

**CITY OF HOBART BOARD OF PUBLIC WORKS & SAFETY
Resolution No. 2014-02**

**A Resolution Authorizing Special Purchase
of One (1) CNG Fueled Garbage Truck Pursuant to Grant Award**

WHEREAS, the Board of Public Works and Safety (“Board”) of the City of Hobart, Indiana (“City”) is the purchasing agency for the City pursuant to §31.004(A) of the Municipal Code of the City of Hobart enacted pursuant to the authority of I.C. §5-22-4-5(a); and

WHEREAS, the Board, as the City’s purchasing agency, has all of the powers and duties authorized under the laws of the State of Indiana governing purchasing by under I.C. §5-22; and

WHEREAS, the City of Hobart applied for two (2) grants in connection with government and private sector programs to reduce diesel engine emissions by vehicles operated by the City; and

WHEREAS, the first grant program is administered by the Indiana Department of Environmental Management (IDEM) for the purchase, installation, operation and maintenance of one (1), 2013 or newer, model year USEPA emissions compliant compressed natural gas (CNG) powered refuse hauler that will replace one (1) of the City’s model year 2002 or newer existing refuse handlers and will be used for the same purposes; and

WHEREAS, application for said IDEM grant was approved by IDEM and Grant Agreement EDS #A305-4-171 was signed by the City Executive on October 16, 2013. Said Agreement is attached hereto as Exhibit 1; and

WHEREAS, the amount of the IDEM grant is \$71,415.00, and is to be applied to the purchase of a CNG-powered refuse hauler, the same being a 2014 Mack LEW with Dual Drive Cummins ISL-G CNG engine, New Way “Sidewinder” 31 yard body with automated side loader; and

WHEREAS, the second grant program is administered by South Shore Clean Cities, an organization acting in conjunction with and as agent for the BP-Whiting Refinery’s Cleaner Air through Diesel Emission Reductions grant program (BP-CADER), also for the purpose of reducing diesel engine emissions by vehicles operated by the City; and

WHEREAS, the BP-CADER grant is likewise for the purchase, installation, operation and maintenance of one (1), 2013 or newer, model year USEPA emissions compliant compressed natural gas (CNG) powered refuse hauler that will replace one (1) of the City’s model year 2002 or newer existing refuse handlers and will be used for the same purposes; and

WHEREAS, application for said BP-CADER grant was approved by South Shore Clean Cities and the BP-CADER Grant Agreement was signed by the City Executive on January 2, 2014. Said Agreement is attached hereto as Exhibit 2; and

WHEREAS, the amount of the BP-CADER grant is \$114,263.00, and is likewise to be applied to the purchase of said 2014 Mack/New Way Waste Hauler; and

WHEREAS, review of available CNG Waste Haulers by the City revealed that there are only two-manufacturers who produce such vehicles, Mack and Autocar, and the unit manufactured by Autocar was quoted at a price more than \$25,000.00 above that for the Mack/New Way unit; and

WHEREAS, the remaining qualified unit, the 2014 Mack LEW with Dual Drive Cummins ISL-G CNG engine, New Way "Sidewinder" 31 yard body with automated side loader is available at a quoted price of \$285,658.00 total from Best Equipment Company, Inc. of 5550 Poindexter Drive, Indianapolis, Indiana 46234. Applying the grant funds to be received from IDEM and BP-CADER, which total \$185,678.00, the remaining sum of \$99,980.00 will be contributed as match for the grants by the City of Hobart; and

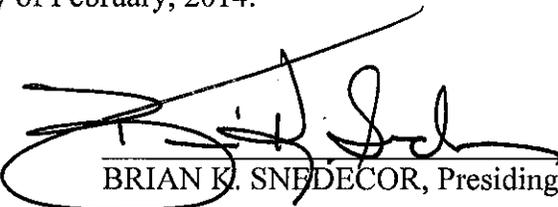
WHEREAS, because there is a single source for the only qualifying unit, and because the purchase of this unit through said grants affords the City a unique opportunity to acquire this equipment and substantial savings, the Board has been advised that such purchase constitutes a special purchase, not subject to bid, pursuant to I.C. §§5-22-10-5 and 8; and

WHEREAS, the Board, having reviewed the foregoing facts now desires to approve the purchase of said vehicle, to approve the grant agreements attached hereto, and to authorize the execution of a purchase agreement by the City Executive and completion of said purchase, and to spread same upon the public record.

