



**PLAYGROUND SCRAP TIRE SURFACE MATERIAL GRANT APPLICATION FORM**

Create separate attachments if adequate space is not allowed electronically.

LEGAL NAME OF ORGANIZATION		TELEPHONE NUMBER WITH AREA CODE		FAX NUMBER WITH AREA CODE	
ADDRESS		CITY	STATE	ZIP CODE	FEDERAL TAX ID NUMBER

**1. APPLICANT PROFILE**

Type of Applicant (Check one)  
 Park or Park District       Non-Profit Entity (attach legal status documentation)       Private School  
 Public Entity or Institution       Government Organization       Other (Explain)

NAME OF AUTHORIZED OFFICIAL		OFFICIAL TITLE		TELEPHONE NUMBER WITH AREA CODE		FAX NUMBER WITH AREA CODE	
ADDRESS		CITY	STATE	ZIP CODE	EMAIL		

PROJECT MANAGER		TITLE		TELEPHONE NUMBER WITH AREA CODE		FAX NUMBER WITH AREA CODE	
ADDRESS		CITY	STATE	ZIP CODE	EMAIL		

**2. LOCATION PROFILE**

Indicate the physical address/location of the project site (if this is different from the official mailing address):

Property status (i.e., owned, leased, being purchased; attach proof of ownership [copy of deed with signature sheet and legal description] or written permission from property owner and their ownership proof [copy of deed with signature sheet and legal description]):

SOLID WASTE MANAGEMENT DISTRICT	COUNTY
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All applicants are to answer the following questions or provide an explanation as to why the items are not applicable to the proposed project. Provide as much information as you can to ensure the reviewers have a full understanding of the project.

**3. PROJECT DESCRIPTION**

Describe the proposed project and its objectives; include material to be used, description and dimensions of project area.

Explain why there is a need for the project and its current status.

Describe the number of people served by the project and the approximate geographic area of Missouri that will benefit from the project.

**4. MATERIAL SUMMARY, 4a. MATERIAL TYPE, 4b. MATERIAL SUPPORT, 4c. MATERIAL COMMITMENT**

Indicate the percentage of Missouri scrap tires used in a scrap tire material vendor's product and attach written documentation from them certifying the percentage.

Indicate the type of material to be used in your project (tiles/mats/pour-in-place or molded product[s]).

Describe the base material for tiles/mats, pour-in-place material and/or molded products to be used in your project.

Indicate number of quotes, certification statements, contracts, purchase orders, etc. received from department-approved scrap tire material vendors.

**5. MEDIA EXPOSURE**

Provide a plan regarding media exposure for this project.

Indicate the types of mediums you intend to use for media/public exposure of project.

**6. RECYCLING EDUCATION**

Provide a plan to seek media exposure for this project (guidelines provided in the application instructions).

**7. COOPERATIVE EFFORTS WITH YOUR SOLID WASTE MANAGEMENT DISTRICT (SWMD)**

Provide information regarding any other funding received from your SWMD for this project.

Indicate if your SWMD has committed to involvement with the project through presentation/event attendance (provide SWMD commitment documentation).

Indicate if your SWMD has only provided an endorsement letter in support of your project.

Indicate if your SWMD has no intention of being involved with or provide endorsement of your project.

**8. SCOPE OF WORK/TIMELINE**

Identify project tasks by number and describe each task and length of time to accomplish the task. Project tasks are the actions taken to achieve specified project objectives. Identify which personnel are responsible for each task. Then, indicate tasks on timeline graph below:

**8a. TIMELINE GRAPH (You may use the example provided below or create your own timeline, provided it supplies the required information.)**

The Scope of Work tasks must be the items on the vertical axis of the timeline graph.  
 The project period will be stated on the Financial Assistance Agreement of the grant. Due to the variable nature of the financial assistance negotiation process, it is not possible to predict the project start date. For this reason, the months on the timeline are referred to as numbers 1-13, not as January, February, etc. Add additional task spaces, if needed.

**PROJECT TIMELINE GRAPH (You may use this example or create your own timeline, provided it follows the same format.)**

TASK													
TASK													
TASK													
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TASK													
TASK													
TASK													
TASK													
TASK													
QUARTER REPORTS													
PROJECT MONTH	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>

**9. BUDGET**

Complete the budget summary below showing the total cost of the proposed **playground** scrap tire surface material/molded product project. **Grant funds are eligible for scrap tire material, installation (by vendor) and delivery costs only.** Consulting/engineering fees, site preparation/labor, material containment/support, etc. are costs **not eligible** for grant fund reimbursement and should not be included in the budget summary.

Grant recipients requesting mats/tiles, pour-in-place material or molded product(s) will be eligible for a grant award up to \$30,000.

**Note: The budget summary will be used as the basis for the grant agreement and reflects the maximum amount for which the recipient may be eligible for reimbursement. If an applicant receives a grant award based upon additional scoring of points due to the recipient's intent to purchase additional scrap tire surface material, the recipient will only be eligible to receive reimbursement based on the percentage of the actual project cost.**

**Budget Summary**

**(SCRAP TIRE SURFACE MATERIAL ONLY, DO NOT INCLUDE ANY OTHER PROJECT COSTS)**

(i.e., ground prep, concrete/asphalt, non-scrap tire material installation labor, etc.)

	Requested Scrap Tire Surface Material Grant Funds	10. Additional Scrap Tire Surface Material Funds	Total Scrap Tire Material Project Cost (for scrap tire surface material only)
Scrap Tire Material	\$	\$	\$
Delivery	\$	\$	\$
Total	\$	\$	\$

**9a. SUPPORTING DOCUMENTS**

**Preliminary Project Design**

Provide a diagram of the area where the scrap tire surface material/molded product will be used. Include dimensions of the area and type of material to be used. Mats/tiles, pour-in-place surface material and/or molded product(s) **must be** placed on asphalt, concrete or other suitable support material. Provide detailed information on the support (mats/tiles, pour-in-place, molded material[s]) material to be used. All scrap tire surface material projects must conform to the manufacturer's specifications.

