ADEQ
Arizona Department of Environmental Quality

Janet Napolitano, Governor
Stephen A. Owens, ADEQ Director

Recycling Program Grants Manual
FY 2009

ADEQ Vision Statement

To lead arizona and the nation in protecting the environment and improving the quality of life for the people of our state.

Publication Number TM 08-01

Table of Contents

Chapter 1 – General Information
Introduction 3
General Guidelines 4
Grant Application Process 4
Staff Assistance 6

Chapter 2 – Grant Application Guidelines
Application Instructions 7
Recycling Grant Match Requirements 8

Chapter 3 - Waste Reduction Assistance (WRA)
WRA Grant Eligible Projects 9
WRA Application Outline 11

Chapter 4 - Waste Reduction Initiative through Education (WRITE)
WRITE Grant Eligible Projects 13
WRITE Application Outline 14

Chapter 5 - Recycling Research and Development (RR&D)
RR&D Grant Eligible Projects 16
RR&D Application Outline 17

Chapter 6 – Duties and Responsibilities
Record Keeping Requirements 19
Terms and Conditions 20

Chapter 7 – Application Forms and Attachments
Checklist for Completed Application 29
Example A – Time Line, Tasks, & Deliverables Form 30
Attachment 1 – Grant Application Form 31
Attachment 2 – Disclosure Form 32
Attachment 3 – Budget Form 33
Attachment 4 – Time Line, Tasks, & Deliverables Form 34

GRANT APPLICATION DUE DATE AND TIME:

Thursday, March 6, 2008 at 3:00 p.m. Arizona time

GRANT WORKSHOPS: There will be three grant workshops to answer questions concerning the grants application process on the dates, times and locations listed below. Each meeting will last approximately two hours.

- Flagstaff – 10:30 a.m. Monday, January 28, 2008
  ADEQ Northern Regional Office
  1801 W. Route 66, Suite 117
  (928) 779-0313

- Tucson – 10:30 a.m. Wednesday, January 30, 2008
  ADEQ Southern Regional Office
  400 W. Congress Rd., Suite 433 Room #158
  (520) 628-6733

- Phoenix – 1:30 p.m. Friday, February 1, 2008
  ADEQ
  1110 W. Washington St., Room #250
  (602) 771-4398

APPLICATION DELIVERY LOCATION:
Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, Arizona 85007
Faxed or e-mailed applications will not be accepted

APPLICATION MAILING LOCATION:
Arizona Department of Environmental Quality
Attn: Recycling Program-4th Floor
1110 West Washington Street
Phoenix, Arizona 85007

Each application must be submitted in a sealed package with the appropriate funding program name, and applicants name and address clearly indicated on the outside of the package.

APPLICANTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RECYCLING PROGRAM GRANTS MANUAL AND ATTEND ONE OF THE GRANT WORKSHOPS LISTED ABOVE.

Chapter 1
General Information

Introduction

The Arizona Department of Environmental Quality's Recycling Program was established through the Arizona Solid Waste Recycling Act of 1990 (see A.R.S. 49.831 et seq.). The Recycling Program is responsible for providing public education to encourage participation in recycling and source reduction, and for providing the public with information on proper solid waste disposal. Program monies are derived from landfill disposal fees and funds the Waste Reduction Assistance (WRA), Waste Reduction Initiative through Education (WRITE), and Recycling Research and Development (RR&D) programs.

- The objective of the **WRA** program is to provide recycling opportunities to all Arizonans, and to promote projects that divert significant amounts of materials from the solid waste stream.

- The objective of the **WRITE** program is to provide the information and education needed to encourage recycling, reuse, and source reduction, and to increase awareness of reducing and properly disposing of solid waste.

- The objective of the **RR&D** program is to develop tools and create knowledge that will help divert significant amounts of material from the solid waste stream in the future.

The Recycling Program provides funding to political subdivisions of the State of Arizona, private enterprises, non-profit organizations, and Arizona's Tribal Governments. Organizations whose conduct is consistent with the state's interests are eligible organizations and may submit applications.

This grant program is made in accordance with A.R.S. §41-2702.

General Guidelines

Eligible Applicants

- Political Subdivisions/Tribal Governments
- Non-profit Organizations
- Private Enterprises

Organizations whose goals are consistent with the state's interests are eligible organizations who may submit applications. Organizations whose goals are determined to be inconsistent with the state's interests are not eligible organizations.

Important Notes

- Multiple grants will be awarded each year.
- More than one project application per applicant may be submitted.
- A grant must be awarded and a grant agreement executed before a project can be started.
- Payments are made on a cost reimbursement basis. Grantees must provide assurance that the work has been completed by submitting receipts and invoices in order to receive reimbursement.
- Applicant must give suitable public acknowledgement to the Arizona Department of Environmental Quality's Recycling Program for the grant assistance.
- All projects must be completed by June 30, 2009

Grant Application Process

Grant Application Process

- Request for Grant Applications
- Workshops
- Grant Application
- Application evaluation
- Oral presentations
- Final selections and Grant Execution

Request for Grant Applications

The distribution of a Recycling Grant Program Request for Grant Applications is the first step in each grant cycle and will be sent to everyone on the program's distribution list. The request announces the approximate amount of funds available, application due date, anticipated date awards will be made, a list of grant workshops, and other pertinent information specific to a grant cycle. Information is also on the ADEQ Recycling Program website at http://azdeq.gov/environ/waste/solid/funding.html. You do not have to be on the mailing list to submit a grant application, but it will help assure that you have the most up-to-date materials. To be added to the mailing list, contact ADEQ staff for assistance.

Workshops

The ADEQ Recycling Program staff conducts workshops to meet with interested applicants. Guidelines concerning the grant process will be discussed with the applicants. Although these guidelines are covered in this manual, staff will discuss each step of the process and encourage questions. The intent is to ensure that applicants clearly understand the application process and have the most up to date information available.

Grant Application
Grant applications must be submitted by the application due date provided and must be submitted according to the guidelines indicated in the grants manual.

Application Evaluation
The evaluation will be in accordance with A.R.S. §41-2702. The evaluation process begins after the grant application due date. Each application will be reviewed to ensure that it is eligible for funding based on compliance with the guidelines indicated in the grants manual. Applications which fail to meet requirements may be rejected and will not be further evaluated. ADEQ will notify applicants if the eligibility requirements are not met. If the grant application meets all eligibility requirements, it will be evaluated by the Arizona Recycling Advisory Committee (ARAC) based on the criteria of the funding program to which it has applied. The applicant may be requested to supply additional information and may also be asked to revise their application based on the additional information submitted. Awards are limited by the amount of funding available, which fluctuates yearly; therefore, all qualifying projects may not be funded. In addition, grant management performance will be considered in future grant applications. During evaluations the application will be confidential. After award, the application will be available for public review.

Oral Presentations
After initial evaluation of applications, applicants who submitted projects determined to be reasonably susceptible for award selection may be asked to provide the ARAC with an oral presentation of the project. If required to provide an oral presentation, applicants will be contacted by an ADEQ Grants Coordinator and additional information will be provided.