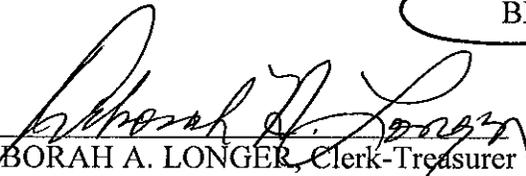
THEREFORE, BE IT RESOLVED by the Board of Public Works and Safety of the City of Hobart, Indiana that:

1. The facts stated in the recitals above are hereby adopted as findings of the Board.
2. The grant agreements with IDEM and South Shore Clean Cities, attached hereto as Exhibits 1 and 2 respectively, are approved and affirmed in all respects.
3. The purchase of the 2014 Mack LEW with Dual Drive Cummins ISL-G CNG engine, New Way "Sidewinder" 31 yard body with automated side loader from Best Equipment Company, Inc. of 5550 Poindexter Drive, Indianapolis, Indiana 46234 is approved in all respects. The Executive of the City is authorized to execute a purchase agreement for said vehicle in the sum of \$285,658.00 and otherwise in conformance with the provisions of this Resolution.

ALL OF WHICH is adopted as the Resolution of the Board of Public Works and Safety of the City of Hobart, Indiana on this 5th day of February, 2014.


BRIAN K. SNEDECOR, Presiding Officer

ATTEST:


DEBORAH A. LONGER, Clerk-Treasurer

GRANT AGREEMENT

EDS # A305-4-8

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Environmental Management (the "State") and the City of Hobart, Indiana (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Grant Funds.

The purpose of this Grant Agreement is to enable the State to award a grant of \$71,415.00 to the Grantee for eligible costs of the services or project (the "Project") described in Exhibits A and B of this Grant Agreement, which are incorporated fully by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code IC 13-17-3-9 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

2. Representations and Warranties of the Grantee.

- A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.
- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.

- A. The Grantee shall implement and complete the Project in accordance with Exhibit A and Exhibit C, incorporated by reference herein, and with the plans and specifications contained in its Grant Application, which is on file with the State. Modification of the Project shall require prior written approval of the State.
- B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on an as requested basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term. This Grant Agreement commences on the date of the last signatory and shall remain in effect through July 31, 2014. Unless otherwise provided herein, it may be extended or renewed upon the written agreement of the parties and in conformance with IC §5-22-17-4, and as permitted by the state or federal law governing this Grant.

5. Grant Funding.

- A. The State shall fund this grant in the amount of \$71,415.00. The approved Project Budget is set forth as Exhibit B of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- B. The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

- A. Unless otherwise authorized by statute and agreed to in this Grant Agreement, all payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing. If advance payment of a portion of the grant funds is permitted by statute, and the State agrees to provide such advance payment, it shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
- C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. Claims shall be submitted to the State within thirty (30) calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than thirty (30) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly only basis. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State.

- E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in Exhibit A, the grant application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in Exhibit B and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Audits and Maintenance of Records.

- A. Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.
- B. If required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Grant Agreement, the Grantee shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Grant Agreement. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Grantee is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Grant Agreement. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Grantee's fiscal year. The Grantee agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Grantee, and not of a parent, member, or subsidiary corporation of the Grantee, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the

State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Grant Agreement and that the Grantee is not out of compliance with the financial aspects of this Grant Agreement.

9. Compliance with Laws.

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under other applicable laws.
- C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC §5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

- (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
- (ii) IC §24-5-12 [Telephone Solicitations]; or
- (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement even if IC §24-4.7 is preempted by federal law.

10. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

11. Employment Eligibility Verification. As required by IC §22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

12. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

13. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

14. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

15. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

16. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Shawn M. Seals
Senior Environmental Manager
Indiana Department of Environmental Management
Office of Air Quality - Mail Code 61-50
100 North Senate Avenue
Indianapolis, IN 46204-2251
Phone: (317) 233-0425
Fax: (317) 233-5967
Email: SSeals@idem.in.gov

B. Notices to the Grantee shall be sent to:

Ms. Deb Backhus
Project Manager
South Shore Clean Cities
9800 Connecticut Drive
Crown Point, IN 46307
Phone: (219) 644-3690
Email: DBackhus@southshorecleancities.org

- C. As required by IC §4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

17. Order of Precedence. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal law or other controlling document described in paragraph 20, below; (2) this Grant Agreement, (3) exhibits prepared by the State, (4) exhibits prepared by Grantee; (5) Invitation to Apply for Grant; and (6) the Grant Application.