**APPLICATION CHECKLIST**

Before submitting your application, please complete this checklist. Only if the applicant can answer "Yes" to all questions on this form should the application be submitted. **Evidence substantiating each "Yes" answer in the checklist must be included in the application and be referenced on the checklist.**

<b>Criteria</b>	<b>Yes</b>	<b>Where Documented (Page Numbers)</b>	<b>Department's Compliance Test (Department use only)</b>
1. Is the certification statement below signed and dated by the authorized official or their designated signature authority representative?			
2. An original copy of the signed application attached in Sales force or mailed?			
3. Is the project located in Missouri?			
4. Is the applicant profile complete?			
5. Is the location profile complete?			
6. Is the project description complete?			
7. Is the material summary complete?			
8. Is the media exposure complete?			
9. Is the recycling education complete?			
10. Is the Solid Waste Management District cooperative effort complete?			
11. Is the scope of work complete?			
12. Is the time line graph complete and in the proper format?			
13. Is the budget complete and shows costs for scrap tire surface material, only?			
14. Is support documentation for the budget and design provided, as required?			
15. Is the amount of assistance requested \$30,000 or less?			

I hereby certify that the information in this application is true and correct. I further certify that the organization that I represent has sufficient resources to conduct this project while awaiting reimbursement from the department.

Further, I certify compliance that the instructions have been reviewed and the applicant agrees to the terms and conditions in Attachment #1.

SIGNATURE OF AUTHORIZED OFFICIAL

DATE

SIGNATURE OF PROJECT MANAGER

DATE

# Playground Scrap Tire Surface Material Grant Application Instructions for Form 780-2143

- Information on who may apply for playground scrap tire surface material grants
- A description of playground scrap tire surface material grants
- The amount of available funding
- Detailed requirements and procedures for applying for a grant
- Application instructions
- Evaluation criteria
- A list of approved scrap tire material vendors
- [A Solid Waste Management District map and list of Solid Waste Management District contacts](#)

Please reference the general terms and conditions located in [Attachment 1](#).

## Types of projects eligible for funding upon award under this announcement

Playground projects only.

## Who may apply for a playground scrap tire surface material grant?

Public school districts, private schools, park districts, nonprofit day care centers, other nonprofit entities and governmental organizations other than state agencies are eligible to submit applications. Privately owned, residential backyard areas, and private in-home day care centers **are ineligible**.

Assistance is available only for those projects located **within the state of Missouri**. Applications may come from an individual school within a public school district or individual park within a park district or city/county boundary; however, the Missouri Department of Natural Resources reserves the right to limit the number of grants a school, park district, city/county can receive.

Prior recipients of scrap tire surface material grants **are ineligible** during this grant cycle **unless** an expansion to the prior surfaced area is planned or a different location or area will be surfaced. Prior surfaced areas **cannot** be repaired or upgraded with grant funds.

## Evaluation

Evaluation criteria are used to score all applications. Once all grant applications are evaluated and scored should multiple applications receive the same score the department shall break such tie by assigning each application a number and selecting numbers in a random draw until grant funds are exhausted.

**Note:** The department reserves the right to deny funding to anyone convicted of defrauding the department; has failed to honor a previous contractual agreement or covenant with the department; has substantially failed to meet the minimum performance criteria of a previous project funded by the department due to mismanagement, deception or negligence; or has documented less than satisfactory performance in the administration of a previous department grant.

## Information about eligible playground scrap tire surfacing materials

The department is accepting applications that promote the use of recycled scrap tires for playground surface materials. All grant recipients will be required to purchase scrap tire material from manufacturers that use at least 40 percent Missouri generated scrap tires in their surface material. A list of known vendors is provided with these instructions. Mats/tiles, pour-in-place material and molded product(s) must be placed on asphalt, concrete or other suitable surfaces. All surface material projects must conform to the manufacturer's specifications and be approved by the department.

## Amount of playground scrap tire surface material funding available

Approximately \$550,000 is available during the FY19 grant cycle for playground scrap tire surface material grants. Grant recipients requesting mats/tiles or pour-in-place surface material will be eligible to receive up to \$30,000.

## Financial assistance agreement and reimbursement of allowable expenditures

Playground scrap tire surface material grants are paid on a reimbursement basis. Purchases and expenditures of grant funds cannot occur until a Financial Assistance Agreement (FAA) between the grant recipient and the Department has been signed. The grant recipient is responsible for making all payments for the

project. Reimbursement may then be requested solely for the purchase, vendor installation and delivery of the playground scrap tire surface material. Grant recipients will be reimbursed only after the playground scrap tire surface material is installed and verified by a department inspector and all required documentation is submitted and approved by the department project manager. The term of all playground scrap tire surface material grants is one year as indicated in the FAA.

### **Submission of application**

It is highly encouraged that applications are submitted through the DNR Funding Opportunities on-line portal at <https://modnr.force.com/>. To receive access to the portal, complete and submit the Access Request form located at [dnr.mo.gov/fundingoppportal.htm](http://dnr.mo.gov/fundingoppportal.htm). Please allow for 24 – 48 hours for your request to be processed.

Applications may also be submitted via USPS or other freight carrier or may be hand-delivered.

Mail application to:

Missouri Department of Natural Resources  
Waste Management Program  
P.O. Box 176  
Jefferson City, MO 65102-0176

Deliver application to:

Missouri Department of Natural Resources  
Waste Management Program  
1730 E Elm Street  
Jefferson City, MO 65101

Applicants must ensure the application form is signed and dated by a duly authorized individual and all supporting documentation is included.

Application deadline is as follows:

- Online Portal – Application must be fully submitted with all attachments by 5 p.m. on April 30, 2019.
- USPS or other freight carrier – Application must be postmarked by April 30, 2019.
- Hand-delivered – Must arrive at the department by 5 p.m. on April 30, 2019.

Applications will not be accepted via fax or email. Applications and supporting documents received after the deadline indicated above are ineligible for evaluation and funding.

