

GRANT APPLICATION

THE NEW MEXICO RECYCLING COALITION'S
NEW MEXICO RURAL RECYCLING DEVELOPMENT PROGRAM
RECYCLING CENTER HUB IMPROVEMENT AND SPOKE
ARRA GRANT OPPORTUNITY

OCTOBER 26, 2011



GRANT INSTRUCTIONS AND PROJECT INFORMATION

Please read all instructions and project information.

1. COMPETITIVE GRANT OPPORTUNITY

As a result of receiving an American Recovery and Reinvestment Act of 2009 (ARRA) Grant from the United States Department of Energy (DOE), the New Mexico Recycling Coalition (NMRC) will award multiple sub-grants on a competitive basis to qualified municipalities and counties (see Table 1 Eligible Communities).

2. PURPOSE

The New Mexico Recycling Coalition (NMRC) is soliciting grant proposal applications from public entities for the improvement of *existing* recycling hub processing facilities and/or the purchase and placement of recycling collection equipment to encourage and increase recycling in rural areas. Applicants' proposed facility and spoke collection locations must be located in an underserved recycling region and be eligible according to DOE guidelines (as defined in Table 1 Eligible Communities). Following review of submitted applications NMRC will award contracts on a competitive basis. Recycling hub improvement contracts will require awardees to make improvements to a centralized *recycling hub* that will provide services to surrounding *spoke* communities. Spoke contracts will require awardees to operate and maintain recycling collection equipment and ensure the material is processed responsibly at a nearby recycling center hub.

This recycling grant opportunity, funded by DOE and the ARRA program, is part of the Federal government's Economic Stimulus program. The requirements of ARRA and the Federal Funding Accountability and Transparency Act are applicable and are incorporated herein. This procurement will result in multiple awarded contracts to sub-recipients able to provide required service as per the scope of work. Determination for award will be based on the applicant's abilities to meet the "minimum submittal requirements" of this grant request and shall be made in the best interest of the State of New Mexico.

The New Mexico Rural Recycling Development ARRA Grant contracts will be in effect from the date of the signed contract agreement through August 8, 2013. Monies for this specific grant program project must be spent by June 30, 2012. Reporting and technical assistance will be required and provided through the term of the overarching NMRC grant, which completes August 8, 2013. Recycling center improvement funding will be provided to purchase items such as a horizontal baler with conveyor, conveyor or loading dock and may include associated recycling collection equipment. Spoke collection equipment funding will be provided to purchase recycling collection trailers and/or roll-offs and other associated equipment as required. All equipment must be purchased, installed, in use, and quarterly recycling tabulation must be started by June 30, 2012. Technical assistance includes, but is not limited to, proper processing techniques, operation guidance, safety training, material marketing, intergovernmental agreements, hub/spoke relations, transportation logistics, and recycling education/outreach. This is a one-time allocation.

3. BACKGROUND

New Mexico's recycling rate is estimated to be 14.6% (NMED, 2009), compared to the national average of 33% (EPA) and to the 2006 average recycling rate of 17% for the five surrounding western states (NMRC). Recycling is a proven method of saving energy as it requires as much as 90% less energy to create materials from a recycled source than from virgin materials (Can Manufacturing Institute).

The New Mexico Environment Department (NMED) has identified several factors which contribute to the deficiencies related to recycling in New Mexico, specifically access to recycling services. These conclusions are partly based on the outcomes of the 2007 update of the *New Mexico Solid Waste Management Plan* (the Plan) which was developed through a diverse stakeholder process involving representation from professional solid waste managers, non-governmental organizations, the general public and others. The Plan identified a goal of expanding access to recycling services across the rural regions of New Mexico in place of traditional numerical diversion rate targets. The most distinct barrier to this goal is the lack of recycling processing

capacity to serve these areas and without the development of this cornerstone infrastructure the goal is effectively unattainable.

In an effort to maximize the potential of new investments in recycling, a unique approach has been identified as the preferable method of introducing the needed infrastructure in New Mexico. The *hub and spoke* model is a solid waste management system, where a centralized processing facility (Hub) provides its services to several regionally appropriate collection programs (spokes). This model is designed to minimize capital and operating expenses while maximizing the financial, environmental and societal benefits of recycling. Hub and spoke systems achieve these goals by attaining economies of scale where resources are used to their fullest potential and to the benefit of the largest population. Similar systems have been developed and proven successful nationally, internationally and in limited areas of New Mexico.

By developing recycling hub and spoke infrastructure NMRC expects to;

- increase resource conservation by creating new recycling and waste diversion collection and processing programs;
- provide a gateway for small, rural communities to process materials for marketing;
- to create greater recycling economies of scale in rural underserved areas of the state;
- reduce energy consumption and greenhouse gas emissions associated with resource consumption;
- maintain current solid waste jobs and/or create new and permanent jobs directly and indirectly;
- improve transportation energy efficiency by consolidating recycling materials; and
- reduce the impacts on the environment from resource extraction to produce products made from virgin materials.

The alternative to recycling in New Mexico is landfill disposal, a practice which ignores the financial, resource and energy value of discarded materials. With only a 14.6% recycling rate, New Mexico has yet to realize the great potential of recycling to limit greenhouse gas emissions, to avoid significant resource extraction and most importantly has not taken advantage of the tremendous energy savings created by recycling. While several areas of the state are well served by municipally or privately operated collection and processing facilities, the majority of rural New Mexico has little access to these services. Shortcomings in access to these services have been clearly identified by the NMRC's Mapping Project. (A copy of this map is attached).

4. ELIGIBLE APPLICANTS (see Table 1, *Eligible Communities*)

NMRC is soliciting applications from eligible public entities that can serve as a sustainable recycling hub in an underserved region that services a primarily rural, multiple county service area with accumulated populations of between 10,000 and 125,000 residents. Applicants may work in partnership with other communities/entities to serve as a hub. Applications are also welcomed from eligible communities wishing to serve a spoke location. This grant opportunity is not open to Tribal Governments or Pueblos. Public entities will not be eligible for funding if:

- The project serves a region greater than 125,000 residents;
- The applicant community has already been awarded or is receiving ARRA funding directly from DOE via the Energy Efficiency and Conservation Block Grants (EECBG) formula-eligible outlays.

Recycling center hub improvement grant applications may apply for only one or several pieces of hub improvement equipment. Improvement applicants may also apply for spoke collection equipment if desired. Improvement grant applicants are encouraged to apply for funding to support the acquisition of equipment needed to expand processing capacity in order to serve the region's recycling processing needs. Successful applicants must be willing to accept recyclable materials from all interested spokes. The NM Hub and Spoke map can be found as Attachment 5 as guidance.

Spoke grant applicants do not need to apply for any recycling center improvement equipment in order to be considered for this grant offering.

There are two models of spoke grant applicants that are viable for funding:

Spoke Type 1 - A recycling hub community or county that wishes to place recycling collection equipment in spoke communities and drop-offs in their region. The spokes may be owned by or be part of the applying entity's service area, or the hub may enter into intergovernmental agreements with regional partners in order to place the equipment. For this application, the hub would need to secure Letters of Support or Memoranda of Understanding (see template in Attachment 4) from participating spoke communities outlining the guidelines on how the equipment will be hosted, maintained and transported.

Spoke Type 2 - A recycling spoke community that wishes to place recycling collection equipment in their community at an existing drop-off or other secured location. This entity would need to secure Letters of Support or a Memorandum of Understanding with a regional recycling processing hub in order to ensure the recyclable material can be accommodated.