18. Termination for Breach.

- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

19. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

20. Federal and State Third-Party Contract Provisions. If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors, shall comply with the federal grant / contract provisions attached as Exhibit D and incorporated fully herein.

21. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate clauses (as defined in the 2013 OAG/IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below: None.

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof.

In Witness Whereof, Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below hereby agree to the terms hereof.

City of Hobart

[Handwritten Signature]
By: _____
Daniel K. SNEDECOR
Name and Title, Printed

Date: 10/16/18

Indiana Department of
Environmental Management

By: _____
Thomas Easterly, Commissioner

Date: _____

Approved by:
Indiana Office of Technology
(Designate as NA if appropriate)

By: _____
Paul Baltzell, CIO

Date: _____

Approved by:
Indiana Department of Administration

By: _____
Jessica Robertson, Commissioner

Date: _____

Approved by:
State Budget Agency

By: _____
Brian E. Bailey, Director

Date: _____

Approved by:
Office of Indiana Attorney General

By: _____
Gregory F. Zoeller, Attorney General

Date: _____

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Exhibit A: Scope of Work

Duties of Grantee

1. Project Objective

The objective of this Grant is to significantly reduce emissions from diesel powered equipment owned and operated by the City of Hobart, Indiana.

2. Scope of Work

The Grantee shall do the following:

Task A: Purchase, Installation, Operation and Maintenance of Emission Reduction Technologies

The Grantee shall purchase, install and maintain emission reduction technologies that are certified and/or verified by the California Air Resources Board and/or the United States Environmental Protection Agency (U.S. EPA). The Grantee shall own, operate and maintain these emission reduction technologies for a minimum of three (3) years following the date of purchase. This task shall include a minimum of the following:

- o The purchase, installation, operation and maintenance of one (1) 2013, or newer, model year U.S. EPA emission compliant compressed natural gas (CNG)- powered refuse hauler that will REPLACE one (1) of the Grantee's model year 2002 or newer existing refuse haulers and will be used for the same purposes.

The Following Tasks are Non-Budgetary Items

Task B: Diesel Emission Reduction Technology Coordination

Grantee shall provide the following services:

1. Assist with identifying environmental projects in the surrounding area.
2. Assist with outreach for on-site industry and local community.
3. Locate vendors for intended emission reduction technologies.
4. Coordinate with vendors on the installation and/or addition of emission reduction technologies.
5. Assist IDEM with the preparation of documentation for IDEM to submit to U.S. EPA, through progress reports as detailed in Task C of this Exhibit and submittal a final report summarizing the results of the project.

Task C: Progress Reports

The Grantee understands that IDEM is responsible for regular reporting to U.S. EPA. As such, the Grantee shall provide written progress reports as required in accordance with Section 3(B) of this Grant Agreement within ten (10) business days of the request.

These progress reports will include, but are not limited to the following:

- United States Congressional District for Grantee physical location
- Physical location of diesel emission reduction project
- United States Congressional District for project physical location
- Grant award Electronic Data System (EDS) number
- Original total grant amount
- Cumulative grant amount reimbursed
- Completion status of project (i.e. 0% complete, 25% complete, 50% complete, 100% complete)

Task D: Final Report

The Grantee shall submit a Final Report covering the successes and failures of this program ten (10) business days before the expiration of this Grant Agreement.

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Exhibit B: Project Budget**Grant Budget Details:**

The Grantee is being awarded an amount not to exceed \$71,415.00. This amount is to be paid in arrears upon submittal of invoice verifying purchase and installation of equipment identified in Exhibit A in addition to verification of Grantee cash match as a ratio of grant amount as detailed in Grantee's application to IDEM.

Budget Summary

Description	Grant Not to Exceed Totals	Grantee No Less than Totals *	Project Total
Task A To include one (1) 2013, or newer, model year U.S. EPA emission compliant compressed natural gas (CNG)- powered refuse hauler that will REPLACE one (1) of the Grantee's model year 2002 or newer existing refuse haulers and will be used for the same purposes.	\$71,415.00	\$214,243.00	\$285,658.00
Task B	\$0	\$0	\$0
Task C	\$0	\$0	\$0
Task D	\$0	\$0	\$0
TOTALS	\$71,415.00	\$214,243.00	\$285,658.00

* In accordance with cash match commitments made in grant application, Grantee shall provide a cash and in-kind match at a ratio of approximately 3.00 Grantee dollars for every 1.00 DieselWise Indiana grant dollar.