### **Playground scrap tire surface material vendors**

The following is a list of vendors known to the department whose scrap tire material uses at least 40 percent Missouri tires in their product. The department in no way endorses the services of these businesses, but provides this list for your information. The businesses are listed in no specific order. The department assumes no liability or responsibility for the quality of scrap tire material. Applicants should require from the manufacturer that the scrap tire material be relatively free of foreign material such as protruding metal, loose wire, rocks, wood, etc. The department suggests applicants request samples of the scrap tire material and consult with vendors regarding proper depth, containment, support and site preparation. Because manufacturers use different processes and feed stocks, the scrap tire material from each vendor may vary.

**Note: If a quote is received from a vendor not on this list, it is possible scoring points will be deducted as vendors not provided on this list have not been verified by the department as using at least 40 percent Missouri tires in their product.**

### **Missouri Vendors**

**All Inclusive Rec LLC**  
P.O. Box 72  
Farmington, MO 63640  
573-701-9787

573-701-9312 fax  
[air@allinclusiverec.com](mailto:air@allinclusiverec.com)

**Rooster Rubber**

1720 Wabash Ave.  
Kansas City, MO 64127-2505  
816-241-6400  
816-241-6404 fax  
[www.roosterrubber.com](http://www.roosterrubber.com)

**Entire Recycling Inc.**

13974 US Highway 136  
Rock Port, MO 64482  
660-744-2252  
877-209-7345

**Constructive Playthings**

13201 Arrington Road  
Grandview, MO 64030  
800-448-2972  
816-761-8225 fax

**S. Bollinger & Associates LLC**

P.O. Box 856  
Hillsboro, MO 63050  
636-797-5820  
[Sbollingerandassociates.com](http://Sbollingerandassociates.com)

**National Playground**

16510 Lancaster Estates  
Grover, MO 63040  
314-225-7988  
[ernie@playgroundcompliance.com](mailto:ernie@playgroundcompliance.com)

**International Mulch Co.**

1 Mulch Lane  
Bridgeton, MO 63044  
866-936-8524

**Granuband Macon LLC**

612 Brees Industrial Drive  
Macon, MO 63552  
800-800-5350

**Fry & Associates Inc.**

101 E. 15th Ave.  
North Kansas City, MO 64116  
800-444-9787  
816-221-4825  
816-581-2947 fax  
fryandassociates.com

**Kansas Vendors**

**Champlin Tire Recycling Inc.**

P.O. Box 445  
Concordia, KS 66901  
800-295-3345



**Ecoturf Surfacing**

7356 Holiday Drive  
 Kansas City, KS 66106  
 913-713-1573  
 913-548-0668 fax  
[www.ecoturfsurfacing.com](http://www.ecoturfsurfacing.com)

**Other****SofSurfaces Inc.**

4393 Discovery Line, P.O. Box 239  
 Petrolia, Ontario, Canada  
 800-263-2363  
 519-882-2697 fax

**Liberty Tire**

3410 Midcourt Road, Suite 108  
 Carrollton, TX 75006  
 972-963-5528 x 113  
 972-232-4888 fax

**Note:** All estimates, bids and invoices must include a statement by the vendor regarding the percentage of Missouri tires used in their product(s).

**Evaluation Criteria****1. Applicant Profile and Checklist.**

<b>Eligible Or Ineligible</b>	The required original signed and dated application including required supporting documentation with the exception of the non-profit documentation and a completed and signed checklist were submitted. As well as proof of ownership or the owner's signed, written permission and ownership proof are included in the application.
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**2. Location Profile.**

10 Points	The exact physical location of the project within the property description provided.
5 Points	The exact physical location of the project within the property description provided is not provided or cannot be determined from the application.

**3. Project Description.**

15 Points	This portion of the application is complete. The proposed project is described adequately to enter into a financial assistance agreement. The application includes the type of material to be used, the dimensions and complete description of the area(s) to be surfaced. This portion describes the need for the project, its current status and the approximate geographic area that will be served by the project.
10 Points	This portion of the application is substantially complete, but a minimal amount of additional information is needed.
5 Points	This portion of the application is somewhat complete, but a significant amount of additional information is needed.
0 Points	This portion of the application is substantially incomplete.

**4. Material Summary.** The project must use at least 40 percent Missouri generated scrap tires to be eligible and be documented by dated copies (must be current), on company letterhead, on surface material vendor letters, quotes, contracts, purchase orders, etc.. Bids must specify the minimum percentage of Missouri generated scrap tires used in their product(s).

15 Points	Project uses 100 percent scrap tires generated in Missouri (vendor source documentation provided).
5 Points	Project uses more than 40 percent scrap tires generated in Missouri but less than 100 percent (vendor source documentation provided).
<b>Ineligible</b>	Project does not use scrap tires generated in Missouri or vendor does not provide certification or documentation of the percentage of Missouri generated scrap tires used in their product.

**4a. Material Type.**

15 Points	Project uses mats/tiles, pour-in-place surface material and molded product(s).
10 Points	Project uses a combination of mats/tiles, pour-in-place and/or molded product(s).
0 Points	There are concerns about the appropriateness of the surface material used or the applicant does not describe the type of surface material to be used.

**4b. Material Support.**

15 Points	Project uses mats/tiles, pour-in-place surface material and/or molded product(s) on concrete, asphalt or other suitable support material.
5 Points	There are concerns about the adequacy of the described containment or surfacing.
0 Points	The applicant does not describe the support surface on which the mats/tiles or pour-in-place surface material will be placed.

**4c. Material Commitment (documented by copies of surface material vendor letters, quotes, contracts, purchase orders, etc.). Bids must specify the minimum percentage of Missouri generated scrap tires used in their product(s).**

15 Points	Application includes at least three quotes from scrap tire material vendors.
10 Points	Application includes one or two quotes from scrap tire material vendors.
5 Points	Application only lists those scrap tire material vendors that will be targeted for the project, but does not provide any quotes from the scrap tire material vendors for the project.
0 Points	Application contains no information about scrap tire material vendors to be used on the project.

**5. Media Exposure.**

10 Points	Application includes at least four types of media/public exposure events/documents (i.e., email, brochures, newspapers, website, radio).
5 Points	Application includes one to three types media/public exposure events/documents (i.e., email, brochures, newspapers, website, radio).
0 Points	Application includes no media/public exposure events/documents (i.e., email, brochures, newspapers, website, radio).

