

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2016 Legislative Session**

Resolution No. CR-11-2016

Proposed by The Chairman (by request – County Executive)

Introduced by Council Members Taveras and Davis

Co-Sponsors \_\_\_\_\_

Date of Introduction March 1, 2016

**RESOLUTION**

1 A RESOLUTION concerning

2 Contract Approvals

3 For the purpose of approving multi-year contracts concerning the County’s trash and recycling  
4 collection services.

5 WHEREAS, Section 819 of the Charter for Prince George’s County, Maryland (the  
6 “Charter”) provides that nothing in the Charter shall authorize the making of contracts providing  
7 for the payment of funds at a time beyond the fiscal year in which such contracts are made for  
8 personal service contracts exceeding an aggregate of One Hundred Thousand Dollars  
9 (\$100,000.00) per contractor, or such other sum as may be set by legislative act, and an  
10 aggregate of Five Hundred Thousand Dollars (\$500,000.00) for all other multi-year contracts, or  
11 such other sum as may be set by legislative act, provided the nature of such transactions  
12 reasonably requires the making of such contracts, unless such contracts are approved by  
13 resolution of the County Council upon notice and public hearing; and

14 WHEREAS, Section 603 of the Charter provides competitive bidding requirements for  
15 certain purchases and contracts made under the jurisdiction of the County Purchasing Agent; and

16 WHEREAS, Section 603 of the Charter also provides that the County Council may  
17 authorize the County Purchasing Agent to negotiate extensions of existing contracts for garbage  
18 and refuse collection, without competitive bidding, upon such terms and for such duration as the  
19 Council may by law prescribe; however, that any such law shall require the County Purchasing  
20 Agent to poll the residents of the service area covered by a collection contract, and shall provide  
21 that the County Purchasing Agent not conclude any agreement for an extension unless a certain

1 number of the residents of the service area, as prescribed by the County Council, indicate their  
2 concurrence in the extension; and

3 WHEREAS, the County desires to extend and consolidate its contracts for garbage and  
4 recycling collection services; and

5 WHEREAS, the annual aggregate value of the contracts is approximately twenty-five  
6 million dollars (\$25,000,000); and

7 WHEREAS, the County's extension and consolidation is expected to save the County six  
8 million dollars (\$6,000,000) annually and will help to stabilize the Solid Waste Management  
9 Fund; and

10 WHEREAS, Attachment A-1, attached hereto and made part hereof, summarizes the  
11 principal terms for each of the contracts; and

12 WHEREAS, Attachment A-2, attached hereto and made part hereof, lists the service areas  
13 covered by the contracts.

14 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's  
15 County, Maryland, that the contracts concerning the County's garbage and recycling collection  
16 services, as described in Attachments A-1 and A-2, are hereby approved pursuant to Section 819  
17 of the Charter for Prince George's County.

18 BE IT FURTHER RESOLVED that the County Executive is hereby authorized to make  
19 any modifications, adjustments, corrections or any other changes as may be necessary to finalize  
20 the contracts in any manner that the County Executive may deem necessary or proper, but not  
21 altering their substance.

Adopted this 22<sup>nd</sup> day of March, 2016.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_  
Derrick Leon Davis  
Chairman

ATTEST:

\_\_\_\_\_  
Redis C. Floyd  
Clerk of the Council

**ATTACHMENT A-1**

**SUMMARY OF PRINCIPAL TERMS**

Amended and Restated Residential Collections Contract,  
General Terms and Conditions and Special Conditions

**DISCLAIMER:** This document is intended to assist readers in the review of the draft Amended and Restated Residential Collections Contract (the “Contract”) for consideration by the Prince George’s County Council. This document is not comprehensive. It does not describe every aspect of the Contract and should be read in conjunction with the Contract.

**BACKGROUND:** Fifteen (15) trash haulers in one hundred two (102) service areas collect trash twice a week from one hundred sixty-one thousand (161,000) residences under twenty-nine (29) service contracts. Fifteen (15) contracts expire in June 2016 and fourteen (14) contracts expire in June 2017. Three (3) of the fifteen (15) haulers also provide recycling services once a week. The recycling service contracts expire in June 2016. The garbage, refuse and recycling haulers employ approximately three hundred (300) people.

The Contract extends the terms of the existing contracts and consolidates trash and recycling services to once a week. This document provides a general summary of the material terms and conditions of the Contract.