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Exhibit C: Project Schedule**Proposed Project Schedule**

The Grantee shall perform the various duties outlined in the timeline in order to complete the program by July 31, 2014. All schedule dates commence on the date of full Grant Agreement execution.

Task	Task Description	Deliverable
Task A	Project complete	July 2014
Task B (1)	Assist with identifying additional stakeholders for this or future environmental projects in the surrounding area.	Ongoing
Task B (2)	Assist with outreach for on-site industry and local community.	Ongoing
Task B (3)	Locate appropriate vendors for intended emission reduction technologies.	November 2013
Task B (4)	Coordinate the installation of emission reduction technologies.	November 2013
Task B (5)	Assist IDEM with the preparation of documentation for IDEM to submit to U.S. EPA, including a final report summarizing the results of the project.	Ongoing
Task C	The Grantee shall provide written progress reports	Ongoing
Task D	Final report on project successes and failures	July 2014

Note: This proposed schedule is subject to change due to purchase and/or installation schedules of the appropriate technology providers and product availability. Any deviations from this proposed schedule must be approved in writing by State contact listed in Section 16(A).

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Exhibit D: Federal/State Reporting

The requirements set forth in this Exhibit are applicable to this Grant Agreement.

USEPA has awarded monies to the State for the purpose of reducing emissions from diesel-powered equipment. In accordance with the financial agreement between USEPA and the State, any sub recipient of the monies must provide the information listed below to the State unless an exemption applies.

Because this Grant Agreement is funded with monies received from USEPA, the Grantee must provide the information requested below to the State within the time frames listed below or provide a signed statement detailing why an exemption listed below applies. The Grantee shall maintain the information as required below.

1. System for Award Management (SAM)

Unless the Grantee is exempted from this requirement under 2 CFR 25.110, it, as the sub recipient of federal funds, must maintain the currency of its information in the SAM. The Grantee shall review and update the information at least annually after the initial registration and more frequently if required by changes in its information.

2. Data Universal Numbering System (DUNS) Numbers

The Grantee shall provide its number to the State.

3. Executive Compensation

The Grantee, as a first tier sub recipient of more than \$25,000 of federal funds that are not Recovery funds from the American Recovery and Reinvestment Act of 2009, must report to the State the names and total compensation of each of its five most highly compensated executives for its preceding fiscal year if the following conditions apply:

a.) In the Grantee's preceding fiscal year, it received—

- (i.) Eighty (80) percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act as defined at 2 CFR 170.320 (and subawards); and
- (ii.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and (subawards); and

- (iii.) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15 (d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

Time frames for providing the information listed above are as follows:
The Grantee shall be registered with the SAM and provide its DUNS number to the State upon execution of the Grant Agreement. The Grantee shall provide the sub recipient executive total compensation listed above to the State by the end of the month following the month during which the award is made.

Exhibit 2



EXECUTIVE DOCUMENT SUMMARY
 State Form 41221 (R10/4-00) **Received**
 Instructions for completing the EDS and the Contract process:
 NOV 14 2013
 1. Please read the guidelines on the back of this form.
 2. Please type all information.
 3. Check all boxes that apply. **DOA Contracts**
 4. For amendments / renewals, attach original contract.
 5. Attach additional pages if necessary.

1. EDS Number: A305-4-171
 2. Date prepared: 10/28/2013

3. CONTRACTS & LEASES

Professional/Personal Services
 Grant
 Lease
 Attorney
 MOU
 QPA

Contract for procured Services
 Maintenance
 License Agreement
 Amendment#
 Renewal #
 Other

FISCAL INFORMATION

4. Account Number: 30730-27018.631030
 5. Account Name: SPECIAL FUND (AG WDB)

6. Total amount this action: \$71,415.00
 7. New contract total: 71,415.00

8. Revenue generated this action: \$0.00
 9. Revenue generated total contract: \$0.00

10. New total amount for each fiscal year:

Year 2014	\$71,415.00
Year	\$
Year	\$
Year	\$

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 11/4/2013
 12. To (month, day, year): 7/31/2014

13. Method of source selection: Negotiated
 Bid/Quotation
 Emergency
 Special Procurement
 RFP#
 Other (specify)

35. Will the attached document involve data processing or telecommunications systems? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC13-17-3-0

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
 The purchase, installation, operation and maintenance of one (1) 2013, or newer, model year U.S. EPA emission compliant compressed natural gas (CNG)-powered refuse hauler that will REPLACE one (1) of the Grantee's model year 2002 or newer existing refuse haulers and will be used for the same purposes.