**6. Recycling Education.**

10 Points	This portion of the application is complete (includes solid waste management education that will be incorporated into the school's curriculum or into informational material to be provided to the public by the grant applicant).
0 Points	Significant areas of this portion of the application are incomplete.

**7. Cooperative Efforts with Solid Waste Management District.**

15 Points	The Solid Waste Management District has committed to involvement with the project through presentations/event attendance (district documentation provided).
10 Points	The Solid Waste Management District endorses the project (district documentation provided).
0 Points	No involvement or endorsement from the Solid Waste Management District.

**8. Scope of Work/8a. Timeline.**

15 Points	Project tasks, actions needed to complete the tasks and key personnel responsible for tasks are provided. The scope of work and timeline coincide. The project is likely to be implemented in a timely manner.
5 Points	There are concerns about the project being implemented in a timely manner (portions of scope and timeline coincide).
0 Points	The project is unlikely to be implemented in a timely manner (scope and timeline do not coincide or tasks do not adequately describe completion of the project).

**9. Budget/9a. Support Documentation.**

15 Points	The budget is complete and supported by three or more scrap tire material vendor quotes.
10 Points	This portion of the application is substantially complete, but additional information is needed or less than three scrap tire material vendor quotes were provided.
0 Points	The budget is not mathematically accurate and/or is missing information.

**10a. School district percentage of student population below the poverty level (based on DESE data).**

30 Points	School district's student population poverty percentage is greater than 75 percent.
15 Points	School district's student population poverty percentage is greater than 50 percent and up to 75 percent.
10 Points	School district's student population poverty percentage is greater than 10 percent and up to 50 percent.
5 Points	School district's student population poverty percentage is less than 10 percent.

**OR**

**10b. Entity's (other than schools) percentage of poverty level (based on Missouri Census Data Center data by county).**

30 Points	Zip code's poverty percentage is 40 percent or higher.
15 Points	Zip code's poverty percentage is 25 percent up to 40 percent.
10 Points	Zip code's poverty percentage is 10 percent up to 25 percent.
5 Points	Zip code's poverty percentage is one percent up to 10 percent.
0 Points	Zip code's poverty percentage is less than one percent.

**11. Tie Breaker. Once all grant applications are evaluated and scored, should multiple applications receive the same score the department shall break such tie by assigning each application a number and selecting numbers in a random draw until grant funds are exhausted.**

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**Nothing in this document may be used to implement any enforcement action or levy any penalty unless promulgated by rule under chapter 536 or authorized by statute.**

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**For more information**

Missouri Department of Natural Resources  
Waste Management Program  
P.O. Box 176  
Jefferson City, MO 65102-0176  
800-361-4827 or 573-751-5401  
[dnr.mo.gov/env/swmp](http://dnr.mo.gov/env/swmp)

**Attachment #1**  
**Missouri Department of Natural Resources Waste Management Program**  
**General Terms and Conditions**  
**Scrap Tire Surface Material Grant**

**I. Administrative Requirements**

These general terms and conditions highlight requirements which are especially pertinent to scrap tire surfacing material grant awards made by the Missouri Department of Natural Resources (department), Waste Management Program (WMP). These general terms and conditions do not set out all of the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all requirements applicable to this award. A certain number of these requirements are emphasized here because they are frequently invoked and their violation is of serious concern. Definitions of terminology used within these general terms and conditions are set forth in Section III of this document.

These general terms and conditions apply to scrap tire surfacing material grant applications approved, signed, and dated by the grantee organization's authorized official for use of Solid Waste Management Fund, Scrap Tire Subaccount Funds (Subaccount 0569).

**A. Use and Award of Solid Waste Management Fund, Scrap Tire Subaccount Funds**

1. All grant funds shall be used for rubber mats, pour-in-place rubber material, or rubber mulch (non-playground) as approved by the WMP.
2. The grantee agrees to hold the department harmless as a result of any injury that may occur from or related to the use of the scrap tire surfacing material.
3. Any funds awarded and disbursed to a grantee, which are not expended for the purpose for which the funds were awarded, will be repaid by the grantee to the WMP for deposit into the Scrap Tire Subaccount.
4. Scrap Tire Surfacing Material Grant funds may be withheld or may be required to be repaid if the grantee has an unresolved audit or review with significant findings or questioned costs.
5. In consideration for the ability to use Scrap Tire Subaccount monies, the grantee agrees to comply with all applicable terms and conditions of the Financial Assistance Agreement (Agreement) and any documents incorporated therein, including these general terms and conditions.
6. The Agreement is not and shall not be transferrable to any person or entity.

**B. Project and Budget Periods**

The grant and budget period shall cover up to a one year time period, unless otherwise approved by the WMP.

**C. Method of Payment**

1. Grant funds shall not be remittable until a fully executed original Financial Assistance Agreement has been returned by the grantee to WMP.
2. The grantee organization shall have 21 days from the date of the Award Announcement is received to sign, date, and return one original Financial Assistance Agreement to the department.
3. If the signed and dated Financial Assistance Agreement is not received by the department within the 21 day period, the Agreement shall be null and void at the option of the department's WMP.
4. The grantee must be in compliance with all reporting requirements to receive disbursements of Scrap Tire Subaccount funds.

