	Yes
Operating Costs	Includes utilities, fuel, vehicle maintenance or repair, equipment repair, hauling and transportation of recyclables.	No
Travel Costs	In-state only. Includes mileage, lodging, and meals. Out-of-state travel must be pre-approved by the committee.	No
Contractors/Subcontractors	Outside labor for construction, marketing, education, etc. Budget breakdown for each is required.	Yes
Permitting Review Costs and Consultants	Professional services directly related to grant. Budget breakdown for each is required.	No
Other Direct Costs	i. Expenses related to the grantee educating school groups, businesses, organizations, etc.	No
	ii. Tuition, memberships fees, etc. In-state resident rates only.	No
	iii. Expenses related to TV, radio, internet, brochures, mailings, printing, etc.	Yes
	iv. Other costs not covered by any other budget category.	Yes
Indirect Costs	Cannot be more than 20% of Total Direct Costs (all categories listed above).	Yes

For Hub-and-Spoke applications, grant funds may be used for:

- i. The purchase of equipment for the smaller Spoke communities to collect, transport, and possibly bale multiple materials;
- ii. The larger Hub communities to build, enlarge, or remodel a processing facility with equipment to handle recyclable items;
- iii. Community education materials related to the Hub-and-Spoke operation;
- iv. Collecting data on recyclables generated as a basis for establishing service areas, designing collection or processing systems, and tracking program success.

For Hub-and-Spoke applications, grant funds may **not** be used for:

- i. On-going operating costs such as fuel, vehicle maintenance or repair, equipment repair, hauling and transportation of recyclables;
- ii. Personnel and fringe benefits;
- iii. Purchase of land; or
- iv. General overhead costs.

List only those budget categories that are applicable to the proposal. Itemize each individual budget category, including sub-totals, and calculate an overall budget total. See the examples below:

TIER 1 EXAMPLE	Grant Application Amount	Matching/In Kind Amount (if any)	Total Amount
<b>Materials/Supplies - Sub-Total</b>	<b>\$15,000</b>	<b>\$1,000</b>	<b>\$16,000</b>
30-Yd Roll-Off Containers (4)	\$15,000	\$1,000	\$16,000
<b>Equipment Purchases - Sub-Total</b>	<b>\$30,000</b>	<b>\$10,000</b>	<b>\$40,000</b>
Horizontal Baler	\$30,000	\$10,000	\$40,000
<b>Contractor/Subcontractor - Sub-Total</b>	<b>\$55,000</b>	<b>\$10,000</b>	<b>\$65,000</b>
Concrete Pad	\$35,000	\$10,000	\$45,000
Three-Walled Metal Building	\$20,000	\$0	\$20,000
<b>Total Project Cost:</b>	<b>\$100,000</b>	<b>\$21,000</b>	<b>\$121,000</b>

TIER 2 OR 3 EXAMPLE	Grant Application Amount	Matching/In Kind Amount (if any)	Total Amount
<b>Personal Services - Sub-total</b>	<b>\$10,000</b>	<b>\$30,000</b>	<b>\$40,000</b>
Owner	\$7,000	\$20,000	\$27,000
Forklift operator	\$3,000	\$10,000	\$13,000
<b>Equipment Purchases - Sub-Total</b>	<b>\$15,000</b>	<b>\$0</b>	<b>\$15,000</b>
Forklift	\$15,000	\$0	\$15,000
<b>Operating Costs - Sub-Total</b>	<b>\$500</b>	<b>\$0</b>	<b>\$500</b>
Fuel Costs, Forklift	\$500	\$0	\$500
<b>Project Cost</b>	<b>\$25,500</b>	<b>\$30,000</b>	<b>\$55,500</b>
<b>Indirect Cost: (Not to exceed 20%)</b>	<b>\$7,000</b>	<b>\$0</b>	<b>\$7,000</b>
<b>Total Project Cost:</b>	<b>\$32,500</b>	<b>\$30,000</b>	<b>\$62,500</b>

Recycling Resources Economic Opportunity Fund Grant Program  
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Attachment #4

For Hub-and-Spoke Applications Only

Include answers to the following questions as an attachment to the application, separate from Section 6 in the application narrative. This must be included within the application's 12-page limit. Please refer to the Hub-and-Spoke web page for more information:

<https://www.colorado.gov/pacific/cdphe/hub-and-spoke-recycling-model>

- 1) To be considered a Hub-and-Spoke project, proposals must request funds to establish a full Hub-and-Spoke network that includes a Hub and at least two Spokes.
  - a) Describe the recycling Hub's existing or proposed location and justify why this location was chosen. Discuss its capacity and ability to receive, store, and ship more material. Is the Hub centrally located within the region to be served? Equipment at a Hub typically requires 3-phase power to operate. Discuss how it will be acquired.
  - b) Describe each existing or future spoke location, including the distance from the Hub and a justification on why these Spoke locations were chosen.
- 2) Explain how signage will be used to clarify which materials the project will collect for recycling. Consider signage needs at the collection facility and on individual containers, and how they might differ. Provide details on the signage that will be required. Refer to the Hub-and-Spoke web page for additional guidance.
- 3) If applicable, have all parcels of land and rights-of-way necessary for completion of this project been identified, purchased, leased, or otherwise acquired by the applicant? Have appropriate land-use permits been obtained from appropriate authorities for the project? If no, explain.
- 4) How many communities will be served (list counties, cities, towns, villages, pueblos, tribes, nations)? Please provide a simple map of the service area using an internet-based mapping service, such as Google Maps, MapQuest, or Bing Maps. **The map must be included in the appendix.**
- 5) What is the total population of people to be served by this project's implementation?
- 6) What collection methods will be used? Roll-offs, trailers, or both? Please describe.
- 7) What commodities will be included in the proposed Hub-and-Spoke network? Hub-and-Spoke networks that focus on other recyclables (i.e. - e-waste, construction and demolition waste, etc.) will also be considered Tier 1 projects. Hub-and-Spoke networks may also focus on some combination of paper and containers, as in years past. If paper and containers will be collected, will they be source-separated or single-stream?
- 8) List any existing equipment that will be used for this project (forklift, skid-steer, containers, etc.).
- 9) Will existing staff be able to commit to the project, and have the ability to oversee recycling center procurement, construction, installation and operation? Identify who will fill these roles.
- 10) Will additional staff be needed? Can new staff be hired if needed?
- 11) Considering the community where this project will take place, give a brief history of its track record with regional stakeholders on solid waste or utility projects.
- 12) Are there existing agreements in place with surrounding communities or entities? It is **REQUIRED** that a signed commitment with each partner community be submitted as part of the application. This does not need to be a legally binding document. The selection committee is interested in hearing from each partner in the proposed Hub-and-Spoke network to learn what resources and/or services they will provide to help implement this project. This will serve as evidence of the community's relationship and commitment to working with regional partners. It is required that to serve as a regional Hub, the applying entity must provide evidence that the recyclables generated in surrounding communities will be processed by the identified Hub. Commitments must explain how the deliverables will be reached in the event that one or more parties does not

fulfill their obligations toward the project. As evidence of these signed commitments, include Letters of Commitment, Memorandums Of Understanding, Inter-Agency Agreements, or contracts as attachments in the appendix. Examples of these documents can be accessed within the Hub-and-Spoke web page referenced above.

Recycling Resources Economic Opportunity Fund Grant Program  
2014-2015  
Attachment #5

**VOLUME-TO-WEIGHT CONVERSION TABLE**

The following conversion factors must be used if weight data is unavailable. If accurate tonnages are not available, the volume-to-weight conversions provided below must be used to maintain consistency among all applicants. The formula for converting cubic yards to tons is:

$$(\text{number of cubic yards}) \times (\text{weight in pounds}) \div (2000 \text{ pounds}) = \text{tons}$$

Category	Type	Volume	Estimated Weight (lbs)
Glass Bottles			
	Whole	1 yd <sup>3</sup>	620
	Semi-crushed	1 yd <sup>3</sup>	1175
	Crushed (mechanically)	1 yd <sup>3</sup>	1840
Aluminum Cans:			
	Whole	1 yd <sup>3</sup>	60
	Flattened	1 yd <sup>3</sup>	225
Ferrous (Tin Cans):			
	Whole	1 yd <sup>3</sup>	150
	Flattened	1 yd <sup>3</sup>	850
Old Corrugated Cardboard			
	Loose	1 yd <sup>3</sup>	200
	Compacted	1 yd <sup>3</sup>	460
Newspaper			
	Loose	1 yd <sup>3</sup>	445
	Compacted	1 yd <sup>3</sup>	800
Commingled Containers (cans, glass, plastics)			
	Loose	1 yd <sup>3</sup>	180
Office Paper			
	Loose	1 yd <sup>3</sup>	655
	Compacted	1 yd <sup>3</sup>	1310
Mixed Paper			
	Loose	1 yd <sup>3</sup>	490
	Compacted	1 yd <sup>3</sup>	755
Plastics, PET			
	Loose	1 yd <sup>3</sup>	35
	Compacted	1 yd <sup>3</sup>	515
Plastics, HDPE			
	Loose	1 yd <sup>3</sup>	25
	Compacted	1 yd <sup>3</sup>	270
Plastics, Mixed #1-#7			
	Loose	1 yd <sup>3</sup>	38
	Compacted	1 yd <sup>3</sup>	550



## Applicant Checklist

Please use this checklist as a tool to ensure all required information is included and that formatting is correct prior to submitting your application. Do not submit this checklist with the application.

- ☐ Is the application no more than 10 pages (12 pages for Hub-and-Spoke applications) (Sections 6.1 - 6.6)?
- ☐ Is the Cover Sheet (Attachment #1) signed by an authorized official?
  - ☐ Was the Hub-and-Spoke determination checklist completed? Mark the appropriate box on the Cover Sheet indicating if the proposal is a Hub-and-Spoke project.
- ☐ Is the Work Plan (Attachment #2) included within the page limit? (10 pages, or 12 if a Hub-and-Spoke application)
- ☐ Is the Budget Table (Attachment #3) included within the page limit? (10 pages, or 12 if a Hub-and-Spoke application)
- ☐ For Hub-and-Spoke applications only, is Attachment #4 included within the 12 page limit?
- ☐ Are sections 6.1 -6.7 labeled as described in the Request for Applications?
- ☐ Is the application formatted as follows? Pages numbered, formatted to 8.5"x11" paper with 1-inch margins, single-spaced, standard 11-point type (e.g. "Arial"), black font.
- ☐ Are the following required documents included in the appendix:
  - ☐ Project Leader(s) current resume(s)
  - ☐ For-profit and non-profit applications only: Letter of support from a local government agency or a letter from the applicant explaining how the project would be beneficial to the community
  - ☐ Copy of Colorado's Secretary of State Certificate of Good Standing (for-profit or nonprofit only)
  - ☐ For Hub-and-Spoke applications only, a map of the anticipated service area.
  - ☐ For electronic waste recycling applications only, a list of downstream handlers of all materials, the percent landfilled, and indicate whether or not they have obtained a nationally recognized certification as responsible recyclers (i.e. - eStewards, R2)
- ☐ Is the grant application and appendix in a single PDF document (if sending electronically)?
- ☐ Is PDF document file size no larger than 10 MB (megabytes)? If no, reduce file size or send by courier or certified mail.
- ☐ Reviewed and fully understand sections 7.0 (Proprietary Information Policy), 8.0 (Reporting Requirements) and 9.0 (Grant Funding)?

Deadline to send electronically is March 3, 2015 by 3:00 PM MST. Hard copy applications sent by mail must be received by 3:00 PM on March 3, 2015. Applications postmarked on March 3 that are received on a later date will not be reviewed.



Dedicated to protecting and improving the health and environment of the people of Colorado

# Request for Applications (RFA)

## Recycling Resources Economic Opportunity Grant Program

### Regional Studies to Optimize Waste Diversion

**RFA #CDPHE-1584**

**REVISED SEPTEMBER 9, 2015**



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## I. BACKGROUND AND OVERVIEW

### A. Background

The Colorado Department of Public Health and Environment (department) is seeking proposals from qualified Applicants to complete regional studies in the State of Colorado that will identify existing waste diversion activities in the study area, suggest ways to coordinate those activities to maximize economic efficiencies, and establish goals that will guide future efforts to minimize the amount of waste sent to a landfill. As Colorado's recycling infrastructure continues to grow, the department will focus future grant dollars on collaborative projects as opposed to competing interests. By establishing regional plans across the state that focus on waste diversion, the department hopes to incentivize the creation of efficient collection and transportation networks and minimize redundancies in each study area so that Colorado continues to see improvements in its overall waste diversion rate. Infrastructure needs identified in these regional studies would be eligible for future funding made available through the Recycling Resources Economic Opportunity grant program and would be given top priority for funding consideration, particularly if these needs are linked to the development of a regional network inspired by a Hub-and-Spoke model.

### B. Definition of Terms

Anaerobic  
Digestion

A process where microorganisms break down organic materials, such as food scraps, manure, and sewage sludge, in the absence of oxygen. Recycling food waste through anaerobic digestion produces biogas (primarily methane and carbon dioxide) and a soil amendment. (U.S. EPA, 2015)

Compostables

Materials that will break down into, or otherwise become part of, usable compost in a safe and timely manner (i.e., in approximately the same time as the materials with which it is composted) in a composting facility or home compost pile. This includes materials such as yard waste and food scraps, most paper products such as paper towels and tissue, and manufactured products that meet D6400 or D6868 composting standards as defined by the American Society for Testing and Materials. (Federal Trade Commission Summary of Green Guides, 2012)

Composting

The controlled biological decomposition of organic material in the presence of air to form a humus-like material. This process is facilitated and controlled through intentional and active manipulation of piles and windrows. These manipulations may include but are not limited to grinding, mixing of feed stocks and bulking materials, addition of liquids, turning of piles, or mechanical manipulation. (RCRA Glossary of Terms, Code of Colorado Regulations 6 CCR 1007-2 Part 1).

Hub-and-Spoke

A model used to increase transportation efficiencies and reduce infrastructure and service redundancies in a regional service area. The model consists of a centralized processing center for recyclables, or "hub," where material is sorted, baled and/or sold to market. The "spokes" are the surrounding communities that feed the recyclables they collect to the main hub. Typically the hub and spoke communities have a formal agreement that ensures the recyclables collected in the region flow from the spokes to the hub for processing.