NMRC will award grants that meet the following goals:

- Are located in regionally appropriate areas where they can efficiently serve rural and underserved populations;
- Preserve and/or create jobs;
- Promote long term and stable economic activity;
- Maximize environmental benefits;
- Have documented political and regional support to expand recycling processing and/or collection services;
- Have the ability and staff resources to maintain records and provide data for mandated reporting to NMRC and the Federal Government;
- Have the ability to make a long-term commitment to maintaining and operating the equipment granted by this program;
- Have the ability to work cooperatively amongst governments in the area to provide regional recycling solutions;
- Are able to commit to hosting community stakeholder meetings for hubs, conduct staff trainings, and prepare quarterly and annual reporting until August 8, 2013 and then annual reports to NMED for the life of the facility (hubs only);
- For hub improvement awardees, provide a centralized processing location (hub) that geographically supports multiple outlying communities (spokes) participating in the program. No outlying community who wishes to be served by the hub and meets the minimum requirements as set forth by NMRC can be excluded from participating;
- For hub improvement awardees that are provided with collection equipment, have or develop agreements, memoranda of understanding or contracts once funded with multiple spoke communities;
- Eligible hub projects will serve a primarily rural, possibly multiple county service area with accumulated populations of between 10,000 and 125,000 residents;
- Provide long-term operational and financial commitment, e.g. labor, overhead, baling wire, equipment maintenance, insurances, marketing of material, staff training and certification, safety training and materials, transportation, auxiliary equipment, utilities, interaction with spokes/hubs, etc. as required;
- Provide recycling services with the following stipulations:
 - Establish a recycling goal of 33% to be attained within 5 years as defined by the Environmental Protection Agency (EPA) for the area.
 - If applicable, establish third-party processing agreements outlining specific agreements with participating communities regarding ownership of recycling collection equipment (for equipment provided through this grant), identification of transportation responsibilities between parties.
 - For hubs, provide in-house collections via a drop-off center(s) or residential curbside collection

services whichever is currently available.

- Collect (and process at hubs) at a minimum all of the following recyclable materials;
 - Old Corrugated Cardboard (OCC)
 - Aluminum Cans
 - Mixed Paper (ONP – Old News Print #7)
 - Tin Cans
 - #1 Plastic Bottles and #2 Plastic Bottles
- For hubs, provide adequate space at an existing permitted or registered recycling center location suitable for equipment upgrades. Applicants will be required to provide all concrete, electrical or expansion work if required including labor, overhead, etc.;
- For spokes, provide in-kind site development and labor as required, and provide adequate space, preferably at an existing landfill, transfer station, drop-off center or convenience station where solid waste is already being handled. In-town drop-off sites will be considered if security, illegal dumping and sustainability of location can be reasonably demonstrated;
- Provide on-going recycling education and outreach. NMRC will assist in education program development at onset, but hubs and spokes must maintain outreach, thereafter;
- For hubs, provide recycling collections for all grantee-owned solid waste facilities or drop-offs to include all materials handled by hub by August 8, 2013;
- Provide reporting of jobs maintained or gained since implementation of the program. Measure recyclables collected by type and tonnage for quarterly grant reporting until August 8, 2013 and annual reporting to the state NMED (hubs only for NMED reporting). Quarterly status reports on overall project as well as meeting recycling goal objectives will be required as well.
- Selected sub-recipients will be required to sign a contract agreement with NMRC and must be willing to abide by all federal regulations associated with these grant funds.

5. APPLICATION FORMAT

All responses to this grant proposal request must be submitted on the application forms provided. It is essential that applications are correctly and completely filled out. An electronic version is available on the NMRC website. **Incomplete applications will be removed from consideration by the committee.** If a question does not apply to your application, please note "Not Applicable" (N/A). If necessary, additional documentation may be attached to the application. In this event reference the Attachment pages in the appropriate section of the form, as "Attachment xx".

6. SUBMITTAL REQUIREMENTS

Applicants must follow instructions carefully and submit all documents as requested by the closing date and time. Late, faxed or mailed applications will not be considered. All portions of the application must be completed. The review committee will only evaluate complete applications.

Do not make assumptions that NMRC is aware of any background information regarding your area or project. NMRC will also not meet with entities or individuals to discuss specific applications. Applications will be subject to the Freedom of Information Act after award.

NMRC shall have the right to reject any or all applications, and in particular to reject an application not accompanied by data, literature or samples required by the application documents, or an application in any way incomplete or irregular.

Applicant shall promptly notify NMRC of any ambiguity, inconsistency or error which they may discover upon the examination of the application documents, or of site and local conditions.

7. GRANT APPLICATION DEADLINE AND SUBMITTAL INFORMATION

Grant applications will be accepted electronically until **5 PM on Wednesday, November 30, 2011**. All applications must be typed and include all of the specified items, and on the forms provided and as specified

herein. Additional lines can be added, and additional sheets can be attached, as needed.

Please email the grant application in a Word document or .pdf. Provide the scanned, signed certification form in .pdf format to:

Sarah Pierpont, New Mexico Recycling Coalition
sarah@recyclenewmexico.com

8. FUNDING SOURCE, LEVEL OF FUNDING, COMPENSATION AND PAYMENTS

In August 2010 the DOE awarded to the New Mexico Recycling Coalition a one-time grant allocation from the American Recovery and Reinvestment Act. The total amount of available funding under this proposal is \$347,270 which will be awarded to multiple projects at varied contract amounts depending on the equipment funded for awarded proposals. Partial awards may be offered to proposed projects. The applicant should provide certification that the project would not have occurred without this funding assistance.

Expected Cost Ranges for Equipment Types. Please note that each awarded community will work with NMRC to specify the appropriate equipment and quantity after initial award is made according to the community's needs.

Equipment Type	Expected Cost Per Item
Horizontal Baler with Pit Conveyor	\$80,000 - \$120,000
Pit Conveying System	\$20,000 - \$50,000
Loading Dock	\$11,000 - \$12,000
Trailer Collection Equipment Set	\$25,000 - \$28,000
Roll-Off Collection Equipment Set	\$14,000 - \$17,000

All grant funds are awarded on a reimbursement basis. Recycling center improvement applicants for baler or conveyor-related equipment will require in-kind funds for any electrical, concrete or other installation-related work required to place that equipment. Spoke project applicants will not be required to provide leveraged or in-kind funds for their proposed projects, but notation of willingness and ability to match funds, should be noted on the application form. NMRC will reimburse sub-recipients with ARRA funds for all approved expenses, provided the reimbursement request is complemented with an itemized receipt by supplier including any and all gross receipt taxes. Reimbursements may be requested up to twice per month if needed. All purchases must be pre-approved by NMRC. Payments will not be made unless all supported documentation of purchase and final delivery and installation is submitted. NMRC reserves the right to visit recycling center hubs and spokes to verify purchase and installation status before approving reimbursement request. Interim requests are encouraged in order to stagger total amount of reimbursement. The final reimbursement payment will be dependent on the successful completion of all approved work plan items, timely submission of all required quarterly and annual reports, provision of a final report and final inspection of all related work by NMRC staff. NMRC requests that in-kind/leveraged funds be tracked so the donation can be informally accounted for.

Successful applicants are obligated to comply with competitive procurement requirements. A selected community (ARRA grant sub-recipient) must demonstrate that it selected the equipment competitively, from a New Mexico State Price Agreement list, from GSA purchasing, or from properly documented noncompetitive sole-source. Demonstration must be made that some form of cost or price analysis was conducted to justify the selection, unless equipment will be obtained from the State Price Agreement list or GSA. It is recommended that awarded communities make efforts to provide small, women-owned and minority-owned businesses with opportunities to compete. NMRC will not accept sole-source justification for equipment or services or products that are otherwise readily available in the commercial marketplace. Sole source contracts valued at \$25,000 and greater require NMRC approval. It is the intention of NMRC to provide equipment technical guidelines to awardees and to provide, when available, state price agreements or GSA contracts to

reduce the procurement burden.

7. SCOPE OF WORK

Grants provided to sub-recipients through this grant proposal request will support the development of two types of projects:

Category A: Will improve or expand recycling processing capacity at existing recycling center “hubs”.

Category B: Will support the placement of collection equipment for “spoke” communities.