5. Payments from WMP to the grantee.

- a. Grant funds awarded to the grantee are remittable to the grantee by the WMP for all allowable and eligible approved expenditures for purchase of scrap tire surfacing materials as identified in the approved application, required attachments, and supporting documentation, if applicable.
- b. In order to receive reimbursement of allowable and eligible approved expenditures, the grantee shall submit an original invoice for payment to the WMP as agreed upon per the fully executed Agreement. No remittances shall be made for expenditures incurred before the WMP approved start date or after the close date of the project period.
- c. Invoices submitted by a grantee to the WMP must:
  - i. Provide the grantee name, address, project number, project period, and the amount of Scrap Tire Subaccount funds requested for reimbursement and if applicable;
  - ii. Include as attachments, copies of paid receipt(s) from the vendor(s) proving total cost of the project and copies of the front and back of cancelled check(s) used to pay for the scrap tire materials for which the grantee is requesting reimbursement;
  - iii. All reimbursement requests must have the following signed certification by the grantee's authorized official: I certify to the best of my knowledge and belief the above data is correct, and all outlays were made in accordance with the Agreement, and that payment is due and has not been previously requested; and
  - iv. Advance payments may only be made upon a showing of good cause or special circumstances, as determined by the WMP. Advance payments will only be made on a monthly basis to cover estimated expenditures for a 30 day period or as otherwise agreed.
- d. The final reimbursement invoice from the grantee to the department must include proof-of-payment suitable to the department and must be received within 90 days of the close of the Agreement. Any funds remaining after this 90 day allowance period shall be disencumbered and shall no longer be available for reimbursement to the grantee.

D. Withholding of Grant Funds

1. The WMP may withhold or reduce grant awards until the grantee is in compliance with the following:
  - a. Solid Waste Management Law and Regulations;
  - b. All general and special terms and conditions of the grantee's Agreement with the department;
  - c. Significant audit findings including questioned costs and resolution plans; and
  - d. All reporting requirements detailed in 10 CSR 9.030, Scrap Tire Grants.
2. The WMP may immediately withhold funds for significant audit findings. For other issues, the WMP shall provide written notice of noncompliance prior to the withholding of funds, and such notice shall allow a minimum of 30 days for the grantee to submit the documentation or conduct other tasks as indicated in the WMP's notice.
3. For receipt of reports, the WMP shall use the postmark date as the date of performance. If no postmark date is available, the WMP shall use the date the WMP receives the report.
4. For questioned costs that the SWMP determines to be inappropriate or unnecessary, the grantee shall repay the SWMP within 60 days of the WMP's written request.

5. For funds withheld or repaid by a grantee, the SWMP may make these funds available to other eligible grantees.

#### E. Retention and Custodial Requirements For Records

1. The grantee shall retain financial records, supporting documents, and other records pertinent to the grant for a period of five years starting from the date of submission of the final financial status report.
2. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the grantee shall retain records until completion of the action and resolution of all issues which arise from it, or until the end of the regular five year period, whichever is later.
3. The rights to access such records must not be limited to the required retention period but shall last as long as the records are retained.
4. Any representative of the department shall have the right to visit the project site(s) at any time during the Agreement period.
5. The WMP and the Missouri State Auditor's Office or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
6. The grantee's records shall be maintained as public records pursuant to Chapter 610, RSMo.

#### G. Financial Management and Reporting

1. Financial Reporting. Accurate, current, and complete disclosure of financial results of financially assisted activities must be kept.
2. Accounting Records. Maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant awards and authorizations, restrictions on use of funds, permit preparation of reports required by the WMP, permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes and regulations.
3. Internal Control. The internal control structure provides reasonable assurance that assets are safeguarded and must assure that assets are used solely for authorized purposes.
4. Allowable Costs. State agency program rules and regulations, and the grant scope of work will be followed in determining the reasonableness and allowability of costs. The grantee is responsible for ensuring proper use of funds from the Scrap Tire Subaccount. The Grantee shall repay the amount of any improperly expended funds to the WMP.
5. Eligible and Ineligible Costs. Eligible costs are limited to the material itself and any associated delivery costs.
6. Source Documentation. Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, and grant award documents. Appropriate electronic verification of cleared checks may also be considered source documentation in lieu of actual cancelled checks. The documentation must be made available by the grantee at the WMP's request.

7. Final Project Report(s). The department shall have the right to terminate the Agreement in the event the grantee fails to submit the final report within the required timeframes.
  - a. Project status. The grantee shall provide:
    - i. The project number, project name, and project period;
    - ii. The details of progress addressing the project's scope of work and time line;
    - iii. The details of any problems encountered;
    - iv. A signature and date attesting to the contents of the report.
  - b. Final Project Report. The grantee shall submit to the WMP a final report for the project that shall contain the same information as described for project status in G.7.a. The final report shall be due within 30 days of the end of the project.

#### H. Other Audits, Examinations or Reviews

The SWMP or its designees have the right to conduct audits, examinations or reviews of grantees at any time.

1. Audits or examinations must confirm that records accurately reflect the operations of the grantee, the internal control structure provides reasonable assurance that assets are safeguarded, and the grantee is in compliance with applicable laws and regulations.
2. For questioned costs that the WMP determines to be inappropriate or unnecessary, the grantee shall repay the WMP.

#### I. Mandatory Disclosures

Grantees receiving grant funding from the Scrap Tire Subaccount shall identify the department as a funding source on all publications and other printed materials which are intended for distribution.

1. Identification shall include the department's logo with the full "Missouri Department of Natural Resources" name.
2. This requirement applies to publications, news releases, videos, displays, signs, and all other project material from which information may be obtained by reading, watching, hearing, or simply seeing the material.
3. Camera ready copies of the department logo will be provided to any grantee requesting the copies from the WMP.
4. For other projects, such as audiocassette tapes, compact disks, flash drive or other media and news releases, the department shall be identified audibly by including its full name. Guidelines pertaining to placement of logos along with the "Missouri Department of Natural Resources" name and audible identification of the "Missouri Department of Natural Resources" can be obtained from the WMP.

#### J. Procurement Standards

1. Grantees shall use their own procurement procedures provided that procurement conforms to standards set forth in the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, or Other Non-Profit Organizations", or 34.040, RSMo, State Purchasing and Printing, as applicable.
2. The grantee agrees that any contract or interagency agreement to be procured under this award which was not included in the approved work plan must receive formal SWMP approval prior to expenditure of funds associated with that contract or interagency agreement.