Final Selections and Grant Execution
Applicants will be notified in writing after the evaluation process is completed. If the applicant is not awarded a grant, the notification letter will provide a point of contact to review the evaluation if desired. If the applicant is awarded a grant, this letter will be accompanied by two original Grant Agreements. After notification of a grant award, the applicant must:

- Sign ***both*** original Grant Agreements and return ***both*** to ADEQ within 30 days of receipt. ADEQ will execute the Grant Agreement and return an original to the applicant (now referred to as the Grantee).
- Submit a Certificate of Insurance (described in the *Grant Agreement Terms and Conditions 6.2*).
- Set up a project file to maintain a record of all correspondence, receipts, invoices, and copies of all reports and documents associated with the project (see *Grant Agreement Terms and Conditions 3.3*).
- Use the Instructions for *Record Keeping and Reporting Requirements* (page 19) as a guideline for maintaining adequate financial records. A narrative report and budget must be submitted to ADEQ on a quarterly basis. A copy should be maintained by the Grantee in their project file.
- ***NOTE: Work cannot be started on a project until the Grant Agreement is executed, a Certificate of Insurance is submitted, and <u>you receive a Notice to Proceed letter</u> from ADEQ.***

After grant awards are made, all applications and the associated evaluations will be made available to the public. ADEQ may determine that trade secrets or proprietary information may continue to be held confidential. If the applicant feels that any of the information contained in their application should be held confidential they must designate that information as “confidential” in their application, and provide an explanation as to why it should be held confidential.

If an applicant does not receive a grant award, the applicant may request a meeting with the Recycling Program Manager to discuss the application and evaluation. Applicants also have the right to protest the award decision. A letter of protest shall be written within 30 days from the date of notification. Protest letters must be sent to the Waste Programs Division Director along with a copy to the Recycling Program Manager to the following address:

Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, Arizona 85007

Any protests and remedies will be resolved in accordance with A.R.S. §41-2704.

Staff Assistance

Grant applicants are encouraged to attend one of the Grant Workshops. Workshops are optional, but will provide the opportunity to ask questions concerning the grants manual, the evaluation process, or general program, and will assist applicants in writing a successful grant application. If you are unable to attend a Grant Workshop, ADEQ staff may be available upon request to meet and discuss the Recycling Grant Program.

WRA/RR&D Coordinator
ADEQ Recycling Program
1110 W. Washington St.
Phoenix, AZ 85007
Phone – (602) 771-4134
Toll free – (800) 234-5677, Ext. 771-4134
Fax – (602) 771-2383

WRITE Coordinator
ADEQ Recycling Program
1110 W. Washington St.
Phoenix, AZ 85007
Phone – (602) 771-4459
Toll free – (800) 234-5677, Ext. 771-4459
Fax – (602) 771-2383

Chapter 2
Grant Application Guidelines

Application Instructions

Before completing your Recycling Program Grant application, the applicant should pre-plan the project and know:

- How the project needs to be structured
- Identify project components
- When and what personnel are needed
- How much it will cost to complete

It is highly recommended that you attend a grant workshop and consult with ADEQ staff regarding any questions on the application forms.

Follow these guidelines when preparing the application:

- Read and familiarize yourself with all chapters of this manual. Make sure the proposed project meets all of the described requirements.
- Download the Recycling Program Grants Manual and required application forms available for download at http://azdeq.gov/environ/waste/solid/funding.html.
- Complete the narrative portion of your application being sure to respond to all items required and identified in this manual. Include all required schedules and attachments that are pertinent to your application.
- All applications must be single spaced, **with no less than 10-point type size**. The narrative portion of the application shall total no more than two double-sided sheets of recycled content paper (8.5"x11") not including the following attachments: (1) Signed Recycling Program Grant Application Form, (2) Disclosure Form, and (3) Budget Form and narrative description of budget. Narrative description of budget should be double-sided if longer than one page.
- Submit one stapled original and 15 stapled copies of the grant application package. **No binders, folders, or paper clips please.** Your package must be submitted in a sealed envelope or package. The original copy of the application must be clearly labeled "original" and must include the original *Grant Application Form* with an original ink signature by a person who is legally authorized to enter into an agreement on behalf of the applicant.
- Do not send additional attachments with your application, for example, magazines, articles, product samples, etc. Provide only the application and attachments as stated in the grants manual.
- The application must be formatted and submitted in the sequence requested and must include page numbers. *ADEQ will not provide any reimbursement for the cost of developing or presenting applications.* Failure to include requested information may result in the rejection of your application or may have a negative impact on the evaluation of the application.
- Submit the completed grant application package by the deadline identified in this manual.
- **Late applications will not be accepted.**
- The Department may conduct discussions, request additional information, suggest changes to the application, and negotiate project price adjustments. If discussions/negotiations are conducted, applicants may be invited to modify their applications. ADEQ reserves the right to award grants for less monies than requested.

- ADEQ cannot accept submissions via fax or e-mail. The application must be physically delivered or mailed in paper copy.
- Mail applications to ADEQ 1110 West Washington Street, Attn: Recycling Program, 4th Floor, Phoenix, Arizona 85007 or hand deliver to ADEQ 1110 West Washington Street, Phoenix, Arizona 85007

Recycling Grant Match Requirements

Private enterprise match requirements

- Private enterprises shall provide **100 percent Monetary Match** of the requested funding amount. In-Kind Match will not be accepted.
  - Example - if $60,000 is requested from ADEQ, the applicant must provide a 100% monetary match of $60,000.

Political subdivisions/Tribal Governments match requirements

- Political subdivisions and tribal governments shall provide a **50 percent match** of the requested funding amount. 50% of the required match must be a monetary match.
  - Example – if $60,000 is requested from ADEQ, the applicant must provide a 50% match, which would be $30,000. Of that match, $15,000 (or 50%) must be provided in monetary match.

Non-profit organization match requirements

- Non-profit organizations shall provide a **50 percent match** of the requested funding amount. 50% of the required match must be a monetary match.
  - Example – if $60,000 is requested from ADEQ, the applicant must provide a 50% match, which would be $30,000. Of that match, $15,000 (or 50%) must be provided in monetary match.

In-Kind Match provided by political subdivisions, tribal governments and non-profit organizations

- Some examples that meet the in-kind match requirements include: in-kind services such as donated labor, office space, equipment usage, existing building usage, and base salaries of existing employees (not to include employee related expenses). These assets shall be prorated to reflect the period of this project only.
- In-Kind Match shall not include indirect or overhead costs, employee related expenses, legal or land acquisition fees, permits, licenses, taxes or other fees.
- Volunteer time shall be assessed at minimum wage. Key Personnel time shall be assessed based upon the type of professional services provided. If you have questions about whether your In-Kind Match will be acceptable, please contact the appropriate Grant Coordinator (see *Staff Assistance on page 4*) for clarification.
- Match sources and/or activities must be pertinent to the proposed project.
- Match amounts must be fully identified in the proposed Budget.
- The entity providing match and associated cost must be identified.

Note: All matching fund contributions or expenditures must occur within the effective dates of the Grant Agreement. ADEQ has the right to disallow contributions determined inappropriate or unreasonable.

Chapter 3
Waste Reduction Assistance

Objective
The objective of the WRA program is to provide recycling opportunities to all Arizonans, and to provide funding assistance to projects that divert significant amounts of materials from the solid waste stream or are a component of a comprehensive program designed to achieve high diversion levels. WRA projects may include a small public awareness component, but must have a component that diverts material from the waste stream.

Available WRA Funds

- Private enterprises and non-profit organizations may request a maximum of **$100,000** of WRA funds per application. Applications for more than the maximum amount shall not be considered.
- Political subdivisions and Tribal governments may request a maximum of **$200,000** of WRA funds per application. Applications for more than the maximum amount shall not be considered.
- Any eligible organization may request a maximum of **$350,000** of WRA funds to establish a new Material Recovery Facility.
- WRA funds may be used to pay for equipment, vehicles, construction related costs or new personnel.

WRA Grant Eligible Projects

All projects submitted must have a primary focus of providing recycling opportunities to Arizona residents and/or diverting significant amounts of materials from the solid waste stream. New or innovative ideas are encouraged along with established concepts. All programs should attempt to increase their effectiveness or scope by coordinating with existing resources.