NMRC will provide the following resources:

- State or Federal purchase agreements or specifications for the following equipment:
 - Multi-material horizontal baler
 - In-floor or sort-line conveyor system
 - Portable loading ramp
 - Collection equipment including roll/offs and customized recycling collection trailers
- Ongoing technical assistance for all aspects of the project including:
 - Safety Training and documentation (hubs)
 - NM Recycling Facility Registration compliance assistance (hubs)
 - Federal compliance as applicable in regard to such items as Davis Bacon Act, Suspended & Debarred Contractors, Solid Waste Management Plan and others
 - Operations training and documentation (hubs)
 - Purchasing assistance
 - Reporting assistance
- Materials Marketing support via the R3 (Rural Recycling Resources) Marketing Cooperative (hubs)
- Strategic Short and Long Term Recycling Program planning (hubs)
- Public Education and Awareness support
- Facilitation of partnering agreements with spoke/hub communities including draft Memorandums of Understanding (template included as Attachment 4)

Grant Sub-Recipients will be expected to provide/perform the following tasks:

- Electrical, concrete and any other requisite work at existing facility as required (hubs)
- All local, state and federal building or development permits
- Purchase of all related equipment as specified in provided purchase agreements or contracts
- Documented compliance with state and federal laws including:
 - Buy American
 - State of New Mexico Procurement Code
- Provide quarterly reports which document created and sustained jobs, recycling tonnages, and project status, as well as annual reports
- Develop short and long-term plans for recycling collection expansion, recycling goals and education strategy
- Operations for the life of the developed hub and/or spokes

8. ELIGIBLE EQUIPMENT & CAPITAL INFRASTRUCTURE PROCUREMENT

All expenditures supported by sub grants must be approved by NMRC. The following identifies expected expenses by category:

- Horizontal Baler with or without Conveyor System and start up materials (As Specified by GSA Advantage Contract or State Price Agreement equivalent), including delivery and installation of baler.
- Conveying System (As Specified by GSA Advantage Contract or State Price Agreement equivalent), including delivery and installation of conveyor.
- Portable loading dock (As Specified by GSA Advantage Contract or State Price Agreement).
- Recycling Collection Equipment. Entity may apply for either collection trailers or roll-offs. Trucks for

collection are not eligible. In most cases, two recycling containers will be provided for each requested site, one for cardboard and one for multiple-materials (unless site size warrants only one container). Grant applicants may request a mixture of trailers and roll-offs depending on the needs of the identified spoke locations. For trailers, wheel locks will be supplied as standard equipment. Equipment can be procured once the provision of Memoranda of Understanding/Agreement (see Attachment 4) for all applicable spoke sites on usage, transportation and ownership of equipment have been formalized. Or in the case of spokes, once the MOU/MOA has been formalized with the hub. NMRC will specify the equipment and provide standardized signage. Award amounts will vary depending on collection equipment type.

9. INELIGIBLE COSTS

It is the intent of sub grants to support the direct development of infrastructure only and sub-grant funds will not be authorized for the following expenses:

- Administrative expenses (including grant application preparation and management/operation of hub facility) costs associated with preparation of the grant work-plans, quarterly and annual reports, or a final report if grant is awarded;
- Building construction, building materials, electrical and concrete work;
- Utilities (electricity, water, telephone, etc);
- Building demolition, remodeling, or other site improvements;
- Recycling supplies such as baling wire, gloves and other Personal Protection Equipment (PPE);
- Other recycling equipment (unless prior approval received);
- Hiring staff or reimbursement of existing staff salaries;
- Late fees, interest and penalties;
- Cost of purchase of land, water rights, easements, rights-of-way, legal costs, fiscal agents' fees;
- Remediation costs for which an organization is already liable or required to complete as part of a settlement agreement;
- Operating costs associated with normal waste management or compliance unless specified herein in the eligible expenses list;
- On-going operational costs such as fuel, vehicle maintenance or repair, equipment repair, hauling and transportation of recyclables;
- Costs to engage in lobbying of the Federal Government or in litigation against the U.S or the State of NM.
- Expenditures that do not directly relate to the approved work-plan; and
- Any other item as deemed ineligible by NMRC.

10. MANDATORY CERTIFICATIONS

With respect to funds made available to state or local governments for infrastructure investments under ARRA, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. NMRC shall provide an additional certification that includes the name of the Sub-Recipient Community, their DUNS number, a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A state or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

11. GRANT EVALUATION PROCESS

Multiple contracts will be issued from this solicitation. Contracts will be awarded to applicants that are most advantageous to the State of New Mexico based on improvements to recycling processing opportunities for rural New Mexico communities and the benefit to rural populations in the area of proposed project.

Awards will be scored for selection based on the following weighting. Scoring is based on a total possible of 100 points.

Rating Factors	Maximum Award Value
PROJECT DESCRIPTION	10 POINTS
QUALIFICATIONS AND ABILITY TO COMPLETE PROJECT	20 POINTS
QUALITY OF PROJECT WORK PLAN	10 POINTS
EXTENT OF HUB AND SPOKE REGIONAL INVOLVEMENT AND IMPACT ON SERVICE AREA	20 POINTS
PROJECT NEED AND URGENCY	15 POINTS
ORGANIZATIONAL COMMITMENT/SUSTAINABILITY	15 POINTS
OVERALL POTENTIAL OF PROJECT SUCCESS	10 POINTS

TOTAL 100 POINTS

12. DELIVERABLES AND REPORTING REQUIREMENTS

Selected grantees shall accomplish the following within the term of the grant contract;

- The purchase, installation and use of eligible equipment for eligible projects as described in the Scope of Work and Acceptance provisions herein.
- Adoption of processing agreements with spokes
- Development of a documented *Recycling Plan and Education Program Strategy*
- Quarterly reporting to include:
 - **Quarterly progress reports** and a detailed final report will be required along with detailed itemized vendor invoice requests. Copies of itemized invoices are required for reimbursement of all expenses.
 - Quarterly quantitative reports shall summarize tonnage of collected materials, jobs created or retained, hours worked, in-kind contributions and expenditures.
 - Quarterly narrative reports shall summarize technical progress and planned activities for the next quarter.
 - The schedule for submission and format of quarterly and annual reports will be established by NMRC after the awards are made. The final report shall include a summary of the project or activity, description of advances achieved and costs of the project or activity. In addition, the final report shall discuss the problems, successes and lessons learned from the project or activity that could help overcome structural, organizational or technical obstacles to implementing a similar project elsewhere.

The report on the recycling center and equipment investment shall be submitted to NMRC by **June 30, 2012**. **Quarterly reporting starting at award date until August 8, 2013 on jobs and recycling tonnages will remain a requirement.**

13. AARA REQUIREMENTS

- Provide access to records;
- Right of NMRC and DOE to make site visits at reasonable times;
- Publication requirements, successful applicants shall acknowledge DOE and NMRC in any publication that results from the grant award;
- Recipients shall segregate obligations and expenditure revenue streams related to funding under ARRA;
- Must protect state and local government and contractor whistleblowers;
- Mandatory waste, fraud, abuse reporting;
- Wage rates subject to the provisions of the Davis-Bacon Act (40 U.S. Section 3142) if work in excess of \$2,000 for construction, alteration, or repair or work otherwise regulated under this Act;
- Buy American requirement for materials purchased with ARRA funds;

- Must comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321 et. seq.) and provide written notification of Federal compliance with NEPA, as implemented by DOE at 10 CFR part 1021.
- Must comply with Section 106 of the National Historic Preservation Act (NHPA) if altering any historic property, structure or site that are listed in or eligible for listing in the National Register of Historic Places;
- Recipient will create or obtain a waste management plan detailing how to dispose of construction and demolition debris, old light bulbs, ballasts, piping roofing materials, and hazardous waste generated as part of this project, as applicable;
- Use of small, minority and women's business enterprises in procurement, as applicable;
- Compliance with nondiscrimination requirements: Civil Rights Act of 1964, Section 504, Rehabilitation act of 1973, Age Discrimination Act of 1975, Title IX of the education Amendments of 1972;

14. CONTRACT REQUIREMENTS

- The contract shall not be amended unless all parties agree in writing to the amendment.
- The sub-recipient shall not collect any additional fee from facilities for services provided under the contract.
- The contract may be terminated by either party upon written notice delivered to the other party at least thirty (30) days before the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform the data of termination. The provision is not exclusive and does not waive other legal rights and reminds afforded the state in such circumstances as default/breach of contract.