**SUMMARY:**

Effective Date: May 2, 2016

Extension Term: Five (5) years with four (4) one-year options

Collection Price: \$18.79 per residence per month, less tipping fees for trash and yard trim.

Collection Days: Monday through Friday from 6:30 a.m. to 8:00 p.m., on the same day, each week for solid waste and recyclables; Monday for yard trim. Collection services not provided due to a holiday shall be provided on the day immediately following the holiday. For example, if a holiday is on a Friday, Friday's collection services will be provided on Saturday.

Method of Collection: All collections are made from the curbside, except for special on-premises collections for the elderly or disabled persons. Collection containers shall be returned to the area from which they are collected and set upright. Any items or liquids that may be spilled, broken or dropped shall be thoroughly cleaned up by the contractor.

- Missed Collections: A missed collection reported to the contractor between 7:30 a.m. and 4:00 p.m. shall be collected within four (4) hours. Missed collections that are reported after 4:00 p.m. shall be collected before 12:00 pm. on the following day.
- Customer Service: The contractor is expected to provide excellent customer service to County residents. The County may provide training materials to the Contractor for distribution to its supervisors and employees. Failure to comply with the provisions of the Contract may result in assessment of administrative penalties. Repeated failures to remedy a missed collection in a service area, after notification of a missed collection, will result in increased penalties. Failure to comply with the terms of the contract may result in the termination of the contract.
- Disposal: The contractor shall deliver solid waste to the Brown Station Road Sanitary Landfill, recyclable materials to the Prince George's County Materials Recycling Facility and yard waste to the Prince George's County Yard Waste Composting Facility.
- Other Services: Door hangers, flyers or other materials relating to the County's collection services will be provided no more than twice a year.
- Compliance with Laws: The contractor shall comply with all federal, state and County laws, ordinances and regulations, including the Prince George's County Code Section 10A-161, which requires at least forty percent (40%) certified county-based business participation. The contract also has a thirty percent (30%) minority business enterprise participation requirement.
- Adjustments: Should the Consumer Price Index for Urban Wage Earners ("CPI-W") for the Washington-Baltimore area change at a rate of ten percent (10%) or more during any 12-month period during the remaining term of the Contract, the County may grant monetary relief in the form of a change in the monthly unit rate paid to the contractor. If the County extends the term of the Contract for one or more additional one-year terms (up to four), the monthly unit price will be adjusted in direct relationship to the CPI-W.
- Bids on Set-Aside Areas: The County intends to set aside four Service Areas for bid in June 2016, with contracts commencing in early October 2016. County residential collections contractors with fewer than five thousand (5,000) residences are eligible to bid on the set-aside areas.
- Special Conditions: Two (2) of the three (3) recycling contractors, Bates Trucking Company, Inc. and The Goode Companies, Inc. ("Goode") will continue to provide recycling services to eight municipalities under this contract at the current contract recycling rate. The third recycling

contractor, Progressive Waste Solutions, Ltd. will continue to provide recycling services to those residences in the current Recycling Collection Services District 14S, that receive recycling but not trash collection services at the current recycling contract rate. Goode is the current trash and recycling contractor for the set-aside areas and will continue to provide these services at the contract price until new contractors are selected. Bates, at its expense, will provide door hangers to inform County residents of its recycling collection services, including service once a week, on the same day.

## ATTACHMENT A-2

## LIST OF THE SERVICE AREAS

	SERVICE AREA	HOUSING UNITS	# OF SERVICE AREAS
<b>BATES TRUCKING COMPANY, INC.</b>	541	1,493	1
	542	3,057	1
	554	1,150	1
	557	2,329	1
	558	1,273	1
	559	4,706	1
	560	938	1
	561	1,144	1
	577	1,212	1
	582	869	1
	583	1,848	1
	584	1,993	1
	585	1,755	1
	587	438	1
	591	2,870	1
	592	2,218	1
	594	927	1
	596	492	1
<b>Total</b>		<b>30,712</b>	<b>18</b>

COMPANY	SERVICE AREA	HOUSING UNITS	# OF SERVICE AREAS
<b>BELTSVILLE REFUSE SERVICE, INC.</b>	543	1,476	1
	544	1,371	1
	588	1,163	1
<b>Total</b>		<b>4,010</b>	<b>3</b>

COMPANY	SERVICE AREA	HOUSING UNITS	# OF SERVICE AREAS
<b>BOWIE TRUCKING SERVICE, INC.</b>	54	537	1
	65	1,061	1
	92	309	1
	106	93	1
	112	662	1
	546	49	1
	547	1,334	1
	574	1,884	1
	580	3,122	1
<b>Total</b>		<b>9,051</b>	<b>9</b>