The following is a sample listing of projects which may be submitted in response to this request. The list is not all inclusive; other projects which the applicant chooses are encouraged to be submitted. This list represents examples only and should not be viewed as restrictive.

Recycling Collection Programs

- Establish a multi-unit housing collection program
- Implement a new residential curbside recycling collection program
- Expand a current residential recycling collection program by increasing the number of residents served and/or adding additional material types accepted in the program
- Establish a community recycling drop-off location

Compact Florescent Light (CFL) Recycling

- Conduct a one day or periodic residential CFL collection event whether such an event has been held in the past or not
- Establish a permanent residential CFL facility or collection program
  - Note: The mercury from the CFLs must be properly collected and recycled

Construction and Demolition Debris

- Establish a new, or expand an existing, MRF that accepts construction and demolition debris
- Establish a Construction and Demolition Debris collection program

Green Waste and Composting

- Implement a new Green Waste curbside recycling collection program
- Establish or expand a permanent Green Waste and/or Composting facility or collection program

Material Recovery Facility (MRF)

- Establish a permanent MRF that accepts at least three of the following commodities: newspaper, cardboard, aluminum, steel cans, plastic or glass
- Expand an existing MRF to increase the amount of materials being processed

Public Venue Recycling

- Provide recycling opportunities in public venues (for example, but not limited to, entertainment venues, malls and shopping centers, parks)

Household Hazardous Waste (HHW)

- Conduct a one day or periodic HHW collection event whether such an event has been held in the past or not
- Establish a permanent HHW facility or collection program

Electronic Equipment Recycling

- Conduct a one day or periodic Electronics Equipment (for example, but not limited to, computers, monitors, audio, video) collection event whether such an event has been held in the past or not
- Establish a permanent Electronics Equipment (for example, but not limited to, computers, monitors, audio, video) collection facility or program
    - Note: Electronic equipment and personal electronics may be collected together

Personal Electronics Recycling

- Conduct a one day or periodic Personal Electronics (for example, but not limited to, cell phones, portable audio, PDAs, pagers) collection event whether such an event has been held in the past or not
- Establish a permanent Personal Electronics (for example, but not limited to, cell phones, portable audio, PDAs, pagers) collection facility or program
    - Note: Electronic equipment and personal electronics may be collected together

Recycling Market Development

- Create a market for products created from recycled materials (i.e. glass or plastics)
- Processing of recycled materials collected in Arizona into new products

WRA Application Outline

Grant Applications **must be structured and submitted in the outline format provided below**. This information is listed in the order of importance and will be used by the evaluation committee during the evaluation process. Make sure the information you provide clearly describes your project. The evaluation committee will be guided by the information you provide.

The application should be formatted as shown below

1) Goal of the Project
Applications will be evaluated based on whether its stated goal is worthy, practical and achievable within the scope of work and how well it fits the category in which it has applied.
State the following in your application:

- State the goal of the proposed project
- Explain why the project is being implemented

2) Solid Waste Impact and Community Need
Applications will be evaluated on how the project will impact the solid waste stream. This will include the amount of material (tonnage) diverted, the type of material, the area of the state affected, and the community's need. Applications will also be evaluated on the indirect benefits to the community in which the project is taking place. Examples of indirect benefits may include jobs created in an economically depressed area, environmental cleanups, or benefits to non-profit organizations. State the following in your application:

- State the project's impact on the solid waste stream
- Provide information on the amount (tonnage) and type of material(s) being diverted from the waste stream
- Explain how the project will impact/benefit the community. If applicable, list any economic benefits, jobs created, environmental benefits, or services provided to the community

3) Partnerships and Organization Background
Applications will be evaluated on the partnerships that are developed and the benefits partners bring to the project. Applications will also be evaluated on the applicant's organizational background, experience and past performance with relation to similar projects. State the following in your application:

- List what each partner, including the lead organization, will be contributing to the project
- Provide a brief summary of the lead organization and partner(s) background
- Describe any past work the lead organization or partner(s) have done in this area of solid waste management
- Describe your Key Personnel's experience. Applicants shall provide Key Personnel information about the personnel who would be performing the day to day work and management of the project. Resumes of Key Personnel and letters of support must be submitted with the application

4) Methodology, Time Line/Tasks and Deliverables
Applications will be evaluated based on the methodology, time line and tasks used to complete the project. Applications will also be evaluated on the value of the deliverables produced by the project

and the transferability of information and experience gained in undertaking the project. Examples of deliverables may include pamphlets, videos, or advertisements. Please complete a time line as shown in Example A (page 30). State the following in your application:

- Complete the Time Line, Tasks, & Deliverables Form (Attachment 4)
- Describe the steps and actions that will be taken to complete the project
- Describe the evaluation method and/or deliverables the project will generate which may include, but are not limited to, newspaper articles, pamphlets, videos, educational materials, materials diverted from the waste stream, and services provided to the community
- The following deliverables are required and should be incorporated into the time line Four quarterly reports and a separate final report due at the end of the project term

5) Budget Form and Narrative

The budget should support the proposed project. It should be accurate and complete. Any item for which funding is requested should be reasonable and justified in the budget narrative. All required match must be clearly identified in the budget form and narrative. State the following in your application:

- Complete the budget form (Attachment 3) with the costs associated with the project. List in-kind and monetary matches in accordance with sections 1.11 and 1.15 listed in the Terms and Conditions (p. 20)
- Provide a narrative description of the budget that corresponds with and clearly explains and justifies the costs listed on the budget form of the proposed project

Chapter 4
Waste Reduction Initiative Through Education

Objective
The objective of the WRITE program is to provide all Arizonans with the information and education needed to increase awareness on how to properly reduce and dispose of solid waste, and to encourage participation in source reduction, reuse, and recycling opportunities. WRITE projects should communicate the importance of conserving natural resources and the benefits of reducing, reusing, recycling, buying recycled products, composting and/or properly disposing of solid waste.

Available WRITE Funds

- All eligible applicants may request a maximum of **$60,000** of WRITE funds per application. Applications for more than the maximum amount shall not be considered.

WRITE Grant Eligible Projects

All projects submitted must have the primary focus of providing Arizona citizens with the information and education needed to increase awareness of properly reducing and disposing of solid waste and to encourage participation in source reduction, reuse, and recycling. New or innovative ideas are encouraged along with established concepts. All programs should attempt to increase their impact in effectiveness or scope by coordinating with existing resources.

The following is a sample listing of projects which may be submitted in response to this request. The list is not all inclusive and other projects which the applicant chooses are encouraged to be submitted. This list represents examples only and should not be viewed as restricting creativity or innovation except where noted.

Educational Programs and Curriculum for Youth

- Develop programs/curriculum aimed at educating school age children
- Develop programs/curriculum aimed at educating High School students

Community Education Campaigns

- Develop and implement programs designed to educate residents on new or existing curbside recycling or drop-off programs offered in their community
- Develop and implement programs designed to educate residents on the proper disposal of solid waste and the negative impacts of illegal dumping.
- Develop programs designed to educate Arizona residents on the need and importance of recycling, source reduction, reuse and composting
- Mass media advertising campaigns designed to educate Arizona residents on the need and importance of recycling, source reduction, reuse and composting

Workshops and Seminars

- Coordinate workshops or seminars aimed at educating specific industries or stakeholder groups
- Display and demonstration projects
- Technical Assistance workshops

WRITE Application Outline

Grant Applications **must be structured and submitted in the outline format provided below**. This information is listed in the order of importance and will be used by the evaluation committee during the evaluation process. Make sure the information you provide clearly describes your project. The evaluation committee will be guided by the information you provide.