15. SUB-RECIPIENT COMMUNITY FURTHER AGREES TO:

Comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If sub-recipient fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be cancelled effective immediately.

The allowable budgetary expenses outlined for this project represent the total available reimburseable compensation to be paid for goods and/or services provided. It is understood that the party providing said goods and/or services is responsible for payment of all costs of labor, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to complete the work provided.

The outlined budget costs is an amount sufficient to cover such costs. The conditions and specifications sent out in this grant request proposal are inseparable and indivisible. Any applicant, by submitting a proposal, agrees to be bound by all such conditions or specifications sent out in this grant request, and all other documents required to be submitted, shall be returned by the applicant in their proposal package. Failure to do so or any attempt to vary or change the conditions or specifications of the proposal shall, at the discretion of the NMRC constitute grounds for rejection of the entire proposal.

16. DEFAULT

The contract resulting from a successful proposal shall specify that the sub-recipient shall be in apparent default of the contract, if the sub-recipient:

- a) Fails to begin the work under the contract within the time specified, or;
- b) Fails to perform the work with sufficient supervision, workmen, equipment or materials to assure the prompt completion of said work, or;
- c) Performs the work unsuitably or neglects or refuses testing materials or to perform new such work as may be rejected as unacceptable and unsuitable, or;
- d) Discontinues the prosecution of the work without due diligence, or;
- e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or;
- f) Becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency, or;
- g) Upon the default of the sub-recipient, NMRC may avail itself of whatever remedy is available to it under

the law, including but not limited to, termination of the contract or undertaking to complete the work with its own forces. If NMRC elects to complete the work under the contract itself, the sub-recipient agrees to cooperate with NMRC and to grant NMRC access to the sub-recipient's facilities to do so. Additionally, the sub-recipient agrees that all costs and charges incurred by the NMRC in completing the work under the contract will be deducted from funds which are due or may become due the defaulting sub-recipient.

17. PROJECT MANAGER

Contact Sarah Pierpont if you have questions about the application and requirements. Successful recycling center hub applicants are required to send reports and invoice documents and supporting information to the following identified Project Manager:

Sarah Pierpont, NMRC
PO Box 24364
Santa Fe, NM 87502
505-603-0558
Email: sarah@recyclenewmexico.com

18. ACCEPTANCE OF COMPLETE PROJECT

a. Submission.

Upon completion of agreed upon deliverables as set forth in the scope of work, the sub-recipient must submit a detailed statement accounting for all services performed.

b. Acceptance.

In accordance with section 13-1-158 NMSA 1978, the project manager shall determine if the deliverable provided meets specifications. No payment shall be made for any deliverable until the individual deliverable that is the subject of the payment invoice has been accepted in writing by the project. In order to accept the deliverable, the sub-recipient will certify that the deliverable complies with the requirements as defined in the scope of work. The certification shall include the spreadsheet provided by NMRC. NMRC may require photographic documentation.

If the deliverable is deemed acceptable under quality assurance outlined in the paragraph above by the project manager, the project manager will notify the sub-recipient of acceptance. Upon certification by NMRC that the services have been received and accepted, payment shall be made. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, NMRC shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. NMRC will strive to make all payments within 45 days of received invoice. All invoices must be received by NMRC no later than June 30, 2012.

c. Rejection. Unless the project manager gives notice of rejection within the thirty (30) business day period, the deliverable will be deemed to have been accepted. If the deliverable is deemed unacceptable under quality assurance described in paragraph B above, the project manager will supply a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection in writing within thirty (30) business days from the date the project manager receives the deliverable and accompanying payment invoice. Upon rejection and receipt of comments, the sub-recipient will have ten (10) business days to resubmit the deliverable to the project manager with all appropriate corrections or modifications made. The project manager will again determine whether the deliverable is acceptable under quality assurance, and provide a written determination within thirty (30) business days of receipt of the deliverable. If the deliverable is once again deemed unacceptable under quality assurance and thus rejected, the sub-recipient will be required to provide a remediation plan that must include a timeline for corrective action that is acceptable to the project manager. The sub-recipient shall also be subject to all damages and remedies attributable to the late delivery of the deliverable of the contract and available at law or equity. In the event that

a deliverable must be resubmitted more than twice for acceptance, the sub-recipient shall be deemed as in breach of this agreement.

NMRC shall pay the sub-recipient for acceptable work, determined in accordance with the specifications and standards set forth in this agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

19. TAX NOTE

Price shall not include state gross receipts tax or local option tax(es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by sub-recipient.

20. ESCALATION CLAUSE

In the event of a product cost increase an escalation request will be reviewed by the Project Manager on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. Ordering agencies may request a sample of "private label" merchandise prior to placing order.

TABLE 1: LIST OF ELIGIBLE COMMUNITIES

COUNTY	COMMUNITY	COUNTY*	COMMUNITY*
Bernalillo (County Ineligible)		635,139	
	Corrales		7,787
	Los Ranchos de Albuquerque		5,622
	Tijeras		520
Catron		3,405	
	Reserve		389
Chaves		63,060	
	Dexter		1,231
	Hagerman		1,160
	Lake Arthur		436
Cibola		27,285	
	Grants		8,871
	Milan		2,484
Colfax		12,962	
	Angel Fire		982
	Cimarron		816
	Eagle Nest		299
	Maxwell		249
	Raton		6,465
	Springer		1,146
Curry		43,755	
	Grady		91
	Melrose		678
	Texico		987
DeBaca		1,907	
	Fort Sumner		972
Dona Ana (County Ineligible)		201,603	
	Hatch		1,647
	Mesilla		2,200
	Sunland Park		14,453
Eddy		51,360	
	Artesia		10,994
	Hope		107
	Loving		1,340
Grant (County Ineligible)		29,844	
	Bayard		2,399
	Hurley		1,410
	Santa Clara		1,856
	Silver City		10,329
Guadalupe		4,346	
	Santa Rosa		2,642
	Vaughn		484
Harding		684	
	Mosquero		81
	Roy		204
Hidalgo		4,910	
	Lordsburg		2,812
	Virden		119

Lea		59,155
	Eunice	2,771
	Jal	2,045
	Lovington	9,975
	Tatum	757
Lincoln		20,793
	Capitan	1,510
	Carrizozo	1,047
	Corona	185
	Ruidoso	9,096
	Ruidoso Downs	2,637
Los Alamos		18,150
Luna		27,227
	Deming	15,480
	Columbus	1,841
McKinley (County Ineligible)		70,724
	Gallup	19,979
Mora		5,052
	Wagon Mound	356
Otero		62,776
	Cloudcroft	883
	Tularosa	3,015
Quay		8,929
	House	63
	Logan	1,002
	San Jon	249
	Tucumcari	5,268
Rio Arriba (County Ineligible)		40,692
	Chama	1,347
	Espanola	9,691
Roosevelt		18,889
	Causey	58
	Dora	125
	Elida	182
	Floyd	74
	Portales	12,215
San Juan (County Ineligible)		122,500
	Aztec	6,927
	Bloomfield	7,234
San Miguel		28,558
	Las Vegas	13,818
	Pecos	1,489
Sandoval (County Ineligible)		122,298
	Bernalillo	9,237
	Cuba	1,358
	Jemez Springs	439
	San Ysidro	229
Santa Fe (County Ineligible)		143,937
	Edgewood	2,742
Sierra		12,437
	Elephant Butte	1,369

	Truth or Consequences	6,784
	Williamsburg	496
Socorro		18,180
	Magdalena	974
	Socorro	8,989
Taos (County Ineligible)		31,546
	Questa	1,907
	Red River	515
	Taos	5,551
	Taos Ski Valley	58
Torrance		16,269
	Encino	89
	Estancia	1,572
	Moriarty	1,952
	Mountainair	1,113
	Willard	246
Union		3,777
	Clayton	2,303
	Des Moines	162
	Folsom	66
	Grenville	23
Valencia (County Ineligible)		72,207
	Belen	7,325
	Bosque Farms	4,060
	Los Lunas	14,153
	Peralta	3,597
Total Communities Eligible:	92	302,890
Total Counties Eligible:	23	513,866

**ATTACHMENT 1: GRANT APPLICATION SCORE SHEET
Recycling Center Improvement and Spoke Grant**

An example provided for applicants' information only. To be completed by the Rural Recycling Development Advisory Grant Evaluation Committee.

