

Current Contract	Comments/Considerations
Cells shaded this color indicate issues the council has previously raised.	Cells shaded in this color are staff concerns/ideas needing council direction.
Applicable Customers	
Generally: single dwelling through four dwelling unit residential buildings	Council may wish to consider the possibility of excluding associations where the association directly contracts the hauler, and bills are paid directly through the association.
Operationally: any household with curbside (cart) service	
Other customers desiring curbside service in the city may opt-in to the terms of the contract	Technically - if a residence does not have city sewer it is not required to be serviced by the contracted hauler.
Businesses may opt in with cart services (but also may choose another hauler for dumpster service)	Any physical address that uses carts for disposal (as opposed to dumpsters) - may opt in to this contract.
Refuse Services	
Weekly refuse service for all covered households, available in 3 sizes (30,60,90 gal) curbside or in alleyway in some areas; spring load restrictions require some alleyway pickups to be moved to curbside, contractor responsibility to educate customer on the change	Council may wish to consider stronger language/requirements related to communicating the change from alley pickup to curb and back. Each year this causes at least a few customer complaints.
Option for 30 gal, every other week refuse service, contractor is required to make reasonable efforts to ensure customers eligible are made aware of their options	The option for every other week service has been available since the beginning of the current contract. In the contract update for 2019, the contractor agreed to make efforts to make customers aware of the every-other-week option.
Valet/walk up service available @ \$5/mo	Republic provided this service for free up until approximately a year ago, although it has been an approved charge in the contract since 2014.
All refuse must be processed/disposed of at city approved facility, contractor is required to document and ensure that processing of refuse is in accordance with MN Statutes and Scott County ordinances	Currently all refuse is disposed of at a Republic owned landfill. This was approved by the City Council in 2018 due to extraordinarily high charges at resource recovery facilities and lack of capacity. The change resulted in a decrease of the disposal charge in 2019
Residents may set out extra overflow bags of refuse if they do not fit in to the cart with the lid closed - chargeable @ \$2.50/bag	Overflow of refuse and associated charges have been an issue that the city has received a number of complaints about. Technically under the contract the contractor may charge if the lid does not fully close on the cart. Typically the contractor only charges if there is an excessive overflow, typically described as the lid unable to close beyond halfway.

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Recycling Services	
Single stream, Every other week service, 95 gallon cart standard, Additional recycling carts available for \$1/mo	The current contract is silent on additional fees for overflow recyclable materials. The council may wish to consider requiring that overflow recyclables, properly prepared, must be picked up without additional charge.
Standard list of recyclables to be collected, contractor is responsible for educating customers and providing instructions, city may add or remove recyclable items from the list	
Requirement for processing of recyclable materials at city designated facility	
The city receives a portion of the net proceeds of recycling revenues	
Yard Waste	
Optional service, weekly, April - Nov by subscription, or by the bag charge with call ahead	
Material to be disposed of according to city specifications	
Bulky Items and Specialty Pickups	
Available on an on-call basis, including holiday and wreath pickup, in accordance with an approved fee schedule	
Residents may use other haulers for collection of bulky items	
Organics	
City and hauler may agree at some point to include organics collection, current contract suggests a pilot period in 2015	Although the contract suggests that an opt in organics collection could start in 2015, no one ever negotiated the start.
Cart Ownership	
City owns some carts, as carts are decommissioned they are replaced with contractor owned carts, Contractor maintains, stores and manages carts whether city or contractor owned	Carts will be one of the most complicated factors of a transition process. In 2013 the city approved an interfund loan to pay for the purchase of carts. That loan still has a balance of over 300k. In 2019, instead of purchasing new carts the city began allowing the contractor to replace damaged and defective city owned carts with contractor carts. So the carts are interspersed throughout the city. The contractor has not kept detailed records of the placement of their carts, which will lead to a difficult transition. The transition would require (1) removal of contractor owned carts (2) inventory/consolidation of city owned carts (3) replacement/assurance that each residence has the necessary carts. The RFP must direct that respondents suggest their approach to resolving this issue.
Contractor collects \$0.55/mo per cart and remits to the city. Contractor deducts a portion of cart fee to pay for contractor owned carts.	