The application should be formatted as shown below

1) Goal of the Project

Applications will be evaluated based on whether its stated goal is worthy, practical and achievable within the scope of work and how well it fits the category in which it has applied. State the following in your application:

- State the goal of the proposed project
- Explain the need for the project's solid waste education/awareness

2) Education Impact and Community Need

Applications will be evaluated on how the project will impact the target community and the need for the project's education/awareness efforts in the community. State the following in your application:

- State how the project will have an impact on the recycling/solid waste stream
- Explain how the project will impact/benefit the community. If applicable, list any economic benefits, jobs created, environmental benefits, or services provided to the community

3) Organization Background and Partnerships

Applications will be evaluated on the applicant's organizational background, experience and past performance with relation to similar projects. Applications will also be evaluated on the partnerships that are developed and the benefits partners bring to the project. State the following in your application:

- Provide a brief summary of the lead organization and partner(s) background
- List what each partner, including the lead organization, will be contributing to the project
- Describe any past work the lead organization or partner(s) have done in this area of solid waste management
- Describe your Key Personnel's experience. Applicants shall provide Key Personnel information about the personnel who would be performing the day to day work and management of the project. Resumes of Key Personnel and letters of support must be submitted with the application

4) Methodology, Time Line/Tasks and Deliverables

Applications will be evaluated based on the methodology, time line and tasks used to complete the project. Applications will also be evaluated on the value of the deliverables produced by the project and the transferability of information and experience gained in undertaking the project. Examples of deliverables may include pamphlets, videos, or advertisements. Please complete a time line as shown in Example A (page 30). State the following in your application:

- Complete the Time Line, Tasks, & Deliverables Form
- Describe the steps and actions that will be taken to complete the project
- Describe the evaluation method and/or deliverables the project will generate which may include, but are not limited to, newspaper articles, pamphlets, videos, educational

materials, materials diverted from the waste stream, and services provided to the community
- The following deliverables are required and should be incorporated into the time line Four quarterly reports and a separate final report due at the end of the project term

5) Budget Form and Narrative

The budget should support the proposed project. It should be accurate and complete. Any item for which funding is requested should be reasonable and justified in the budget narrative. All required match must be clearly identified in the budget form and narrative. State the following in your application:

- Complete the budget form (Attachment 3) with the costs associated with the project. List in-kind and monetary matches in accordance with sections 1.11 and 1.15 listed in the Terms and Conditions (p. 20)
- Provide a narrative description of the budget that corresponds with and clearly explains and justifies the costs listed on the budget form of the proposed project

Chapter 5
Recycling Research and Development

Objective
The objective of the RR&D program is to provide funding assistance to projects that develop tools and ideas, and create knowledge that will help divert significant amounts of materials from the solid waste stream in the future.

Available RR&D Funds
All eligible applicants may request a maximum of **$60,000** of RR&D funds per application. Applications for more than the maximum amount shall not be considered.

RR&D Eligible Grant Projects

The following is a sample listing of projects which may be submitted in response to this request. The list is not all inclusive and other projects which the applicant chooses are encouraged to be submitted. This list represents examples only and should not be viewed as restricting creativity or innovation.

All projects submitted should have a long term focus of diverting material from landfills, reducing solid waste at its source, and new reuse applications for solid waste. New or innovative ideas are encouraged. All programs should attempt to increase their impact in effectiveness or scope by coordinating with existing promotional and/or educational resources.

- Technology development
- Recycled content product development
- Feasibility studies
- Solid waste audits
- Market development
- Other solid waste reduction concepts.

RR&D Application Outline

Grant Applications **must be structured and submitted in the outline format provided below**. This information is listed in the order of importance and will be used by the evaluation committee during the evaluation process. Make sure the information you provide clearly describes your project. The evaluation committee will be guided by the information you provide.

The application should be formatted as shown below

1) Goal of the Project
Each application will be evaluated based on whether its stated goal is worthy, practical and achievable within the scope of work and how well it fits the category in which it has applied. State the following in your application:

- State the goal of the proposed project
- State the project's long-term future impact on the solid waste stream
- Explain how the project will provide a future benefit to the recycling community

2) Organization Background and Partnerships
Applications will be evaluated on the applicant's organizational background, experience and past performance with relation to similar projects. Applications will also be evaluated on the partnerships that are developed and the benefits partners bring to the project. State the following in your application:

- Provide a brief summary of the lead organization and partner(s) background
- List what each partner, including the lead organization, will be contributing to the project
- Describe any past work the lead organization or partner(s) have done in this area of solid waste management
- Describe your Key Personnel's experience. Applicants shall provide Key Personnel information about the personnel who would be performing the day to day work and management of the project. Resumes of Key Personnel and letters of support must be submitted with the application

3) Long Term Solid Waste/Recycling and Community Impact
Applications will be evaluated on how the project will potentially impact the solid waste stream in the future. Applications will also be evaluated on the indirect benefits to the recycling community such as the transferability of the information and data gained through research, and the application of any new technology to recycling programs around the state and nation. State the following in your application:

- State how the project will have an impact on the solid waste stream
- Provide the amount (tonnage) and type of material potentially diverted
- State the area or portion of the state potentially impacted, and the need
- Explain how the project will impact/benefit the community. If applicable, list any economic benefits, jobs created, environmental benefits, or services provided to the community

4) Methodology, Time Line/Tasks and Deliverables
Applications will be evaluated based on the methodology, time line and tasks used to complete the project. Applications will also be evaluated on the value of the deliverables produced by the project

and the transferability of information and experience gained in undertaking the project. Examples of deliverables may include pamphlets, videos, or advertisements. Please complete a time line as shown in Example A (page 30). State the following in your application:

- Complete the Time Line, Tasks, & Deliverables Form (Attachment 4)
- Describe the steps and actions that will be taken to complete the project
- Describe the evaluation method and/or deliverables the project will generate which may include, but are not limited to, newspaper articles, pamphlets, videos, educational materials, materials diverted from the waste stream, and services provided to the community
- The following deliverables are required and should be incorporated into the time line Four quarterly reports and a separate final report due at the end of the project term

5) Budget Form and Narrative

The budget should support the proposed project. It should be accurate and complete. Any item for which funding is requested should be reasonable and justified in the budget narrative. All required match must be clearly identified in the budget form and narrative. State the following in your application:

- Complete the budget form (Attachment 3) with the costs associated with the project. List in-kind and monetary matches in accordance with sections 1.11 and 1.15 listed in the Terms and Conditions (p. 20)
- Provide a narrative description of the budget that corresponds with and clearly explains and justifies the costs listed on the budget form of the proposed project

Chapter 6
Duties and Responsibilities

Record Keeping and Reporting Requirements

1. A file must be dedicated to this grant agreement and all records relevant to this project shall be retained by the Grantee for five years after the final report is submitted.

2. Quarterly reports shall be submitted as agreed upon in the Task and Payment Schedule. All quarterly reports and/or payment requests shall include, but are not limited to: a Budget form, a narrative progress report, a Request for Reimbursement (as applicable) and photographs (if applicable).

A. The Budget must track the approved budget and report the budget expenditures (grant expenditures and match expenditures) for the current period

B. The narrative progress report shall adequately discuss progress in completing the approved project Tasks and Deliverables and discuss any delays or problems preventing expeditious completion of the project

C. Reimbursements will only be made if quarterly status reports are up-to-date

D. Photographs and serial numbers of any equipment purchased under the grant agreement must be submitted with quarterly reports

3. Reports shall be in electronic format (on either a CD or sent via e-mail). A paper copy of the reports shall be provided to ADEQ in addition to the electronic submittal.