Recycling

A series of activities by which material that has reached the end of its current use is processed into material utilized in the production of new products. (National Recycling Coalition, 2014)

Recyclables

Materials recovered from the solid waste stream and transported to a processor or end user for recycling. (National Recycling Coalition, 1995) For the purpose of this study, waste tires are specifically excluded.

Regional

Multi-jurisdictional, encompassing multiple Counties or Cities as well as the

service providers who operate within those borders.

*Reuse*

The use of a product or component of municipal solid waste in its original form more than once. (U.S. EPA, 1994)

*Waste Diversion*

The prevention and reduction of generated waste through source reduction, recycling, reuse, or composting. These actions generate a host of environmental, financial, and social benefits, including conserving energy, reducing disposal costs, and reducing the burden on landfills and other waste disposal methods. (U.S. EPA, 2012)

**C. Eligibility**

Eligible entities are:

- Councils of government,
- City or county governments with an interest in collaborating with neighboring cities or counties,
- Regional community groups whose mission it is to promote environmental sustainability or economic development
- Colleges or universities (working in conjunction with the above entities).

It is anticipated that awarded Applicants may hire a consultant to assist them in developing a regional plan, though it is not required. Applicants have the flexibility to define the role a consultant will have in the plan's development. A consultant may act as an advisor who will support the Applicant's existing personnel in completing the required activities, or a consultant may be hired to complete the required activities with the Applicant's personnel providing project oversight.

**II. PROJECT BUDGET, TIMELINE AND LIFE OF PROJECT**

**A. Project Budget**

A budget of \$215,000 is available to fund no more than five regional studies. Project budgets cannot request more than \$50,000 in grant funds. If the majority of proposals request less than the maximum award amount of \$50,000, it is possible that a fifth proposal may be funded. All billing will be performance based. Awarded Applicants shall submit an invoice after the successful completion of each primary activity and its associated deliverable. Funding is made possible through the Recycling Resources Economic Opportunity Fund<sup>1</sup>.

This project will be reimbursed on no more than a monthly basis for expenses incurred the previous month. The awarded Applicants shall be required to use the department's Reimbursement Invoice Form. This form is accessible from the department's internet website <https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links>. The department will provide technical assistance in accessing and completing the form. Expenditures shall be in accordance with the statement of work and project budget. Reimbursement requests must include supporting documentation of payment such as paystubs, receipts, or invoices with zero balances. No more than one invoice per month may be submitted to the department. The department will not pay for any work performed or reimburse any cost incurred by the awarded Applicant prior to the issuance of a legally executed contract, task order, or authorized purchase order.

Five percent (5%) of the total project budget will be withheld until a draft regional study has been submitted by the awarded Applicant. Additionally, the department reserves the right to withhold the final payment until the draft regional plan is approved by the department. No exceptions will be made to this process.

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<sup>1</sup> C.R.S. §25-16.5-106.5 (Chapter 270 Article 19.7)

### III. GOALS and PURPOSE

The intent of this solicitation is to obtain proposals that focus on examining how existing waste diversion activities can be better coordinated in a defined region with the intent to maximize waste diversion in the future. This will include conducting one or more waste audits, identifying key stakeholders and convening stakeholder meetings, and identifying existing and future infrastructure needs and potential policy changes. The findings from each of these activities will be presented in a final report.

Applicants shall define the regional study area, which will be influenced by the flow of post-consumer waste materials from point of collection to processing center. The regional study must focus on the effective management of residential and commercial post-consumer recyclables and compostables. Reuse of materials may also be included in the regional study if the Applicant wishes to expand the scope beyond recyclables and compostables.

The department will also be conducting stakeholder meetings as part of an initiative to develop a statewide Integrated Solid Waste and Materials Management plan. While the statewide plan will look at all aspects of Colorado's waste stream, the regional plans funded through this solicitation will complement that effort. Awarded Applicants will be encouraged to coordinate regional stakeholder meetings with this statewide effort.

### IV. HOW TO APPLY

Responses must be submitted as specified in this announcement. **NOTE: Applications that fail to follow ALL of the requirements may not be considered.**

#### A. Required Documentation

All applications must include the following in this order:

##### 1. Request for Applications Cover Sheet & Signature Page

A completed and signed form must be submitted with the response. See **Attachment 1**.

##### 2. Application Executive Summary

Applicant shall introduce the organization, its qualifications, and provide a general overview of the Applicant's proposal. A description of the study area and how the study area was defined is required.

##### 3. Pre-Award Risk Assessment Questionnaire

**IMPORTANT:** A risk rating will be assigned for all Applicants. Local public health departments are not required to complete the form since they already have a risk rating assigned via the department's Financial Risk Management Survey (FRMS). This form must be completed and submitted by all other Applicants. The application will not be reviewed if the completed form is not included. The final application score will be impacted by risk determinations made by the department based on information contained in the form.

The form is part of this announcement and included as **Attachment 2**.

##### 4. Summary of Experience/Qualifications

The Applicant's project manager and lead staff shall be identified in this section and have the following minimum qualifications, which must be verifiable and clearly demonstrated in the Applicant's response. If the Applicant cannot meet these minimum qualifications with existing staff, sub-contractors or consultants may be hired.

- a. The ability to complete the required tasks identified in the Work Plan with existing personnel or to hire and manage a sub-contractor/consultant to complete the required tasks.
- b. Demonstrated experience in the Colorado waste diversion industry with past experience



- in planning.
- c. Experience with waste audit/waste composition studies. This includes identifying how the data will be collected and from what source(s), selecting samples for the audit, utilizing standard waste characterization protocols, instituting appropriate health and safety protocols, and completing data analysis including extrapolation for future diversion potential.
- d. Experience modeling collection and processing infrastructure with an emphasis on optimizing waste diversion activities.
- e. Experience in convening stakeholder groups and realizing positive outcomes.
- f. It is not required, but preferred that the Applicant have experience in formulating policy.
- g. Unless the Applicant is a governmental agency, the Applicant must be registered with the Colorado Secretary of State's Office and in "Good Standing."

Describe, in table format, the commitment of personnel and resources needed to complete each primary activity identified in the work plan on a per hour basis. This table must provide the number of personnel that will be involved, including their levels or job titles, and the role each individual will serve.

Also, identify any sub-contractors/consultants that may be needed to complete the work. If applicable:

- a. List the activities and sub-activities the sub-contractor will be expected to complete.
- b. Explain the skill set differential that justifies the need for a sub-contractor.

The Applicant shall describe past experience with similar projects by providing a description of three studies that are similar in scope (not necessarily pertaining to recycling or other waste diversion activities). Include the time frame, the Applicant's role, and level of involvement in the project.

## 5. Application Narrative

The application narrative must address each section clearly and concisely and include all of the required information.

Strategy:

The Applicant shall describe how the work identified in the work plan will be completed. Organize this narrative by identifying each primary activity in the work plan (**Attachment 3**). Detail the methods that will be used to complete each primary activity and corresponding sub-activities. Include recommendations on project milestones.

## 6. Work Plan

Submit a work plan that describes how the Applicant will carry out the scope of work. The Work Plan Table template is included as **Attachment 3**. At minimum, the work plan must involve the following:

- a. If the Applicant intends to hire a sub-contractor or consultant, the work plan must include the procurement of this service as an activity.
- b. Conduct a waste audit to establish a baseline and set a benchmark for future growth.
- c. Identify key players in the region and facilitate discussions that will lead to partnerships, creating the foundation for a regional collaborative network.
- d. Determine the need for additional resources, infrastructure, and/or policy to establish or expand a regional waste diversion network.

When developing the work plan, carefully consider the following guidance:

- e. Identify and list the goal and objective of the project. Goals are typically broad statements; they define a target for achievement. Objectives are statements that are focused and detailed. When the objective is accomplished, it achieves the goal or makes

- progress toward the achievement of the goal.
- f. Identify and list the primary activity. If specific tasks need to be completed to successfully complete the primary activity, list these in the sub-activities section. If sub-activities are not needed, leave the sub-activities category blank. Ensure that the primary activity and sub-activities will meet the objective of the project. When identifying responsible entities in the work plan, use job titles instead of names for key personnel. Projects may have multiple activities and corresponding sub-activities. Copy and paste additional rows in the template as needed.
- g. List all known requirements and standards that govern or affect how the activities will be completed. These may be industry standards, internal standards for conducting these types of activities, or other regulatory requirements or standards.
- h. Identify and list the result that is expected from the completion of the activities. The result should also meet the objective of the project.
- i. Identify and list what will be measured to certify the result has been achieved.
- j. List the deliverables and the date they will be submitted to the department.
  - i. Deliverables are typically tangible items and demonstrate progress or completion of the activities.
  - ii. Deliverables may also include information on what is being measured to ensure the result is achieved.
  - iii. All completion dates must occur between the anticipated contract start date of December 14, 2015 and the project end date of October 31, 2016.

## 7. Budget

A budget template is provided and can be found as **Attachment 4**. Include an explanation of all listed expenses in the budget table in a narrative immediately following the budget table. Applicants are responsible for ensuring the calculations in the budget are accurate. **There will be no reimbursement of pre-award costs.** The department reserves the right to deny requests for any item listed in the budget that is deemed to be unnecessary for the implementation of the project.

- a. Funding Period:  
Proposed budgets must be for 11 months and shall reflect the following funding period: December 14, 2015-October 31, 2016.
- b. Budget Categories:
  - iv. Personal Services – This budget category only applies to personnel directly employed by the Applicant. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.) must be included.
  - v. Supplies/Other Operating – include list of all allowable operating expenses. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted. If rent is claimed as a direct cost, provide a narrative justification including the effective date of the lease agreement.
  - vi. Travel – include all travel and indicate whether in-state or out-of-state. Include costs for attendance of any mandatory meetings. The department will pay per diem based on the most recent federal rates found at <http://www.gsa.gov/portal/category/100120>. The department will pay mileage based on the most recent federal rates found at <http://www.gsa.gov/portal/content/100715>.
  - vii. Contractual – include all subcontracts planned to complete the proposed work. This includes, but not limited to, consulting and personal services subcontracts. Restrictions outline in the budget guidelines, including cost reimbursement terms, shall also apply to subcontracts. No sub-contractor may be pre-paid for services. Describe how the sub-contractor will be selected and how the costs were calculated.

- viii.** Other Direct Costs – include items not included in the previous budget categories.
- c.** Indirect Rate:  
The Applicant may request funding for indirect services. The maximum indirect rate is 10% of direct costs, excluding contractual costs. If your agency has a negotiated rate with CDPHE, that rate may be used. No justification is needed for indirect costs.

## 8. Other Requirements

Label each of the following as an appendix to the application. The following **do not count** toward the application page limit.

- a. Include résumés of key project staff.
- b. Letters of support from stakeholders in the identified study area. It is preferred these letters of support are written by stakeholders who have the interest and the ability to expand recycling infrastructure in the study area.
- c. Map of the study area
- d. Letter of Good Standing from the Secretary of State's Office (if applying as a for-profit or nonprofit)
- e. If applicable, a letter of intent from sub-contractors or consultants must be submitted indicating a willingness to work with the Applicant.

## B. Page Formatting Instructions

Unnecessarily elaborate applications are not desired. Indexes, tables of contents, lists of figures/tables, and glossary of terms will not be counted toward the overall page count. Allowance will be made for tabular or graphical presentations and screen prints, whether incorporated in the text of the technical description or attached as separate exhibits. Textual explanations of screen prints or graphic materials, standard commercial brochures or descriptions, or other standard product documentation that are attached in appendices or exhibits will not be counted against page limitation. However, evaluators cannot be expected to comprehend all material in exhibits whose content and relevance to the application description are not clearly integrated into the technical discussion.

**The RFA must be submitted using the following page formatting requirements:**

- Application Font: Times New Roman
- Application Font Size: 11 point
- Application Spacing: Single-spaced, 1” margins on all sides
- Application Printing: Electronic submission preferred, Double sided printing required if submitting a hard copy
- Page Numbering: Number all pages at the bottom right corner of the page
- Page Limit: 12
- Headings: The original headings for each and all sections of the response must be included.
- Labeling Requirements: Each attachment should be labeled with the original label for the document, e.g., Work Plan, Budget, etc.

## V. SUBMISSION INSTRUCTIONS:

This Request for Applications (RFA) is issued by the Colorado Department of Public Health and Environment (CDPHE), also referred to as the "State" or "department", for the benefit of the Recycling Resources Economic Opportunity Grant Program. The CDPHE contact listed in these instructions is the sole point of contact concerning this RFA.

During the solicitation process for this RFA, all official communication with Applicants will be via notices on the CDPHE program web site at <https://www.colorado.gov/cdphe/recycling-grants-and-rebates>. Notices may include any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning Applicant(s). Applicants are responsible for monitoring modifications to this solicitation. **It is incumbent upon Applicants to carefully and regularly monitor for any such notices.** Applicants are not to contact any

other state office or individual regarding this RFA or this project. Applicants are not to rely on any other statements that alter any specification or other term or condition of the solicitation.

Applications must be received on or before the due date and time as indicated in the Schedule of Activities. **Late applications will not be accepted.** It is the responsibility of the Applicant to ensure that its application is received by the department's RREO Grant Program at the location listed in these instructions on or before the due date and time. Applicants mailing their applications must allow sufficient mail delivery time to ensure receipt of their applications by the time specified.

One completed copy of the Request for Application Cover Sheet & Signature Page **MUST** be signed, either in ink or with an electronic signature, by a person who is legally authorized to bind the Applicant to the application. The signed Request for Application Cover Sheet & Signature Page and Overall Subrecipient-Recipient Risk Assessment Questionnaire shall be included with the application. Submissions that are determined to be at a variance with this requirement may be deemed non-responsive and may not be accepted.

All materials submitted shall become the property of the department, and will not be returned unless the RFA solicitation is cancelled prior to the submittal due date, in which case applications will be returned unopened or opened only for identification purposes.

