

R-01-2023 A Resolution Authorizing the City to Enter into a Contract for Trash Removal Services

**City Council of the City of Glenarden, Maryland
2022 Legislation**

Resolution Number: **R-01-2023**
Sponsor: **Derek D. Curtis, II, Council President**
Co-Sponsor: **At the request of the Administration**
Public Hearing: **Tuesday, July 12, 2022**
Session: **Regular Session**
Date of Introduction: **Tuesday, September 19, 2022**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT
FOR TRASH REMOVAL SERVICES**

WHEREAS, the City of Glenarden’s trash contract with GCI Residential, Inc. expired on April 30, 2022; and

WHEREAS, Section 818 “CONTRACT PROCEDURE” of the City Charter requires that the City engage in a competitive bidding process for the procurement of goods and services with an estimated cost exceeding \$6,000; and

WHEREAS, the administration went through a competitive bidding process, Request for Proposals (RFP) process and to award a contract to the most responsive bidder to ensure that the residents of Glenarden receive trash removal services; and

WHEREAS, for the peace, health, safety, and welfare of the citizens of Glenarden, it is deemed necessary for the City to provide Solid Waste Collection service to its citizens; and

WHEREAS, the Council has determined that it is in the public interest that the Administration, be authorized to select a contractor.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Glenarden, Maryland sitting in Regular Session this 19th day of September, 2022 as follows:

1. The Administration is authorized to assume award the RFP for Residential Trash Removal Services to the sole bidder: GCI Residential, Inc.
2. The City is authorized to enter into said contract not to exceed Seven Hundred Thousand Three Hundred Thirty-Five Dollars and 00/100 (\$700,335) payable from the General Fund Account 10.75.10.7230.
3. The contract with GCI Residential, Inc. is hereby attached as Exhibit A and incorporated herein.
4. The Resolution shall take effect immediately upon passage by the City Council.

R-01-2023 A Resolution Authorizing the City to Enter into a Contract for Trash Removal Services

1 Date Approved: _____

2 ATTEST:

City Council of Glenarden

3
4 _____
5 Victoria Lewis, Council Clerk

Derek D. Curtis, II, Council President

6
7 _____
8 Angela D. Ferguson, Council Vice President

9
10 _____
11 Erika L. Fareed, Councilwoman

12
13 _____
14 James A. Herring, Councilman

15
16 _____
17 Kathleen J. Guillaume, Councilwoman

18
19 _____
20 Maurice A. Hairston, Councilman

21
22 _____
23 Robin Jones, Councilwoman

24
25
26 Votes:

27 Yes _____

28 No _____

29 Abstain _____



RESIDENTIAL, INC

Consuella M. Barbour
City Manager
City of Glenarden
James R. Cousins, Jr. Municipal Center
8600 Glenarden Parkway
Glenarden, MD 20706

Dear Ms. Barbour:

I apologize for the delay in response to your request to review the contract for the City of Glenarden residential trash collection. We would like to request the following changing or to add some additions, information to be made to the contract listed below.

- Change the name from Goode Companies, Inc. to GCI Residential, Inc.
- Rights to request fuel surcharge if the Eastern average on diesel fuel average over \$4.95 per gallon at a percent rate.
- To have an four percent CPI increase to be automatic added to the renewal of the contract for the following option year two and three.
- Rights to request disposal increase with an thirty day notice, if the Prince George's County landfill rates increase above the current rate of \$70.00 per ton

If you have further questions, please feel free to contact me on 301-486-7502 ext. 1001.

Sincerely,

Willie Goode
President

1701 Olive Street, Capitol Heights, Maryland 20743
Phone: 301-486-7502 Fax: 301-486-7507

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2022, by and between the City of Glenarden, Maryland ("the City"), a municipal corporation of the State of Maryland. and GCI Residential, Inc. ("the Contractor"), a Maryland corporation.

In consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the City and the Contractor hereby agree as follows:

I. Services Provided: The Contractor shall provide the following services for the City: ("the Services"). Labor, supervision, tools, materials, and equipment to perform refuse collection and disposal services for the City of Glenarden. The Contractor shall perform twice weekly residential trash collection, once per week residential collection of bulk trash, yard waste and recyclables, twice weekly from three dumpsters provided by the contractor and located at City Hall and the Woodmore Town Centre Community Center, once per week recyclable collection at City Hall, and a one-time delivery and removal of four dumpsters for use on Glenarden's annual "City-Wide Clean Up Day," all for a period of one years, beginning _____ for approximately 1975 single family residences and townhouses. At the City's option, the contract may be extended for (2) additional one year terms, on the same terms and conditions as set out in the Contract Documents. All Services shall comply with all applicable federal, State and local law and any regulations governing the receipt of any federal or State grant funds disbursed with respect to the Services. The Services shall be provided as detailed in the Contract Documents listed below, which are attached hereto collectively as Appendix A and are incorporated herein by reference:

- (1) Request for proposal
- (2) Addendum No. 1

- (3) Information for Bidders
- (4) Contractor's Bid Proposal
- (5) Special Provisions
- (6) Insurance Certificate
- (7) Notice of Award
- (8) Notice to Proceed {when issued}
- (9) Equal Opportunity Employer Form
- (10) Affidavits
- (11) Specifications

The City retains the right to reduce the scope of the Services as the City in its sole discretion determines the City's best interests may require. It is understood by the parties hereto that time is of the essence in the completion of the Services.

2. Fees: The City hereby agrees to pay the Contractor as full consideration for the Contractor's satisfactory performance of its obligations under this Agreement an amount not to exceed the unit cost of Twenty-Nine Dollars and Fifty-Five Cents (\$29.55) per unit payable in the following manner: The City agrees that as compensation for the above services, it shall pay the contractor monthly on a per unit basis. Such payments will be made to the contractor not later than thirty (30) business days after receipt of a monthly bill, or the 30th business day of the month following receipt of the invoice, whichever is later. In no event shall the total payment due to Contractor under this Agreement exceed Seven Hundred Thousand Three Hundred and Thirty-Five Dollars (\$700,335) per year. The total per annum price for each of the three option years in the contract term is to be increased by the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers. Washington, D.C.-MD-VA (CPI-U). GCI Residential Inc., shall provide 60-90 days' notice of the request for a CPI increase, but no later than February 15th of each contract year.

3. Binding Effect of Agreement: This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

4. Other Payments, Taxes, Expenses: Except as may be specifically agreed upon by the parties in writing, the Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise, satisfy any expenses of the Contractor in connection with the performance of his obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that the Contractor is an independent contractor of the City and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expenses whatsoever. In the event that the Contractor is deemed not to be an independent contractor by any local, state or federal government agency, the Contractor agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including but not limited to, attorneys' fees, incurred thereby.

5. Insurance: The Contractor covenants to maintain all applicable

insurance the amounts set forth herein. The Contractor further agrees to provide evidence of such insurance within ten (10) days from notice of award. The Certificates of Insurance shall provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage. Contractor must provide Certificates of Insurance to the City before commencing any work pursuant to this Agreement. All insurance must name the City as an additional insured, not just a certificate holder.

PROVISION OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE CONTRACTOR IN THE CONTRACT AWARDED, OR FOR WHICH THE CONTRACTOR MAY BE LIABLE BY LAW OR OTHERWISE.

A. Workers' Compensation Insurance: Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance.

B. Comprehensive General Liability Insurance: The Contractor shall provide general liability insurance in the amount set forth herein. Coverage shall include completed operations and contractual liability coverage and shall be issued on an occurrences basis.

(1) Personal injury liability insurance with a limit of One Million Dollars (\$1,000,000.00) for each occurrence and One Million Dollars (\$1,000,000.00) in the aggregate, where insurance aggregates apply;

(2) Property damage liability insurance with limits of Two Hundred and

Fifty Thousand Dollars (\$250,000.00) for each occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate, where aggregates apply.

C. Automobile liability Insurance: Motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:

- (1) Bodily injury liability with limits of Five Hundred Thousand Dollars (\$500,000.00) each person and One Million Dollars (\$1,000,000.00) each accident;
- (2) Property damage liability with a limit of One Hundred Thousand Dollars (\$100,000.00) for each accident.

