

**Confirmation of Transaction by the Mayor and City Council of Baltimore
Under Master Service Agreement for Collection and Composting Services**

This Confirmation of Transaction (“Confirmation”) is issued by the Mayor and City Council of Baltimore (“City”) to [Organics bin Contractor] (“Contractor”) for services under the Master Service Agreement (“Agreement”) between the Northeast Maryland Waste Disposal Authority (“Authority”) and the Contractor dated [DATE], for the collection and removal of organic waste from multiple locations within the City for the purpose of composting (“Collection and Composting 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 Collection and Composting 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 Designated Collection Sites, as defined in the Agreement, shall be the following, or their successor facilities, as established by the City. Additional sites beyond the five below, or their successors, shall be added after written agreement with the City, Authority, and Contractor.

Location	Address
Eastern Sanitation Yard (Bowley’s)	6101 Bowley’s Lane 21206
Northwest Citizens’ Convenience Center (Sisson St)	2840 Sisson Street 21211
Northwest Transfer Station (NWTS)	5030 Reisterstown Road 21215
Quarantine Road Landfill (QRL)	6100 Quarantine Road 21216
Western Sanitation Yard (Reedbird)	701 Reedbird Avenue 21225

The site hours of operation are generally Monday-Saturday 7:00 am to 5:00 pm and bins must be serviced within those hours. Unless otherwise directed in writing by the City, these Designated Collection Sites are closed and collection on the following days will not be allowed:

New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous People's Day, Veterans Day, Thanksgiving Day, and Christmas Day. 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 Designated Collection Sites.

3. Collection Containers (65-gallon rolling cart/bins with tight fitting lids) will be provided by the Contractor. The City will not provide equipment or assistance to the Contractor for pickup. The Contractor will load using their own equipment. All Designated Collection Sites accept residential materials only.

4. The Contractor will perform services under the Contractor's Cost Proposal (incorporated herein). The Contractor will provide a monthly report to the City that includes, at a minimum, date of pickup, total number of containers, total weight of material composted per location, and approved compost facility utilized. The report must be provided by the 8th day of the month for the previous month.

5. All Acceptable Material to be collected and invoiced for Collection and Composting Services under this Confirmation shall include all Acceptable Materials listed under Article 2 of the Agreement, restated here:

1. Fruits and Vegetables
2. Eggshells
3. Gourds
4. Grains, bread, pasta
5. Coffee Grounds
6. Paper tea bags
7. Dairy
8. Meats

Pursuant to the Agreement: The Contractor is responsible for/takes ownership of all material removed from the Designated Collection Sites. The Contractor may inspect and reject any non-Acceptable Material prior to departure from the Designated Collection Site; however, the contractor is responsible for all material that is taken away from the Designated Collection

Site and the City is not responsible for payment of any non-Acceptable Material taken to the designated Composting 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 by the 10th 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. The invoice must include, at a minimum, the number of containers collected on each date, from each Designated Collection Site, and the rate per container, as agreed to based on the contractor proposal.

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, 2028. However, the Agreement provides for an allowance of two 3-year options, each at the Authority's sole discretion. This Confirmation shall terminate according to the provisions hereof, but no later than the end of the term of the Agreement.

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.

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

11. 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).

12. 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.

13. 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.

14. Nondiscrimination. The Contractor shall operate under this Agreement 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

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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.

[Organics bin Contractor]

By: _____
Date

Name: _____

Title: _____

MAYOR AND CITY COUNCIL OF BALTIMORE

By: _____
Khalil Zaied
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:

Cara Murray
Program Analyst, Office of Waste Diversion
Baltimore City Department of Public Works
200 Holliday Street, Suite 1000
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Contractor Representative:

[Organics bin Contractor contact info]

Authority Representative:

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Northeast Maryland Waste Disposal Authority
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