

CONTRACT FOR ORGANIZED COLLECTION OF RESIDENTIAL GARBAGE AND REFUSE

This Contract ("Contract"), made this 2nd day of December, 2025, by and between the CITY OF NORTHFIELD, MINNESOTA, a Minnesota municipal corporation 801 Washington Street, Northfield, MN 55057 (the "City"), and DICK'S SANITATION SERVICE, INC., a corporation, under the laws of the State of Minnesota, 2780 Snelling Avenue N., Suite 101, Roseville, MN 55113 (the "Contractor"); (collectively the "Parties").

WHEREAS, the City requires organized collection of garbage, refuse, recyclables, and yard waste services for most residential properties in the City; and

WHEREAS, the Contractor agrees to provide the services defined herein as required by the City.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. SCOPE OF SERVICES.

- a. The Contractor does hereby agree to perform collection of garbage, refuse, recyclables, and yard waste services in the City and to provide all labor, equipment and materials required in connection therewith in accordance with this Contract and the City's request for proposals ("RFP") covering the same, dated September 25, 2025, prepared by David E. Bennett P.E., the Public Works Director/City Engineer, which is on file with the City Clerk (collectively the "services"). This Contract consists of the following component parts, all of which are fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached, to-wit:
 - i. This Contract;
 - ii. Aforesaid City RFP, attached hereto and incorporated herein by reference as Exhibit 2; and
 - iii. Contractor's Proposal dated October 16, 2025, attached hereto and incorporated herein by reference as Exhibit 3.
- b. In the event that any of the provisions in any of the above component parts of this Contract conflict with any provisions in any of the other component parts, the provisions in this Contract shall govern over any other component part.
- c. This Contract shall be limited to the services defined herein and shall not grant to Contractor any other special rights or privileges concerning collection of garbage, refuse, recyclables, and yard waste within the City.

2. STANDARDS FOR COLLECTION.

- a. Contractor shall collect all garbage, refuse, recyclables, and yard waste as defined in the

Code of Ordinances of the City, provided that it is put out for collection in containers and in a manner that meets the standards prescribed by the City. Carted and Bagged yard waste shall be hauled if it is placed in compostable bags and put at curbside. If garbage, refuse, recyclables, and yard waste is put out for collection in a manner not consistent with the standards prescribed by the City, Contractor shall not be obligated to collect such items but shall inform the household resident of the proper method of putting such items out for collection.

- b. Notwithstanding anything herein to the contrary: (i) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (ii) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the City and the producer of the Excluded Waste, if the producer can be readily identified; and (iii) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.
- c. Curbside recycling collection shall take place bi-weekly on the same day and during the same hours as collection of garbage and refuse. Yard Waste shall be collected weekly on Mondays. Rice County is responsible for the recycling program for all Rice County households and for providing compensation to the Contractor for recycling services. If the Contractor (under this Contract) is also the contractor for collection of recyclables under a contract with Rice County, then Collection service under this Contract shall be on the same day that recyclables are collected within the City of Northfield. If another contractor begins providing collection services for recyclables under a contract with Rice County, then the Contractor shall make available to that county contractor its route information to enable that contractor to collect recyclables on the same day refuse is collected. The current rate for Rice County is \$2.78/household and \$26/ton of mixed recycling. The City shall bill Dakota County residents for recycling services and pay such amounts to the Contractor. The City will pay the Contractor \$3.00/household for recycling over the Contract term. As a component of bi-weekly recycling, the Contractor shall provide any resident that requests a larger cart (96 gal) for recycling vs. the standard 64 gal. cart.
- d. Garbage, refuse, recyclables, and yard waste collection related to any program under this Contract shall not include toxic or hazardous waste, or other materials prohibited by law, or considered unacceptable by the receiving disposal facility.
- e. Contractor shall haul all garbage and refuse collected in the City to the Rice County Sanitary Landfill, unless directed to haul to another Minnesota Pollution Control Agency (MPCA) approved landfill by the City Council. If the Rice County Landfill is unexpectedly closed from time to time because of weather conditions (such as excessive wind), the Contractor shall haul refuse to another MPCA-approved facility mutually agreeable to the Contractor and the City's Public Works Director. The City will pay directly to the landfill or disposal facility the disposal costs (tipping fee) for garbage and refuse collected under this contract. The Contractor may not co-mingle garbage and refuse collected under this Contract with garbage and refuse collected under any other contract or from any other

customer(s) under a subscription service.

