

02449

Confirmation of Transaction by Mayor and City Council of Baltimore Under Master Service Agreement for Electronics Recycling Services

This Confirmation of Transaction (“Confirmation”) is issued by the Mayor and City Council of Baltimore (“City”) to eRevival LLC (“Contractor”) for services under the Master Service Agreement (“Agreement”) between the Northeast Maryland Waste Disposal Authority (“Authority”) and the Contractor dated November 22, 2019, for electronic materials collection, transportation, processing, disposal and recycling services (“Recycling 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 Recycling 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. The locations and hours of the Collection Sites, as defined in the Agreement, shall be inside the four City facilities located at: (i) Eastern Sanitation Yard: 6101 Bowley’s Lane; Baltimore MD 21206; (ii) Northwest Sanitation Yard: 2840 Sisson Street; Baltimore, MD 21211; (iii) Quarantine Road Landfill: 6100 Quarantine Road; Baltimore, MD 21226; and (iv) Northwest Transfer Station: 5030 Reisterstown Road; Baltimore, MD 21215. Collection Site hours for the Northwest Sanitation Yard, Eastern Sanitation Yard, and Quarantine Road Landfill are from 9 a.m. to 5 p.m. Monday through Saturday. Collection Site hours for the Northwest Transfer Station are from 7 a.m. to 3 p.m. Monday through Saturday. These facilities are closed on the following eleven (11) holidays: New Year’s Day, Martin Luther King Jr. Day, President’s

Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

3. Collection Containers (Gaylord containers, pallets (if requested by the City in writing) and shrink wrap) will be provided by the Contractor. The City will palletize CRTs as per the Contractor's written instructions and place other material into the Contractor-provided Collection Containers for shipment to the Contractor. The City will not provide equipment or assistance to the Contractor for pickup. The Contractor will use live load box trucks/trailers using its own equipment. The number of Large Storage Containers and Average Pickups per Month (as defined in the Agreement) that shall be provided by the Contractor for each Collection Site are: (i) Eastern Sanitation Yard: one (1) C Container picked up by Box Truck at a minimum of 2 pickups per week; (ii) Northwest Sanitation Yard: one (1) C Container picked up by Box Truck at a minimum of 4 pickups per week; (iii) Quarantine Road Landfill: one (1) Trailer Container picked up by Trailer Vehicle (or one (1) C Container picked up by Box Truck if requested by the City in writing) with pickup on call as needed; and (iv) Northwest Transfer Station: one (1) C Container picked up by Box Truck on call as needed.

4. The Contractor will perform services under the Contractor's All Acceptable Materials Cost Proposal (incorporated herein). The weighing procedures for Acceptable Materials (as defined in the Agreement) shall be: The Contractor shall provide tare weights for all vehicles and Collection Containers used (subject to periodic verification of empty vehicles by weighing without Box Truck contents on any scales utilized). The tare weight of each vehicle and Collection Containers shall be kept at the City's scale house and/or database to be used as necessary. The empty truck will pull onto the inbound scale to get the tare weight of the truck only. The truck will then load a full amount of Collection Containers and weigh out. The full

weight of the load will include the total weight of the truck, Collection Containers and electronics. Upon entering the designated Collection Site, the Contractor will weigh-in the collection vehicle at the scale house. Once the vehicle is loaded it will weigh-out before leaving the site. A scale ticket will be produced by the scale attendant and given to the Contractor which identifies the net load weight which will be the basis for monthly payments. If there is no scale or if the scale at the designated Collection Site is unavailable, then the Contractor shall weigh the vehicles at a site designated by the City or at certified scales previously approved, in writing, by the Authority and the City. More specifically, for the two Collection Sites (EasternSanitationYard and theNorthwestSanitationYard) that do not currently have scales in place, the Contractor will utilize the Contractor's scales at the designated Contractor Recycling Site to identify the net load weight which will be the basis for monthly payments. For the two Collection Sites (NorthwestTransferStation and Quarantine Road Landfill) that currently have scales in place, the Contractor will utilize the Collection Site's facility scales, as described above, unless otherwise instructed by the City in writing.

5. AllAcceptable Material to be collected and invoiced for Recycling Services under this Confirmation shall include all Acceptable Materials listed under Article 2 of the Agreement. Pursuant to the Agreement: Exhibit C, Request for Proposals, Section 3.8: "the Contractor is responsible for all material that is taken from the Member Jurisdiction's Designated Collection Site(s). The Contractor may inspect and reject any non-Acceptable Material prior to departure from the Designated Collection Site(s); however, the Member Jurisdiction is not responsible for payment of any non-Acceptable Material taken to the designated Recycling Site."

6. The Contractor shall invoice the City directly in accordance with the contract information provided in Attachment A to this Confirmation. The Contractor shall provide the Authority and the City with an invoice for all amounts payable within 15 business days immediately succeeding the calendar month for which service was provided. The City shall pay the Contractor within 30 business days following receipt of the Contractor's correct invoice. The invoice must include the commodity breakdown report, to include the date, the total weight of the load and the weight of those materials that comprised the load, including but not limited to, (1) CRT monitors and televisions, (2) flat screen monitors and televisions, and (3) miscellaneous other items. The following fee schedule, as provided in the Contractor's Cost Proposal, will be applicable for all Acceptable Materials under this Confirmation collected by the Contractor: the City will pay the Contractor \$0.28 per pound for All Acceptable Materials defined under this Confirmation, unless otherwise instructed by the City in writing. All pricing shall remain firm throughout the term of the Agreement and Confirmation.