## K. Employment

1. Pursuant to 285.530 (1), RSMo as a condition for the award of any grant, subgrant, contract, or subcontract in excess of \$5,000, no grantee shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
2. The grantee shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
3. Pursuant to section 285.530, RSMo, if the grantee meets the section 285.525, RSMo, definition of a "business entity" included in Exhibit A and available on the Internet at <http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>, the grantee must affirm the entity's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The grantee shall complete applicable portions of Exhibit A, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit A must be completed, notarized, and submitted prior to award of a grant.
4. If the grantee is found to be in violation of this requirement or the applicable state, federal, and local laws and regulations, and if the department has reasonable cause to believe that the grantee has knowingly employed individuals who are not eligible to work in the United States, the department shall have the right to cancel the grant immediately without penalty or recourse and suspend or debar the grantee from doing business with the department or State of Missouri. The department may also withhold up to 25 percent of the total amount due to the grantee.
5. The grantee shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

## L. Conflicts of Interest

1. No party to this grant, nor any officer, agent, or employee of either party to this grant, shall participate in any decision related to such grant which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly.
2. The grantee is advised that no state employee or former state employee, as defined in Chapter 105, RSMo, shall perform any service for consideration paid by the grantee for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration for any person, firm or corporation after termination of his or her office or employment in relation to any case, decision, proceeding or application with respect to which he or she was directly concerned or in which he or she personally participated during the period of his or her service or employment with the state.

## M. State Appropriated Funding

1. The grantee agrees that funds expended for the purposes of this grant must be appropriated and made available by the Missouri General Assembly for the fiscal year included within the grant period, as well as being awarded by the state agency supporting the project. Therefore, the grant shall automatically terminate without penalty or termination costs if such funds are not appropriated or granted.
2. In the event that funds are not appropriated or granted for the grant, the grantee shall not prohibit or otherwise limit the WMP's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the grant.



#### N. Eligibility, Debarment and Suspension

By applying for this award, the grantee verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws including those referenced below and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notices of Violation (NOV)) at the time of application.

1. If compliance issues exist, the grantee shall disclose to the WMP all pending or unresolved violations noted in an NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the past two years in the State of Missouri.
2. The WMP will not make any award at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Federal Executive Order 12549, "Debarment and Suspension."
3. The grantee shall complete a Debarment/Suspension form when required by the WMP. Furthermore, the grantee is also responsible for written debarment/suspension certification of all subcontractors receiving funding through a state funded grant.

#### O. Restriction on Lobbying Costs

Lobbyists as defined in section 105.470, RSMo, and related costs are ineligible for grant funds.

#### P. Recycled Paper

The grantees receiving Scrap Tire Subaccount monies are required to use recycled paper consisting of at least 30 percent post-consumer waste for all reports and materials which are prepared as part of this grant award and delivered to the WMP or otherwise distributed as part of this grant.

1. If paper containing 30 percent post-consumer material is not reasonably available, does not meet reasonable performance requirements, or is available at an unreasonable price, then the grantee shall use paper containing no less than 20 percent post-consumer material.
2. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any and all parties other than the WMP.
3. This requirement applies even if the cost of recycled paper is higher than that of virgin paper.

#### Q. Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

1. In order for the SWMP to meet the provisions of Executive Order 05-30, it is desired the grantees secure participation of certified MBEs and WBEs in providing the products or services obtained with grant funds. The targets of participation recommended by the State of Missouri are 10 percent MBE and five percent WBE of the total dollar value of the products or services obtained.
2. The grantee agrees to take all necessary affirmative steps required to assure that small and minority firms, women's business enterprises and labor surplus area firms are used when possible as sources when procuring supplies, equipment, construction and services related to the grant. The grantee agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:
  - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - b. Ensuring that small and minority and women's business enterprises are solicited whenever they are potential sources;

- c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority and women's business enterprises;
- d. Establishing delivery schedules, where the requirements of work will permit participation by small and minority and women's business enterprises;
- e. Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and
- f. Requiring any prime contractor or other grantee, if subgrants are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.

#### R. Later Disallowances and Adjustments

The closeout of a grant does not affect:

1. The WMP's right to disallow costs and recover funds on the basis of a later audit or other review.
2. The grantee's obligation to return any funds due as a result of later refunds, corrections, or other transactions.
3. Records retention as required by section E above.
4. The WMP's right to conduct other audits, reviews, and examinations in section H.

#### S. Dispute Resolution

1. The grantee and the WMP shall attempt to resolve disagreements concerning the grantee's project performance including reporting requirements.
2. If an agreement cannot be reached within 90 days of the issuance of the notice of noncompliance, the department's WMP director will provide a written decision. Such decision of the WMP director shall be final unless a request for review is submitted to the department's Division of Environmental Quality (DEQ) director within 30 days of the receipt of the WMP director's decision. The DEQ director shall provide a final decision within 30 days of the receipt of the grantee's request. Such grantee request shall include:
  - a. A copy of the WMP director's written decision;
  - b. A statement of the amount in dispute;
  - c. A brief description of the issue(s) involved; and
  - d. A concise statement of the objections to the final decision.
3. A decision by the DEQ director shall constitute final department action.

#### T. Termination

1. Termination for Cause.

By the department:

- a. The department may terminate any grant, in whole or in part, at any time before the date of completion whenever it is determined that the grantee has failed to comply with the terms and conditions of the grant.
- b. The department shall promptly notify the grantee in writing of such a determination and the reasons for the termination, together with the effective date.
- c. The department reserves the right to withhold all or a portion of grant funds if the grantee

violates any term or condition of the grant.

2. Termination for Convenience.

The department or the grantee may terminate the grant, in whole or in part, when the parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.

3. This grant is not transferable to any person or entity.

U. Enforcement: Remedies for Noncompliance

If a grantee falsifies any award document, fails to maintain records or submit reports, refuses the WMP access to records, fails to meet the WMP's performance standards, or materially fails to comply with any term of the grant or award, then the WMP may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the award or grant of current or future funds.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Temporarily withhold cash payments pending grantee's correction of the deficiency.
4. Withhold further awards from the grantee.
5. Compel the repayment of funds provided to the grantee pursuant to the award or grant.
6. Order the grantee not to transfer ownership of assets purchased with grant funds without prior SWMP approval.
7. Pursue any other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment with respect to the grantee.