3. HOUSEHOLD DEFINED.

- a. Contractor shall collect garbage, refuse, recyclables and yard waste under the terms hereof and pursuant to City Code and applicable law from all households in the City. Household shall mean a single-family dwelling unit, including a house, apartment in a complex up to and including six (6) units, condominium, townhouse or other such unit, and including apartments up to and including six (6) units or other dwelling unit in a commercial or industrial building, unless the units are exempt from collection hereunder by resolution of the City Council.

4. SPECIAL PROVISIONS FOR COLLECTION SERVICE.

- a. **Basic Service.** The basic service for collection of garbage and refuse shall be (1) twenty-gallon, (1) thirty-five (35) gallon, one (1) sixty-four (64) gallon container, or one (1) ninety-six (96) gallon container, at the option of the customer. The Contractor shall supply such containers for the collection of garbage, refuse, recyclables and yard waste to all households and shall replace all lost, stolen, damaged or defective containers at the Contractor's expense. All containers shall remain the property of the Contractor. The Contractor shall provide the City with a list of users for all four different container sizes for billing purposes on the first business day of each month. Notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a customer (excluding normal wear and tear), the customer will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.
- b. **Special Pick-up Arrangements.** Persons with physical disabilities, which prohibit the placement of garbage, refuse, recyclables, and yard waste containers curbside must be allowed to make special pick-up arrangements with the Contractor at no added cost to the customer, provided they have a signed statement of need from their physician.
- c. **Christmas Tree Collection.** In January of each year, the Contractor shall collect all Christmas trees set out at curbside for collection. Public relations and notification work and advertising related to this service shall be the responsibility of the Contractor. This public relations and notification work shall include providing the City with an advertisement by December 1st of each year explaining the Christmas Tree collection dates and process, and placing an advertisement in the Northfield News/KYMN Radio describing the collection process. The Contractor shall deliver the Christmas trees to the City of Northfield yard waste site, or a site that has been approved by the Minnesota Pollution Control Agency and the City. There shall be no charge for this service, by Contractor. For disposal of Christmas trees at the City of Northfield yard waste disposal site, which have been collected from residential customers covered by this Contract and from within the corporate limits of the City, there will be no charge to the Contractor.
- d. **Brush Collection.** Brush collection service must be provided by the Contractor when residents request this service by contacting the Contractor. This service must be provided all year. Brush is defined as hedge clippings, tree trimmings and branches. Limb size must

be less than six (6) inches in circumference. The cost for this service shall be **\$4.00** per bundle and will be billed to the customer directly for the service by the Contractor. All bundles shall be no more than 4 ft. long and 3 ft. in diameter and tied so that one person can easily handle it. The Contractor shall deliver the brush materials to the City of Northfield yard waste site or a site that has been approved by the Minnesota Pollution Control Agency and the City. For disposal of brush materials at the City of Northfield yard waste disposal site, which have been collected from residential customers covered by this Contract and from within the corporate limits of the City, there will be no charge to the Contractor.

- e. **Yard Waste Collection.** The contractor shall provide to all residents a grass clippings and leaves collection service option. The yard waste collection shall occur weekly on Mondays and shall run spring through fall approximate dates April 15 – November 30. The program shall consist of a 96 gallon yard waste card and up to 10-compostable bags collected weekly.

Year	2026	2027	2028	2029	2030
Fee Carted 96-Gal Yard Waste Service (with 10 additional bag picked per week) (per Household)	\$54.00	\$56.16	\$58.40	\$60.80	\$63.28

- i. In addition to carted yard waste, the Contractor shall provide an on-call curbside service of collection of yard waste materials shall take place between April 15 and May 15 (spring collection) and October 1 and November 30 (fall collection) each year. The Contractor shall provide yard waste collection only when residents request this service by contacting the Contractor during the above dates. Yard waste bags shall be collected on Monday with the carted yard waste service. The cost for this service shall be on a per bag charge. The Contractor shall bill the customer directly for this charge or provide stickers at a retail outlet in the City for residents to purchase. The retailer may markup the cost from time to time.