All materials submitted will become public record and open to inspection after the Award notice is issued. Any materials requested to be treated as Confidential and/or Proprietary information are to be packaged separately and clearly identified. Such request must include justification for the request. The request will be reviewed and either approved or denied in writing by the department's Purchasing Director. If denied, the proposer will have the opportunity to withdraw its entire application, or to remove the restrictions. (Ref §24-72-201 et.seq, C.R.S., as amended, Public [open] Records) **Neither cost nor pricing information or a total application will be considered Confidential and/or Proprietary.**

#### **A. Electronic Applications**

It is preferred that applications be received electronically. The full application, including any appendices, must be contained in a single document and must be in PDF format. Applications submitted in multiple attachments and/or emails will not be accepted. Please do not send an electronic file larger than 15 MB (megabytes) since the email may not be successfully delivered to the department's internal email system. Email your application to the following individual:

Eric Heyboer  
Grant Program Administrator  
cdphe.ppp2@state.co.us

All Applicants will receive email notification of receipt of their application within one (1) business day. If you do not receive an email notification within one (1) business day, contact Eric Heyboer, Program Administrator, immediately at 303-691-4955. Do not send both an electronic application and an application by courier or certified mail.

#### **B. Hardcopy Applications**

If unable to submit your application electronically, any hardcopy application must be received by the due date and time indicated on the cover page of this RFA document. Faxed applications will not be accepted. You may mail or hand-deliver your application. Applications that are not received prior to the deadline will not be reviewed.

##### **1. Number of copies**

- a. One original with original signatures on the cover page

##### **2. Instructions for a mailed application**

- a. Mail or hand-deliver your application, including all required documents, to the following contact and address to be received no later than by the due date and time indicated on the cover page of this RFA document:

Attn: Eric Heyboer  
RREO Grant Program, Mail Stop DEHS-A2  
Colorado Department of Public Health and Environment  
4300 Cherry Creek Drive South  
Denver, CO 80246

- b. Applications received in person must be submitted sealed in appropriate packaging and will receive certification of the delivery. Mailed applications must be submitted and sealed in an appropriate envelope, package or box.

## VI. APPLICATION TECHNICAL ASSISTANCE

### A. Inquiries

1. Applicants may make written inquiries via email to obtain clarification of requirements concerning this RFA. No inquiries will be accepted after the date and time indicated in the Schedule of Activities listed under Section VII of this document. Send all inquiries to:  
Eric Heyboer  
Grant Program Administrator  
cdphe.ppp2@state.co.us
2. Clearly identify your inquiries with:
  - a. The section number and paragraph number the inquiry applies to.
3. Responses to Applicant inquiries will be published as a modification on <https://www.colorado.gov/cdphe/recycling-grants-and-rebates> by close of business on the date indicated in the Schedule of Activities listed under Section VII of this document. Applicants are not to rely on any other statements that alter any specification or other term or condition of the RFA.

### B. Pre-application Conference

A pre-application conference will not be held. Please submit all inquiries as instructed above.

## VII. SCHEDULE OF ACTIVITIES:

Solicitation Activity Timeline		Time	Date
1.	RFA Published on <a href="https://www.colorado.gov/cdphe/recycling-grants-and-rebates">https://www.colorado.gov/cdphe/recycling-grants-and-rebates</a>	N/A	August 24, 2015
2.	Deadline for Applicants to submit written inquiries.	3:00 PM MDT	September 4, 2015
3.	Answers to written inquiries published on <a href="https://www.colorado.gov/cdphe/recycling-grants-and-rebates">https://www.colorado.gov/cdphe/recycling-grants-and-rebates</a>	5:00 PM MDT	September 8, 2015
4.	Application submission deadline	3:00 PM MDT	October 9, 2015
5.	Estimated Notification of Award	N/A	November 9, 2015
6.	Estimated contract start date	N/A	December 14, 2015

## VIII. SELECTION AND EVALUATION:

The technical aspects of applications will be assessed based on the soundness of the Applicant's approach and the Applicant's understanding of the requirement. Past experience/qualifications will be assessed by considering the extent to which the qualifications, experience, and past performance are likely to foster successful, on-time performance. Technical and past experience assessments may include a judgment concerning the potential risk of unsuccessful or untimely performance, and the anticipated amount of State resources necessary to insure timely, successful performance. The State may use all information available

regarding past performance as defined in C.R.S. §24-102-205 et.seq.

The program carefully designed a scoring and selection process to ensure fair selection of the best qualified Applicants. The selection process is described below. The criteria for scoring are in direct correlation to the required application components. **Applications that fail to follow ALL of the requirements may not be considered.** Also see the administrative information concerning evaluation in Section X.HH.-Selection and Evaluation.

**A. Evaluation:**

**1. Consideration of Factors:**

The evaluation factors, in decreasing order of importance are:

- a. Technical Content
  - i. Demonstrates a clear strategy to complete one or more waste audits.
  - ii. Demonstrates a clear strategy to identify and convene stakeholders.
  - iii. Demonstrates a clear strategy to compile a gap analysis and identify infrastructure needs and potential policy changes.
  - iv. Study area is well-defined
- b. Work Experience
  - i. If the Applicant can fulfill the scope of work without the assistance of a sub-contractor or consultant, do they demonstrate they fulfill all the requirements shown in Section IV.A.4?
  - ii. If sub-contractors or consultants are hired, the Applicant successfully justifies the need and explains what role the sub-contractor will play.
  - iii. If applicable, Applicant is registered with the Secretary of State's Office and maintains "Good Standing".
  - iv. Does the Applicant possess the knowledge and experience necessary to provide the services proposed? Does this demonstrate an ability to successfully complete this project?
  - v. Provides a résumé for each project leader.
- c. Scope of Work
  - i. Work plan is presented. Provides sufficient detail of all activities and deliverables. Recommends milestones, creates a detailed timeline, and identifies the roles and responsibilities of the personnel that will complete each task.
  - ii. Clearly states how the project will be managed.
  - iii. Provides a table that lists the commitment of personnel and resources needed to complete each task on a per hour basis.
- d. Price
  - The cost provided must be a total cost and not an estimate, and constitute the Applicant's best and final offer.
  - i. Costs are reflective of staffing and deliverables. Total cost is at or under the budget maximum.
  - ii. Budget table includes the required budget categories.

**2. Application Review Process/Scoring**

Applications will be scored by a review committee composed of board and committee members. This review committee will provide funding recommendations to the board for their final approval.

**3. Review Criteria**

Scores will be based on the Applicant's ability to successfully address the following categories in the application narrative:

Strategy	30 points
Work Experience	25 points

Scope of Work	25 points
Project Budget	15 points
Formatting	5 points

**4. Use of Risk Rating in Evaluation**

Prior to final evaluation the risk rating determined from the submitted Risk Assessment Questionnaire or FRMS rating shall be applied in the form of a deduction from the final evaluation total score according to the following table. Award considerations will then be based on the adjusted total score.

<b>Risk Determination</b>	<b>Percent of Possible Total Deducted from Evaluation Score</b>
Low	0% reduction
Medium	10% reduction
High	20% reduction

**5. Notification and Decision**

Applicants will be notified of the board's decision with a formal letter sent via email to the email addresses provided on the applications cover sheet.

**B. Post-Award Process:**

**1. Insurance Requirements**

Successful Applicants shall comply with the State's insurance requirements to protect the grantee and the state from any damages or loss. The grantee will need to submit certificates of insurance demonstrating coverage for Professional Liability and other coverage required by the State as outlined below. Do not submit your proof of insurance with the application. The State will request that you submit proof of insurance, usually when you submit signed copies of the contract, at a later date. Basic insurance requirements are addressed in the General Provisions (**Attachment 6**).

**IX. TEMPLATES AND RESOURCES**

**A. Templates and Forms**

Attachment 1:	Request for Applications Cover Sheet and Signature Page
Attachment 2:	Application Pre-Award Risk Assessment Questionnaire
Attachment 3:	Work Plan Table Template
Attachment 4:	Line Item Budget Format
Attachment 5:	Application Submission Checklist
Attachment 6:	General Provisions and Special Provisions-Contract

**X. ADMINISTRATIVE INFORMATION**

By submission of an application, the Applicant agrees as follows:

**A. Acceptance of RFA Terms**

An application submitted in response to this RFA shall constitute a binding offer. The autographic signature of the Applicant or of a designee legally authorized to execute contractual obligations shall indicate acknowledgment of this condition. A submission in response to this RFA acknowledges acceptance by the Applicant of all terms and conditions, including compensation, as set forth herein.

**B. Colorado Contract General Provisions and Special Provisions**

The State of Colorado will incorporate standard General Provisions and Special Provisions into any contract resulting from this RFA. Minor elements of the General Provisions may be negotiable. The terms of the Special Provisions are non-negotiable.



A sample of the most recent version of the General Provisions and Special Provisions can be found in **Attachment 6**. Provisions that actually appear in the final contract will reflect the approved State version at the time of contract execution.

**C. Modification or Withdrawal of Applications**

Applications may be modified or withdrawn by the Applicant prior to the established submission due date and time. In the event that it becomes necessary to revise any part of this RFA, and if an application is received on or prior to the date this RFA was revised, the Applicant has the option to withdraw or modify their application and resubmit on or before the new application submission deadline.

**D. Addendum or Supplement to Request for Applications**

In the event that it becomes necessary to revise any part of this RFA, a modification will be posted at <https://www.colorado.gov/cdphe/recycling-grants-and-rebates>. It shall be the responsibility of the Applicants to regularly monitor this web site for any such postings. Failure to retrieve such modifications, and include their provisions in your application, may result in your application being disqualified.

Should the Applicant find any part of the solicitation to be discrepant, incomplete, or otherwise questionable in any respect, the Applicant shall be responsible to call such matters to the attention of program staff immediately. Failure to do so shall be at the Applicant's risk. Amendments to this solicitation will be official only if published on <https://www.colorado.gov/cdphe/recycling-grants-and-rebates>. Applicants should not rely on verbal statements that alter this solicitation.

**E. Oral Presentations/Site Visits**

Applicants may be asked to make oral presentations or to make their facilities available for a site inspection by the review committee. Such presentations and/or site visits will be at the Applicant's expense.

**F. Rejection of Applications**

The State of Colorado reserves the right to reject any or all applications received in response to this RFA, to waive informalities and minor irregularities in applications received, and to accept any portion of an application or all items proposed if deemed in the best interest of the State of Colorado to do so.

**G. Confidential/Proprietary Information**

Any restrictions of the use or inspection of material contained within the application shall be clearly stated in the application itself. Written requests for confidentiality shall be submitted by the Applicant with the application. The Applicant must state specifically what elements of the application are to be considered confidential/proprietary and must state the statutory basis for the request under the Public (open) Records Act. (§24-72-201 et seq., C.R.S.) Confidential or proprietary information must be readily identified, marked and separated from the rest of the application. Co-mingling of confidential and/or proprietary and other information is NOT acceptable. Neither an application in its entirety, nor application price information will be considered confidential and proprietary. Any information that will be included in any contract resulting from the RFA cannot be considered confidential.

The department will make a written determination as to the apparent validity of any written request for confidentiality. In the event the department does not concur with the Applicant's request for confidentiality, the written determination will be sent to the Applicant. Ref §24-72-201 et seq., C.R.S., as amended, Public (open) Records Act.

Applicant(s) acknowledge that they may come into contact with confidential information contained in the records or files of the State in connection with any resulting contract or in connection with the performance of its obligations under any resulting contract. The awarded Applicant(s) shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the State.

The awarded Applicant(s) shall notify its employees that they are subject to the confidentiality requirements as set forth above, and shall provide each employee with a written explanation of the confidentiality requirement before the employee is permitted access to confidential data. Awarded Applicant(s) shall provide and maintain a secure environment that ensures confidentiality. The confidentiality of all information will be respected and no confidential information shall be distributed or sold to any third party nor used by awarded Applicant(s) or its assignees and/or sub-contractors in any way except as authorized by this contract. Confidential information shall not be retained in any files or otherwise by awarded Applicant(s). Disclosure of such information may be cause for legal action against the awarded Applicant(s). Defense of any such action shall be the sole responsibility of the awarded Applicant(s). Unless directed otherwise, awarded Applicant(s) is required to keep all State information in a secure, confidential manner.

**H. Response Material Ownership**

The State of Colorado has the right to retain the original application and other RFA response materials for our files. As such, the State of Colorado may retain or dispose of all copies as is lawfully deemed appropriate. The State of Colorado has the right to use any or all information/material presented in reply to the RFA, subject to limitations outlined in the Proprietary/Confidential Information clause. Applicant expressly agrees that the State may use the materials for all lawful State purposes, including the right to reproduce copies of the material submitted for purposes of evaluation, and to make the information available to the public in accordance with the provisions of the Public Records Act.

**I. Application Prices**

Applicant testifies that submitted prices were arrived at independently and there was no collusion involved.

**Estimated application prices are not acceptable.** Application prices should be best and final offer, unless otherwise stated in the RFA. Application prices shall be firm for a period of not less than one-hundred-twenty (120) calendar days.

Prices are expected to be firm, fixed price, with payment due at milestones as defined in this request for applications. Estimated application prices are not acceptable; pricing must be in United States funds. Applications submitted must include all related costs, for example surcharges, travel, etc. Any costs not included as part of the application will be disallowed.

**J. RFA Cancellation**

The State reserves the right to cancel this Request for Application in its entirety or individual phases at any time, without penalty.

**K. Conflict of Interest/Organizational Conflict of Interest**

By submission of a RFA response, the Applicant agrees that at the time of contracting the proposer has no interest, direct or indirect, that would conflict in any manner or degree with the performance of the required services and obligations. The Applicant shall guarantee that in the performance of the contract they shall not employ any person having any such known interest. Applicants are required to disclose all current or pending projects with the State of Colorado, and/or political subdivisions. Applicants must include all potential conflicts related to this solicitation and any other services related to this project at the time of response submission and during contract performance. Applicants must explain any State employment affiliation.

Any business entity or person is prohibited from being awarded a contract if the business entity or person has an "Organizational Conflict of Interest" with regard to this solicitation and the resulting contract(s).

The department received guidance and recommendations from the Pollution Prevention Advisory Board and Assistance Committee to the board in the development of this solicitation. The department will not prohibit members from either group from applying for a grant through this solicitation. In the event an application is received by a member from either group, or from an entity a member has a vested interest in, they are forbidden from scoring and voting on that application. They are also

forbidden from discussing that application with members from either group during the review period.