38. Justification of vendor selection and determination of price reasonableness:
 The Grantee was selected as part of the DieselWise Indiana grant solicitation. Each application submitted under the DieselWise Indiana grant solicitation was evaluated and scored by three (3) Office of Air Quality technical staff members based on the evaluation criteria listed in the original solicitation. A review team then looked at each evaluation and provided their concurrence of the scoring or recommended changes. The applications were then sorted based on these evaluation scores and available funding. The Grantee then selected the applicants selected through the process detailed above.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval: *[Signature]*
 41. Date Approved: 11/12/13
 44. Attorney General's Office approval: JFS
 45. Date Approved: 12-19-13

AGENCY INFORMATION

14. Name of agency: IN Dept of Environmental Mgmt
 15. Requisition Number: 17224
 16. Address: IDEM, Office of Air Quality
 100 N SENATE AVE RM 1003
 INDIANAPOLIS, IN 46204

AGENCY CONTACT INFORMATION

17. Name: Shawn Seals
 18. Telephone #: 317/233-0425
 19. E-mail address: saeals@idem.in.gov

COURIER INFORMATION

20. Name: Michelle Wright
 21. Telephone #: 317/232-3362
 22. E-mail address: mwright@idem.in.gov

VENDOR INFORMATION

23. Vendor ID #: 0000056759
 24. Name: CITY OF HOBART
 25. Telephone #: 219/644-3690
 26. Address: HOBART, CITY OF
 414 MAIN ST
 HOBART, IN 46342
 27. E-mail address: DBnoking@southshoreclemmilles.org

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) Yes No

29. Primary Vendor: M/WBE/IN-Veteran
 Minority: Yes No
 Woman: Yes No
 IN-Veteran: Yes No

30. Primary Vendor Percentages: 100.0 %

31. Sub Vendor: M/WBE/IN-Veteran
 Minority: Yes No
 Woman: Yes No
 IN-Veteran: Yes No

32. If yes, list the %:
 Minority: _____ %
 Women: _____ %
 IN-Veteran: _____ %

33. Is there Renewal Language in the document? Yes No

34. Is there a "Termination for Convenience" clause in the document? Yes No

RECEIVED
 NOV 22 2013
 OAG-ADVISOR

42. Budget agency approval: *[Signature]*
 43. Date Approved: 11/21/13
 46. Agency representative receiving from AG: *[Signature]*
 47. Date Approved: 11/21/13



GRANT AGREEMENT

EDS # A305-4-171

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Environmental Management (the "State") and the City of Hobart, Indiana (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Grant Funds.

The purpose of this Grant Agreement is to enable the State to award a grant of \$71,415.00 to the Grantee for eligible costs of the services or project (the "Project") described in Exhibits A and B of this Grant Agreement, which are incorporated fully by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code IC 13-17-3-9 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

2. Representations and Warranties of the Grantee.

- A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.
- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.

- A. The Grantee shall implement and complete the Project in accordance with Exhibit A and Exhibit C, incorporated by reference herein, and with the plans and specifications contained in its Grant Application, which is on file with the State. Modification of the Project shall require prior written approval of the State.
- B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on an as requested basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term. This Grant Agreement commences on the date of the last signatory and shall remain in effect through July 31, 2014. Unless otherwise provided herein, it may be extended or renewed upon the written agreement of the parties and in conformance with IC §5-22-17-4, and as permitted by the state or federal law governing this Grant.

5. Grant Funding.

- A. The State shall fund this grant in the amount of \$71,415.00. The approved Project Budget is set forth as Exhibit B of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- B. The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

- A. Unless otherwise authorized by statute and agreed to in this Grant Agreement, all payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing. If advance payment of a portion of the grant funds is permitted by statute, and the State agrees to provide such advance payment, it shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
- C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. Claims shall be submitted to the State within thirty (30) calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than thirty (30) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly only basis. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State.

- E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in Exhibit A, the grant application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in Exhibit B and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Audits and Maintenance of Records.

- A. Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.
- B. If required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Grant Agreement, the Grantee shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Grant Agreement. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Grantee is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Grant Agreement. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Grantee's fiscal year. The Grantee agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Grantee, and not of a parent, member, or subsidiary corporation of the Grantee, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the

State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Grant Agreement and that the Grantee is not out of compliance with the financial aspects of this Grant Agreement.