6. **Doing Business in Maryland:** The Contractor warrants and represents that (1) if it is a corporate entity, it is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) it is in good standing with SDAT and has paid all taxes (including but not limited to income, real property and personal property taxes) due the State of Maryland or any other governmental entity.

7. **Compliance with Laws:** The Contractor shall, without any additional expense to the City, be responsible for complying with any and all applicable laws, codes and regulations in connection with the services provided by the Contractor, including but not limited to obtaining any licenses required by the Contractor to perform the Services.

8. **Indemnification:** The Contractor shall be responsible for and

indemnify, defend and hold the City harmless from and against any and all claims or judgments for loss, personal injury and/or property damage that may be suffered as a result of the Contractor's negligence or willful misconduct in the Contractors performance of the Services or for any failure of the materials supplied under this Agreement or for any failure by the Contractor to perform the obligations of this Agreement.. This indemnification includes, but is not limited to, attorneys' fees and any cost incurred by the City in defending any such claim.

9. Not Assignable: The Contractor shall not assign or transfer any interest or claim under this Agreement except as may be agreed upon and authorized in writing by the City and no contract shall be made by the Contractor with any other party for furnishing any or the services herein contracted for without the prior approval of the City.

10. Relief: In the event of a breach or a threatened breach by the Contractor of any provision of the Agreement, the Contractor recognizes the substantial and immediate harm that a breach or threatened breach will impose upon the City, and further recognizes that in such event monetary damages will be inadequate to fully protect the City. Accordingly, in the event of a breach or threatened breach of this Agreement, the Contractor consents to the City's entitlement to such ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Contractor from further breaching any of its obligations set forth herein. The Contractor expressly waives any requirement based on any statute, rule of procedure,

or other source, that the City post a bond as a condition of obtaining any of the above-described remedies. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery or damages from the Contractor.

11. City's Right to Terminate: This Agreement may be terminated immediately by the City upon written notice in whole or in part when the City, in its sole and absolute discretion, determines such action to be in its best interests. Upon such termination, the City shall be liable to the Contractor only for payment for services actually provided prior to the effective date of the termination. The Agreement shall be terminated under this Section whenever adequate funds have not been appropriated by the City Council in the annual budget for the purpose set forth herein.

12. Entire Understanding: This Agreement contains the entire understanding between the parties, and any additions or modifications hereto may only be made in writing, executed by both parties.

13. Applicable Law: This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for damages or other remedy for breach hereof shall be brought exclusively in the courts of the State of Maryland for Prince George's County and the parties expressly consent to the jurisdiction thereof, acknowledge that jurisdiction and venue are proper therein, and waive any right that they may otherwise have to bring such action in or transfer or remove such suit to the courts of any other jurisdiction.


14. Conflict of Interest: The person executing this Agreement on behalf of the

Contractor certifies that he understands that provisions of the Glenarden City Charter and Code dealing with conflicts of interest and the prohibition of the solicitation or acceptance of gifts.

15. Set-Off: In the event that, the Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed the Contractor against any compensation due to Contractor for the provision of the Services.

16. Notices: Any notices required to be sent by one party to the other pursuant to this Agreement shall be sent as follows:

If to the City, to:

City Manager 
8600 Glenarden Parkway
Glenarden, MD 20706

With a copy to:

Dale Lipscomb
GCI Residential Inc.
1701 Olive Street
Capitol Heights, MD 20743

If to Contractor, to:

24/7 Emergency Contact Information for Company Officer: (Provide Name and mobile and landline telephone numbers):

17. Bonds: A Performance Bond is required within ten (10) business days after the date of the award of the Contract. The Performance Bond shall be in the

amount of 50% of the Contract Price or One Hundred and Fifty Thousand Dollars \$150,000.00, whichever is less.

IN WITNESS WHEREOF, on the date hereinabove set forth, the parties hereto have executed this Agreement in two duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

WITNESS:

GCI Residential, Inc.

BY: _____
[Typed name, position]

City of Glenarden

WITNESS:

BY: _____
[Typed name, position]