

ORIGINAL

**Confirmation of Transaction by Baltimore County, Maryland
Under Master Service Agreement for Electronics Recycling Services**

This Confirmation of Transaction (“Confirmation”) is issued by Baltimore County, Maryland (“County”) to eRevival Limited Liability Company (a/k/a 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 County’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 Recycling Areas, as defined in the Agreement, shall be: the Western Acceptance Facility, located at 3310 Transway Road, Halethorpe, MD 21227 (from 7:00 am through 4:00 pm); the Eastern Sanitary Landfill, located at 6259 Days Cove Road, White Marsh, MD 21162 (from 7:30 am through 3:30 pm); and the Central Acceptance Facility, located at 201 West Warren Road, Cockeysville, MD 21030 (from 7:00 am through 4:00 pm), all in the Customer Convenience Center areas. The facilities are open Monday through Saturday and closed on the following six (6) holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

3. Collection Containers (Gaylord boxes, pallets and shrink wrap) will be provided by the Contractor. The number of Large Storage Containers (as defined in the Agreement) that shall

be provided by the Contractor is: one (1) C Container or one (1) Trailer with one (1) pallet jack with a minimum of 14 Gaylord boxes/pallets at a minimum of one (1) pickup per month for the Western Acceptance Facility; one (1) C Container with 6-8 Gaylord boxes/pallets needed per week, with a minimum of four (4) pickups per month for the Eastern Sanitary Landfill; and one (1) Trailer or one (1) C Container with approximately 15 Gaylord boxes/pallets needed per week, with a minimum of eight (8) pickups per month for a box truck or four (4) pickups per month for a Trailer for the Central Acceptance Facility.

4. The Contractor will perform services with respect to the Other Acceptable Materials category as set forth in the Contractor's Cost Proposal (Appendix E). The weighing procedures for Acceptable Materials (as defined in the Agreement) shall be: the cab and trailer shall be weighed upon entering the County facility on the inbound scale. The trailer shall then be unloaded at the Customer Convenience Center area. The cab shall then exit the facility and be weighed on the outbound scale. The outbound weight (cab only) will be deducted from the inbound weight (cab and trailer) to determine the tare weight of the trailer. This tare weight will be stored by the County. The cab shall then re-enter the facility to pick up a fully loaded trailer, the tare weight of which had previously been stored by the County when it was dropped off at the facility. The cab and trailer shall weigh out upon exiting the County facility, and scale house staff shall deduct the cab weight and trailer weight from the total gross weight to determine the weight of the materials being collected. This net weight shall be recorded as part of the transaction record by the County.

5. All Acceptable Material to be collected and invoiced for Recycling Services under this Confirmation shall include all Acceptable Materials listed under Article 2 of the Master Service Agreement, with the exception of CRT and flat screen computer monitors and televisions.

Pursuant to the Master Service Agreement: Exhibit C, Request for Proposals, Section 3.8: "if a Contractor is in a pick-up contract for a Member Jurisdiction, 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 provide the Authority and the County with an invoice for all amounts payable by the fifteenth (15th) day of the calendar month immediately succeeding the calendar month for which service was provided. The County shall pay the Contractor within 30 business days following receipt of the Contractor's correct invoice. 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 County will pay the Contractor \$0.28 per pound for All Acceptable Materials defined under this Confirmation. All pricing shall remain firm throughout the term of the Master Service Agreement and Confirmation.

7. By the fifteenth (15th) day of each month, the Contractor shall transmit to the County a weight report detailing the composition of each load that was sent to the Contractor during the preceding month. The information included shall be the date, the total weight of the load and the weight of those materials that comprised the load, including but not limited to CRT monitors and televisions, flat screen monitors and televisions and miscellaneous other items.

8. The County and the Contractor acknowledge that the Authority does not have any obligations to the County 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 Confirmation, and has no liability to the Contractor or the County under this Confirmation.

9. The term of this Confirmation shall begin on the date the Contractor begins providing Recycling Services to the County, which shall be February 1, 2020 and shall end on April 30, 2020 unless approved by County Council. If this contract is approved by County Council, the term is extended to coincide with the expiration of the Authority's Master Service Agreement, June 30, 2023. However, the County may, without liability, terminate the Confirmation for its own convenience upon written notice to the Contractor at least 60 days prior to the effective date for such termination. In the event of any such termination, the Contractor shall only be entitled to compensation for the earned value of work performed up to the date of such termination.