9. Compliance with Laws.

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under other applicable laws.
- C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

- F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC §5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

- (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
- (ii) IC §24-5-12 [Telephone Solicitations]; or
- (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement even if IC §24-4.7 is preempted by federal law.

10. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

11. Employment Eligibility Verification. As required by IC §22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

12. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

13. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

14. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

15. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

16. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Shawn M. Seals
Senior Environmental Manager
Indiana Department of Environmental Management
Office of Air Quality - Mail Code 61-50
100 North Senate Avenue
Indianapolis, IN 46204-2251
Phone: (317) 233-0425
Fax: (317) 233-5967
Email: SSeals@idem.in.gov

B. Notices to the Grantee shall be sent to:

Ms. Deb Backhus
Project Manager
South Shore Clean Cities
9800 Connecticut Drive
Crown Point, IN 46307
Phone: (219) 644-3690
Email: DBackhus@southshorecleancities.org

C. As required by IC §4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

17. Order of Precedence. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal law or other controlling document described in paragraph 20, below; (2) this Grant Agreement; (3) exhibits prepared by the State; (4) exhibits prepared by Grantee; (5) Invitation to Apply for Grant; and (6) the Grant Application.

18. Termination for Breach.

- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

19. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

20. Federal and State Third-Party Contract Provisions. If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors, shall comply with the federal grant / contract provisions attached as Exhibit D and incorporated fully herein.

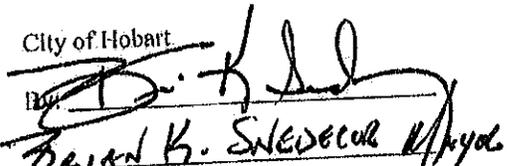
21. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate clauses (as defined in the 2013 OAG/IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below: None.

Non-Collusion, Acceptance

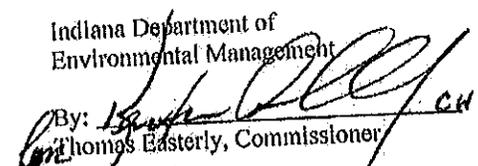
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof.

In Witness Whereof, Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below hereby agree to the terms hereof.

City of Hobart

By: 
Name and Title, Printed
Date: 10/16/13

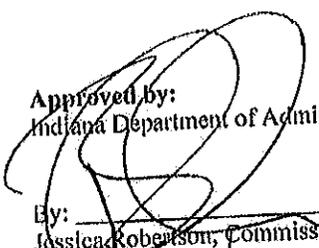
Indiana Department of Environmental Management

By:  CHIEF OF STAFF
Name and Title, Printed
Date: 11/12/13

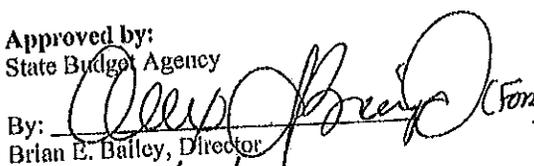
Approved by:
Indiana Office of Technology
(Designate as MA if appropriate)

By: NOT APPLICABLE
Paul Baltzell, CIO
Date: _____

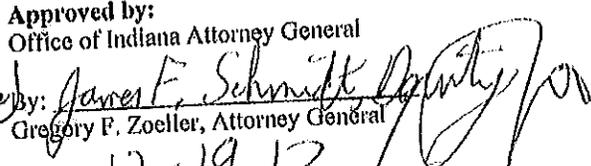
Approved by:
Indiana Department of Administration

By: 
Jessica Robertson, Commissioner
Date: 11/18/13

Approved by:
State Budget Agency

By: 
Brian E. Bailey, Director
Date: 11/21/13

Approved by:
Office of Indiana Attorney General

By: 
Gregory F. Zoeller, Attorney General
Date: 12-19-13

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Exhibit A: Scope of Work

Duties of Grantee

1. Project Objective

The objective of this Grant is to significantly reduce emissions from diesel powered equipment owned and operated by the City of Hobart, Indiana.

2. Scope of Work

The Grantee shall do the following:

Task A: Purchase, Installation, Operation and Maintenance of Emission Reduction Technologies

The Grantee shall purchase, install and maintain emission reduction technologies that are certified and/or verified by the California Air Resources Board and/or the United States Environmental Protection Agency (U.S. EPA). The Grantee shall own, operate and maintain these emission reduction technologies for a minimum of three (3) years following the date of purchase. This task shall include a minimum of the following:

- o The purchase, installation, operation and maintenance of one (1) 2013, or newer, model year U.S. EPA emission compliant compressed natural gas (CNG)- powered refuse hauler that will REPLACE one (1) of the Grantee's model year 2002 or newer existing refuse haulers and will be used for the same purposes.