COMMUNITY	
PROJECT TITLE	

COMPONENT	ASSESSMENT POINTS	POSSIBLE POINTS
PROJECT DESCRIPTION		10
QUALIFICATIONS AND ABILITY TO COMPLETE PROJECT		20
QUALITY OF PROJECT WORK PLAN		10
REGIONAL INVOLVEMENT PROJECT IMPACT		20
PROJECT NEED AND URGENCY		15
ORGANIZATIONAL COMMITMENT/SUSTAINABILITY		15
SUB-TOTAL		90
OVERALL POTENTIAL OF PROJECT SUCCESS (to be completed at time of review)		10
TOTAL		100

Signature and Title of Committee Member

Date

Print Name

Final Score

Notes:

ATTACHMENT 2: DEFINITIONS

TERM	DEFINITION
“Contract”	means a written and signed agreement for the implementation of the recycling hub and spoke project, reporting, use, and procurement of items of tangible personal property and services.
“Contractor”	means NMRC enters into a binding contract with a Recycling Hub Community (Also known as sub-recipient and Hub Recycling Center Community).
“DOE”	means the Department of Energy, the funding agency for the overall project.
“Desirable”	the terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor.
“Hub” Recycling Center Community	a rural/underserved community selected to be provided a building, horizontal baler and recycling trailers funded by the ARRA grant program to begin and sustain recycling processing services and marketing of baled materials to other rural recycling “feeder” communities to increase access to recycling in un-served and under-served communities in New Mexico. Also known as Sub-recipient.
“Mandatory”	the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the offeror's application.
“Minimum”	a means to identify a desirable or discretionary factor and limit of variation, function over a specific interval or criteria.
“NMRC”	means New Mexico Recycling Coalition, an independent 501-c-3 nonprofit based in the state of New Mexico.
“Quality Assurance” or “QA”	means sub-recipient’s formal review of care, problem identification, corrective actions to remedy any deficiencies and evaluation of actions taken in service within specifications.
“Spoke” Recycling Community	Community that agrees via a Memorandum of Understanding or other agreement to feed suitable recyclable materials to the “Hub” to create economies of scale for marketing of these materials.
“Sub-recipient”	means the legal entity (any public entity that includes a Municipality or County), to which infrastructure and equipment is procured for recycling processing to serve rural “spoke” communities; and which is accountable to the NMRC for the use of the equipment and reporting requirements required by ARRA. Also known as Hub Recycling Center Community.
“Vendor”	Recycling equipment manufacturer or company that will be selected for procurement of goods in accordance with State and ARRA procurement rules, procedures and guidance.

ATTACHMENT 3:
American Recovery and Reinvestment Act of 2009 (ARRA) Contractual Requirements Required by the Department of Energy (DOE).

This procurement is funded by a grant from the Department of Energy under the ARRA funding requirements. The following requirements may or may not represent all of the clauses that will be included in a contract signed between NMRC and the “Recycling Center Hub Communities” (sub-recipient). They are provided to allow applicants to consider if they will be able to comply prior to submitting an application.

CITED DOCUMENTS

Cited documents may be viewed in their entirety at United States government websites, and it is the Contractor’s and Sub-recipient’s responsibility to fully understand duties and responsibilities for reporting and disclosure requirements when receiving ARRA funds pursuant to this or any other agreement under which ARRA funds are disbursed.

Document	Weblink
American Recovery and Reinvestment Act of 2009	ARRA
Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282)	FFATA
OMB M-09-21, Implementing Guidance for the Reports on Use of Funds Pursuant to the Recovery Act of 2009. OMB M-09-21 Supp 1: List of Programs Subject to Recipient Reporting OMB M-09-21 Supp 2: Recipient Reporting Data Model. Update Guidance on the ARRA Act - Data Quality, Non-Reporting Recipients and Reporting of Job Estimates OMB M-10-08	M-09-21 Memorandum M-09-21 Supplement 1 M-09-21 Supplement 2 M-10-08 Memorandum EECBG Program Notice 10-08 EECBG Program Notice 10-07A
OMB M-09-15, Updated Implementing Guidance for the Recovery Act of 2009	M-09-15
OMB Circular A-102 Grants and Cooperative Agreements with State and Local Governments	A-102
OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments	A-87
OMB A-133 Audits of States, Local Governments, and Nonprofit Organizations; June 2010 A-133 Compliance Supplement	A-133 Compliance Supplement

COMPLIANCE WITH LAW AND FUNDING SOURCE CONDITIONS: Contractor and Recycling Center Hub Communities shall comply with all applicable state and federal statutes, regulations or rules, including without limitation those imposed as a consequence of funding pursuant to this Agreement.

APPROPRIATIONS:

This Agreement’s terms are contingent upon the DOE granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, NMRC may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from DOE to NMRC. DOE’s decision as to whether sufficient appropriations are available shall be at its sole and absolute discretion and shall be final, binding and accepted by Contractor.

ACCESS TO RECORDS:

This procurement is funded by a grant from the DOE, ARRA funds. DOE imposes terms and conditions of the

grant award to NMRC and Recycling Center Hub Communities. If any part of this Agreement is funded pursuant to the ARRA, Contractor agrees to abide by the following:

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized:

- A. To examine any records of contractor or Hub Recycling Community, its subcontractors or subgrantees, or any state or local agency administering such contract that pertain to, and involve transactions relation to, the subcontract, grant or subgrant; and
- B. To interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.
- C. Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

INSPECTOR GENERAL REVIEWS:

In addition to the access to records provisions of 2 CFR 215.53 or 40 CFR 31.42, and in accordance with the provisions of section 1515 of the American Recovery and Reinvestment Act of 2009 (ARRA), the sub-recipient agrees to allow any appropriate representative of the Office of Inspector General to (1) examine any records of the sub-recipient, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the procurement contract or subcontract; and (2) interview any officer or employee of the sub-recipient, subcontractor, or agency regarding such transactions.

The sub-recipient is advised that providing false, fictitious or misleading information with respect to the receipt and disbursement of DOE grant funds may result in criminal, civil or administrative fines and/or penalties. The sub-recipient should be aware that the findings of any review, along with any audits, conducted by an inspector general of a Federal department or executive Agency and concerning funds awarded under ARRA shall be posted on the inspector general's website and linked to www.recovery.gov, except that information that is protected from disclosure under sections 552 and 552a of title 5, United States Code may be redacted from the posted version.

ARRA REPORTING REQUIREMENTS:

The Recycling Center Hub (sub-recipient) shall comply with the reporting requirements of section 1512 of ARRA, including but not limited to the following:

1. This award requires the sub-recipient to complete projects or activities which are funded under ARRA and to report on use of ARRA funds provided through this award. Information from these reports will be made available to the public.
2. The sub-recipient must maintain a current registration in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which the sub-recipient has a procurement funded with ARRA funds. A Dun and Bradstreet Universal Numbering System ("DUNS") Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.
3. The sub-recipient shall report a detailed list of all projects or activities for which funds were expended or obligated, including:
 - The name of the project or activity;
 - The amount of the award;
 - Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source and an award title descriptive of the purpose of each funding action.
 - The location of the entity receiving the award and the primary location of the performance under the award, including the city, state, congressional district and county.