V. Grantee's Signature

In consideration for the ability to utilize Scrap Tire Subaccount monies, the grantee's signature on the application, Agreement, and other award documents signify the grantee's agreement to all of the terms and conditions of the award which include the Agreement and the documents incorporated therein, including these general terms and conditions.

**II. Statutory Requirements**

The grantees must comply with all federal, state and local laws relating to environmental compliance, employment, nondiscrimination, construction, research, and other activities associated with grants from the department including, but not limited to those referenced in Sections A through K below. Failure to abide by these laws, or their implementing regulations, may trigger the remedies for noncompliance set forth in Section I.T. above. For a copy of state and federal laws that typically apply to grants from the WMP, contact the SWMP Operations Section.

Any grantee, in connection with its application for financial assistance, shall certify that the grantee, its board of directors and principals are in compliance with the specific federal and state employment and nondiscrimination laws set out below. Further, the grantee shall report to the WMP any instance in which the grantee or any member of its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within 10 working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this grant or suspension or debarment of the grantee.

A. Laws and regulations related to nondiscrimination and employment:

1. Chapter 213 of the Missouri Revised Statutes, which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability;
2. Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, as amended, which prohibits discrimination on the basis of race, color or national origin;
3. Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, as amended, which prohibits discrimination on the basis of race, color, religion, national origin, or sex;
4. Civil Rights Restoration Act of 1987, 20 U.S.C. § 1687, 29 U.S.C. § 794, 42 U.S.C. § 2000d-4a, and 42 U.S.C. § 6101, as amended;
5. Civil Rights Act of 1991, 42 U.S.C. § 1981a and 42 U.S.C. §§ 2000e-2(k) - (n), as amended;
6. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability;
7. Age Discrimination in Employment act of 1967 (ADEA), 29 U.S.C. § 621 et seq., as amended, which prohibits discrimination on the basis of age;
8. Drug Abuse Office and Treatment Act of 1972, P.L. 92-255, 21 U.S.C. § 1101 et seq., as amended, relating to nondiscrimination on the basis of drug abuse;
9. Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970, P.L. 91-616, 42 U.S.C. § 4541 et seq., as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
10. Family and Medical Leave Act of 1993 (FMLA), 29 U.S.C. § 2601 et seq.;
11. The Americans with Disabilities Act of 1990 (ADA), P.L. 101-336, 42 U.S.C. § 12101 et seq., as amended, relating to nondiscrimination against individuals with disabilities; and
12. Fair Labor Standards Act of 1938 (FLSA), 29 U.S.C. § 201 et seq., as amended.

B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7401 et seq., as amended, which prohibits the award of assistance by way of grant, loan, or contract to noncomplying facilities.
2. The Federal Water Pollution Control Act (Clean Water Act), 33 U.S.C. § 1251 et seq., as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
3. The Federal Safe Drinking Water Act, 42 U.S.C. § 300f et seq., as amended, which prohibits the award of assistance by way of grant, loan, or contract to noncomplying facilities.
4. The Federal Solid Waste Disposal Act, 42 USC 6901 et seq., as amended.
5. The Federal Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC 9601 et seq., as amended.
6. The Federal Toxic Substance Control Act, 15 USC 2601 et seq., as amended.
7. The Federal Insecticide, Fungicide and Rodenticide Act, 7 USC 136 et seq., as amended.
8. The Federal Endangered Species Act, 16 USC 1531 et seq., as amended.

9. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
  10. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.
  11. The Missouri Clean Water Law, Chapter 644, RSMo.
  12. Chapters 260 and 319, RSMo including the Missouri Hazardous Waste Management Law, and the Missouri Solid Waste Management Law including laws relating to petroleum storage tanks.
  13. The Missouri Air Conservation Law, Chapter 643.
  14. Chapter 444, RSMo including the Metallic Minerals Waste Management Act, the Land Reclamation Act and the Surface Coal Mining Law.
- C. Chapter 105, RSMo, as it relates to conflicts of interest and lobbying.
- D. Chapter 610, RSMo, Governmental Bodies and Records commonly referred to as the Missouri "Sunshine Law".-
- E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.
- F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires grantees in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.
- I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- K. The following additional requirements apply to projects that involve construction:
1. The Davis-Bacon Act as amended, 40 U.S.C. §276a et seq.
  2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.
  3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.
  4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation
  5. The Lead-Based Paint Poisoning Prevention Act (42 U. S. C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.

6. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.

### III. Definitions

As used in these general terms and conditions:

- A. "Accrued expenditures" mean the charges incurred by the grantee during a given period requiring the provision of funds for: (1) Goods and other tangible property received; (2) Services performed by employees, contractors, subgrantees, subcontractors, and other payees; and (3) Other amounts becoming owed under programs for which no current services or performance is required, such as annuities, insurance claims, and other benefit payments.
- B. "Accrued income" means the sum of: (1) Earnings during a given period from services performed by the grantee and goods and other tangible property delivered to purchasers, and (2) Amounts becoming owed to the grantee for which no current services or performance is required by the grantee.
- C. "Administrative requirements" mean those matters common to grants in general, such as financial management, kinds and frequency of reports, and retention of records. These are distinguished from programmatic requirements, which concern matters that can be treated only on a program-by-program or grant-by-grant basis, such as kinds of activities that can be supported by grants under a particular program.
- D. "Awarding agency" means (1) with respect to a grant, the WMP of the department, and (2) with respect to a subgrant, the party that awarded the subgrant.
- E. "Competitive bid process" means the procurement of goods or services that follows the guidelines outlined in 1 CSR 40.
- F. "Contract" means (except as used in the definitions for grant and subgrant in this section) a procurement contract under a grant or subgrant, and means a procurement subcontract under a contract.
- G. "Financial Assistance Agreement or FAA" refers to the agreement entered into by the WMP and the grantee and includes these general terms and conditions and other incorporated documents.
- H. "Government" means the federal, state or local government.
- I. "Grant" means an award of financial assistance, including cooperative agreements, in the form of money to an eligible grantee.
- J. "Grantee" means the government or other entity to which a grant is awarded and which is accountable for the use of the funds provided. The grantee is the entire legal entity even if only a particular component of the entity is designated in the grant award document.
- K. "Local government" means a county, municipality, city, town, township, local public authority school district, special district, intrastate district, council of governments (whether or not incorporated as a nonprofit corporation under State law), any other regional or interstate government entity, or any agency or instrumentality of a local government.
- L. "Missouri Department of Natural Resources or department" refers to the Missouri Department of Natural Resources including its agents, successors, or assignees.
- M. "Obligations" means the amount of orders placed, contracts and grants awarded, goods and services received, and similar transactions during a given period that will require payment by the grantee during the same or a future period.