If the State determines that an Organizational Conflict of Interest exists, the State, at its discretion, may cancel the contract award. In the event the successful Applicant was aware of an Organizational Conflict of Interest prior to the award of the contract and did not disclose the conflict to the procuring agency, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed by sub-contractors in connection with the performance of the contract, with the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

**L. Present/Former Employee Standards of Conduct – Disclosures**

Pursuant to sections 24-18-101 and 201, et. seq., C.R.S., and section 24-50-507, C.R.S., former and present public employees and officials may not "be interested" in some State Agency contracts and are prohibited from engaging in certain activities in relation to State contracts. The State reserves the right to void or terminate contracts entered into in contravention of those provisions, or contracts in which a current State employee performs any contract administration function involving the use of State time or resources or that is otherwise contrary to State law. Notwithstanding the disclosure provisions in section 24-18-201, C.R.S., the State reserves the right to disqualify any application, or void or terminate any contract involving the participation or use of a present or former employee within the meaning of that section where such disqualification or termination is deemed to be in the best interest of the State. At the time of the submission of any application, the contractor shall disclose to the Procuring Agency the identity, organization, and nature of participation of any present or former employee (who terminated State employment within six months prior to the date of receipt of applications) participating in development of the application. Further, the contractor shall disclose during contract performance the identity, organization, and nature of participation of any present or former employee (who terminated State employment within six months prior to the date of any resulting contract or purchase order).

**M. Alternative Bids or Offers/Affiliated Vendors**

Unless otherwise permitted by the Procuring Agency, alternative applications by any vendor are not permitted. Unless otherwise permitted by the Procuring Agency, applications by affiliated vendors are not permitted except in accordance with this paragraph. An affiliated vendor is one who is controlled or owned by another vendor responding to this solicitation, or owned or controlled by a third person or other entity that controls or owns two vendors responding to this solicitation. "Affiliation" includes one person's having a substantial role in the preparation of offers by two vendors responding to this solicitation. A submission of an application in connection with any solicitation represents a certification that the Applicant is not affiliated with any known vendor also submitting an application in response to the solicitation, except to the extent the nature of such affiliation is described with particularity. The State reserves the right to disqualify any application by, or void any resulting purchase order or contract with, any vendor responding to a solicitation in violation of this provision or the following certificate of independent price determination.

**N. Certification of Independent Price Determination**

1. By submission of this application, each Applicant certifies, and in the case of a joint application, each party thereto certifies as to its own organization, that in connection with this procurement:
  - a. The prices in this application have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Applicant or with any competitor;
  - b. Unless otherwise required by law, the prices which have been submitted in this application have not been knowingly disclosed by the Applicant and will not knowingly be disclosed by the Applicant prior to opening, directly or indirectly to any other Applicant or to any competitor; and
  - c. No attempt has been made or will be made by the Applicant to induce any other person or firm to submit or not submit an application for the purpose of restricting competition.

2. Each person signing the Request for Application Cover Sheet & Signature Page of this application certifies that:
  - a. The signing individual is the person in the Applicant's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to K above; or
  - b. He is not the person in the Applicant's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision, in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to K above.
3. An application will not be considered for award where K above has been deleted or modified. Where K above has been deleted or modified, the application will not be considered for award unless the Applicant furnishes with the application a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency (CDPHE) determines that such disclosure was not made for the purpose of restricting competition.

**O. Selection of Successful Application and Notice of Intent to Award**

The State reserves the right to make an award on receipt of initial applications, so Applicants are encouraged to submit their most favorable application at the time established for receipt of applications. Applicants not meeting the requirements identified in the RFA shall be ineligible for further consideration. The State may conduct discussions with Applicants in the competitive range (those most responsive to the requirements and reasonably susceptible of being selected for award) for the purpose of promoting understanding of the State's requirements and the Applicant's application, to clarify requirements, make adjustments in services to be performed, and in prices. Changes to applications, if permitted, will be requested in writing from Applicants. If application revisions are permitted after oral presentations and discussions, a date will be established in writing by the State for submission of best and final offers (BAFO). Applicants will not be provided an opportunity for comprehensive application revisions.

**P. Requirement for Valid Contract**

The State Agency will not be responsible for any products delivered or services performed prior to issuance of a purchase order signed by an authorized representative of the State Agency's purchasing department, or a contract signed by a duly authorized representative of the State Agency and approved by the State Controller or designee.

**Q. Vendor Forms**

In the event Applicant's form(s) or part(s) of forms are included as an attachment(s) Applicant agrees that, in the event of inconsistencies or contradictions, the terms and conditions of the solicitation document shall supersede and control over those contained in the Applicant's form(s) regardless of any statement to the contrary in an Applicant form(s). Unless the State specifically agrees in writing through overt reference or other express written indication of assent, terms and conditions on vendor forms regarding choice of law, venue, warranty disclaimer or exclusion, indemnification or limitation of liability shall be of no effect.

**R. Award of Contract/Standard (Model) Contract/Legislative Changes**

The award will be made to that Applicant(s) whose application, conforming to the RFA, has been determined to be responsive and responsible and most advantageous to the State of Colorado, considering the evaluation factors set forth in this announcement. A contract must be completed and signed by all parties. In the event the parties are unable to enter into a contract in a reasonable timeframe, the State may elect to rescind the "Notice of Intent to Make an Award" communication and make the award to the next most responsive and responsible Applicant. The successful Applicant(s) is required to enter into a formal Contract with the department. The State of Colorado reserves the right to amend the contract in response to future legislative changes that affect this project.

**S. Reciprocity**

Reciprocity is mandated by statute. C.R.S. §8-18-101 states, “When a contract for commodities or services is to be awarded to a bidder, a resident bidder...shall be allowed a preference against a nonresident bidder equal to the preference given or required by the state in which the nonresident bidder is a resident”.

**T. Term of the Contract**

This RFA will not result in contracts with an option to renew. The initial contract will be effective upon approval by the State Controller's designee through December 31, 2016.

**U. Acceptance of Application Content**

The contents of the application (including persons specified to implement the project) of the successful Applicant will become contractual obligations if acquisition action ensues. Failure of the successful Applicant to accept these obligations in a contract, purchase document, delivery order or similar acquisition instrument may result in cancellation of the award and such Applicant may be removed from future solicitations.

**V. Order of Precedence**

In the event of any conflict or inconsistency between terms of this request for application and the offer, such conflict or inconsistency shall be resolved first, by giving effect to the terms and conditions of the contract, second to the request for application, and third, to the application.

**W. Venue**

The parties agree that venue for any action related to performance of this application shall be in the City and County of Denver, Colorado.

**X. Withholding of Debts Owed to State Agencies**

Pursuant to C.R.S. §24-30-202.4 (as amended), the State Controller may withhold debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 22, Title 39, C.R.S.; (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the Controller.

**Y. State Ownership of Contract Products / Services**

All products/services produced in response to the contract resulting from this RFA will be the sole property of the State of Colorado, unless otherwise noted in the RFA.

**Z. Incurring Costs**

The State of Colorado is not liable for any cost incurred by Applicants prior to issuance of a legally executed contract or procurement document. No property interest of any nature shall occur until a contract is awarded and signed by all concerned parties.

**AA. Non-Discrimination**

The Applicant shall comply with all applicable federal and State laws, rules and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**BB. Parent Company**

If an Applicant is owned or controlled by a parent company, the name, main office address, and parent company's tax identification number must be provided in the solicitation response. The tax identification number provided must be that of the Applicant responding to the RFA. The Applicant must be a legal entity with the legal right to contract and must be registered in the State of Colorado to conduct business.

**CC. News Releases**

No news releases pertaining to this RFA shall be made prior to execution of the contract without prior written approval of the department.

**DD. Contract Cancellation**

CDPHE reserves the right to cancel, for cause, convenience, or lack of fiscal funding, any contract resulting from this RFA by providing timely notice to the contractor.

**EE. Taxes**

CDPHE, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-730123K). CDPHE's Colorado State and Local Sales Tax Exemption Number is 98-02565. Applicant is hereby notified that when materials are purchased in certain political sub-divisions (for example in the City of Denver) the Applicant may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.

**FF. Assignment and Delegation**

Except for assignment of antitrust claims, neither party to any resulting contract may assign or delegate any portion of the contract without the prior written consent of the other party.

Awarded contractor(s) will be allowed to subcontract portions of this RFA. Awarded contractor(s) shall be fully accountable to the department and shall ensure that all sub-contractors agree to and comply with the terms and conditions of the contract. During contract performance, the department may request and awarded vendor(s) shall provide proof of sub-contractor compliance with the department's terms and conditions.

**GG. Availability of Funds**

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the State of Colorado.

**HH. Selection and Evaluation:**

An Evaluation Committee will evaluate the merits of applications received in accordance with the evaluation factors stated in this RFA and identify the application that is most advantageous to the state. While numeric evaluations may be used in some aspects of the process to identify strengths and weaknesses of applications, and to establish a ranking, the final decision will be a business decision by the State and will not be based on a numerical score. A Decision Memorandum will document the basis for the award decision.

The technical aspects of applications will be assessed based on the soundness of the Applicant's approach and the Applicant's understanding of the requirement. Past experience/qualifications will be assessed by considering the extent to which the qualifications, experience, and past performance are likely to foster successful, on-time performance. Technical and past experience assessments may include a judgment concerning the potential risk of unsuccessful or untimely performance, and the anticipated amount of State resources necessary to insure timely, successful performance based on requirements of Procurement Code C.R.S. §24-103-401 et.seq and C.R.S. §24-103.5-101 et.seq. The State reserves the right to include the State of Colorado and other states as additional references and may use all information available regarding past performance as defined in C.R.S. §24-102-205 et.seq. The State also reserves the right to call references only on the selected Applicant(s) as a method of determining responsibility.

Failure of the Applicant to provide any information requested in this RFA may result in disqualification of the application. This responsibility belongs to the Applicant.

Applicants should not assume that they will have an opportunity for oral presentations or revisions of applications, so they should submit their most favorable applications as their initial application. If award is not made on receipt of initial applications, Applicants in the competitive range (those most responsive to the requirements and reasonably susceptible of being selected for award) may be provided an opportunity to make an oral presentation. The oral presentation may be held for the purpose of clarification and to ensure full understanding of and responsiveness to solicitation requirements.

If application revisions are permitted after oral presentations and discussions, a date will be established in writing by the State for submission of best and final offers. Applicants will not be provided an opportunity for comprehensive application revisions.

The apparently successful Applicant may be required to submit for the most current reported period and a reasonable number of previous years (in order of preference) an audited financial statement, a financial statement reviewed by a certified public accountant, a third-party prepared financial statement if an audited or reviewed statement is not available, or another financial statement prepared in the routine course of the Applicant's business, in order to assist the State in making its determination of Applicant responsibility in accordance with C.R.S. §24-103-401.

## **XI. APPENDIX**

### **A. Glossary**

**Activities:** Activities are what your project will do with its resources. They are the concrete processes, events, and actions that are core to the design and implementation of your project. Without the activities in your project's logic model, the project would not exist.

**Collaboration:** The extent to which an agency/organization works/interacts with other public, private, and not-for-profit prevention and intervention programs, practices, or policies at the state, regional or local level for purposes of resource sharing, coordination of effort, case management, and/or avoidance of duplicative services.

**Community:** A specific group of people, often living in a defined geographic area, who share a common culture, values and norms, and who are arranged in a social structure according to relationships the community has developed over a period of time.

**Evaluation:** The systematic process of collecting information about a project, analyzing that information, and using that information for decision-making purposes. Evaluations can include needs assessments.

**Goals:** Broad statements (i.e., written in general terms) that convey a project's overall intent to change, reduce, or eliminate the problem described. Goals identify the project's intended long-term results.

**Key Staff:** The principle investigator and other individuals who contribute to the scientific development or execution of a project and are involved in a substantive, measurable way, whether or not they receive salaries or compensation under the grant. Consultants also may be considered key personnel if they meet this definition.

**Lead Agency:** serves as the single point of contact for an entity and is responsible for coordinating all activities and communications with respect to new applications or amendments.

**Memorandum of Agreement (MOA) or Memorandum of Understanding (MOU):** An agreement signed by two or more parties that define the terms under which all collaborators will cooperate.

**Needs Assessment:** A process for collecting information to understand a community's concerns, characterizing its needs and resources, and eventually working together to respond to the issues identified.

**Not-For-Profit Organizations:** Organizations created by statute, government or judicial authority that is not intended to provide a profit to the owners or members, and are designated 501(c) 3 and 501 (c) 4 organizations by the Internal Revenue Service.

**Objectives:** Project objectives describe the concrete, measurable steps your agency will take to reach the goal and achieve your intended outcome/impact/product. Objectives should be quantifiable (i.e., a numeric value can be attached). Objectives state specifically what will be done, by who, by when, and the method of measurement.

**Outcome measures:** Measures that identify and quantify the measurable outcome/impact/product and answer the questions: “How will things be different at the conclusion of the project than they are right now?” and “How do we know that our project activities are the cause of the difference?”

**Outputs:** Outputs are the direct and immediate products of doing the activities. They include the type, level, and extensiveness of your activity, such as total numbers served or total times an activity is completed.

**Process Measures:** Measures that quantify the progress on objectives and answer the questions: “Who will do what by when, to/for whom, and how many?”

**Resources/Inputs:** Resources, sometimes referred to as inputs, include all of the human, financial, organizational, and community resources that your project can draw upon as it undertakes its work.

**Short-Term Outcomes:** The measures of the initial results of the project. Changes often include such things as increases in knowledge, shifts in attitudes, and increases in awareness. Short term outcomes are changes that will occur within one to three years.

**S.M.A.R.T. Outcome Objectives:** These express the intended results or accomplishments of project or intervention activities. They most often focus on changes in policy, a system, the environment, knowledge, attitudes, or behavior. Objectives should be S.M.A.R.T., which stands for: Specific; Measurable; Attainable/Achievable; Relevant; and Time bound.

- Specific—What exactly would get done for whom?
- Measurable—Is it quantifiable and can it be measured?
- Attainable/Achievable—Can it be done in the proposed timeframe with available resources and support?
- Relevant—Would this objective have an effect on the desired goal or strategy?
- Time bound—When would this objective be accomplished?