- A unique identifier of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity.
- A description of the project or activity;
- Documentation of the number of jobs created and the number of jobs retained by the project or activity. Data on number of jobs shall comply with OMB Memorandum M-09-21 description of a mathematical formula to calculate Full Time Equivalence (FTE) for jobs created and retained, at page 35, and as that memorandum may be amended, supplemented or replaced by OMB. Please also view OMB M-10-08;
- Quarterly tonnages of recyclable material processed at recycling center hub that will then be used by NMRC to calculate energy savings;
- An evaluation of the completion status of the project or activity;
- Any other information specified by the Federal Office of Management and Budget (“OMB”) or the Federal awarding Agency, if applicable.

NMRC shall assist the sub-recipient to comply with these reporting obligations.

ARRA Funds may be used in conjunction with other funds to perform the Scope of Work under this procurement, but tracking and reporting must be done separately to meet the reporting requirements of ARRA and the OMB Guidance.

SEGREGATION OF COSTS:

Recipients shall segregate the obligations and expenditures related to funding under ARRA. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of ARRA funds shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for ARRA projects.

NON-COMPLIANCE WITH ARRA REPORTING REQUIREMENTS:

Failure of Contractor or any subcontractor to Contractor to comply with the reporting requirements, through material omission, knowingly reporting false data, or failure to comply with reporting deadlines, may result in withholding of payment or termination of this Agreement.

USE OF FACILITIES:

DOE and NMRC authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Sub-recipients must provide, and must require subcontractors to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

WHISTLEBLOWER PROTECTIONS OF EMPLOYEES UNDER ARRA:

The sub-recipient agrees and acknowledges that an employee of any non-Federal employer receiving funds pursuant to ARRA may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee’s duties, to the Recovery Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency (such as the New Mexico Attorney General’s Office), a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency or their representatives, information that the employee reasonably believes is evidence of:

1. Gross mismanagement of an agency contract or grant relating to ARRA funds;
2. A gross waste of ARRA funds;

3. A substantial and specific danger to public health or safety related to the implementation or use of ARRA funds;
4. An abuse of authority related to the implementation or use of ARRA funds; or
5. A violation of law, rule, or regulation related to an agency contract (including the competition or negotiation of a contract) or grant, awarded or issued relating to ARRA funds.
6. Any employer, including the sub-recipient, receiving funds pursuant to ARRA shall post notice of the rights and remedies provided under this section.

MANDATORY WASTE, FRAUD OR ABUSE REPORTING:

If any part of this Agreement is funded pursuant to ARRA, Contractor shall:

1. Promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving such ARRA funds.
2. Promptly report to NMRC, who will report to DOE and the New Mexico Office of Recovery and Reinvestment (NMORR) any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has committed fraud, waste or abuse of ARRA funds.
3. Contractor agrees that it shall include in any subcontract agreement an affirmative obligation upon any subcontractor to comply with the mandatory waste, fraud or abuse reporting requirements specified herein.

PROTECTING STATE AND LOCAL GOVERNMENT AND CONTRACTOR WHISTLEBLOWERS:

The requirements of Section 1553 of ARRA are summarized below. They include, but are not limited to:

A. Prohibition on Reprisals: An employee of any non-federal employer receiving covered funds under ARRA may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee’s duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct, a court or grand jury, the head of a federal agency, or their representatives information that the employee believes is evidence of

- o gross management of an agency contract or grant relating to covered funds;
- o a gross waste of covered funds;
- o a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- o an abuse of authority related to the implementation or use of covered funds; or
- o as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

B. Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the federal agency shall determine whether there is sufficient basis to conclude that the non-federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- o Order the employer to take affirmative action to abate the reprisal.
- o Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- o Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys’ fees and expert witnesses’ fees) that were reasonably incurred by the

employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

C. Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

D. Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under ARRA shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.recovery.gov, for specific requirements of this section and prescribed language for the notices.) (See Attachment 3)

OMB GUIDANCE:

This procurement is subject to all applicable provisions of implementing guidance for the American Recovery and Reinvestment Act of 2009 issued by the United States Office of Management and Budget, including the Initial Implementing Guidance for the American Recovery and Reinvestment Act (M-09-10) issued on February 18, 2009 and available on www.recovery.gov, and any subsequent guidance documents issued by OMB.

WAGE RATE REQUIREMENTS. If the work to be performed under this Agreement is for work in excess of \$2,000 for construction, alteration, or repair, including painting and decorating, or otherwise is subject to the provisions of the Davis-Bacon Act (40 U.S.C. Section 3142), Sub-recipient and any Subcontractors shall comply as specified in 29 C.F.R. 5.5(a) as indicated below. If Sub-recipient fails to comply with the provisions of this Paragraph, NMRC may terminate this Agreement by giving notice as specified in the Term Paragraph

- If applicable, Sub-recipient shall comply with Division A, Section 1606 of ARRA regarding wage rate requirements, as that section may be amended or renumbered.
- If applicable, Sub-recipient shall comply with Division B, Section 1601 of ARRA regarding application of certain labor standards to projects financed with certain tax-favored bonds.
- Sub-recipient is responsible for advising any subcontractor of this requirement.
- Sub-recipient will supply NMRC with documented weekly payrolls under Davis-Bacon requirements.

ARRA BUY AMERICAN REQUIREMENTS FOR MATERIALS PURCHASED WITH ARRA FUNDING:

Unless waived by DOE, Section 1605 of ARRA requires the use of American iron, steel, and manufactured goods in projects for construction, alterations, or repairs of public buildings or public works.

A. None of the funds appropriated or otherwise made available through ARRA may be used for a project for the construction, alternation, maintenance or repair of a public building or public work unless all of the iron, steel and manufactured goods in the project are produced in the United States. "Manufactured goods" means a good incorporated into a building or work that has been:

1. Processed into a specific form or shape; or
2. Combined with other raw material to create a material that has different properties than the properties of the individual raw materials

There is no requirement with regard to the subcomponents of a manufactured good so long as the manufacturing took place in the United States.

B. Unless DOE makes a determination that: 1) application of this requirement would be inconsistent with the public interest; 2) iron, steel and the manufactured goods are not produced in the U.S. in sufficient and reasonable quantities and of a satisfactory quality; or 3) inclusion of iron, steel and manufactured goods

produced in the U.S. will increase the overall project cost by more than 25 percent, Contractor must adhere to the “buy American” requirements.

C. If DOE makes such a determination and publishes in the Federal Register a detailed written justification as to why the provision is being waived, NMRC shall advise Contractor of the determination.

HISTORIC PRESERVATION:

Prior to the expenditure of federal funds to alter any structure or site, the Sub-recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE’s 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the Recipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 30 C.F.R. Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>.

Section 110(k) of the NHPA applies to DOE funded activities. Sub-recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Sub-recipients should be aware that NMRC and the DOE Contracting Officer will consider the Sub-recipient in compliance with Section 106 of the NHPA only after the Sub-recipient has submitted adequate background documentation to the SHPO/THPO for its review and the SHPO/THPO has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Sub-recipient shall provide a copy of this concurrence to NMRC.

PUBLICATION REQUIREMENTS:

Contractor shall acknowledge DOE in any publication that results from this Agreement. Any such publication shall contain the following acknowledgment:

“This material is based upon work supported by the Department of Energy under Award Number(s) DE-EE0003799.”

“Disclaimer: This report was prepared as an account of work sponsored by an agency of the United States government. Neither the United States Government or any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. References herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

ARRA PROJECT SIGNAGE:

This project receives funding under the American Recovery and Reinvestment Act of 2009 (ARRA) and the Sub-recipient must display the ARRA Logo in a manner that informs the public that the project is an ARRA investment.

WASTE MANAGEMENT:

Contractor assures that it will create or obtain a waste management plan addressing waste generated by a proposed “Recycling Center Hub” prior to the Project generating waste. This waste management plan will describe “Recycling Center Hub’s” plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and

asbestos) generated as a result of the proposed Project. The “Recycling Center Hub” shall ensure that the Project is in compliance with all federal, state and local regulations for waste disposal. Contractor shall make the waste management plan and related documentation available to NMRC or DOE on their request (for example, during a post-award audit).