4. The Grantee is responsible for maintaining all records including supporting documentation adequate to demonstrate that costs claimed have been incurred, are applicable to the Grant, and comply with applicable cost principles. For any budget expenditures, the following documentation, if applicable, will be maintained by the grantee and made available to ADEQ upon request.

A. Employee related expense detail and explanation

B. An itemization of per diem rates, equipment rental/usage rates, etc.

C. Copies (or originals) of time sheets for employees and/or volunteers, with employee's and Supervisor's signature, noting dates, hours, and projects worked

D. Copies (or originals) of logs/schedules for equipment usage, signed statements noting fair market value for in-kind donations of materials or supplies

E. Copies or originals of vendor invoices for materials, supplies, equipment, etc.

Note: *All matching fund contributions or expenditures must occur within the effective dates of the Grant Agreement. ADEQ has the right to disallow contributions determined inappropriate or unreasonable*.

5. At the end of the project, a final budget report and final narrative report must be submitted and approved by ADEQ. The final narrative report shall include at a minimum: a summary of the project goals and objectives, project results or outcomes (including any data or photos), aspects of the project that worked well and things that did not work well, any public involvement and coordination and future activity recommendations for the project. ADEQ will not disburse final payment until the final report and all requirements of the Grant Agreement have been fulfilled.

Recycling Program Grant Agreement
Terms and Conditions

1.0 **Definition of Terms**
1.1 *"**Applicant**"* means a person, firm, or other organization that submits or is considering submitting an application.
1.2 *"**Application**"* means a response submitted pursuant to a Request for Grant Applications (RFGA).
1.3 *"**Days**"* means calendar days unless otherwise specified.
1.4 *"**Department**"* means the Arizona Department of Environmental Quality (ADEQ).
1.5 *"**Director**"* means the Director of ADEQ.
1.6 "***Equipment***" means tangible, nonexpendable, personal property, including supplies, having useful life of more than one year and an acquisition cost of $1,000 or more per unit.
1.7 *"**Grant Agreement**"* means the RFGA (including the manual referenced in the RFGA) and the application (including any revisions requested by the Department) and any Grant Agreement Amendments.
1.8 *"**Grant Agreement Amendment**"* means a written document, signed by an authorized representative of both parties for the purpose of making changes to the Grant Agreement.
1.9 *"**Gratuity**"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
1.10 *"**Grantee**"* means an applicant that is awarded a Grant Agreement.
1.11 *"**In-Kind Match**"* means grantee in-kind resources and may include use of equipment, salaries of existing employees, project-specific operating costs (such as costs of **additional** insurance required as a direct result of your project) and other in-kind resources.
1.12 *"**Key Personnel**"* means those persons whose experience and knowledge is professional in nature as opposed to clerical. Professional work is that which is predominantly intellectual, varied in character (as opposed to routine, manual, mechanical, or physical), and involves the consistent exercise of discretion and judgment in the theoretical principles and techniques of a recognized field of science or learning.
1.13 *"**Key Personnel Volunteer**"* means any person who does not receive monetary compensation for the work contributed to the project and who has been listed as Key Personnel.
1.14 *"**Manual**"* means the ADEQ Recycling Program Grant Manual.
1.15 "***Monetary Match***" means grantee funds used to purchase supplies, equipment, structures, land and the hiring of new personnel. (Existing employees must be listed as in-kind match.)
1.16 "***Partner***" means an organization or person that is contributing equally to the project and is not a paid subcontractor.
1.17 *"**Records**"* means all books, accounts, reports, files and other records relating to this Grant Agreement.
1.18 *"**Request for Grant Applications**"* means the document the Department utilizes to request applications.
1.19 *"**Subcontract**"* means any contractual Grant Agreement, express or implied, between the Grantee and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Grant Agreement.
1.20 "***Volunteer***" means any person who does not receive monetary compensation for the work contributed to the project and who has not been listed as Key Personnel.
2.0 **Grant Agreement Interpretation**
2.1 ***Arizona Law.*** This Grant Agreement shall be interpreted under Arizona law and, if applicable, under federal law. The Department is authorized to enter into Grant Agreements by Arizona Revised

Statutes (A.R.S.) Title 49. The Department is soliciting grants using the process given in A.R.S. Title 41, Chapter 24.

2.2 ***Implied Terms*.** Each provision of law and any terms required by law to be in this Grant Agreement are a part of this Grant Agreement as if fully stated in it.

2.3 ***Language and Marginal Headings*.** Language as used in this Grant Agreement shall include the plural as well as the singular and the masculine, feminine and neuter genders.

Marginal headings are included for ease of reading only and shall have no effect on the construction or interpretation of this Grant Agreement.

2.4 ***Relationship of Parties.*** Neither party to this Grant Agreement shall be deemed to be the employee or agent of the other party.

2.5 ***Lobbying*.** Grantee shall not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. 41-1231 et.seq., using monies awarded under this Grant Agreement. Upon award of this Grant Agreement, Grantee shall disclose all lobbying activities to ADEQ to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Grantee shall implement and maintain adequate controls to assure that monies awarded under a Grant shall not be used for lobbying. All proposed Grantees shall be subject to the same lobbying provisions stated above. Grantee must include anti-lobbying provisions in all Grant Agreements with subcontractors.

2.6 ***Severability*.** The provisions of this Grant Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Grant Agreement.

2.7 ***No Parole Evidence*.** This Grant Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

2.8 ***No Waiver*.** Either party's failure to insist on strict performance of any term or condition of the Grant Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 **Grant Agreement Administration and Operation**

3.1 ***Project Period*.** The Department agrees to reimburse Grantees for work activities performed during the project period as described in this Grant Agreement. The Department is not required to reimburse Grantee for any work activities initiated prior to execution of this Grant Agreement or after the project period has elapsed. The Grantee understands that the Department may terminate this Grant Agreement (see paragraph 14.5 of this Grant Agreement), if the project is not initiated within three months after entering into this Grant Agreement. The Department may choose to extend the project period, if requested by the Grantee by executing a Grant Agreement Amendment (see 5.1, Grant Agreement Amendments).

3.2 ***Reports*.** A budget report and a narrative report shall be submitted on a calendar quarterly basis. Reports shall be sent to the Department as agreed upon in the Task and Payment Schedule. Reports shall be in electronic format (disk or e-mail). A paper copy of the reports shall be mailed to the Department in addition to the electronic submittal. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures, photos of equipment purchased, and a narrative of the project's progress, as applicable. Grantee must obtain pre-approval from the ADEQ before any funds are relocated from the original/approved budget. The Grantee is responsible for responding to any inquiries from the Department. At the end of the project, a final budget report and a final narrative report must be submitted and approved by the Department. The final narrative report shall include at a minimum: a summary of the project goals and objectives, project results or outcomes (including any data or photos), aspects of the project that worked well and things that did not work well, any public involvement and coordination and future activity recommendations for the Recycling Program. An electronic format of the final report is required to close out the project. The Department will not disburse final payment until the final report and all requirements of the Grant Agreement have been fulfilled. All remaining grant funds or outstanding grant funds must be reconciled.

3.3 ***Records and Audit.*** Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain and shall contractually require each subcontractor to retain all Records for a period of five years after the completion of the Grant Agreement. Upon request, the Grantee shall produce a legible copy of any or all such Records. All Records shall be subject to inspection and audit by the Department, and where applicable the Federal Government, at reasonable times.

3.4 ***Printing Credit.*** Items such as brochures, advertisements, videos, maps, and technical reports developed for the project must be approved by ADEQ prior to printing or displaying information. These items shall include the statement "Funded by a grant from the Arizona Department of Environmental Quality."

3.5 ***Recycled Materials.*** To the extent possible, printed materials shall be on recycled paper with the statement, "Printed on Recycled Paper," printed on the cover sheet.