10. In no event shall the compensation paid to the Contractor exceed the sum of Twenty-Five Thousand Dollars and No Cents (\$25,000.00) unless the Baltimore County Council approves the Confirmation, at which time the term is extended as described in Section 9 above. In no event shall the total compensation exceed the County Council approved appropriation for this service.

11. Unless otherwise specified, the Contractor shall invoice the County directly in accordance with the contact information provided in Attachment A to this Confirmation. 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.

12. The Contractor shall provide evidence of insurance as required by the County pursuant to the insurance requirements of the Agreement and the Contractor shall maintain the insurance coverages required by the County and the Agreement while this Confirmation is in effect. Such documentation may, in the discretion of the County, be in the form of binders,

endorsements, or declarations from the insurance company. The Certificate of Insurance shall be attached hereto as Attachment B.

13. All representations and warranties made in the Procurement Affidavit, the Proposal response, and the Contract Affidavit, attached hereto as Attachment C and incorporated herein, and the Agreement remain true and correct in all respects throughout the term of this Confirmation.

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

15. This Confirmation may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

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

Witness:

[Signature]

REVIVAL LIMITED LIABILITY COMPANY
Federal Identification No. 20-8224982

By:

[Signature]
Name: Soni Sunkara
Title: Director

1/2/2020
Date

Witness:

[Signature] By:

BALTIMORE COUNTY, MARYLAND, a body corporate and politic

[Signature]
Stacy L. Rodgers
County Administrative Officer

1/29/20
Date

APPROVED FOR FORM AND LEGAL SUFFICIENCY*
(Subject to Execution by A Duly Authorized County Administrative Official and County Council, if Indicated)

MASTER AGREEMENT ONLY
ENCUMBRANCES ARE BY DELIVERY ORDER

[Signature]
OFFICE OF THE COUNTY ATTORNEY Date 2/10/20
*Approval of Form and Legal Sufficiency Does Not Convey Approval or Disapproval of Substantive Nature of Transaction. 4422
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

[Signature]
Date 1/23/20

REVIEWED AND APPROVED:

[Signature] 1/15/20
Date
Steven A. Walsh
Director
Department of Public Works

REVIEWED AND APPROVED:

[Signature] 1/13/20
Date
Michael R. Beichler
Chief
Bureau of Solid Waste Management

Acknowledged on behalf of the Authority:

[Signature]
Christopher Skaggs
Executive Director, Authority

BALTIMORE COUNTY COUNCIL

By: [Signature] 3-2-20
Chair Date

Attachment A

County Representatives:

Charles Reighart
111 W. Chesapeake Avenue
Towson, MD 21204
(410) 887-2182
creighart@baltimorecountymd.gov

Send invoice and backup documentation to:

John Mohr
111 W. Chesapeake Avenue
Towson, MD 21204
410-887-4631
jmohr@baltimorecountymd.gov

Christine Carpenter
400 Washington Avenue, Room 148
Towson, MD 21204
410-887-3361
ccarpenter@baltimorecountymd.gov

Contractor Representative:

Soni Sunkara
7075 Oakland Mills Rd, Suite D
State, Zip: Columbia, MD 21046
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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by "your work" for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

ATTACHMENT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Davies & Associates 80 Floral Avenue Murray Hill NJ 07974	CONTACT NAME: Judy Davies PHONE (A/C, No, Ext): (908) 464-6100 E-MAIL ADDRESS: jcdavies@davies-assoc.com	FAX (A/C, No): (908) 464-3683
	INSURER(S) AFFORDING COVERAGE INSURER A : Drive New Jersey Insurance Com INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Erevival LLC 33a Branch St Paterson NJ 07524		

COVERAGES **CERTIFICATE NUMBER:** CL19112219510 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Fa occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO/AGG \$ \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		03144949-5	05/30/2019	05/30/2020	COMBINED SINGLE LIMIT (Fa accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						COMBINED SINGLE LIMIT EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Baltimore County Maryland 400 Washington Ave Towson MD 21204	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ATTACHMENT B

AGENCY CUSTOMER ID: 00044687

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Davies & Associates		NAMED INSURED Erevival LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Baltimore County Maryland is an additional insured subject to the policy terms, conditions, and exclusions.

Attachment C

Contract Affidavit

A · AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the Executive Director and the duly authorized representative of eRevival Limited Liability Company (the "Business") and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. BID/PROPOSAL AFFIDAVIT AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Procurement Affidavit dated December 26, 2019, and executed by me for the purpose of obtaining the contract to which this Affidavit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENAL TIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

1/2/2020

By: _____



Soni Sunkara
Director

(Authorized Representative)