PROHIBITION OF USE OF FUNDS:

None of the ARRA funds may be used by any state or local government or private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

FALSE CLAIMS ACT:

The sub-recipient must promptly refer to DOE’s Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor, loan recipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this grant awarded to the sub-recipient. The sub-recipient is advised that providing false, fictitious or misleading information with respect to the receipt and disbursement of DOE grant funds may result in criminal, civil or administrative fines and/or penalties.

AVAILABILITY OF FUNDS:

Funds appropriated under ARRA and obligated to this particular Sub-recipient program are available for reimbursement of costs until June 30, 2012.

CONTRACTOR RESPONSIBILITIES FOR INFORMING SUBCONTRACTORS:

A. To maximize the transparency and accountability of funds authorized under ARRA as required by Congress and in accordance with “Uniform Administrative Requirements for Grants and Agreements” and OMB Circular A–110 provisions, NMRC agrees to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A–110 is available at http://www.whitehouse.gov/omb/circulars_a122_2004

B. For Contractors covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

This shall be accomplished by identifying expenditures for federal awards made under ARRA separately on the SEFA, and as separate rows under Item 9 of Part III on the SF– SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the federal program on the SEFA and as the first characters in Item 9d of Part III on the SF– SAC.

C. NMRC agrees to separately identify to each subcontractor, and document at the time of subaward and at the time of disbursement of funds, the federal award number, CFDA number, and amount of ARRA funds. When NMRC awards ARRA funds for an existing program, the information furnished to Contractor shall distinguish the subawards of incremental ARRA funds from regular subawards under the existing program.

D. NMRC agrees to require its subcontractors to include on their SEFA information to specifically identify ARRA funding similar to the requirements for the recipient SEFA described above. This information is needed to allow NMRC to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

EQUAL OPPORTUNITY COMPLIANCE: NMRC, Recycling Center Hub Communities, and vendors agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, Contractor assures that no person in the United States shall, on the grounds of race, religion,

color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

PROGRAM INCOME:

All program income may be retained by the Sub-recipient and added to funds committed to the project by NMRC, DOE and recipient, and then used to further eligible project or program objectives.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND 40 U.S.C. 276C):

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Sub-recipient shall report all suspected or reported violations to NMRC and the Federal awarding agency.

DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 276A TO A-7):

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The Sub-recipient shall report all suspected or reported violations to NMRC and the Federal awarding agency.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333):

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government

Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT (42 U.S.C. 7401 ET SEQ.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 ET SEQ.), AS AMENDED:

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the Sub-recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

LOBBYING AND LITIGATION: The sub-recipient shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sub-recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities

DEBARMENT AND SUSPENSION (E.O.S 12549 AND 12689):

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees. You must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR parts 180 and 901. NMRC, sub-recipients and vendors shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Sub-Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Sub-recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions.

NONDISCRIMINATION POLICIES:

You must comply with applicable provisions of the following national policies prohibiting discrimination:

1. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as implemented by DOE regulations at 10 CFR part 1040;
2. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as implemented by DOE regulations at 10 CFR parts 1041 and 1042;

3. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C.6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90 and DOE regulations at 10 CFR part 1040;
4. On the basis of disability, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DOE regulations at 10 CFR part 1041;
5. On the basis of race, color, national origin, religion, disability, familial status, and sex under Title VIII of the Civil Rights Act (42 U.S.C. 3601 et seq.) as implemented by the Department of Housing and Urban Development at 24 CFR part 100; and
6. On the basis of disability in the Architectural Barriers Act of 1968(42 U.S.C. 4151 et seq.) for the design, construction, and alteration of buildings and facilities financed with Federal funds.

ENVIRONMENTAL POLICIES:

You must:

1. Comply with applicable provisions of the Clean Air Act (42 U.S.C.7401, et. seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799] and Environmental Protection Agency rules at 40 CFR part 32, Subpart J.
2. Immediately identify to us, as the awarding agency, any potential impact that you find this award may have on:
 - a. The quality of the human environment, including wetlands, and provide any help we may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321 et. seq.) and assist us to prepare Environmental Impact Statements or other environmental documentation. In such cases, you may take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until we provide written notification of Federal compliance with NEPA, as implemented by DOE at 10 CFR part 1021.
 - b. Flood-prone areas, and provide any help we may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas, as implemented by DOE at 10 CFR part 1022.
 - c. Use of land and water resources of coastal zones, and provide any help we may need to comply with the Coastal Zone Management Act of 1972(16 U.S.C. 1451, et. seq.).
 - d. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores, and provide help we may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et. seq.), concerning preservation of barrier resources.
 - e. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide any help we may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
 - f. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide any help we may need to comply with the Safe Drinking Water Act(42 U.S.C. 300h-3).
- 3) Comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35. The requirements concern lead-based paint in housing owned by the Federal Government or receiving Federal assistance.
- 4) Comply with section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962), and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247, which require the purchase of recycled products by States or political subdivision of States.

DRUG-FREE WORKPLACE:

You must comply with drug-free workplace requirements in Subpart B of 10 CFR part 607, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

OFFICIALS NOT TO BENEFIT:

You must comply with the requirement that no member of Congress shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41U.S.C. 22.

HATCH ACT:

If applicable, you must comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7326), as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

TERMINATION:

Either party (NMRC, Recycling Hub Community) may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. By such termination, neither party may nullify obligations or duties accrued prior to the termination date. If a party fails to fulfill this Agreement's terms, after the other party provides written notice of the failure to perform and a reasonable opportunity to comply, the notifying party may immediately terminate this Agreement for breach of contract. These provisions are not exclusive and do not waive other legal rights and remedies afforded NMRC and DOE in such circumstances as Contractor's default or breach of contract.

NMRC or DOE may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement).," You must inform NMRC or DOE immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.

NMRC's or DOE's right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to NMRC or DOE under this award.

Prohibition Statement - You as the sub-recipient, your employees, contractors under this award, and contractors' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

PENALTIES FOR VIOLATION OF LAW:

The Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

Know Your Rights Under the Recovery Act!

Did you know?

The American Recovery and Reinvestment Act of 2009 ¹ provides protections for certain employees of non-federal employers who make specified disclosures relating to possible fraud, waste and/or abuse of Recovery Act funds.

Who is protected?

Employees of non-federal employers receiving recovery funds. This includes State and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

How are Whistleblowers Protected?

You cannot be discharged, demoted or otherwise discriminated against as a reprisal for making a protected disclosure.

What types of disclosures are protected?

The disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representatives.

The disclosure must involve information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to recovery funds;
- a gross waste of recovery funds;
- a substantial and specific danger to public health or safety related to the implementation or use of recovery funds;
- an abuse of authority related to the implementation or use of recovery funds; or
- a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

Take Action!

Log on to Recovery.gov for more information about your rights and details on how to report at www.recovery.gov.

¹ [Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5](#)

ATTACHMENT 4: SAMPLE MOU BETWEEN HUB AND SPOKE

DRAFT: MEMORANDUM OF UNDERSTANDING

This document is a sample MOU to be used by funded sub-recipient hub or spoke communities to establish roles and responsibilities with spokes or hubs in regard to the use of equipment provided under this grant program. This MOU is not required for submittal with grant application, but will be required once funded.

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into on this ____ day of _____, 2010, by and between the HUB (INSERT NAME OF COMMUNITY) and the SPOKE (INSERT NAME OF COMMUNITY.)

WITNESSETH:

- A. The HUB has received a grant from the New Mexico Recycling Coalition (NMRC) for the purpose of increasing recycling activities.
- B. The NMRC grant provides resources for both collecting and processing recyclables from a broad rural area.
- C. In order to serve the greatest population, the HUB will provide collection "trailers" or "roll-off containers" for use in SPOKE communities.
- D. In order to serve the greatest population, the HUB will provide recycling processing services to SPOKE.
- E. This agreement serves as a commitment for the HUB community to provide services as the regional recycling processing center and as a commitment from the SPOKE community to act as an active participant to provide recyclable materials to the HUB program once operational.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. PURPOSE

- A. To provide recycling collection services to residents of rural and underserved communities in New Mexico for the following materials: cardboard (OCC), mixed paper (ONP#7), Aluminum Cans (UBC), Tin Cans, Plastic Bottles #1 & #2. (can add or remove items according to program).