Year	2026	2027	2028	2029	2030
Fee per compostable bag for Yard Waste Collection	\$1.50	\$1.56	\$1.63	\$1.70	\$1.77

- ii. The Contractor shall deliver the yard waste materials to the City yard waste site or a site that has been approved by the Minnesota Pollution Control Agency and the City.
- f. **White Goods and Electronics Collection.** Provided that a household resident makes special arrangements with the Contractor, the Contractor shall collect and dispose of large items commonly known as white goods, including but not limited to refrigerators, stoves, dishwashers, washers, dryers and mattresses. With prior notice by the Homeowner, the Contractor shall also collect and dispose of electronics devices including computers, keyboards, copiers, scanners, printers, fax machines, televisions, console televisions, video players/recorders, video cassette players/recorders, and other similar devices. The

Contractor shall bill and collect from the householder directly. The costs for these services are outlined in the tables, below. These prices may be modified from time to time with City approval. These charges will also be charges on “Spring Clean-up Days.” Described in sub paragraph h, below.

White Goods			
Item	Charge	Item	Charge
Air Conditioner	\$25.00	Freezer	\$25.00
Brush (per bundle)	\$4.00	Mattress/Box Spring	\$35.00
Car Tire	\$10.00	Microwave Oven	\$25.00
Dishwasher	\$25.00	Refrigerator	\$25.00
Dryer	\$25.00	Stove	\$25.00
Washer	\$25.00		

Electronics	
Price Per Item	\$40.00
Bulk (Price per Pound)	\$NA

g. Additional Collection of Large and Bulky Items (Spring Clean-up Days) and Reuse.

The Contractor shall provide an additional collection service for large and bulky items on two consecutive Saturdays in the spring (May) of each year on dates to be determined mutually by the City and the Contractor for the collection of trash, electronic, appliances, and other non-hazardous items from City residents at the City Street Maintenance Facility at 1710 Riverview Drive. The Contractor shall provide the equipment and the labor for the collection. The City shall pay all disposal costs generated by the collection, including any landfill tipping fees. The Contractor shall provide staffing for this service and the City will also provide some staffing for this service and will verify City of Northfield residence for participants. Residents shall be charged a fee for the drop off and disposal of white goods, as identified above, in item f herein above.

- i. In addition, the Contractor shall contract with a reuse vendor to be at the spring cleanup days to identify and collect items that could be repurposed and diverted from the landfill.
- ii. Public relations and notification work and advertising related to this event shall be the responsibility of the Contractor. This public relations and notification work shall include providing the City with an advertisement three weeks prior to the event each year explaining the Spring Clean-up Days dates and process, and placing an advertisement in the Northfield News and KYMN Radio describing the collection process.
- iii. The Contractor shall provide roll-off drop-off containers for recycling materials. These roll-off drop-off containers are currently located at Family Fare and Cub Foods. Recycling material shall be delivered to Rice County Landfill.

5. SERVICE SCHEDULE.

- a. Contractor shall collect garbage, refuse, recyclables, and yard waste from each household in accordance with a schedule established by Contractor subject to approval of the City. The Contractor shall divide the City into five collection routes of approximately equal size and shall service each route once each week. All household collection services shall be conducted between the hours of 7:00 A.M. and 6:00 P.M., Monday through Saturday. Household collection shall not be done on Sundays or on New Year's Day, Memorial Day, Juneteenth, the 4th of July, Labor Day, Thanksgiving Day or Christmas Day.