The Following Tasks are Non-Budgetary Items

Task B: Diesel Emission Reduction Technology Coordination

Grantee shall provide the following services:

1. Assist with identifying environmental projects in the surrounding area.
2. Assist with outreach for on-site industry and local community.
3. Locate vendors for intended emission reduction technologies.
4. Coordinate with vendors on the installation and/or addition of emission reduction technologies.
5. Assist IDEM with the preparation of documentation for IDEM to submit to U.S. EPA, through progress reports as detailed in Task C of this Exhibit and submittal a final report summarizing the results of the project.

Task C: Progress Reports

The Grantee understands that IDEM is responsible for regular reporting to U.S. EPA. As such, the Grantee shall provide written progress reports as required in accordance with Section 3(B) of this Grant Agreement within ten (10) business days of the request.

These progress reports will include, but are not limited to the following:

- United States Congressional District for Grantee physical location
- Physical location of diesel emission reduction project
- United States Congressional District for project physical location
- Grant award Electronic Data System (EDS) number
- Original total grant amount
- Cumulative grant amount reimbursed
- Completion status of project (i.e. 0% complete, 25% complete, 50% complete, 100% complete)

Task D; Final Report

The Grantee shall submit a Final Report covering the successes and failures of this program ten (10) business days before the expiration of this Grant Agreement.

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Exhibit B: Project Budget**Grant Budget Details:**

The Grantee is being awarded an amount not to exceed \$71,415.00. This amount is to be paid in arrears upon submittal of invoice verifying purchase and installation of equipment identified in Exhibit A in addition to verification of Grantee cash match as a ratio of grant amount as detailed in Grantee's application to IDEM.

Budget Summary

Description	Grant Not to Exceed Totals	Grantee No Less than Totals *	Project Total
Task A To include one (1) 2013, or newer, model year U.S. EPA emission compliant compressed natural gas (CNG)- powered refuse hauler that will REPLACE one (1) of the Grantee's model year 2002 or newer existing refuse haulers and will be used for the same purposes.	\$71,415.00	\$214,243.00	\$285,658.00
Task B	\$0	\$0	\$0
Task C	\$0	\$0	\$0
Task D	\$0	\$0	\$0
TOTALS	\$71,415.00	\$214,243.00	\$285,658.00

* In accordance with cash match commitments made in grant application, Grantee shall provide a cash and in-kind match at a ratio of approximately 3.00 Grantee dollars for every 1.00 DieselWise Indiana grant dollar.

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Exhibit C: Project Schedule**Proposed Project Schedule**

The Grantee shall perform the various duties outlined in the timeline in order to complete the program by July 31, 2014. All schedule dates commence on the date of full Grant Agreement execution.

Task	Task Description	Deliverable
Task A	Project complete	July 2014
Task B (1)	Assist with identifying additional stakeholders for this or future environmental projects in the surrounding area.	Ongoing
Task B (2)	Assist with outreach for on-site industry and local community.	Ongoing
Task B (3)	Locate appropriate vendors for intended emission reduction technologies.	November 2013
Task B (4)	Coordinate the installation of emission reduction technologies.	November 2013
Task B (5)	Assist IDEM with the preparation of documentation for IDEM to submit to U.S. EPA, including a final report summarizing the results of the project.	Ongoing
Task C	The Grantee shall provide written progress reports	Ongoing
Task D	Final report on project successes and failures	July 2014

Note: This proposed schedule is subject to change due to purchase and/or installation schedules of the appropriate technology providers and product availability. Any deviations from this proposed schedule must be approved in writing by State contact listed in Section 16(A).

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Exhibit D: Federal/State Reporting

The requirements set forth in this Exhibit are applicable to this Grant Agreement.

USEPA has awarded monies to the State for the purpose of reducing emissions from diesel-powered equipment. In accordance with the financial agreement between USEPA and the State, any sub recipient of the monies must provide the information listed below to the State unless an exemption applies.

Because this Grant Agreement is funded with monies received from USEPA, the Grantee must provide the information requested below to the State within the time frames listed below or provide a signed statement detailing why an exemption listed below applies. The Grantee shall maintain the information as required below.

1. System for Award Management (SAM)

Unless the Grantee is exempted from this requirement under 2 CFR 25.110, it, as the sub recipient of federal funds, must maintain the currency of its information in the SAM. The Grantee shall review and update the information at least annually after the initial registration and more frequently if required by changes in its information.