2. SCOPE OF WORK

- A. The HUB shall provide the following equipment and services to the SPOKE:
 - 1. X (no.) of recycling collection trailers. (SPECIFY EQUIPMENT including serial #'s)
 - 2. Processing and marketing of materials collected by SPOKE.
- B. The following conditions of use must be adhered to by the City:
 - 1. The Trailer(s) or Roll-Off Container(s) shall be utilized for the sole purpose of collecting recyclable materials (specified in Paragraph 1, Purpose) from the residents and businesses of SPOKE.
 - 2. The Trailer(s) or Roll-Off Container(s) will be located in a secure area which also provides convenient access to users

3. The Trailer(s) or Roll-Off Container(s) shall be transported solely by SPOKE owned and operated vehicles. OR the Trailer(s) or Roll-Off Container(s) shall be transported by HUB owned or operated vehicles.
4. The SPOKE shall be solely responsible for performing all regularly scheduled maintenance, as defined by manufacturer, including, but not limited to; tire repair, safety maintenance, etc.
5. The SPOKE shall be responsible for any and all damage to the Trailer(s) which occurs during the term of this MOU.
6. Upon the termination of this MOU, the SPOKE shall return the Trailer(s) or Roll-Off Container(s) to the HUB in good working order, with documented records of all maintenance performed on the Trailer(s) or Roll-Off Container(s).

C. The SPOKE shall provide the following;

1. All necessary personnel to support the collection of recyclables as defined by this MOU.
2. All transportation of the Trailer(s) or Roll-Off Container(s) via an appropriately rated and outfitted vehicle to the HUB and within the SPOKE. (Unless HUB provides transportation)
3. Alternative disposal methods for unacceptable materials collected through this program. Ensuring proper signage is maintained on collection container is critical to maintain quality control of material.
4. A location for the Trailer(s) or Roll-Off Container(s) which is both convenient and secure.
5. An education effort informing users of the acceptable materials and rules regarding use of the program.
6. Monitoring of collected materials in order to limit contamination of allowed materials.
7. Education and outreach to SPOKE's citizens regarding recycling program to ensure active participation and proper sorting of materials.

3. TERM

This Memorandum of Understanding shall remain in effect until terminated by either party pursuant to Article 6, below.

4. TERMINATION

This Memorandum of Understanding may be terminated by either of the parties hereto upon written notice delivered to the other party at least 90 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. THIRD PARTY BENEFICIARY CLAUSE

This Memorandum of Understanding is not intended by any of the provisions of any part of the Memorandum of Understanding to create in the public or any member thereof, a third party beneficiary or to authorize anyone not a party to the Memorandum of Understanding to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to this Memorandum of Understanding

6. NEW MEXICO TORT CLAIMS ACT

By entering into this Memorandum of Understanding, neither party shall be responsible for liability incurred as a result of the other party’s act or omissions in connection with this Memorandum of Understanding. Any liability incurred in connection with this Memorandum of Understanding is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-*4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties’ liabilities as governed by common law or the New Mexico Tort Claims Act. The Agency and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision of this Memorandum of Understanding modifies or waives any provision of the New Mexico Tort Claims Act.

7. AMENDMENT

This Memorandum of Understanding shall not be altered, changed or amended except by instrument in writing.

IN WITNESS WHEREOF, the parties set their hands:

HUB

NAME Date
TITLE

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

NAME Date
HUB Attorney

SPOKE

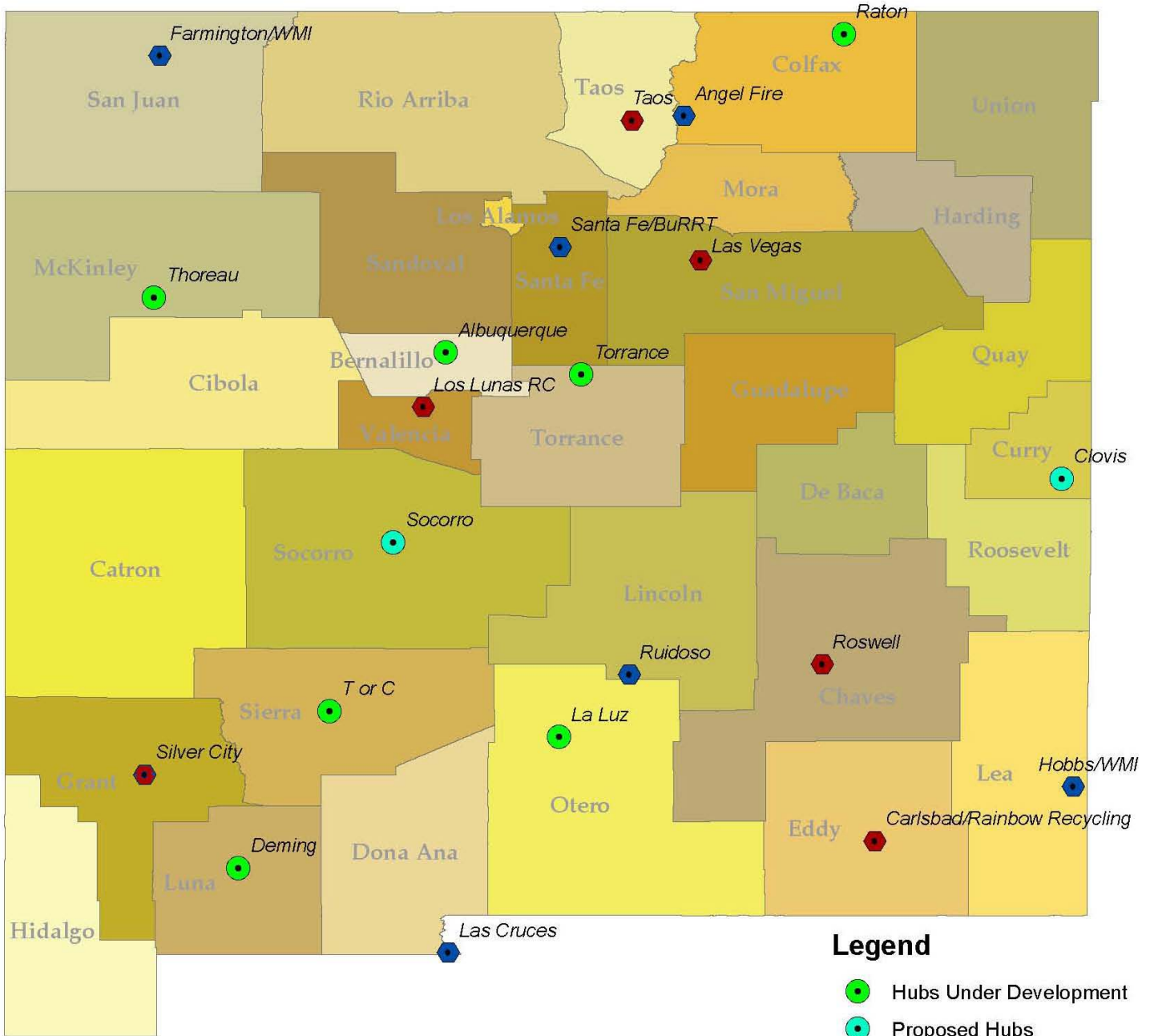
NAME Date
Mayor

SPOKE Clerk Date

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

NAME Date
SPOKE Attorney

APPENDIX 5
 NM Hub and Spoke Map



- Legend**
- Hubs Under Development
 - Proposed Hubs
 - ⬡ Existing Hubs w/ Capacity
 - ⬡ Existing w/o Capacity