

**DRAFT Confirmation of Transaction by the Mayor and City Council of Baltimore
Under Master Service Agreement for Solid Waste Material Transportation Services**

This Confirmation of Transaction ("Confirmation") is issued by the Mayor and City Council of Baltimore ("City") to [COMPANY], [TYPE OF COMPANY] duly registered to do business in Maryland ("Contractor") for services under the Master Service Agreement ("Agreement") between the Northeast Maryland Waste Disposal Authority ("Authority") and the Contractor dated [DATE], for solid waste material transportation services ("Transportation Services"). This Confirmation is issued pursuant to Article 1 of the Agreement to confirm the City's desire to enter into a Transaction with the Contractor, as described in the Agreement, for Transportation Services.

1. The provisions of Articles 1, 2, 3, 4, 5, 6 and 7 of the Agreement are incorporated by reference into this Confirmation. Any capitalized terms not defined herein shall have meanings as defined in the Agreement.

2. This Confirmation is for the transfer of *[single stream recovered material/municipal solid waste/cardboard/mixed glass]* received at the Northwest Transfer Station located at 5030 Reisterstown Road, Baltimore, Maryland, 21215 (NWTS).

3. Contractor shall transfer *[10 tractor trailer loads (or up to [180] tons per day) of recovered material]* from the NWTS to *[ABC Recycling]* ("the Processing Facility").

4. The Processing Facility is located at *[123 Resource Rd. City, State, 49 miles]* from the NWTS]. The Processing Facility operating hours are *[Monday- Friday 6:00 am to 7:00 pm.]* All operating days/times are subject to change. The City will make reasonable attempts to notify the Contractor of any changes in the operating schedule at the NWTS or Processing Facility.

5. *[The City will provide the loading and weighing of all transfer trailers at the NWTS. The City shall weigh all Contractor vehicles arriving at the Transfer Station on the City's owned and operated inbound scale and departing from the Transfer Station on the City's owned and operated outbound scale. The City's record shall include the following: gross weight, tare weight, date, time of arrival, time of departure, and vehicle identification (truck or permit number).*

The City may require each vehicle operator to present to the scale operator a card, permit, identification or license. The Authority may require from time to time the revalidation of the tare weight of any vehicle or the reweighing of unloaded vehicles.

If the permanent vehicle scales at the Transfer Station are not working properly or are being tested, the City may use portable scales at the Transfer Station. If portable scales or other alternate weight facilities and equipment meeting the requirements of applicable law are not available, a "scale outage" will occur, and the Company shall record weights at the Process Facility where the Recovered Material is transferred.

The City shall transmit scale records to the Company.]

6. The Contractor will perform services under the Contractor's Cost Proposal (incorporated herein).

7. *The Recovered Material transferred includes the following:*

Paper:

- *Office paper (all colors)*
- *Newspapers, magazines, and catalogs*
- *Mail (including junk mail, envelopes with windows, flyers, etc.)*
- *Books (including paperbacks, textbooks, and hardbacks)*
- *Brown paper bags*
- *Cardboard and paperboard boxes*
- *Corrugated cardboard (as part of mixed load or separate load)*
- *Cardboard egg containers*
- *Non-metallic wrapping paper*
- *Clean pizza boxes (not soiled with grease)*
- *Food and beverage (not soiled with grease)*
- *Food and beverage cartons (e.g. milk, juice, or stock)*

Plastic:

Narrow neck plastic containers (other than for motor oil) carrying resin codes 1 through 7

Plastic bottles (e.g. water and soda)

Plastic jugs such as milk (other than for motor oil, pesticides, and herbicides)

Plastic jars or tubs including wide-mouth containers such as peanut butter, margarine/butter tubs, yogurt, cottage cheese, sour cream, mayonnaise, whipped topping, peanut butter (lids and caps do not need to be removed)

Prescription bottles (including caps)

Rigid plastics which include plastic milk/soda crates, plastic buckets with metal handles, plastic laundry baskets, plastic lawn furniture, plastic totes, plastic drums, plastic

flowerpots, plastic drinking cups/glasses, plastic 5-gallon water bottles, plastic pallets, plastic toys, and empty plastic garbage/recycling bins

Metal:

- *Aluminum cans*
- *Metal food or beverage containers*
- *Clean aluminum foil/foil pans*
- *Empty aerosol cans*

Glass:

- *Glass bottles and jars (all colors) lids may be left on*

[Residue]

Pursuant to the Agreement: The Contractor may inspect any material prior to departure from the NWTs; however, the contractor is responsible for all material that is taken away from the NWTs.