7. 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.

8. The term of this Confirmation shall begin on the effective date below and shall end on the expiration of the Authority's Agreement, June 30, 2023.

9. 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, if different from the first person.

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

11. MBE/WBE and Local Hiring. The requirements of the Baltimore City Code, Article 5, Subtitle 28 (pertaining to Minority and Women's Business Enterprise), as amended, are hereby incorporated by reference into this Agreement. If applicable, failure of Contractor to comply with this subtitle shall constitute a material breach of this Agreement and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to Contractor. 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).

12. Invoices. Invoices must show City's full current purchase order number as issued to Contractor and be sent to the bill-to-address as shown on the purchase order or purchase order release or email: City-Payables@BaltimoreCity.gov to be promptly considered for payment. Payment shall be made in accordance with any and all instructions on the purchase order or purchase order release.

13. Reimbursement. The City shall reimburse Contractor for the services in an amount not to exceed **\$1,000,000.00** according to the quote at Attachment B. The City's reimbursement to Contractor is contingent upon the City's review and approval of Contractor's invoices related to this Agreement.

14. Notice. All notices shall be in writing and be given in person, by courier service, or by certified mail to the following persons:

For City:

Erin Sher Smyth, Purchasing Agent
Bureau of Procurement

For Contractor:

Soni Sunkara
Erevival Limited Liability Company

7 E. Redwood St., 10th Floor
Baltimore, MD 21202

33 A Branch Street
Patterson, NJ 07026

15. Tax Exempt. The City is exempt from Federal Excise Tax pursuant to Section 4221 of the Internal Revenue Code, as amended from time to time. The City is exempt from Maryland Sales and Use Tax pursuant to Exemption Certificate #30000559.

16. Compliance with Laws. Each party agrees to comply will all federal, state and local laws applicable to the terms of this Agreement.

17. Modifications. The parties may make modifications to this Agreement in writing if duly executed by authorized representatives of each party and with the required governmental approvals (such as the Board of Estimates of Baltimore City).

18. Audits. At any time during business hours with reasonable notice and as often as deemed necessary, the City may examine the Contractor's records that are available with respect to matters covered under this Agreement.

19. Retention of Records. The Contractor shall retain and maintain all records and documents related to this Agreement for a minimum of 3 years from the date of final payment under this Agreement or pursuant to any applicable statute of limitations.

20. Disputes. To prevent disputes and litigation where either party is not satisfied with the work or performance of the other party under this Agreement, the Chief Administrative Officer of Contractor or his/her designee and the City Purchasing Agent or his/her designee shall meet in good faith to attempt to resolve the contested issue(s). If the issue(s) are not resolved, either party may proceed with litigation in the courts of Baltimore City under the laws of the State of Maryland.

20. Entire Agreement. This Agreement constitutes the entire, full and final understanding between the parties and neither party shall be bound by any agreements not expressly set forth herein.

[signature page follows]

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.

Witness:



EREVIVAL LLC

By:



12/12/2019
Date

Name:

Soni Sunkara

Title:

Director

BALTIMORE

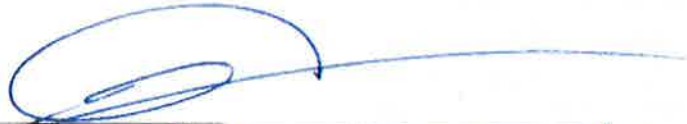
Witness:



Alternate Custodian of the City Seal

MAYOR AND CITY COUNCIL OF

By:



Erin Sher Smyth
City Purchasing Agent,
Baltimore City

Date 12/18/19

Approved for Form and Legal
Sufficiency

By:

Chief Solicitor

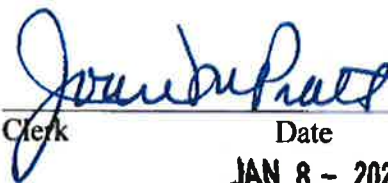


Approved by Board of Estimates of Baltimore
City

By:

Clerk

Date



JAN 8 - 2020

Acknowledged on behalf of the Authority

Chris Skaggs 2/4/2020
Skaggs Date
Executive Director, Authority

Christopher

Attachment A

City Representative:

Kristyn Oldendorf
Program Analyst
200 N. Holliday, Room 1000
Baltimore, MD 21202
(410) 396-4511
Kristyn.Oldendorf@baltimorecity.gov

Contractor Representative:

Name: Soni Sunkara
Address: 7075 Oakland Mills Rd, Suite D
City, State, Zip: Columbia, MD 21046
Phone: 800-696-8042 (w)
contact@erevival.com

Authority Representative:

Kitty McIlroy
Tower II, Suite 402
100 S. Charles Street
Baltimore, MD 21201
410-333-2730
Kmcilroy@nmwda.org

Attachment B - Quote