COMPANY	SERVICE AREA	HOUSING UNITS	# OF SERVICE AREAS
<b>BURCH TRASH SERVICE, INC.</b>	568	1,118	1
	569	665	1
	571	1,993	1
<b>Total</b>		<b>3,776</b>	<b>3</b>

COMPANY	SERVICE AREA	HOUSING UNITS	# OF SERVICE AREAS
<b>CALVERT TRASH SERVICE, INC.</b>	533	1,745	1
	597	364	1
<b>Total</b>		<b>2,109</b>	<b>2</b>

COMPANY	SERVICE AREA	HOUSING UNITS	# OF SERVICE AREAS
<b>PROGRESSIVE WASTE SOLUTIONS, LTD.</b>	16	513	1
	20	336	1
	26	1,199	1
	28	74	1
	30	109	1
	55	110	1
	74	746	1
	502	1,727	1
	516	2,083	1
	519	1,236	1
	522	1,556	1
	523	830	1
	531	1,300	1
	535	987	1
	536	1,526	1
	539	701	1
	540	593	1
	545	1,423	1
	553	1,355	1
	555	731	1

	556	625	1
	562	224	1
	578	2,310	1
	586	1,339	1
	589	280	1
	590	6,562	1
	595	1,385	1
<b>Total</b>		<b>31,860</b>	<b>27</b>

COMPANY	SERVICE AREA	HOUSING UNITS	# OF SERVICE AREAS
<b>E&amp;R GENERAL HAULING SVC, INC.</b>	570	1,094	1
	572	966	1
<b>Total</b>		<b>2,060</b>	<b>2</b>

COMPANY	SERVICE AREA	HOUSING UNITS	# OF SERVICE AREAS
<b>FIELDING &amp; SON TRASH SERVICE, LLC</b>	505	1,442	1
	575	396	1
<b>Total</b>		<b>1,838</b>	<b>2</b>

COMPANY	SERVICE AREA	HOUSING UNITS	# OF SERVICE AREAS
<b>THE GOODE COMPANIES, INC.</b>	501	2,925	1
	503	3,014	1
	504	2,630	1
	506	2,711	1
	508	3,608	1
	509	4,025	1
	512	2,117	1
	520	2,593	1
	549	3,037	1
	551	2,341	1
	552	2,088	1
<b>Total</b>		<b>31,089</b>	<b>11</b>

COMPANY	SERVICE AREA	HOUSING UNITS	# OF SERVICE AREAS
<b>GRAYHOUND TRASH REMOVAL, INC.</b>	507	2,289	1
	515	3,627	1
	537	2,048	1
	548	750	1
	567	3,102	1
<b>GREYHOUND Total</b>		<b>11,816</b>	<b>5</b>

COMPANY	SERVICE AREA	HOUSING UNITS	# OF SERVICE AREAS
<b>J&amp;T BOWIE ENTERPRISES, INC.</b>	576	634	1
	579	1,564	1
<b>Total</b>		<b>2,198</b>	<b>2</b>

COMPANY	SERVICE AREA	HOUSING UNITS	# OF SERVICE AREAS
<b>JEDA TRUCKING, INC.</b>	511	3,120	1
	528	374	1
	563	745	1
	564	229	1
<b>JEDA Total</b>		<b>4,468</b>	<b>4</b>

COMPANY	SERVICE AREA	HOUSING UNITS	# OF SERVICE AREAS
<b>SHAW REFUSE COMPANY, INC.</b>	521	2,441	1
	527	3,835	1
	532	1,809	1
	550	1,684	1
<b>SHAW Total</b>		<b>9,769</b>	<b>4</b>

COMPANY	SERVICE AREA	HOUSING UNITS	# OF SERVICE AREAS
<b>U.S. REFUSE REMOVAL, INC.</b>	598	981	1
	599A	681	1
	599B	248	1
<b>U.S. REFUSE Total</b>		<b>1,910</b>	<b>3</b>

COMPANY	SERVICE AREA	HOUSING UNITS	# OF SERVICE AREAS
<b>UNEEDA DISPOSAL SERVICE, INC.</b>	565	2,434	1
	566	1,548	1
	581	1,863	1
<b>Total</b>		<b>5,845</b>	<b>3</b>