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Service Days	
Collection is allowed Mondays-Saturdays, no earlier than 7 am, subject to the City's noise ordinance	
Six major holidays (New Years, Memorial, July 4, Labor, Thanksgiving, Christmas)	
Extended Leave/Snow Bird Policy - A resident who will be absent for 30+ days may request temporary stop of services, including suspension of payment	Council mentioned this policy at previous meetings. Under the current contract, the policy is flexible compared to other contracts that have been reviewed.
Billing and Customer Service	
Contractor bills customers directly, bills are broken out by collection, disposal, cart rental, specialty and other fees. No additional fees or taxes are permitted	Council may wish to consider that all fee changes begin on a customers next billing cycle to avoid billing issues. Does council wish to continue with the bills being broken out as they currently are?
City annually certifies unpaid bills, assesses unpaid amounts to property taxes	
Contractor must provide a local representative and emergency contact for use by city staff to resolve escalated complaints and handle emergency issues	
Customer service hours at least between 730 am and 5 pm, Monday-Friday, local telephone number required (not local office), calls must be answered by a live person or transferred to voicemail within one minute, messages must be returned within 4 hours or by next business day	Staff receives a summary of all customer service calls received by the contractor. Upon review, the vast majority of those calls are resolved during the call without issue. A small number are escalated to city staff. The number of customer service calls to republic appears to be between 500 and 800 per month. Of those 500-800, approximately 5, on average are escalated to city staff.
Contractor is required to assign an operations supervisor specific to shakopee responsible for addressing customer concerns	This requirement was added in 2019 and has improved resolution of operational issues. In addition, the contractor set up a direct email box that goes to the operations supervisor, billing coordinator and/or account rep to resolve Shakopee specific issues. One complaint that seems fairly consistent from those customers that escalate to city staff is lack of consistency between call center and operations on the ground. Council may wish to require, or provide for preference for customer service to be located at the same site as local operations.
Public Education	
Contractor must use a city approved notice to inform residents of any and all reasons why the contractor may not have collected all items left at the curb.	
Contractor required to cooperate in educational activities and promoting awareness of refuse, recycling and yard waste programs.	
Contractor reporting	

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Waste loads may not be co-mingled with materials from other cities	
Annual reporting - programs results (tonnages, etc...), customer service calls, public education plan	
City divided in to 5 sectors, one sector collected per day, changes to boundaries or collection zones/routes/days must be approved by the city, contractor required to communicate changes 2 weeks before they happen, contractor must run overlapping schedules for one week, contractor must provide physical notice on the cart of customers who put their cart out on the wrong day	
Collections from City Buildings and Parks	
Contractor provides refuse and recycling service to all city facilities at no charge	
Contractor provides recyclables collection at city parks at no charge between April 1 and October 31, volumes must be reported separately	This has been in the contract since 2014 but only started in 2019.
Contractor provides cardboard recycling dumpster for citizens at no charge	Historically there has been one dumpster located at the old engineering building for citizens to dispose of cardboard. In 2020 it became apparent that more disposal was needed, so a second dumpster was added, and in December of 2020, a third. This is a widely used customer service.
Contractor to provide equipment and labor for clean-up day, provide refuse and recycling for special events as requested by the city, to be billed separately to the city	
Term of Contract	
Original contract for 5 years, extended by 2.5 years	Council direction needed on desired timeline - 3 or 5 years initially with 1 or 2, 1 or 2 year extensions.
Contractor Structure	
Subcontracting - city must approve of all subcontractors, subject to the same requirements under the contract as the contractor	
Price of Service	
Under extension, 3% annual increase for collection. Actual cost for disposal of refuse and recycling, city sets cart fee.	

	Current Contract	Comments/Considerations
	Performance Bonds, License, Subcontracting	
	Performance and payment bonds required in accordance with State Statute	
	Accident prevention requirements - comply with safety provisions of laws, regulation and code, must notify the city of accidents or spills of fluid, must report clean up activities	Stronger language and requirements for clean up of spills is necessary.
	Damage to property - contractor liability, must repair or make arrangements with property owner in 48 hours, after that city may repair and charge to contractor	
	Contractor indemnifies the city - generally and CERCLA	
	Contractor must provide and furnish evidence of insurance, meets or exceeds the minimum requirements of LMCIT and names the city as additional insured	
	Liquidated damages - list of circumstances and penalty, with escrow account to draw upon	To date, we have not charged against the contractor's escrow account. It has been threatened one time due to potential breach of contract. May wish to consider adjustment of liquidated damages amounts.