**Stakeholder:** People who have a vested interest in the planning, development, implementation, and evaluation of a project or process.

**Target Population:** The group(s) of people that project interventions are designed to reach.

**Work Plan:** A work plan is a roadmap for the achievement of goals and objectives. It should be a reasonable, realistic timeline for the completion of each task to successfully implement the project.



# Recycling Resources Economic Opportunity Fund Grant Program

## Regional Studies to Optimize Waste Diversion

### COVER SHEET AND SIGNATURE PAGE

#### Attachment #1

Organization: \_\_\_\_\_  
Project Title: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ URL Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Federal Tax Identification Number: \_\_\_\_\_  
Legal Tax Status (check one):      \_\_\_ For-Profit \_\_\_ Nonprofit \_\_\_ Govt. \_\_\_ School/University

By signing and submitting this application, the applicant agrees to operate the program as described in the Application for Funding and in accordance with the grant terms and assurances. The applicant agrees that the information provided in this application is, to the best of the applicant's knowledge and based on reasonable inquiry, true, accurate, and complete. The applicant understands that knowingly submitting any false information on this application could result in the project not being considered for funding or voiding any current or future contracts with the Department of Public Health & Environment.

Print name of Authorized Official: \_\_\_\_\_

Signature of Authorized Official:

*Please print this page and sign in the box at right. Electronic signatures are also acceptable. Typed names are not allowed.*

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Project Director or Primary Contact:**

Name:

Title:

Address:

Phone:

E-Mail:

**Financial Officer:**

Name:

Title:

Address:

Phone:

E-Mail:

**Total Amount of Funds Requested:** \$ \_\_\_\_\_  
**Total Matching/In-Kind Contributions:** \$ \_\_\_\_\_  
**Total Project Cost:** \$ \_\_\_\_\_

ATTACHMENT 2

APPLICATION  
PRE-AWARD RISK ASSESSMENT QUESTIONS  
(For use with subrecipient/recipients only)

Local Public Health Departments do not need to complete this form since their risk is determined by the Financial Risk Management System (FRMS).

Any questions that remain unanswered including explanations, or the answer does not address the question asked will be assessed the highest risk rating for that question.

Name of organization: \_\_\_\_\_

Name and title of person completing this form: \_\_\_\_\_

Amount of funding requested on this application: \_\_\_\_\_

**\*\*If you have completed this form in the past twelve months, please submit your completed form with any updated information\*\***

- 1) Please provide your total operating budget for your entity. \_\_\_\_\_
- 2) Please provide the total number of grants you receive? (State, Federal, Private) \_\_\_\_\_

Programmatic Performance

- 3) Total dollar amount of CDPHE only grants that you receive? \_\_\_\_\_
- 4) Has your organization administered programs similar to your current grant proposal? \_\_\_\_\_ If so, please list and explain. \_\_\_\_\_
- 5) How many years has your organization been in existence? \_\_\_\_\_
- 6) How many total FTE are there in your organization? \_\_\_\_\_
- 7) Have you previously met all deliverables of your grants on time and as described in your statement of work? \_\_\_\_\_ If not, please explain why you would be unable to meet the deliverables. \_\_\_\_\_
- 8) Are you serving as a fiscal agent for another agency that will complete the actual work on the grant? ☐Yes ☐No
- 9) Are you sub-awarding any portion of this contract to complete your deliverables? ☐Yes ☐No
- 10) Has your organization had any significant changes in key personnel or accounting systems in the last year? (e.g. Controller, Executive Director, Accounting Manager, Program Manager, etc.) \_\_\_\_\_

Fiscal System

- 11) How many total FTE perform accounting functions within your organization? \_\_\_\_\_
- 12) When is your organization's fiscal year end? \_\_\_\_\_

- 13) Does your organization receive an audit under the Single Audit Act/Uniform Administrative Requirements, 2 CFR 200, subpart F (Government Auditing Standards) ☐Yes ☐No  
If yes, please provide a copy (electronic preferred) of your most recent audit report.
- 14) Does your organization receive an annual financial statement audit under Generally Accepted Auditing Standards (GAAS) ☐Yes ☐No  
If yes, please provide a copy (electronic preferred) of your most recent audit report.
- 15) Are your accounting records kept in accordance with GAAP? ☐Yes ☐No
- 16) Does your accounting system allow you to segregate all assets, liabilities, revenue and expenditures by funding source, and the ability to produce a self-balancing report by each fund?  
☐Yes ☐No  
Please explain how you intend to account for all costs and revenues associated with each funding source \_\_\_\_\_
- 17) Are accounting records supported by source documentation? If so, please provide examples of source documentation that is maintained and retained? \_\_\_\_\_
- 18) Do you have a cost allocation plan that spreads all common costs, such as phone, rent, utilities, etc. among all funding sources? ☐Yes ☐No  
Please explain how you allocate your common costs. \_\_\_\_\_
- 19) Does your agency have a review process for all expenditures that will provide a certainty that all costs are reasonable, allowable and allocated correctly to each funding source? ☐Yes ☐No  
Please explain your current process for reviewing costs. \_\_\_\_\_
- 20) Does your agency have sufficient internal controls in place to ensure that the accounting records are free from material misstatements? ☐Yes ☐No.  
Please describe your organization's overall internal fiscal controls and structure \_\_\_\_\_
- 21) This contract will be a cost reimbursement basis. Does your agency have an adequate cash flow that will enable you to manage your finances between the time costs are incurred and reimbursed? ☐Yes ☐No  
Please explain how you intend to cover costs prior to requesting the reimbursement. \_\_\_\_\_
- 22) Does your entity have a time and effort reporting system in place to account for 100% of all employees time with a breakdown of the actual time spent on each funding project? ☐Yes ☐No  
Please explain how you intend to document actual hours worked for each employee, by each funding source. \_\_\_\_\_
- 23) Does your organization have employee fidelity bond/insurance coverage for all its employees that handle cash? ☐Yes ☐No If so, what is the coverage amount? \_\_\_\_\_
- 24) Does your organization have an active oversight committee/board and are they provided financial reports and information on a regular basis? ☐Yes ☐No

\*\* Please retain this completed form in your records for any additional funding applications within a twelve month period\*\*

Please Sign and Date Below:

---

Executive Director (or authorized deligee)  
Signature

---

Date

---

Financial Director Signature

---

Date

# Recycling Resources Economic Opportunity Fund Grant Program

## Regional Studies to Optimize Waste Diversion

### Attachment #3

#### WORK PLAN TABLE TEMPLATE

You are required to use the following format when designing the project's work plan. Additional rows can be added as needed in any section. Reference Section IV.C in the Request for Applications document for additional guidance in completing the work plan.

<b>Goal #1:</b>		
<b>Objective #1:</b>		
<b>Primary Activity #1</b> <i>(Needed to meet the project goal/objective)</i>		
<b>Sub-Activities #1</b> <i>(Needed to complete the Primary Activity)</i>	1. 2. 3.	
<b>Primary Activity #2</b> <i>(Needed to meet the project goal/objective)</i>		
<b>Sub-Activities #2</b> <i>(Needed to complete the Primary Activity)</i>	1. 2. 3.	
<b>Standards and Requirements</b> <i>(These establish quality and ensure the activity will provide the expected results)</i>	1. 2. 3.	
<b>Expected Results of Activity(s)</b> <i>(Meets the project goal/objective)</i>	1. 2. 3.	
<b>Measurement of Expected Results</b> <i>(What will be measured to ensure the expected results are achieved)</i>	1. 2. 3.	
		<b>Completion Date</b> <i>(When is the deliverable due)</i>
<b>Deliverables</b> <i>(Typically tangible objects produced as a result of the activity- evidence of progress and compliance with standards and requirements)</i>		

Recycling Resources Economic Opportunity Fund Grant Program  
Regional Studies to Optimize Waste Diversion  
Attachment #4

**LINE ITEM BUDGET FORMAT**

All project budgets are required to use the following individual budget categories. In addition to a budget tables, applicants must also include a budget narrative that explains in more detail all listed expenses.

<b>Budget Category</b>	<b>Description</b>
Personal Services	Applies only to personnel directly employed by the applicant. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.) must be included.
Supplies/Operating Costs	Materials, supplies, or equipment needed to complete the task.
Travel Costs	In-state only. Includes mileage, lodging, and meals. Out-of-state travel must be pre-approved by the department.
Contractual	Payments to consultants or sub-contractors.
Other Direct Costs	Other costs not covered by any other budget category.
Indirect Costs	Cannot be more than 10% of all direct costs (all categories listed above).

List only those budget categories that are applicable to the proposal. Itemize each individual budget category, including sub-totals, and calculate an overall budget total. See the example budget table below:

<b>Description</b>	<b>Rate Per Hour</b>	<b>Total Hours</b>	<b>Grant Funds Requested</b>	<b>Matching/In Kind Estimate</b>	<b>Total Amount</b>
<b>Personal Services</b>					
John Smith	\$115	80	\$9,200		\$9,200
<b>Sub-Total</b>			<b>\$9,200</b>		<b>\$9,200</b>
<b>Supplies/Operating</b>					
Waste Audit Supplies			\$1,000	\$500	\$1,500
Printing Costs			\$250		\$250
<b>Sub-Total</b>			<b>\$1,250</b>	<b>\$500</b>	<b>\$1,750</b>
<b>Travel</b>			\$300		<b>\$300</b>
<b>Sub-Total</b>			<b>\$300</b>		<b>\$300</b>
<b>Contractual</b>					
Mary Green, XYZ Consulting	\$200	160	\$32,000		\$32,000
<b>Sub-Total</b>			<b>\$32,000</b>		<b>\$32,000</b>
<b>Indirect (assessed at 5%)</b>			<b>\$2,162</b>		<b>\$2,162</b>
<b>Total Project Cost:</b>			<b>\$44,912</b>	<b>\$500</b>	<b>\$45,412</b>

Recycling Resources Economic Opportunity Fund Grant Program  
Regional Studies to Optimize Waste Diversion  
Attachment #5

**APPLICATION CHECKLIST**

Please use this checklist as a tool to ensure all required information is included and the application is formatted appropriately prior to submitting your application. Do not submit this checklist with the application.

- Is the application no more than 12 pages? This includes all sections and documents listed in Section IV.A. The appendix does not count toward the 12 page limit:
  - Cover Sheet (Attachment #1) complete and signed by an authorized official
  - Application Executive Summary
  - Pre-Award Risk Assessment Questionnaire (Attachment #2)
  - Summary of Experience and Qualifications
  - Application Narrative
  - Work Plan (Attachment #3)
  - Budget (Attachment #4)

The following required documents are included in the appendix, as shown in Section IV.A.8:

- Résumés of key project staff.
  - Letters of support from stakeholders in the identified study area. It is preferred these letters of support are written by stakeholders who have the interest and the ability to expand recycling infrastructure in the study area.
  - Map of the study area
  - Letter of Good Standing from the Secretary of State's Office (if applying as a for-profit or nonprofit)
  - A letter of intent from sub-contractors or consultants indicating a willingness to work with the Applicant, if applicable.
- Is the application formatted per the guidelines shown in Section IV.B?
  - Is the grant application and appendix in a single PDF document (if sending electronically)?
  - Is the PDF document file size less than or equal to 15 MB (megabytes)? If no, reduce file size or send one hard copy by courier or certified mail.
  - Reviewed and fully understand the General and Special Provisions (Attachment #5) and Section X?

Deadline to send electronically is October 9, 2015 by 3:00 PM MDT. Hard copy applications sent by mail must be received by 3:00 PM MDT on October 9, 2015. Applications postmarked on October 9 that are received on a later date will not be accepted.

Recycling Resources Economic Opportunity Fund Grant Program  
Regional Studies to Optimize Waste Diversion  
Attachment #5

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  - ☐ Cover Sheet (Attachment #1) complete and signed by an authorized official
  - ☐ Application Executive Summary
  - ☐ Pre-Award Risk Assessment Questionnaire (Attachment #2)
  - ☐ Summary of Experience and Qualifications
  - ☐ Application Narrative
  - ☐ Work Plan (Attachment #3)
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- ☐ Map of the study area
- ☐ Letter of Good Standing from the Secretary of State's Office (if applying as a for-profit or nonprofit)
- ☐ A letter of intent from sub-contractors or consultants indicating a willingness to work with the Applicant, if applicable.
- ☐ Is the application formatted per the guidelines shown in Section IV.B?
- ☐ Is the grant application and appendix in a single PDF document (if sending electronically)?
- ☐ Is the PDF document file size less than or equal to 15 MB (megabytes)? If no, reduce file size or send one hard copy by courier or certified mail.
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### GENERAL PROVISIONS

The following clauses apply to this contract. In some instances, these general clauses have been expanded upon in other sections/exhibits of/to this contract. To the extent that other provisions of the contract provide more specificity than these general clauses, the more specific provision shall control.

1. **Governmental Immunity.** Notwithstanding any other provision to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 et.seq., CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101 et.seq., CRS and the risk management statutes, Section 24-30-1501, et.seq., CRS as now or hereafter amended.
2. **Available Funds-Contingency**
  - a. **Available Funds.** The State is prohibited by law from making commitments beyond the term of the State's current fiscal year; therefore, Contractor's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the available amount remaining of such encumbered funds. In the event that state funds become unavailable for this Contract, as determined by the State, the State may immediately terminate this Contract or amend it accordingly.
  - b. **Federal Funds Contingency.** Payment pursuant to this contract, if in federal funds, whether in whole or in part, is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. In the event that said funds, or any part thereof, become unavailable, as determined by the State, the State may immediately terminate this contract or amend it accordingly without liability including liability for termination costs.
3. **Billing Procedures.** The State shall establish billing procedures and requirements for payment due the Contractor in providing performance pursuant to this contract. The Contractor shall comply with the established billing procedures and requirements for submission of billing statements. The State shall comply with CRS 24-30-202(24) when paying vendors upon receipt of a correct notice of the amount due for goods or services provided hereunder.
4. **Exhibits - Interpretation.** Unless otherwise stated, all referenced exhibits are incorporated herein and made a part of this contract. Unless otherwise stated, the terms of this contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of this Contract; 2) the Additional Provisions **Exhibit A** and its attachments if included; 3) the Contract (other than the Special Provisions); 4) the RFP if applicable and attached; 5) the Scope/Statement of Work **Exhibit B** and its attachments if included; 6) the Contractor's proposal if applicable and attached; 7) other exhibits/attachments in their order of appearance.