6. COLLECTION EQUIPMENT.

- a. The Contractor shall make all collection of garbage, refuse, recyclables, and yard waste in water-tight metal or plastic receptacles or vehicles with closed tops so constructed that their contents will not leak, spill, or scatter therefrom. Should any garbage, refuse, recyclables, and yard waste be dumped or spilled in collection or transporting, it shall be immediately cleaned up at Contractor's expense. A broom and shovel in good useable condition shall be placed and maintained on each vehicle for this purpose. Receptacles and vehicles shall be kept clean and as free from all offensive odors as possible and shall not be allowed to stand in any street, alley or other place longer than is reasonably necessary to collect garbage, refuse, recyclables, and yard waste.
- b. The Contractor shall not collect garbage, refuse, recyclables, and yard waste without a license to do so. Licenses shall be applied for and issued pursuant to the City of Northfield Ordinance Section 62-66 and Rice County Waste Management Ordinance Section 606.
- c. All vehicles shall be properly licensed, painted and marked uniformly and shall have the Contractor's name and telephone number prominently displayed in letters of a contrasting color, at least three (3) inches high, on each side of the vehicle.
- d. The Contractor shall supply provide all equipment and vehicles to perform the services under this Contract. The Contractor shall keep all equipment and vehicles used in the performance of the services provided under this Contract in good operating condition and in a clean, sanitary condition. All equipment and vehicles shall meet all federal, state, county and municipal regulations concerning vehicles used on public roads.
- e. The Contractor shall furnish the City with a written description of all vehicles and equipment to be used within the City and in the performance of all services under this Contract. Each collection vehicle shall be equipped with standard warning flashers, warning alarms to indicate movement in reverse, fire extinguishers and signs on the rear of vehicle stating "This Vehicle Makes Frequent Stops"
- f. Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, customers shall have care, custody and control of the equipment while at the service locations. Customers shall use the equipment only for its proper and intended purpose.

7. COLLECTION OPERATIONS.

- a. The Contractor shall provide sufficient vehicles, equipment and personnel to ensure efficient performance of this Contract to the satisfaction of the City during the established hours of operation during the term hereof.
- b. Contractor's employees shall handle all containers with reasonable care to avoid damage, replace the containers in an upright position on the boulevard adjoining the curb, and dispose of any contents which may be spilled in a workmanlike manner.
- c. The Contractor shall instruct all employees that they shall not operate any equipment in reverse unless reverse operation is necessary for safe entrance to or egress from a driveway. A full-time superintendent of collections shall be employed by the Contractor, and shall be the representative of the Contractor. The superintendent shall be on the job within the City during normal hours of collection operations and shall maintain proper schedules for collection. The superintendent shall have supervisory duties, which shall include servicing of complaints.
- d. The Contractor shall establish and maintain, an office with continuous supervision, for accepting complaints and resident calls. City residents shall not be expected to make long distance calls for services or to register complaints. The office shall be in service between the hours of 8:00 A.M. and 4:30 P.M. Monday through Friday, except legal holidays. The address and telephone number of such office and any changes shall be given to the City in writing and will be posted on the City's website.
- e. Whenever the City or a resident notifies the Contractor of a location, which has not received scheduled service, the Contractor shall provide service to such location no later than the following working day from the time of complaint. A record of all complaints and action taken thereon shall be kept by the Contractor and reported monthly to the City. All complaints shall be answered by the Contractor courteously and promptly.
- f. The Contractor shall comply with Ordinances of the City and the laws and regulations of Rice County, Dakota County, the State of Minnesota and its agencies relating to sanitation and collection of garbage, refuse, recyclables, and yard waste.
- g. The Contractor shall provide and maintain as may be necessary all sanitary and safety accommodations for the use and protection of its employees to provide for their health, safety and welfare and comply with federal, state and local codes and regulations, as well as those of other bodies and tribunals having jurisdiction.
- h. The Contractor shall keep complete and accurate records in accordance with generally accepted accounting practices.
- i. Contractor shall provide such information as the City Administrator or his/her representative shall request from time to time regarding Contractor's actual costs incurred in performance of this Contract, including labor, equipment, fuel, insurance, administrative

costs, tipping fees and other costs.