8. The Contractor shall provide the Authority and the City with an invoice for all amounts payable by the 20th day of the month for the previous month. The City shall pay the Contractor within 45 days following receipt of the Contractor's correct invoice. Each invoice shall set forth the tons transferred to Processing Facility and transportation fees payable to Contractor for the applicable period, together with supporting documentation including scale records, sufficient to allow the recipient of the invoice to verify the Contractor's calculations of the Transportation Fee.

9. The total payments for services to be made by the City under this confirmation shall be no more than *[(XXXX,XXX) per City Purchase Order Number [12345]]*.

10. The City and the Contractor acknowledge that the Authority does not have any obligations to the City or the Contractor under this Confirmation, the Authority is not responsible for amounts due to the Contractor under this Confirmation or in connection with this Transaction and has no liability to the Contractor or the City under this Confirmation.

11. The term of this Confirmation shall begin on the effective date below and shall end on *[June 30, 2026]*. This Confirmation shall terminate according to the provisions hereof, but no later than the end of the term of the Agreement.

12. Any operational issues that need to be addressed shall be brought to the attention of the specified person listed in Attachment A to this Confirmation designated for these issues.

13. In the event of conflict between the terms of the Agreement and this Confirmation, the terms of this Confirmation prevail.

14. MBE/WBE. Article 5, Subtitle 28 (pertaining to Minority and Women's Business Enterprise), as amended, is hereby incorporated by reference into this Confirmation. As applicable, the Contractor will make good faith efforts to utilize minority and women's business enterprises and maintain records reasonably necessary for monitoring compliance with this subtitle. (See Art. 5, § 28-54, Baltimore City Code).

15. Local Hiring. Article 5, Subtitle 27 of the Baltimore City Code, as amended (the "Local Hiring Law") and its rules and regulations apply to every contract for more than \$300,000 made by the City, or on its behalf, with any person. The Local Hiring Law also applies to every agreement authorizing assistance valued at more than \$5,000,000 to a City-subsidized project. Please visit www.oedworks.com for detailed requirements of the law. If applicable, the Local Hiring Law and the Local Hiring Rules and Regulations shall be attached hereto as Exhibit __ and incorporated herein.

16. Audits. At any time during business hours and as often as the City may deem necessary, there shall be made available to the City for examination, the Contractor's records with respect to matters covered by this Confirmation. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Confirmation.

17. Nondiscrimination. The Contractor shall operate under this Confirmation so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, disability or other unlawful forms of discrimination except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position.

The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, gender identity or expression, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers. The Contractor shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector subcontracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in Article 5, Subtitle 28 of the Baltimore City Code, as amended from time to time. The Contractor understands and agrees that violation of this clause is a material breach of this Confirmation and may result in contract termination, debarment, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

Upon the City's written request, and only after the filing of a complaint against the Contractor pursuant to Article 5, Subtitle 29, of the Baltimore City Code, as amended from time to time, the Contractor agrees to provide the City, within 60 calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Contractor has used in the past four (4) years on any of its contracts that were undertaken with the Baltimore City Market Area as defined in Article 5, §28-1(d) of the Baltimore City Code, as amended from time to time, including the total dollar amount paid by the Contractor for each subcontract or supply contract. The Contractor agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Commercial Non-Discrimination Policy, as contained in Article 5, Subtitle 29, of the Baltimore City Code as amended from time to time. The Contractor understands and agrees that violation of this clause is a material breach of this Confirmation and may result in contract termination, debarment, and other sanctions

IN WITNESS WHEREOF, it is the intent of the parties that the Contractor has signed this Confirmation of Transaction under seal and further, that the parties have executed this Confirmation of Transaction effective the day and year last written below.

[CONTRACTOR]

By: _____

[NAME]
President

Date

MAYOR AND CITY COUNCIL OF BALTIMORE

By: _____

[NAME]
Director,
Department of Public Works

Date

Approved as to form and legal sufficiency

Approved by the Board of Estimates

Chief Solicitor Date

Clerk Date

Acknowledged on behalf of the Authority

Andrew Kays Date
Executive Director
Northeast Maryland Waste Disposal Authority

Attachment A

City Representative:

[CITY REPRESENTATIVE]
Chief, Disposal Services
Baltimore City Department of Public Works
200 Holliday Street, Suite 1000
Baltimore, Maryland 21202
[PHONE NUMBER]
[EMAIL]

Contractor Representative:

Name
President
[CONTRACTOR NAME]
[ADDRESS]
[PHONE NUMBER]
[EMAIL]

Authority Representative:

[NAME]
Project Manager
Northeast Maryland Waste Disposal Authority
Tower II, Suite 402, 100 S. Charles Street
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[PHONE NUMBER]
[EMAIL]