The conditions, provisions, and terms of any RFP attached hereto, if applicable, establish the minimum standards of performance that the Contractor must meet under this Contract. If the Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work Exhibit B, establish or create standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Contract.
5. **Notice and Representatives.** For the purposes of this contract, the representative for each party is as designated herein. Any notice required or permitted may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address provided, and if sent by mail it is effective when posted in a

U.S. Mail Depository with sufficient postage attached thereto. Notice of change of address or change or representative shall be treated as any other notice.

6. Contractor Representations - Qualifications/Licenses/Approvals/Insurance. The Contractor certifies that, at the time of entering into this contract, it and its agents have currently in effect all necessary licenses, certifications, approvals, insurance, etc. required to properly provide the services and/or supplies covered by this contract in the state of Colorado. Proof of such licenses, certifications, approvals, insurance, etc. shall be provided upon the State's request. Any revocation, withdrawal or non-renewal of necessary license, certification, approval, insurance, etc. required for the Contractor to properly perform this contract, shall be grounds for termination of this contract by the State.

Contractor certifies that it is qualified to perform such services or provide such deliverables as delineated in this contract.

7. Legal Authority. The Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and bind the Contractor to its terms. The person(s) executing this contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this contract.

8. Insurance – Contractor. During the term of this contract, and any renewals or extensions thereof, Contractor, and its Subcontractors shall, and hereby agrees to, obtain, maintain, and keep in force at all times during the term of this contract an insurance policy or policies, issued by a company authorized to do business in Colorado, in the kinds and minimum amounts, and under the conditions specified below.

a. Worker's Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of Contractor's employees acting within the course and scope of their employment.

b. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- I. \$1,000,000 each occurrence;
- II. \$1,000,000 general aggregate;
- III. \$1,000,000 products and completed operations aggregate; and
- IV. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

c. Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

d. The State of Colorado shall be named as an additional insured on the Commercial General Liability policy. Coverage required of the contract will be primary over any insurance or self-insurance program carried by Contractor or the State of Colorado.

e. The insurance shall include provisions preventing cancellation or non-renewal without at least thirty (30) calendar days prior written notice to the State by certified mail.

f. The Contractor will require all insurance policies in any way related to the contract and secured and maintained by the Contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

- g. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.
  - h. The Contractor shall provide certificates showing insurance coverage required by this contract to the State by the effective date of the contract. No later than fifteen (15) calendar days prior to the expiration date of any such coverage, the Contractor shall deliver to the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State may request in writing, and the Contractor shall thereupon within ten (10) calendar days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.
  - i. The Contractor shall provide such other insurance as may be required by law, or in a specific solicitation.
9. Rights in Data, Documents and Computer Software or Other Intellectual Property. All intellectual property including without limitation, databases, software, documents, research, programs and codes, as well as all, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under this contract shall be the exclusive property of the State. Unless otherwise stated, all such material shall be delivered to the State by the Contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this contract without the prior written consent of the State. All documentation, accompanying the intellectual property or otherwise, shall comply with the State requirements which include but is not limited to all documentation being in a paper, human readable format which is useable by one who is reasonably proficient in the given subject area. Software documentation shall be delivered by Contractor to the State that clearly identifies the programming language and version used, and when different programming languages are incorporated, identifies the interfaces between code programmed in different programming languages. The documentation shall contain source code which describes the program logic, relationship between any internal functions, and identifies the disk files which contain the various parts of the code. Files containing the source code shall be delivered and their significance to the program described in the documentation. The documentation shall describe error messages and the location in the source code, by page, line number, or other suitable identifier, where the error message is generated. The Contractor warrants that the delivered software will be sufficiently descriptive to enable maintenance and modification of the software. The State's ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.
- If any material is produced under this Contract and the parties hereto mutually agreed that said material could be copyrighted by Contractor or a third party, then the State, and any applicable federal funding entity, shall, without additional cost, have a paid in full, irrevocable, royalty free, and non-exclusive license to reproduce, publish, or otherwise use, and authorize others to use, the copyrightable material for any purpose authorized by the Copyright Law of the United States as now or hereafter enacted. Upon the written request of the State, the Contractor shall provide the State with three (3) copies of all such copyrightable material.
10. Confidential or Proprietary Information. Subject to the Public (Open) Records Act, section 24-72-101, *et seq.*, C.R.S., as amended, if the Contractor obtains access to any records, files, or other information of the State in connection with, or during the performance of, this Contract, then the Contractor shall keep all such records, files, or other information confidential and shall comply with all laws and regulations concerning the confidentiality of all such records, files, or information to the same extent as such laws and regulations apply to the State. Contractor shall protect the confidentiality of all information accessed, used, held, created or received in connection with this Contract and shall insure that any subcontractors or agents of Contractor protect the confidentiality of all information under this Contract. Contractor shall access, use and disclose confidential information only for the operation and administration of the Contract, and shall not directly or indirectly disclose confidential information after the term of the Contract. Contractor shall implement appropriate safeguards as are necessary to prevent accidental or unauthorized use or disclosure of confidential information and shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards for maintaining and transmitting

electronic confidential information. Contractor shall promptly notify the State if Contractor breaches the confidentiality of any information covered by this Contract. Any breach of confidentiality by the Contractor, or third party agents of the Contractor, shall constitute good cause for the State to cancel this Contract, without liability to the State. Any State waiver of an alleged breach of confidentiality by the Contractor, or third party agents of the Contractor, does not constitute a waiver of any subsequent breach by the Contractor, or third party agents of the Contractor.

The Contractor must identify to the State the information that it considers confidential or proprietary. This is a continuing obligation. Confidential or proprietary information for the purpose of this paragraph is information relating to Contractor's research, development, trade secrets, business affairs, internal operations and management procedures and those of its customers, clients or affiliates, but does not include information lawfully obtained by third parties, information which is in the public domain, or information which is or could have been acquired/developed independently by the State or a third party. Notwithstanding the foregoing, the State shall not be in violation of its obligations under this section should it disclose confidential information if such disclosure is, in the sole opinion of the State's legal counsel, required by applicable law and/or legal process (including, but not limited to, disclosures required pursuant to the Colorado (Open) Public Records Act, sections 24-72-201, *et. seq.*, C.R.S., as now or hereafter amended). The State shall endeavor to provide notice to the Contractor, as promptly as practicable under the circumstances, of any demand, request, subpoena, court order or other action requiring such disclosure, in order to afford Contractor the opportunity to take such lawful action as it deems appropriate to oppose, prevent or limit the disclosure, solely at its own instance and expense; but nothing herein shall be construed to require the State to refuse or delay compliance with any such law, order or demand.

11. Records Maintenance, Performance Monitoring & Audits. The Contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the program/project or the delivery of services under this contract. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a contract payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records.

The Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with this contract. Except as provided by law, no information in possession of the Contractor about any individual constituent shall be disclosed in a form including identifying information without the prior written consent of the person in interest, a minor's parent, guardian, or the State. The Contractor shall have written policies governing access to, duplication and dissemination of, all such information and advise its agents, if any, that they are subject to these confidentiality requirements. The Contractor shall provide its agents, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted.

The Contractor authorizes the State, the federal government or their designee, to perform audits and/or inspections of its records, at any reasonable time during the term of this contract and for a period of six (6) years following the termination of this contract, to assure compliance with the state or federal government's terms and/or to evaluate the Contractor's performance. Any amounts the State paid improperly shall be immediately returned to the State or may be recovered in accordance with other remedies.

All such records, documents, communications, and other materials shall be the property of the State unless otherwise specified herein and shall be maintained by the Contractor in a central location as custodian for the State on behalf of the State, for a period of six (6) years from the date of final payment or submission of the final federal expenditure report under this contract, unless the State requests that the records be retained for a longer period, or until an audit has been completed with the following qualification. If an audit by or on behalf of the federal and/or state government has begun but is not completed at the end of the six (6) year period, or if audit findings have not been resolved after a six (6) year period, the materials shall be retained until the resolution of the audit findings.

The Contractor shall permit the State, any other governmental agency authorized by law, or an authorized designee thereof, in its sole discretion, to monitor all activities conducted by the Contractor pursuant to the terms of this contract. Monitoring may consist of internal evaluation procedures, reexamination of program

data, special analyses, on-site verification, formal audit examinations, or any other procedures as deemed reasonable and relevant. All such monitoring shall be performed in a manner that will not unduly interfere with contract work.

12. Taxes. The State, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all state and local government use taxes [C.R.S. 39- 26-114(a) and 203, as amended]. The Contractor is hereby notified that when materials are purchased for the benefit of the State, such exemptions apply except that in certain political subdivisions the vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to the State. These sales or use taxes will not be reimbursed by the State.
13. Conflict of Interest. During the term of this contract, the Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the Contractor fully performing his/her obligations under this contract.

Additionally, the Contractor acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the State. Thus, the Contractor agrees to refrain from any practices, activities or relationships which could reasonably be considered to be in conflict with the Contractor's fully performing his/her obligations to the State under the terms of this contract, without the prior written approval of the State.

In the event that the Contractor is uncertain whether the appearance of a conflict of interest may reasonably exist, the Contractor shall submit to the State a full disclosure statement setting forth the relevant details for the State's consideration and direction. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict shall be grounds for termination of the contract.

Further, the Contractor, and its subcontractors or subgrantees, shall maintain a written code of standards governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent of the Contractor, subcontractor, or subgrantee shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent;
- b. Any member of the employee's immediate family;
- c. The employee's partner; or
- d. An organization which employs, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award. The Contractor's, subcontractor's, or subgrantee's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Contractor's potential contractors, or parties to subagreements.

14. Inspection and Acceptance (Services) and Contractor Warranty. The State reserves the right to inspect services provided under this contract at all reasonable times and places during the term of the contract. "Services" as used in this clause includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform with contract requirements, the State may require the contractor to perform the services again in conformity with contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the State may (1) require the contractor to take necessary action to ensure that the future performance conforms to contract requirements and (2) equitably reduce the payment due the contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the State in the termination provisions of this contract, or remedies otherwise available at law.

Contractor warrants that all supplies furnished under this contract shall be free from defects in materials or workmanship, are installed properly and in accordance with manufacturer recommendations or other industry standards, and will function in a failure-free manner for a period of one (1) year from the date of delivery or installation. Contractor shall, at its option, repair or replace any supplies that fail to satisfy this

warranty during the warranty period. Additionally, Contractor agrees to assign to the State all written manufacturer warranties relating to the supplies and to deliver such written warranties to the State.

15. Adjustments in Price. Adjustments to contract prices are allowable only so long as they are mutually agreeable by the parties and so long as they are included within a contract amendment made prior to the effective date of the price adjustments and made pursuant to the State of Colorado Fiscal Rules, signed by the parties, and approved by the State Controller or designee. The Contractor shall provide cost or pricing data for any price adjustment subject to the provisions of the Cost or Pricing Data Section of the Colorado State Procurement Rules. Any adjustment in contract price pursuant to the application of a clause in this contract shall be made in one or more of the following ways:
  - a. By agreement on a fixed-price adjustment;
  - b. By unit prices specified in the contract;
  - c. In such other manner as the parties may mutually agree; or
  - d. In the absence of agreement between the parties, by a unilateral determination by the procurement officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee.
16. Contract Modifications. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. If either the State or the Contractor desires to modify the terms and conditions of this Contract, then the parties shall execute a standard written amendment to this Contract initiated by the State. The standard written amendment must be executed and approved in accordance with all applicable laws and rules by all necessary parties including the State Controller or delegate.
17. Litigation. The Contractor shall within five (5) calendar days after being served with a summons, complaint, or other pleading which has been filed in any federal or state court or administrative agency notify the State that it is a party defendant in a case which involves services provided under this contract. The Contractor shall deliver copies of such document(s) to the State's Executive Director. The term "litigation" includes an assignment for the benefit of creditors, and filings in bankruptcy, reorganization and/or foreclosure.
18. Notice of Breach and Dispute Resolution: If the State or the Contractor believes in good faith that the other party has failed to timely complete a deliverable, or has otherwise committed a material breach of this Contract, then the non-breaching party shall notify the breaching party in writing of the alleged breach within ten (10) business days of: 1) the date of the alleged breach if the non-breaching party is aware of the breach at the time it occurs; or 2) the date that the non-breaching party becomes aware of the breach.

Upon receipt of written notice of an alleged breach of the Contract, the breaching party shall have ten (10) business days, or such additional time as may be agreed to in writing between the parties, within which to cure the alleged breach or to notify the non-breaching party in writing of the breaching party's belief that a material breach of this Contract has not occurred. Failure of the breaching party to cure or respond in writing within the above time period shall result in the non-breaching party being entitled to pursue any and all remedies available at law or in equity.

Except as herein specifically provided otherwise, disputes concerning the performance of this contract which cannot be resolved by the designated contract representatives shall be referred in writing to a senior departmental management staff designated by the department and a senior manager designated by the Contractor. Failing resolution at that level, disputes shall be presented in writing to the Executive Director and the Contractor's chief executive officer for resolution. This process is not intended to supersede any other process for the resolution of controversies provided by law.

The Contractor and its sureties shall be liable for any damage to the State resulting from the Contractor's breach, whether or not the Contractor's right to proceed with the work is terminated. The State reserves the right, in its sole discretion, to determine whether or not to accept substituted performance tendered by the

Contractor or the Contractor's sureties and acceptance is dependent upon completion of all applicable inspection procedures.