3.6 ***Nondiscrimination.*** The Grantee shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Grantee shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

3.7 ***Inspection.*** The Grantee agrees to permit access to its facilities and subcontractor facilities at reasonable times for inspection of the materials covered under this Grant Agreement.

3.8 ***Advertising and Promotion of Grant Agreement.*** The Grantee shall not advertise or publish information for commercial benefit concerning this Grant Agreement without the prior written approval of the Department.

3.9 ***Ownership of Information.*** Title to all documents, reports and other materials prepared by the Grantee in performance of this Grant Agreement shall rest in the Department, except for copyrighted material prepared in advance of this Grant Agreement by the Grantee at the expense of the Grantee. ADEQ shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Grant Agreement, except for copyrighted material as provided in 6.1.2 of this Grant Agreement. The Grantee shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Grant Agreement.

3.10 ***Equipment.*** Unless written exceptions are given by ADEQ, any purchase of equipment made with any funds provided by ADEQ shall be used for the purposes specified in the Grant Agreement for the period of at least three years from the purchase date, to include maintaining appropriate insurance and registration. ADEQ strongly recommends the purchase of equipment that is made with recycled content material when it is applicable. Serial and/or vendor numbers, and photographs shall be provided to ADEQ within 90 days after receipt of the purchased equipment.

3.10.1 All equipment purchased with ADEQ funding shall be used solely for the project funded. All purchased equipment shall be used for business use only and not for personal use. All purchased equipment shall be used, or stored when not in use, in the state of Arizona only.

3.10.2 Funding shall not be used to purchase luxury vehicles with luxury equipment. ADEQ will determine if a vehicle or equipment is considered luxury.

3.10.3 Non-compliance may be considered a default as per Item 14.6, Termination for Default. This could lead to a demand for reimbursement to ADEQ for its share of the equipment purchased.

3.10.4 ADEQ reserves the right to file a Financing Statement (Form UCC-1) with respect to any equipment purchased with any ADEQ funds.

3.10.5 All equipment and/or vehicles that are purchased with ADEQ funding must be a hybrid, meet low-GHG emissions standards, or use E-85 fuel, biofuels or other low-GHG alternative fuels (TLU-13).

3.10.6 Grantee's shall keep a mileage or hour usage log and submit the mileage log with each quarterly report for all vehicles and equipment purchased with ADEQ funding. Mileage will be reimbursed based on the State rates shown in the General Accounting Office (GAO) manuals travel

policy section II-D6, otherwise, it will be a monetary match. Visit the GAO web site at http://www.gao.state.az.us for details.

3.10.7 The Grantee shall provide coverage for property losses due to insured perils on an all risk basis for any property in the care, custody or control of this Grant Agreement for full replacement value.

3.11 ***Operation and Maintenance.*** Any management practices implemented for the project must be properly operated and maintained for the intended purposes or as defined in the special conditions of the Grant Agreement. Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practices safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail.

3.13 ***Land Purchase and Lease.*** Any purchase or lease of land required to implement the project agreed upon must be completed prior to execution of the grant agreement. Zoning and permit approval must also be in place prior to grant execution. Copies of appropriate documentation showing the land purchase or lease, along with appropriate permits, will be required.

4.0 **Grant Funding**

4.1 ***Use of Grant Funds.*** Awarded grant funds shall be used solely for eligible purposes as approved by the Department. Requested funding is considered estimates of costs and shall not be exceeded by the Grantee unless otherwise amended. Requested funds shall not be used to pay for existing personnel. Existing personnel must be listed as in-kind match only.

4.2 ***Funding Disbursement.***

4.2.1 Grant funds shall be expended only as authorized under the terms of this Grant Agreement.

4.2.2 All matching fund contributions or expenditures must occur within the effective dates of the Grant Agreement. If requested by ADEQ, grantee shall provide a detailed account of expenditures under this grant.

4.2.3 All requests for reimbursement shall be accompanied by reasonable assurance (documentation, receipts, and invoices) that the goods and services for which payment is requested were actually received and performed. The Department has the right to disallow contributions determined inappropriate or unreasonable.

4.2.4 Payments will be made upon approval by the Department.

4.3 ***Applicable Taxes.***

4.3.1 The Department shall reimburse only the rate and/or amount of taxes identified in the grant application and included in the costs within the approved budget or in any resulting Grant Agreement.

4.3.2 The Department is subject to all applicable state and local transaction privilege taxes.

Transaction privilege taxes apply to the sale and are the responsibility of the Grantee to remit. Failure to collect taxes from the buyer does not relieve the seller from the obligation to remit taxes.

4.3.3 Grantee and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Grantee. The Grantee shall, and require all subcontractors to hold the Department harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 In order to receive payment under any resulting Grant Agreement, the Grantee shall have a current IRS-W9 Form on file with the Department.

4.4 ***Non-Availability of Funds.*** Every payment obligation of the Department under this Grant Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not appropriated, allocated, or available for the continuance of this Grant Agreement, this Grant Agreement may be terminated by the Department at the end of the period for which funds are available. No liability shall accrue to the Department in the event this provision is exercised, and the Department shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

5.0 **Grant Agreement Changes**

5.1 ***Grant Agreement Amendments.*** The Grant Agreement shall be modified only through a Grant Agreement Amendment. Unauthorized changes to this Grant Agreement shall be void and without effect, and the Grantee shall not be entitled to any claim under this Grant Agreement based on those changes.

5.2 ***Subcontracts*.** The Grantee shall not enter into any Subcontract under this Grant Agreement without consideration for impact on the project. Grantee shall report any Subcontract awards or changes as part of that calendar quarter's narrative report (see 3.2, Reports). The Subcontract shall incorporate by reference the terms and conditions of this Grant Agreement.

5.3 ***Assignment and Delegation*.** The Grantee shall not assign any right nor delegate any duty under this Grant Agreement without the prior written consent of the Department. The State shall not unreasonably withhold consent. Both parties agree that it is reasonable to withhold consent where the Department determines that an assignment or delegation would not be advantageous to the State of Arizona or would be contrary to the purposes of the Recycling Grant Program.

6.0 **Indemnification and Insurance**

6.1 ***Indemnification Clause.*** Grantee shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Grantee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Grantee from and against any and all claims. It is agreed that Grantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Grant Agreement, the Grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Grantee for the State of Arizona. *This indemnity shall not apply if the Grantee or subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.*

6.2 ***Insurance Requirements.*** Grantee and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Grant Agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, its agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Grant Agreement and in no way limit the indemnity covenants contained in this Grant Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that might arise out of the performance of the work under this Grant Agreement by the Grantee, its agents, representatives, employees or subcontractors, and Grantee is free to purchase additional insurance.

6.2.1 ***Minimum Scope and Limits of Insurance.*** Grantee shall provide coverage with limits of liability not less than those stated below.

6.2.2 ***Commercial General Liability – Occurrence Form.*** Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000

Blanket Contractual Liability – Written and Oral $1,000,000
Fire Legal Liability $ 50,000
Each Occurrence $1,000,000

6.2.2.1The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee."

6.2.2.2 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

6.2.3 ***Automobile Liability.*** Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

6.2.3.1 The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee, involving automobiles owned, leased, hired or borrowed by the Grantee."

