

**Permanent Review Committee findings upon review of the Request for Proposals for Collection of Garbage, Recyclables, Problem Materials and Seasonal Yard Wastes issued by the Department of Public Works, Division of Solid Waste and Recycling, dated June 2008**

As directed by the City Council in Resolution No. 2007-454 (August 31, 2007), the Permanent Review Committee (PRC) has made the following findings regarding the Request for Proposals (RFP) for the services requested.

- (1) The City is acting like any commercial business or income-producing property owner in attempting to secure refuse collection services. The City wants refuse generated by occupants of residential properties of four or fewer units to be picked up and disposed of efficiently and cost-effectively as would any property owner.
- (2) The City has a vested and proprietary interest in the materials disposed of by owners and occupants of residential units. The City provides the refuse containers and bills the occupant-utility payer for this service (See City Code of Ordinances, Section 225.680. The City also designates the point where solid waste is to be collected. (See City Code of Ordinances, Sections 225.680 and 225.690). The City and the property owner, occupant, utility payer are the owners of materials placed in the City-provided refuse containers. (See City Code of Ordinances, Section 225.590).
- (2) The PRC has analyzed the following factors to arrive at its findings above.
  - (a) The anticipated contract amount to be awarded by the City will exceed \$250,000 per week based upon the number of residential households subject to solid waste and recyclable material collection under the contract(s) to be awarded as a result of the RFP.
  - (b) The anticipated duration of the contract(s) to be awarded by the City will be for a period of at least three and up to five years under the terms of the RFP.
  - (c) While it is difficult to quantify the anticipated adverse financial or economic impact of any disruption of refuse service at any given time or cumulatively over the anticipated duration of the contract(s) for services, the PRC believes it is reasonable to assume the following:
    - (i) taxpayer complaints could overload the City's 311 Call Center and constituent service communication lines maintained by the City; and

(ii) negative publicity may affect convention and visitor business; and  
(iii) demands placed on other City personnel obligated to maintain the health, safety and ambiance of the City will result in stress and affect delivery of other City services.

- (d) While it is plausible that City Department of Public Works employees who collect refuse in the area of the City generally located East of I-35W could also collect refuse in the remaining segments of the City, under the terms of the collective bargaining agreement covering these City employees, they would be entitled to receive additional compensation with severe financial consequences for the City. The cost to replace the service providers for these remaining segments of the City with City employees or third party contractors, if available, would require the City to borrow funds to finance and pay for the budgetary shortfall the City would experience to locate and pay for replacement labor.
- (e) The risks to the public health and safety associated with a disruption in the collection of garbage are of paramount importance to the City and its residents, visitors and persons who work in the city. A service disruption will not only affect the marketability of the City, but the accumulation of solid waste will result in odors, the attraction of pests, vermin and rodents, and the potential for sickness and disease.

For the reasons and based upon the findings cited above, the PRC recommends that the City Council require that contractors agree to prevent work stoppages except under force majeure circumstances as a condition to entering into an agreement to provide solid waste and recycling services to the City.