- j. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services. The Contractor shall take all necessary precautions and protections to prevent damage, injury or loss to all employees and other persons who may be affected thereby, and other property, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.
- k. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor shall remedy, at Contractor's expense, all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

8. TERM AND TERMINATION.

- a. **Term.** This Contract shall remain in force and effect for a period of five years commencing January 2, 2026 and ending December 31, 2030, unless otherwise terminated sooner as provided herein (the "term"). The City and the Contractor may agree to extend the term of this Contract beyond the original termination date, upon such terms and conditions as the Parties shall mutually agree in writing, subject to the requirements of Minnesota law.
- b. **Termination.** Notwithstanding anything to the contrary herein, this Contract may be terminated under any of the following circumstances:
 - i. By either Party for any reason or for convenience by either Party upon one hundred twenty (120) days written notice.
 - ii. By the City upon thirty (30) days written notice to Contractor if the legality of this Contract under Minnesota Statutes is challenged in a formal lawsuit.

In the event of termination pursuant to this paragraph, the City shall be obligated to Contractor for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination.

- c. **Default.** Notwithstanding any other provision of this Contract, if in the City's reasonable judgment Contractor: 1) fails to perform any of the provisions of this Contract; 2) causes an immediate hazard or threat to public health or safety; or 3) fails to administer the services provided herein in such a manner as to endanger the performance of this Contract, this shall constitute an event of default. Unless Contractor's default is excused by the City within 7 days of written notice by the City to Contractor of default, the City may immediately cancel this Contract or exercise any other rights or remedies available to the City under this Contract or law.

9. RATES AND PAYMENT.

- a. The following shall be the maximum monthly rates for garbage and refuse collection per household unit:

Collection Fee Per Month Per Household					
Year	2026	2027	2028	2029	2030
Refuse	\$6.80	\$7.00	\$7.21	\$7.43	\$7.65

- b. The City shall collect the basic charges from residents and shall pay such compensation to Contractor on or before the 10th day of each month for the collection service billed during the preceding calendar month.

10. FUEL SURCHARGE.

- a. The fuel surcharge shall be calculated as follows:

None in Contract Term.

11. INDEMNIFICATION AND HOLD HARMLESS.

- a. The Contractor agrees to indemnify, protect, save, insure and hold harmless the City, its agents, officers and employees from and against any and all claims, causes of action, liabilities, losses, damages, costs, expenses including reasonable attorneys' fees, suits, demands and judgments of any nature, because of bodily injury to, or death of, any person or persons and/or because of damages to property of the Contractor or others, including loss of use from any cause whatsoever, which may be asserted against the City on account of any act or omission, including negligence, of the Contractor, or the Contractor's employees or agents in connection with the Contractor's performance of this Contract or any renewal hereof. The Contractor agrees to defend any action brought against the City on any such matters, and to pay and satisfy any judgment entered thereon together with all costs and expenses incurred in connection therewith.
- b. The indemnification provisions of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- c. Contractor agrees, that in order to protect itself and the City under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force policies of insurances indicated in paragraph entitled, "Insurance." Nothing in this Contract shall be construed to waive any immunities or limitations to which the City is entitled under Minn. Stat. Chapter 466 or otherwise.

12. INSURANCE

- a. The Contractor shall not commence services or work under this Contract until Contractor has obtained all insurance required herein and such insurance amounts specified herein have been verified by the City, nor shall Contractor allow any subcontractor to commence services or work on a subcontract until such subcontractor has obtained like insurance covering as to worker's compensation, liability, and automobile insurance. All such insurance coverage shall be maintained at all times while this Contract is in effect.
- b. The Contractor agrees to procure and maintain, at Contractor's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as otherwise required by law, whichever is greater (coverages under umbrella or excess policies may be combined with primary policies to meet the below stated insurance coverage requirements):

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 bodily injury by accident \$500,000 bodily injury by disease aggregate \$500,000 bodily injury by disease per employee
Commercial General Liability	\$2,000,000 property damage and bodily injury per occurrence \$4,000,000 annual aggregate \$2,000,000 annual aggregate Products – Completed Operations
Automobile Liability	\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include coverage for all owned, hired and non-owned vehicles
Umbrella or Excess Liability	\$1,000,000

- c. Except as provided below, Contractor's Workers' Compensation insurance must provide coverage for all its employees. If Minnesota Statutes, section 176.041 exempts Contractor from Workers' Compensation insurance, or if Contractor has no employees in the City, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If at any time while this Contract is in effect Contractor ceases to be exempt from the requirement to maintain Workers' Compensation coverage, Contractor must comply with the Workers' Compensation

insurance requirements herein and provide the City with a certificate of insurance documenting such coverage.