19. Remedies: In addition to any other remedies provided for in this contract, and without limiting its remedies otherwise available at law, the State may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties and obligations in this contract. Substantial failure to satisfy the duties and obligations shall be defined to mean significant insufficient, incorrect or improper performance, activities, or inaction by the Contractor. Without limitation, these remedial actions include:
- a. withhold payment to Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
  - b. require the vendor to take necessary action to ensure that the future performance conforms to contract requirements; and/or
  - c. request the removal from work on the contract of employees or agents of Contractor whom the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the contract the State deems to be contrary to the public interest or not in the best interest of the State; and/or
  - d. deny payment for those services or obligations which have not been performed and which due to circumstances caused by Contractor cannot be performed, or if performed would be of no value to the State; denial of the amount of payment must be reasonably related to the value of work or performance lost to the State; and/or
  - e. suspend Contractor's performance pending necessary corrective action as specified by the State without Contractor's entitlement to adjustment in price/cost or schedule; and/or
  - f. modify or recover payments (from payments under this contract or other contracts between the State and the vendor as a debt due to the State) to correct an error due to omission, error, fraud and/or defalcation; and/or
  - g. terminate the contract.

These remedies in no way limit the remedies available to the State in the termination provisions of this contract, or remedies otherwise available at law.

20. Termination.

- a. Termination for Default. The State may terminate the contract for cause. In the event this contract is terminated for cause, the State will only reimburse the Contractor for accepted work or deliverables received up to the date of termination. In the event this contract is terminated for cause, final payment to the Contractor may be withheld at the discretion of the State until completion of final audit. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Contractor, and the State may withhold any payment to the Contractor for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Contractor is determined. If it is determined that the Contractor was not in default then such termination shall be treated as a termination for convenience as described herein. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor under this contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Contractor shall be obligated to return any payment advanced under the provisions of this contract.
- b. Termination for Convenience. The State shall have the right to terminate this contract at any time the State determines necessary by giving the Contractor at least twenty (20) calendar days prior written notice. If notice is so given, this contract shall terminate on the expiration of the specified time period, and the liability of the parties hereunder for further performance of the terms of this contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor under this contract shall, at the option of the State, become its

property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.

In the event that the State terminates this contract under the Termination for Convenience provisions, the Contractor is entitled to submit a termination claim within ten (10) days of the effective date of termination. The termination claim shall address and the State shall consider paying the following costs:

- I. the contract price for performance of work, which is accepted by the State, up to the effective date of the termination;
- II. reasonable and necessary costs incurred in preparing to perform the terminated portion of the contract;
- III. reasonable profit on the completed but undelivered work up to the date of termination;
- IV. the costs of settling claims arising out of the termination of subcontracts or orders, not to exceed 30 days pay for each subcontractor;
- V. reasonable accounting, legal, clerical, and other costs arising out of the termination settlement.

In no event shall reimbursement under this clause exceed the contract amount reduced by amounts previously paid by the State to the Contractor.

- c. Immediate Termination. This contract is subject to immediate termination, in whole or in part, by the State without further liability in all of the following circumstances:

- I. In the event that the State determines that the health, safety, or welfare of persons receiving services may be in jeopardy;
- II. Upon verifying that the Contractor has engaged in or is about to participate in fraudulent or other illegal acts; or
- III. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract.

21. Stop Work Order. Upon written approval by the State Procurement Officer or delegee, the State may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period after the order is delivered to the Contractor. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, as legally extended, the State Procurement Officer or delegee shall either:

- a. Cancel the stop work order; or
- b. Terminate the work covered by such order; or
- c. Terminate the contract.

If a stop work order issued under this clause is properly canceled, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the contract shall be modified accordingly in writing pursuant to the terms of this contract dealing with contract modifications, if:

- a. The stop work order results in increased time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- b. The Contractor asserts claim for such an adjustment within thirty (30) days after the end of the period of work stoppage.

If the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise and such adjustment shall be in accordance with the Price Adjustment Clause of this contract.



22. Venue. The parties agree that exclusive venue for any action related to performance of this contract shall be in the City and County of Denver, Colorado.

23. Understanding of the Parties.

- a. Complete Integration. This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.
- b. Severability. To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
- c. Binding Agreement. Except as herein specifically provided otherwise, it is expressly understood and agreed that this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. All rights of action relating to enforcement of the terms and conditions shall be strictly reserved to the State and the named Contractor. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Contractor that any such person or entity, other than the State or the Contractor, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.
- d. Waiver. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.
- e. Continuing Obligations. The State and the Contractor's obligations under this contract shall survive following termination or expiration to the extent necessary to give effect to the intent and understanding of the parties.
- f. Assignment and Change In Ownership, Address, Financial Status. Except as herein specifically provided otherwise, the rights, duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, subgranted or subcontracted except with the express prior written consent of the State, which consent shall not be unreasonably withheld. In the case of assignment or delegation, Contractor and the State shall execute the standard State novation agreement prior to the assignment or delegation being effective against the State. The subgrants and subcontracts permitted by the State shall be subject to the requirements of this contract. The Contractor is responsible for all subcontracting arrangements, delivery of services, and performance of any subgrantor or subcontractor. The Contractor warrants and agrees that any subgrant or subcontract, resulting from its performance under the terms and conditions of this contract, shall include a provision that the said subgrantor or subcontractor shall abide by the terms and conditions hereof. Also, the Contractor warrants and agrees that all subgrants or subcontracts shall include a provision that the subgrantor or subcontractor shall indemnify and hold harmless the State. The subgrantors or subcontractors must be certified to work on any equipment for which their services are obtained.

This provision shall not be construed to prohibit assignments of the right to payment to the extent permitted by section 4-9-318, CRS, provided that written notice of assignment adequate to identify the rights assigned is received by the controller for the agency, department, or institution executing this contract. Such assignment shall not be deemed valid until receipt by such controller – as distinguished from the State Controller – and the Contractor assumes the risk that such written notice of assignment is received by the controller for the agency, department, or institution involved.

The Contractor is required to formally notify the State prior to, or if circumstances do not allow prior notification then immediately following, any of the following:

- I. change in ownership;
- II. change of address;
- III. the filing of bankruptcy.

- g. Force Majeure. Neither the Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by “force majeure.” As used in this contract “force majeure” means acts of God; acts of the public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity; fires; floods, epidemics; quarantine restrictions, strikes or other labor disputes; freight embargoes; or unusually severe weather.
- h. Changes In Law. This contract is subject to such modifications as may be required by changes in applicable federal or State law, or their implementing rules, regulations, or procedures. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in the form of a written amendment to this Contract that has been previously executed and approved in accordance with applicable law.
- i. Media or Public Announcements. Unless otherwise provided for in this Contract, the Contractor shall not make any news release, publicity statement, or other public announcement, either in written or oral form that concerns the work provided under this Contract, without the prior written approval of the State. The Contractor shall submit a written request for approval to the State no less than ten (10) business days before the proposed date of publication. The State shall not unreasonably withhold approval of the Contractor’s written request to publish. Approval or denial of the Contractor’s request by the State, shall be delivered to the Contractor in writing within six (6) business days from the date of the State’s receipt of Contractor’s request for approval.

If required by the terms and conditions of a federal or state grant, the Contractor shall obtain the prior approval of the State and all necessary third parties prior to publishing any materials produced under this Contract. If required by the terms and conditions of a federal or state grant, the Contractor shall also credit the State and all necessary third parties with assisting in the publication of any materials produced under this Contract. It shall be the obligation of the Contractor to inquire of the State as to whether these requirements exist and obtain written notification from the State, as Contractor deems appropriate.

- 24. Intellectual Indemnity. Contractor shall defend, at its sole expense, any claim(s) or suit(s) brought against the State alleging that the use by the State of any product(s), or any part thereof, supplied by Contractor under this agreement constitutes infringement of any patent, copyright, trademark, or other proprietary rights, provided that the State gives Contractor written notice within twenty (20) days of receipt by the State of such notice of such claim or suit, provides assistance and cooperation to Contractor in connection with such action, and Contractor has sole authority to defend or settle the claim. Contractor shall consult the State regarding such defense and the State may, at its discretion and expense, participate in any defense. Should the State not choose to participate, Contractor shall keep the State advised of any settlement or defense.

Contractor shall have liability for all such claims or suits, except as expressly provided herein, and shall indemnify the State for all liability incurred by the State as a result of such infringement. Contractor shall pay all reasonable out-of-pocket costs and expenses, and damages finally awarded by a court of competent jurisdiction, awarded or agreed to by Contractor regarding such claims or suits.

If the product(s), or any part thereof, become the subject of any claim, suit or proceeding for infringement of any patent, trademark or copyright, or in the event of any adjudication that the product(s), or any part thereof, infringes any patent, trademark or copyright, or if the sub-license or use of the product(s), or any part thereof, is enjoined, Contractor, after consultation with the State, shall do one of the following at Contractor's expense:

- a. produce for the State the right under such patent, trademark or copyright to use or sub-license, as appropriate, the product or such part thereof; or
- b. replace the product(s), or part thereof, with other suitable products or parts conforming to the original license and State specifications; or
- c. suitably modify the products, or part thereof.

Except as otherwise expressly provided herein, Contractor shall not be liable for any costs or expenses incurred without its prior written authorization.

Contractor shall have no obligation to defend against or to pay any costs, damages or attorney's fees with respect to any claim based upon:

- a. the use of an altered release if Contractor had not consented to the alteration; or
- b. the combination, operation or use of the product(s) with programs or data which were not furnished by Contractor, if such infringement would have been avoided if the programs or data furnished by persons or entities other than Contractor had not been combined, operated or used with the product(s); or
- c. the use of product(s) on or in connection with equipment or software not permitted under this contract if such infringement would have been avoided by not using the product(s) on or in connection with such other equipment or software.

25. Conformance with Law. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include:

- a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
- b. the "Hatch Act" (5 U.S.C. 1501-1508) and Public Law 95-454, Section 4728
- c. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
- d. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- e. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
- f. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
- g. if the Contractor is acquiring an interest in real property and displacing households or businesses in the performance of this Contract, then the Contractor is in compliance with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act", as amended, (Public Law 91-646, as amended, and Public Law 100-17, 101 Stat. 246 - 256);
- h. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
- i. Section 2101 of the Federal Acquisition Streamlining Act of 1994, Public Law 103-355; and

- j. If the Contractor is a covered entity under the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1320d – 1320d-8, the Contractor shall comply with applicable HIPAA requirements. **If Contractor is a business associate under HIPAA, Contractor hereby agrees to, and has an affirmative duty to, execute the State’s current HIPAA Business Associate Agreement. In this case, Contractor must contact the State’s representative and request a copy of the Business Associate Agreement, complete the agreement, have it signed by an authorized representative of the Contractor, and deliver it to the State.**
- k. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
- l. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
- m. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.3(b), in accordance with Executive Order 11246, “Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- n. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
- o. if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- p. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- q. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.

26. Contractor Affirmation. If this Contract involves federal funds or compliance is otherwise federally mandated, then by signing and submitting this Contract the Contractor affirmatively avers that:
- a. the Contractor is in compliance with the requirements of the “Drug-Free Workplace Act” (Public Law 100-690 Title V, Subtitle D, 41 U.S.C. 701 et seq.);
  - b. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
  - c. the Contractor shall comply with all applicable regulations pursuant to Section 319 of Public Law 101-121, Guidance for New Restrictions on Lobbying, including, Certification and Disclosure, 29 C.F.R. 93.110(1990) and where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
27. Annual Audits. If the Contractor expends federal funds from all sources (direct or from pass-through entities) in an amount of \$750,000 or more during its fiscal year, then the Contractor shall have an audit of that fiscal year in accordance with Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). If the Contractor expends federal funds received from the State in an amount of \$750,000 or more during its fiscal year, then the Contractor shall furnish one (1) copy of the audit report(s) to the State’s Internal Audit Office within thirty (30) calendar days after the Contractor’s receipt of its auditor’s report or nine (9) months after the end of the Contractor’s audit period, whichever is earlier. If (an) instance(s) of noncompliance with federal laws and regulations occurs, then the Contractor shall take all appropriate corrective action(s) within six (6) months of the issuance of (a) report(s).

28. Holdover. In the event that the State desires to continue the services provided for in this Contract and a replacement contract has not been fully executed by the expiration date of the Contract, this Contract may be extended unilaterally by the State for a period of up to two (2) months upon written notice to the Contractor under the same terms and conditions of the original Contract including, but not limited to, prices, rates, and service delivery requirements. However, this extension terminates when the replacement contract becomes effective when signed by the State Controller or an authorized delegate.
29. Survival of Certain Contract Terms. Notwithstanding anything in this contract to the contrary, the parties understand and agree that all terms and conditions of this contract which may require continued performance, compliance, or effect beyond the termination date of the contract and shall survive such termination date and shall be enforceable by the State as provided herein in the event of failure to perform or comply by the Contractor.
30. Indemnification. Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.
31. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is \$100,000 or higher]*

By entering into this Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

32. Performance Outside the State of Colorado and/or the United States  
**[Not applicable if Contract Funds include any federal funds]**  
Following the Effective Date, Contractor shall provide written notice to the State, in accordance with the Notices and Representatives provision, within 20 days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to

perform such Services at such location or locations. All notices received by the State pursuant to this provision shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this provision shall constitute a material breach of this Contract.

## SPECIAL PROVISIONS

These Special Provisions apply to all contracts except where noted in *italics*.

1. **CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
10. **VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements]** Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset

intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. **PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.** *[Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
12. **PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.





# Recycling Rebate Application

## Recycling Resources Economic Opportunity Fund

August 1, 2016

### Overview

The Colorado Department of Public Health and Environment (department), working through its Pollution Prevention Advisory Board (board) and the Assistance Committee (committee) to the board, requests applications for a monetary rebate from the Recycling Resources Economic Opportunity (RREO) Fund. The intent of the RREO rebate program is to financially assist free public recycling drop-off sites that must ship their recyclables considerable distances to bring them to market or to be further processed. The total amount available for the rebate period, defined as July 1, 2015 through June 30, 2016, is \$381,150.

For this round, 100% of the rebate is dedicated to free public recycling drop-off sites. Fifty percent of the fund will be allocated based on tonnage recycled and miles traveled to bring recyclables to the nearest processing facility. The remaining 50 percent will be allocated based on the number of eligible recycling drop-off sites available to the public. The application template is located on the department's website at [www.colorado.gov/cdphe/recyclinggrantrebates](http://www.colorado.gov/cdphe/recyclinggrantrebates).