6.2.4 ***Worker's Compensation and Employer' Liability.***

Worker's Compensation Statutory
Employers' Liability
Each Accident $ 500,000
Disease – Each Employee $ 500,000
Disease – Policy Limit $1,000,000

6.2.4.1 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

6.2.4.2 This requirement shall not apply to: Separately, EACH Grantee or subcontractor exempt under A.R.S. 23-901, AND when such Grantee or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

6.2.5 ***Professional Liability (Errors and Omissions Liability).***

Each Claim $1,000,000
Annual Aggregate $2,000,000

6.2.5.1 In the event that the professional liability insurance required by this Grant Agreement is written on a claims-made basis, Grantee warrants that any retroactive date under the policy shall precede the effective date of this Grant Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning at the time work under this Grant Agreement is completed.

6.2.5.2 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

6.2.5.3 The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Grant Agreement.

6.2.6 ***Additional Insurance Requirements.*** The policies shall include, or be endorsed to include, the following provisions:

6.2.6.1 The State of Arizona, its department, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Grantee, even if those limits of liability are in excess of those required by the Grant Agreement.

6.2.6.2 The Grantee's insurance coverage shall not be limited to the liability assumed under the indemnification provisions of this Grant Agreement.

6.2.7 ***Notice of Cancellation.*** Each insurance policy required by the insurance provisions of this Grant Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the State of Arizona Department of Environmental Quality, Attn: Waste Programs Division, Recycling Program, 1110 W. Washington Street, Phoenix, Arizona 85007, and shall be sent by certified mail, return receipt requested.

6.2.8 ***Acceptability of Insurers.*** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.

6.2.9 ***Verification of Coverage.*** Grantee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Grant Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

6.2.9.1 All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Grant Agreement must be in effect at or prior to commencement of work under this Grant Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Grant Agreement, or to provide evidence of renewal, is a material breach of this Grant Agreement.

6.2.9.2 All certificates required by this Grant Agreement shall be sent directly to the State of Arizona Department of Environmental Quality, Attn: Contracts and Procurement, 1110 W. Washington Street, Phoenix, Arizona 85007. The State of Arizona Grant Agreement number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Grant Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

6.2.10 ***Subcontractors.*** Grantees' certificate(s) shall include all subcontractors as insureds under its policies or Grantee shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

6.2.11 ***Approval.*** Any modification or variation from the insurance requirements in this Grant Agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Amendment, but may be made by administrative action.

6.2.12 ***Exceptions.*** In the event the Grantee or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Grantee or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

7.0 **No Obligation in Excess of Appropriations.** Nothing in this Grant Agreement shall be construed as obligating the Department in the expenditure of funds or as involving the Department in any contract or other obligation of the future payment of money in excess of appropriations authorized by law and budgeted and approved by the Department.

8.0 **Patent and Copyright.** The Grantee shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Grant Agreement performance or use by the State of materials furnished or work performed under this Grant Agreement. The State shall reasonably notify the Grantee of any claim for which it may be liable under this paragraph.

9.0 **Third Party Antitrust Violations.** The Grantee assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Grantee, toward fulfillment of this Grant Agreement.

10.0 **Key Personnel.** It is essential that the Grantee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Grant Agreement. The Grantee must assign specific individuals to the key positions. Once assigned to work under the Grant Agreement, Grantees shall not remove or replace key personnel without consideration for impact to the project and the prior written approval of the Grant Manager. The Grantee shall bear all transitional expenses incurred due to replacement of Key Personnel.

11.0 **Compliance with Applicable Laws.** The materials and services supplies under this Grant Agreement shall comply with all applicable Federal, state and local laws. Grantee shall maintain and comply with all applicable licenses and permit requirements.

12.0 **Grantee's Representations and Warranties.** All representations and warranties made by the Grantee under this Grant Agreement and within the application shall survive the expiration or termination of the Grant Agreement. In addition, the parties acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, chapter 5.

13.0 **Department's Contractual Remedies**

13.1 ***Right to Assurance.*** If the Department in good faith has reason to believe that the Grantee does not intend to, or is unable to perform or continue performing under this Grant Agreement, the Department may demand in writing that the Grantee give a written assurance of intent to perform. Failure by the Grantee to provide written assurance within the number of days specified in the demand may, at the Department's option, be the basis for terminating the Grant Agreement.

13.2 ***Non-exclusive Remedies.*** The rights and the remedies of the State under this Grant Agreement are not exclusive.

14.0 **Grant Agreement Termination**

14.1 ***Conflict of Interest.*** The Grantee shall submit a written disclosure of any business or financial relationship having a monetary worth exceeding $50,000, that the Grantee, relative of the Grantee, individual employee, subcontractor(s) or relative(s) of subcontractor(s) may have with respect to this Grant Agreement. The period of disclosure shall be one fiscal year period immediately preceding this Grant Agreement, as established by the Grantee's standard accounting practices, and during the term of any resultant Grant Agreement.

14.2 ***Cancellation for Conflict of Interest.*** Pursuant to A.R.S. § 38-511, the State may cancel this Grant Agreement after Grant Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Grant Agreement on behalf of the State is or becomes at any time while the Grant Agreement or an extension of the Grant Agreement is in effect an employee of or a consultant to any other party to this Grant Agreement with respect to the subject matter of the Grant Agreement. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time.

If the Grantee is a political subdivision of the State of Arizona, it may also cancel this Grant Agreement as provided in A.R.S. § 38-511.

14.3 ***Gratuities.*** The Department may, by written notice, terminate this Grant Agreement, in whole or in part, if the Department determines the Grantee or a representative of the Grantee offered employment or a Gratuity to any officer or employee of the State of Arizona for the purpose of receiving favorable treatment, including the making of any determination or decision, concerning this Grant Agreement. The Department, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Grantee.

14.4 ***Suspension or Debarment.*** The State may, by written notice to the Grantee, immediately terminate this Grant Agreement if the State determines that the Grantee has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Execution of a Grant Agreement shall attest that the Grantee is not

currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the Department.

14.5 ***Termination for Convenience.*** The Department reserves the right to terminate the Grant Agreement in whole or in part at any time, when in the best interests of the State of Arizona without penalty or recourse. Upon receipt of written notice of termination, the Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Department. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under the Grant Agreement shall become the property of and be delivered to the Department. The Grantee shall be entitled to receive reimbursement for work completed and materials accepted before notification of termination. The Department is under no obligation to continue reimbursement for any work activities undertaken after notification of termination.

14.6 ***Termination for Default*****.** The Department reserves the right to terminate the Grant Agreement in whole or in part due to the failure of the Grantee to comply with any term or condition of the Grant Agreement or to acquire and maintain all required insurance policies, bonds, licenses and permits. The Department shall provide written notice of the termination and the reasons for it to the Grantee.

14.7 ***Continuation of Work Activities after Termination*****.** Termination of this Grant Agreement does not prohibit the Grantee from independently continuing work on the project, but any such independent continuation is solely the responsibility of the Grantee.

14.8 ***Disputes*****.** The parties to this Grant Agreement agree to resolve all disputes arising out of or relating to this Grant Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. 12-1518 except as may be required by other applicable state or federal statutes and law.

Chapter 7
Application Forms and Attachments

All forms in this chapter are required to be completed and submitted to be considered a complete application. The Application Forms Packet is available for download at http://azdeq.gov/environ/waste/solid/funding.html

CHECKLIST FOR COMPLETED APPLICATION – This checklist has been provided for your convenience.

FORMAT

Single spaced	**[ ]**
10 point type or greater	**[ ]**
Printed on recycled content paper	**[ ]**
Double sided copies	**[ ]**

CONTENT

Completed and signed Grant Application Form	**[ ]**
Completed and signed Disclosure Form	**[ ]**
Application Narrative Outline	**[ ]**
Completed Budget Form	**[ ]**
Narrative Description of Budget	**[ ]**
Completed Timeline, Tasks and Deliverables Form	**[ ]**
1 original proposal (stapled only)	**[ ]**
15 additional double sided copies (stapled only)	**[ ]**

DELIVERY

Sealed package with the appropriate Grant Program name and applicants name and address clearly indicated on the outside of package. If an applicant is submitting more than one project application they must be packaged separately.