2. Data Universal Numbering System (DUNS) Numbers

The Grantee shall provide its number to the State.

3. Executive Compensation

The Grantee, as a first tier sub recipient of more than \$25,000 of federal funds that are not Recovery funds from the American Recovery and Reinvestment Act of 2009, must report to the State the names and total compensation of each of its five most highly compensated executives for its preceding fiscal year if the following conditions apply:

a.) In the Grantee's preceding fiscal year, it received—

- (i.) Eighty (80) percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act as defined at 2 CFR 170.320 (and subawards); and
- (ii.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and (subawards); and

(iii.) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15 (d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

Time frames for providing the information listed above are as follows:
The Grantee shall be registered with the SAM and provide its DUNS number to the State upon execution of the Grant Agreement. The Grantee shall provide the sub recipient executive total compensation listed above to the State by the end of the month following the month during which the award is made.



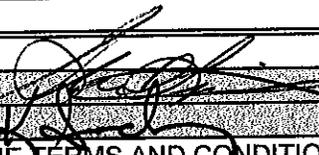
QUOTE ID	CHNW-MACK
DATE	1/30/2014
SALESMAN	Glenn D. Linhart

Sales Quote

TO THE ATTENTION OF	SHIP TO
John Dubach Director of Public works City of Hobart 1840 East State Road 130 Hobart, Indiana 46342	Same City of Hobart 1840 East State Road 130 Hobart, Indiana 46342

ESTIMATED DELIVERY	150 Days
TERMS	Delivery
FOB POINT	Hobart, Indiana 46342

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	2015 Mack LEU-633 Chassis, Dual Drive 66,000# GVW tandem axle Cummins ISL-G 320 HP CNG Engine Allison 4500 RDS Transmission Hot shift PTO Painted White		
1	New Way 31 yard SIDEWINDER body Automated right hand side loader-12 foot reach Mounted on 2015 Mack Chassis Painted White 75 gallon (DGE) CNG tanks mounted behind Cab Additional Front Bumper fill LED body lights, 6 strobe Lights Triple 3rd Eye camera system, Color monitor Delivery, Training, Manuals included		
TOTAL:			\$285,658.00

PROPOSED BY	Glenn D. Linhart 
PURCHASER	 2/5/14
I UNDERSTAND, AGREE WITH, AND ACCEPT THE TERMS AND CONDITIONS AS DESCRIBED ABOVE ON THIS SALES QUOTE.	



Anthony DeBonis Jr.
Attorney at Law
214 Main Street
Hobart, Indiana 46342

February 5, 2014

Mr. De Bonis

Best Equipment Company is pleased to quote budgetary figure for purchase of One (1) 2014 Autocar Cabover Expedito chassis with Diesel engine and, and chassis with Compressed Natural Gas (CNG)

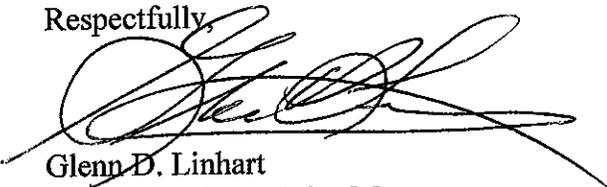
Cost of an Autocar Chassis with Diesel engine:	\$153,500.00
Cost of New Way 31 Yard ASL body:	\$128,514.00

TOTAL	\$282,014.00
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Cost of an Autocar Chassis with CNG engine:	\$193,500.00
Cost of New Way 31 Yard ASL body:	\$128,514.00

TOTAL	\$322,014.00
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Respectfully,



Glenn D. Linhart
Northern Indiana Sales Manager
Best Equipment Company, Inc.



July 8, 2013

John Dubach
City of Hobart
1840 East State Road 130
Hobart, Indiana 46342

Dear John:

Best Equipment Company is pleased to quote the following **Budgetary** figure for the purchase of one (1) New 2014 with 2010 EPA Emissions Mack LEU Cab Over chassis with DIESEL Engine, Dual Sit Down DRIVE with New Way 31 yard, 12' reach Right Hand Automated Side Loader.

TOTAL COST EACH WITH A MACK DIESEL ENGINE **\$245,658.00**

TOTAL COST EACH WITH MACK CNG ENGINE **\$285,658.00**

Respectfully,

Glenn D. Linhart
Northern Indiana Sales Manager
Best Equipment Company, Inc.