### Application Time Line

August 1, 2016	Application released
August 31, 2016, 3:00 PM MDT	Applications due
September 1 - 13, 2016	Applications reviewed by staff and committee
September 27, 2016	Board to give final approval of rebates
October 18, 2016	Rebate payments mailed to recipients

### Future Rebate Cycles

The committee and board have discretion on how the rebate fund will be allocated, and the rebate formula and/or eligibility requirements may change from one rebate cycle to the next. Applicants should not rely on the rebate program as guaranteed income in perpetuity. It is anticipated that the next rebate application will be released in August 2017, which will request data on tonnage collected for the period July 1, 2016 through June 30, 2017.

### Eligibility

According to the Colorado Revised Statutes, Section 25-16.5-105(1)(k), any local government, nonprofit, or for-profit entity within the State of Colorado that performs the services or recycles the materials listed below may apply for a rebate. Any entity that incurs transportation/hauling costs associated with providing one or more free public recycling drop-off sites is eligible to apply for a rebate. The following facilities are considered drop-off sites and would be eligible for a rebate provided that recyclables are accepted from the general public:

A drop-off site that is operated by any local government, nonprofit, or for-profit entity on public or private land within the state of Colorado

- 1) A Materials Recovery Facilities (MRF) or similar processing center that processes and sorts less than 8,000 tons of recyclables per year
- 2) An end-user of recyclable material within the State of Colorado that processes less than 8,000 tons per year
- 3) A facility that collects and processes post-consumer glass for recycling, but processes less than 8,000 tons per year

Additional eligibility requirements include:

- 1) Entities who incur transportation/hauling costs for pickup service are eligible to apply for the rebate. Entities who only incur other costs (container purchases, site maintenance, etc.) are not eligible for a rebate.
- 2) Drop-off sites must accept at least three different materials for recycling or accept single-stream recyclables. The following materials are eligible for a rebate: cardboard, chipboard, newspaper and inserts, office paper/mail, magazines, phone books, plastic bottles/tubs/jugs/jars #1 – #7, glass bottles and jars, aluminum and tin cans/containers.
- 3) Buy back centers, clothing drop-offs, and similar drop-off sites are not eligible to apply. The committee reserves the right to disqualify any application in which recyclables collected are not deemed appropriate for a rebate.
- 4) New drop-off sites that opened during the 12-month rebate period are only eligible if they opened to the general public on or before January 1, 2016. To be eligible, the new drop-off site must have been open to the general public for at least six months. Drop-off sites that ceased to operate during the 12-month rebate period are not eligible. Only drop-off sites that are currently open to the general public are eligible.
- 5) Drop-off sites must be located at a permanent address and must be available to the public a minimum of 12 hours per week.
- 6) Each drop-off site must provide containers that collectively equal a minimum of 12 cubic yards of recycling capacity. For instance, a drop-off site with three, 4-yard containers serviced once per week would be eligible, but a site with two, 3-yard containers that are serviced twice per week would not be eligible.
- 7) For any drop-off sites that are MRFs or are similar processing facilities, and less than 8,000 tons are processed annually, all recyclables that are collected curbside or from commercial accounts must be subtracted. Only those recyclables that are delivered by the public are eligible and should be reported in the rebate application if the MRF (or similar) is listed as a public drop-off site.

## Rebate Formulas

Two formulas will be used to calculate rebate awards for eligible recycling drop-off sites. Fifty percent of the fund will be allocated based on the tonnage recycled and the miles traveled to bring recyclables to the nearest processing facility. A threshold of 35 miles is the minimum number of miles that must be traveled before mileage is factored into the rebate formula. Only the number of miles traveled beyond 35 will be counted in the formula. This portion of the rebate will be calculated as follows:

$$\begin{array}{l} \text{Drop-Off Site Rebate} \\ \text{Per Ton-Mile Per Location} \end{array} = \frac{(\text{Total Material Tonnage}) \times (\text{Total Miles Material Shipped}) \times (\text{Total Dollars Available})}{(\text{Total Number of Ton-Miles of Approved Applicants})}$$

The remaining 50 percent will be allocated based on the number of eligible recycling drop-off sites. This portion of the rebate will be calculated as follows:

$$\begin{array}{l} \text{Drop-Off Site Rebate} \\ \text{Per Number of Drop-Off Sites} \end{array} = \frac{(\text{Total Dollars Available}) \times (\text{Total Number of Drop-Off Site(s) for Applicant})}{(\text{Total number of Drop-Off Site(s) by All Applicants})}$$

Any eligible entity that incurs transportation/hauling costs associated with providing one or more free public recycling drop off sites is eligible to apply for a rebate. To be considered for a rebate, list all eligible free public recycling drop-off sites that were available to the public between July 1, 2015 and June 30, 2016 in the attached

table. In the future, the formulas for awarding rebates may be re-structured or other materials may be added to or removed from the rebate program.

## Volume-To-Weight Conversion Calculations

The following conversion factors\* must be used if weight data is unavailable. Single-stream recyclables must be reported in tons. If accurate tonnages are not available, the volume-to-weight conversions provided below must be used to maintain consistency among all applicants.

The formula for converting cubic yards to tons is (number of cubic yards) x (weight in pounds) ÷ (2000 pounds) = tons.

Category	Recyclable Material	Volume	Estimated Weight (lbs)
Glass Bottles			
	Whole	1 yd <sup>3</sup>	620
	Semi-crushed	1 yd <sup>3</sup>	1175
	Crushed (mechanically)	1 yd <sup>3</sup>	1840
Aluminum Cans:			
	Whole	1 yd <sup>3</sup>	60
	Flattened	1 yd <sup>3</sup>	225
Ferrous (Tin Cans):			
	Whole	1 yd <sup>3</sup>	150
	Flattened	1 yd <sup>3</sup>	850
Old Corrugated Cardboard			
	Loose	1 yd <sup>3</sup>	200
	Compacted	1 yd <sup>3</sup>	460
Newspaper			
	Loose	1 yd <sup>3</sup>	445
	Compacted	1 yd <sup>3</sup>	800
Commingled Containers			
(cans, glass, plastics)	Loose	1 yd <sup>3</sup>	180
Office Paper			
	Loose	1 yd <sup>3</sup>	655
	Compacted	1 yd <sup>3</sup>	1310
Mixed Paper			
	Loose	1 yd <sup>3</sup>	490
	Compacted	1 yd <sup>3</sup>	755
Plastics, PET			
	Loose	1 yd <sup>3</sup>	35
	Compacted	1 yd <sup>3</sup>	515
Plastics, HDPE			
	Loose	1 yd <sup>3</sup>	25
	Compacted	1 yd <sup>3</sup>	270
Plastics, Mixed #1-7			
	Loose	1 yd <sup>3</sup>	38
	Compacted	1 yd <sup>3</sup>	550
Single-stream (mixed			

recyclables)			
	Loose	1 yd <sup>3</sup>	177

## Proprietary Information Policy

If proprietary information is provided by an applicant that constitutes a trade secret, confidential personnel information, or proprietary commercial or financial information, it will be treated in confidence by the department, the committee, and the board. This information must be clearly marked with the term “Proprietary Information” on each appropriate page.

## Rebate Payments

The department will make rebate payments from the RREO Fund to successful applicants on October 18, 2016. Only rebates totaling \$100 or more will be awarded. Rebate payments are capped at 10% of the total rebate fund available, or \$38,115. No entity will receive more than 10% of the total rebate fund available.

## Submitting a Rebate Application

The department will accept applications beginning August 1, 2016. All applicants must complete the provided cover sheet and application form in its entirety. An organization applying for this rebate for the first time must include a W9 form with their submitted application. If an organization has previously applied for and received a rebate from this program, a W9 form is not required unless the address you wish the rebate check to be mailed has changed. Be sure the mailing address on the rebate application matches the address provided on the W9 since rebate checks will be mailed to the address on the W9. A template of the required W9 form can be found on the department’s website: [www.colorado.gov/cdphe/recyclinggrantrebates](http://www.colorado.gov/cdphe/recyclinggrantrebates)

Electronic applications submitted in PDF format are **strongly preferred**. Please e-mail your application to Eric Heyboer, Program Administrator, at [cdphe.ppp2@state.co.us](mailto:cdphe.ppp2@state.co.us) (Subject Line: Recycling Rebate Application). Applications received by mail will also be accepted at the following:

RREO Rebate Program  
 Attn: Eric Heyboer, DEHS-A2  
 Colorado Department of Public Health and Environment  
 4300 Cherry Creek Drive South  
 Denver, CO 80246-1530

The deadline to submit complete applications by e-mail is 3:00 PM MDT on August 31, 2016. Applications that are mailed must be received by 3:00 PM MDT on August 31, 2016. Applications postmarked on August 31 but delivered on a later date will not be reviewed. Incomplete applications and applications received after this deadline will not be reviewed. All applicants will receive e-mail notification of receipt of their application within one (1) business day. If you do not receive an e-mail notification after one (1) business day, contact Eric Heyboer immediately at 303-691-4955 to confirm that your application was submitted successfully. Do not send both an electronic application and an application by courier or certified mail. Please direct all questions or concerns to Eric Heyboer via email at [cdphe.ppp2@state.co.us](mailto:cdphe.ppp2@state.co.us) (Subject Line: Recycling Rebate Questions) or call 303-691-4955.

\*Sources:

1. Massachusetts Office of Energy and Environmental Affairs, *Volume to Weight Conversions for Recyclable Materials*, <http://www.mass.gov/dep/recycle/approvals/dsconv.pdf>
2. United States Environmental Protection Agency, *Standard Volume to Weight Conversion Factors*, [http://www.epa.gov/osw/conservation/tools/recmeas/docs/guide\\_b.pdf](http://www.epa.gov/osw/conservation/tools/recmeas/docs/guide_b.pdf)
3. Minnesota Pollution Control Agency, *SCORE Program Reporting Form*, p.17 <http://www.pca.state.mn.us/index.php/data/score/score-program-survey.html>



**COLORADO**  
Department of Public  
Health & Environment

# Recycling Rebate Application

## Recycling Resources Economic Opportunity Fund

### Cover Sheet

*Rebate Period: July 1, 2015 to June 30, 2016*

Company/Entity Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_ Web URL: \_\_\_\_\_

I certify that:

I have personally examined and am familiar with the information contained in this submittal;

The information contained in this submittal is, to the best of my knowledge, true, accurate and complete in all respects;

I am fully authorized to make this certification on behalf of this applicant; and

I am aware that there are significant penalties including, but not limited to, possible fines and imprisonment for willfully submitting false, inaccurate or incomplete information.

Print name of Authorized Official: \_\_\_\_\_

Signature of Authorized Official:

*Please print this page and sign in the box at right. Electronic signatures are also acceptable. Typed names are not allowed.*

Date: \_\_\_\_\_ Title: \_\_\_\_\_

Please e-mail your application to Eric Heyboer, Program Administrator, at [cdphe.ppp2@state.co.us](mailto:cdphe.ppp2@state.co.us) (Subject Line: Recycling Rebate Application).

Applications received by mail will also be accepted at the following address:

RREO Rebate Program  
Attn: Eric Heyboer, DEHS-A2  
Colorado Department of Public Health and Environment  
4300 Cherry Creek Drive South  
Denver, CO 80246-1530

## Eligible Free Public Recycling Drop-Off Sites

July 1, 2015 to June 30, 2016

Rebates are available to entities in Colorado that incur transportation/hauling costs<sup>1</sup> associated with providing one or more free public/community recycling drop-off sites. To be considered for a rebate, complete the table below in its entirety for the period beginning July 1, 2015 through June 30, 2016.<sup>2</sup> If more space is required, you may attach a separate spreadsheet but you **must** use the same column headings as shown in the template below. All applications must first be received to determine each entity's rebate.

Street address of each drop-off site <sup>3</sup>	Information on free recycling drop-off sites eligible for rebate available from July 1, 2015 through June 30, 2016						
	Total recycling capacity of each drop-off site (cubic yards) <sup>4</sup>	Frequency of container pick-up (number of pick-ups per week or per month)	Hauler(s) servicing drop off site(s)	Type of material collected at each site (newspaper, plastic containers, cardboard, single-stream, etc.)	Distance each material is hauled to processing center/end-user (miles) <sup>5</sup>	Tons of each material collected <sup>6</sup>	Name and address of processing center/end user
				a. b. c.	a. b. c.	a. b. c.	a. b. c.
				a. b. c.	a. b. c.	a. b. c.	a. b. c.
				a. b. c.	a. b. c.	a. b. c.	a. b. c.

<sup>1</sup> Costs include transportation/hauling for pickup service. Entities that only incur other costs (container purchases, site maintenance, etc) are not eligible for a rebate.

<sup>2</sup> New drop-off sites that opened during the 12-month rebate period are only eligible if they opened to the general public on or before January 1, 2016.

<sup>3</sup> For any drop-off sites that are Material Recovery Facilities (MRFs) or similar processing facilities, and less than 8,000 tons are processed annually, all recyclables that are collected curbside or from commercial accounts must be subtracted. Only those recyclables that are delivered by the public are eligible and should be reported in the rebate application if the MRF (or similar) is listed as a public drop-off site.

<sup>4</sup> Each drop-off site must collect at least three recyclable materials, provide a minimum of 12 cubic yards of recycling capacity, have a permanent address, and be available to the public a minimum of 12 hours per week.

<sup>5</sup> Distance shipped should equal the actual one way distance from the collection point to a processing center or end-user. If each material is hauled to a different processing center, please list the mileage shipped for each recyclable item.

<sup>6</sup> Provide the total weight recycled **of each material** during the **entire** rebate period, **not** weights per pick-up or per month. If tons collected have increased or decreased by more than 20% since the last rebate cycle, provide an explanation in the Comments box. Figures **must** be reported in tons. If weight data are not available, applicants must use the volume-to-weight conversion formulas provided in the informational packet. An application may be rejected if figures are not reported in tons.

**REQUIRED: Justification for Transporting Material to Listed Processors/End-Users**

In the space below, explain where the recyclables collected at each drop-off center are shipped to and justify the distance traveled. The intent of this narrative section is to provide a more complete picture for the committee to determine whether recyclables are being transported greater distances than is necessary, which may make the applicant ineligible for a rebate.

**Comments/Explanations:**

Please use this space to explain how prior rebate funds, if received in the last rebate cycle, were used to expand or support waste diversion in your community.

CDPHE reserves the right to audit and/or ask for more detailed information concerning any information submitted in this application.