Delivered to ADEQ by 3:00 p.m. Arizona time; Thursday, March 6, 2008

FAILURE TO INCLUDE ALL OF THE ITEMS AND INFORMATION REQUIRED MAY RESULT IN AN APPLICATION BEING REJECTED.

EXAMPLE A

Time Line, Tasks, & Deliverables

[This is provided as an example of how to complete the Time Line Tasks & Deliverables Form.]

#	Abbreviated Objectives or Tasks	07 07	08	09	10	11	12	01 08	02	03	04	05	06 08	Evaluation or Deliverables
1	Execute Grant Agreement	X												ADEQ receives both Certificates by 07/30/07
2	Submit Certificate of Insurance	X												ADEQ receives Certificate by 07/30/07
3	Establish Project Files & Matching Files	X												Grants Administrator-Initial files by 07/30/07
4	Establish Separate Bank Account w/grant i.d.	X												Account info sent to ADEQ by 07/30/07
5	Project Commences, Bid Requests Issued for graphic computer equipment for program		X											Bid Specifications and Rules sent to state vendors for computer
6	Public Advertisement of Opportunity to participate (clear w/ADEQ)		X											Copy of Publicity included in 1st Quarterly Report submitted to ADEQ in October 2007
7	City & WUSD Schools Staff -- 1st Project Meeting to discuss locations & staffing needs		X											Minutes of meeting on file by 08/30/07
8	Bid Awarded for Graphics Computer			X										Record of award on file by 09/15/07
9	1st Quarterly Site Visit by Recycling Ed Coord.		X											Site Visit concluded by 08/30/2007
10	First Quarterly Report submitted to ADEQ				X									Quarterly report received by ADEQ by 10/30/07
11	Computer Received, Labeled and Deployed				X									Computer deployed by 10/30/2007
12	Press Releases about Program (clear w/ADEQ)				X									Copies on file and added to 01/30/08 report
13	City & Schools Staff -- 2nd Project Meeting to discuss follow up issues from August meeting				X									Minutes of meeting on file by 11/30/07
14	2nd Quarterly Site Visit by Recycling Ed Coord.					X								Site Visit concluded by 11/29/2007
15	Six months project evaluation (Grants Office)						X							Data, lessons & activities. by 12/30/07
16	2nd Quarterly/Semi-Annual Report to ADEQ							X						Quarterly report received by ADEQ by 01/30/08
17	Press Releases about Program's Progress							X						Copies on file and added to 01/30/08 report
18	City & School Staff -- 3rd Project Meeting,							X						Minutes of meeting on file by 02/30/08 and included in quarterly report of 04/30/08
19	Data Collection and Monitoring Improved							X	----	----	----	----	X	Changes in collection methods on file
20	3rd Quarterly Site Visit by Recycling Ed Coord.								X					Site Visit concluded by 2/28/2008
21	3rd Quarterly Report to ADEQ										X			Quarterly report received by ADEQ by 04/30/08
22	Press Releases about Program's Progress										X			Copies on file and added to 06/30/08 report
23	3rd Quarterly Site Visit by Recycling Ed Coord.											X		Site Visit concluded by 05/15/2008
24	4th Quarterly Report to ADEQ												X	Quarterly report received by ADEQ by 06/30/08
25	Final program press release on successes												X	Copies on file and added to 07/30/08 report
26	Separate FINAL Report to ADEQ												X	FINAL report received by ADEQ by 07/30/08

DRAFT

ATTACHMENT 1

Grant Application Form

Please circle the program for which you are applying: WRA – WRITE – RR&D

Arizona Department of Environmental Quality
Recycling Program Grant Application Form

Project Title – Please limit the length of the title to one line.

Project Description – The project description should identify the type of project and the name of the specific program.

Authorizing Agency – Enter the name of the organization who is applying for the grant. **Name:** **Address:** **City:** **State:** **Zip Code:**	**Authorized Agency Contact –** Enter the name of the person who will be accepting responsibility for the terms and conditions of the Grant Agreement. This person must sign the signature page. **Name:** **Address:** **City:** **State:** **Zip Code:**

Project Manager – Enter the name, title and contact information of the individual who will have the day-to-day knowledge of the project and should be contacted if clarification is required:

Name:	**Title:**
Address:	**Phone:**
City:	**Fax:**
State:	**E-mail:**
Zip Code:	

Organization type, check one: [ ] Private enterprise [ ] Political subdivision [ ] Tribal Government [ ] Non-profit Organization

If Private Enterprise, check all that apply: [ ] Small [ ] Large [ ] Woman-owned [ ] Minority-owned

If Minority Owned, check one of the following:
[ ] African American [ ] Asian [ ] Hispanic [ ] Native American [ ] Other

Project Costs:

1. Funds Requested: **$_____**
2. Matching Funds: **$_____**
3. Total Project Cost (Total lines 1 and 2): **$_____**

Are you or your organization currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity? □ **Yes** □ **No**

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and scope in this grant application. Signature certifies understanding and compliance with the application attached hereto. ADEQ may approve the grant application with modifications to scope, methodology, schedule, final projects and/or budget.

Authorized Signature _____ Print Name _____

Date _____ Company/Agency _____ Title _____

The Grant Application Form must be signed by the individual legally authorized to act on behalf of the applicant in conducting all official business relating to the project. Signing this form and submitting a grant application package, certifies that the applicant has authority to enter into the Agreement, accept funding, and fulfill the terms of the proposed project if approved. Applicant is required to read the Arizona Department of Environmental Quality Recycling Program Grant Agreement Terms and Conditions and be legally authorized to enter into an agreement with ADEQ.

ATTACHMENT 2

DISCLOSURE FORM

Name of Organization:	Title of Project:

Type of Organization, check one: [ ] Private Enterprise [ ] Political Subdivision [ ] Tribal Government [ ] Non-profit Organization

Disclosure and Explanation of Potentially Inconsistent Conduct

Check applicable box:		Disclosures listed below		Nothing to disclose

Identify any instances, within the last five years, in which the organization's conduct may be determined to be inconsistent with the state's interests. Provide information, below, to assist in a determination of eligibility.

ATTACHMENT 3

BUDGET FORM

Personnel Costs: (List principles by name and future employees by title. Provide hourly rate and number of hours in the narrative description of the budget plan.)

Personnel Name	Hourly Rate and Number of Hours	Grantee's Contribution		Requested Funds	Extended Total
		Monetary	In-Kind		
Total					

Equipment Costs: (List all items of equipment to be purchased valued greater than $50.)

Equipment	Grantee's Contribution		Requested Funds	Extended Total
	Monetary	In-Kind		
Total				

Other Direct Costs: (List services such as consultant, materials, supplies, etc. Call (602) 771-4459 if you have questions on acceptable charges.)

Type	Grantee's Contribution		Requested Funds	Extended Total
	Monetary	In-Kind		
Total				

Total Budget: (Total the following columns: Monetary, In-Kind, Requested Funds and Project Total.)

	Grantee's Contribution		Requested Funds	Project Total
	Monetary	In-Kind		
Grand Totals				

REMINDER: Private enterprises must provide 100% monetary match. In-kind match will not be accepted.

ATTACHMENT 4
Time Line, Tasks & Deliverables

#	Abbreviated Objectives or Tasks	07 08	08	09	10	11	12	01 09	02	03	04	05	06 09	Evaluation or Deliverables
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
16														
17														
18														
19														
20														
21														
22														
23														
24														
25														
26														