- N. "Outlays or Expenditures" mean charges made to the project or program. They may be reported on a cash or accrual basis. For reports prepared on a cash basis, outlays are the sum of actual cash disbursement for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the amount of cash advances and payments made to contractors and subgrantees. For reports prepared on an accrued expenditure basis, outlays are the sum of actual cash disbursements, the amount of indirect expense incurred, the value of in-kind contributions applied, and the new increase (or decrease) in the amounts owed by the grantee for goods and other property received, for services performed by employees, contractors, subgrantees, subcontractors, and other payees, and other amounts becoming owed under programs for which no current services or performance are required, such as annuities, insurance claims, and other benefit payments.
- O. "Project" means all approved components of an organized undertaking described in a proposal, including any supporting documents as required by project type.
- P. "Share, when referring to the awarding agency's portion of the project" means the same percentage as the awarding agency's portion of the acquiring party's total costs under the grant to which the acquisition costs of the asset was charged. Only costs are to be counted--not the value of third-party in-kind contributions.
- Q. "Solid Waste Management Fund or SWMF" means the fund created in section 260.330, RSMo, to receive the tonnage fee charges submitted by sanitary and demolition landfills for waste disposed of in Missouri and transfer stations for waste transported out of state for disposal.
- R. "Scrap Tire Subaccount" means the subaccount created pursuant to section 260.273 RSMo of the Solid Waste Management Fund (created by section 260.330 RSMo) to receive the fee charged for each new tire sold at retail in Missouri.
- S. "State" means the State of Missouri or any agency or instrumentality of the state.
- T. "Match funds" means the portion of a project or program costs that are not borne by a funding source other than the granting agency. Most government grants require matching financial participation by the applicant. In some cases, the granting agency encourages but does not dictate the percent of match. In other instances, the granting agency specifies a minimum match (e.g. 25% or 50% of the total project cost).
- U. "Subgrant" means an award of financial assistance in the form of money made under a grant by a grantee to an eligible subgrantee. The term includes financial assistance when provided by contractual legal agreement, but does not include procurement purchases.
- V. "Subgrantee" means the government or other legal entity to which a subgrant is awarded and which is accountable to the grantee for the use of the funds provided.
- W. "Supplies" means all tangible personal property other than equipment, building or building site improvements, as defined in this part.
- X. "Suspension" means depending on the context, either (1) temporary withdrawal of the authority to obligate grant funds pending corrective action by the grantee or a decision to terminate the grant, or (2) an action taken by the WMP to immediately exclude a person from participating in grant transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue.
- Y. "Termination" means permanent withdrawal of the authority to obligate previously-awarded grant funds before that authority would otherwise expire. It also means the voluntary relinquishment of that authority by the grantee or subgrantee. Termination does not include: (1) Withdrawal of funds awarded on the basis of the grantee's underestimate of the unobligated balance in a prior period; (2) Withdrawal of the unobligated balance as of the expiration of a grant; (3) Refusal to extend a grant or

award additional funds, to make a competing or noncompeting continuation, renewal, extension, or supplemental award; or (4) Voiding of a grant upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.

- Z. "Terms of a grant or subgrant" mean all requirements of the grant or subgrant, whether in statute, regulations, the award document, or any documents incorporated therein.
- AA. "Unliquidated obligations for reports prepared on a cash basis" means the amount of obligations incurred by the grantee that have not been paid. For reports prepared on an accrued expenditure basis, they represent the amount of obligations incurred by the grantee for which an outlay has not been recorded.
- AB. "Unobligated balance" means the portion of the funds authorized by the WMP that has not been obligated by the grantee and is determined by deducting the cumulative obligations from the cumulative funds authorized.



**Attachment #2**

**Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorized**

**Business Entity Certification:**

The grantee, subgrantee, contractor, or subcontractor must certify their current business status by completing either Box A or Box B of Exhibit A attached to Attachment #2.

**Business entity**, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, grantees, subgrantees, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**Exhibit A**

**Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization**

**Business Entity Certification:**

**The bidder/contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

<b>Box A:</b>	To be completed by a non-business entity as defined below.
<b>Box B:</b>	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <a href="http://www.dhs.gov/files/programs/qc_1185221678150.shtm">http://www.dhs.gov/files/programs/qc_1185221678150.shtm</a> .
<b>Box C:</b>	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**Box A Currently not a Business Entity**

I certify that \_\_\_\_\_ (Company/Individual Name) **does not currently meet** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **or**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_  
(Company/Individual Name) is awarded a contract for the services requested herein under  
\_\_\_\_\_ (Bid/SFS/Contract Number) and if the business status changes during the life  
of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to  
section 285.530, RSMo, then, prior to the performance of any services as a business entity,  
\_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the  
requirements stated in Box B and provide the \_\_\_\_\_ (insert agency  
name) with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative's Name (Please  
Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

**EXHIBIT A, continued**

**(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box A.)**

**Box B Current Business Entity Status**

I certify that \_\_\_\_\_ (Business Entity Name) **meets** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

As a business entity, the bidder/contractor must perform/provide each of the following. The bidder/contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: [dhs.gov/files/programs/gc\\_1185221678150.shtm](https://dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein.
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's/contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/contractor's name and company ID, then no additional pages of the MOU must be submitted.
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**EXHIBIT A, continued**

**Affidavit of Work Authorization:**

The bidder/contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

**In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)**

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.

\_\_\_\_\_  
Signature