- d. Contractor's Commercial General Liability ("CGL") and business automobile liability insurance coverages shall insure Contractor against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by Contractor or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Ongoing and Completed Operations Liability. The required automobile liability coverage must include coverage for "any auto," which shall include all refuse hauling vehicles and equipment to provide the services hereunder and extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or as otherwise required by law. The City shall have additional insured status and be listed by name on an endorsement attached to such policy(ies) for the services provided under the contract and shall provide that Contractor's coverage shall be primary and noncontributory in the event of a loss.
- e. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to the City by Contractor and are attached hereto and incorporated herein by reference as Exhibit 1.
- f. Any insurance limits in excess of the minimum limits specified herein above shall be available to the City in the event of claims.
- g. Contractor's insurance policies and certificate(s) shall not be cancelled without at least Thirty (30) days' advance written notice to the City or Ten (10) days' prior written notice to the City for nonpayment of premium.
- h. Contractor's policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under the Contract.
- i. Contractor is responsible for payment of contract related insurance premiums and deductibles.
- j. Contractor shall ensure that all subcontractors comply with the insurance provisions contained in the Contract and such insurance is maintained as specified.
- k. Contractor's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance and technology errors and omissions insurance, if applicable.
- l. All policies listed above (except professional liability insurance or other coverage not

reasonably available on an occurrence basis, if required in the contract), shall be written on a per "occurrence" basis ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.

- m. Contractor shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by the City.
- n. Subject to a reasonable period of time to cure, the City reserves the right to terminate this Contract if Contractor is not in compliance with the insurance requirements contained in this Contract and retains all rights to pursue any legal remedies against Contractor.

13. PERFORMANCE BOND.

- a. Contractor shall furnish an annually renewable performance bond in the amount of \$100,000.00 dollars conditioned upon Contractor's faithful performance of the services/work specified herein.
- b. Failure of the Contractor to perform this Contract which endangers the health, safety, or welfare of the residents of the City shall be just cause for immediate termination of this Contract by the City, and the surety on Contractor's performance bond shall be bound by the terms of such bond to obtain and provide garbage, refuse, recyclables, and yard waste collection and disposal services as contemplated by this Contract until another contract can be let and executed according to law. Determination that such conditions exist shall be within the discretion of the City Council of the City. The performance bond provided to the City shall be in a form acceptable to the City and be provided by a surety licensed in Minnesota.

14. GENERAL TERMS.

- a. **Voluntary and Knowing Action.** The Parties, by executing this Contract, state that they have carefully read this Contract and understand fully the contents thereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- b. **Authorized Signatories.** The Parties each represent and warrant to the other that; (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it. Each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- c. **Notices.** All notices and other communications required or permitted under this Contract shall be in writing, and hand delivered or sent by registered or certified mail, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either Party shall have notified the other Party. The Parties' representatives

for notification for all purposes are:

If to City of Northfield:

David E. Bennett, P.E.
Public Works Director/City Engineer
801 Washington Street
Northfield, MN 55057

Ben Martig, City Administrator
801 Washington Street
Northfield, MN 55057

If to Contractor:

Jeff Weast, Director of Sales
Dick's Sanitation Service, Inc.
8984 215th Street W.
Lakeville, MN 55044

With a copy to:

Waste Connections
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380
Attn: Legal Department

- d. **Dispute Resolution.** City and Contractor agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.
- e. **Independent Contractor Status.** Contractor, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of City for any purpose. No statement contained in this Contract shall be construed so as to find Contractor to be an employee of City, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. Contractor acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor, and that it is Contractor's sole obligation to comply with the applicable provisions of all Federal and State tax laws. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. Contractor is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

- f. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by City to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on City's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract and the services. If any deliverable is not acceptable, City will notify Contractor specifying reasons in reasonable detail, and Contractor will, at no additional cost, conform the deliverable to stated requirements of this Contract and the services.
- g. **Permits/Licenses.** Contractor shall obtain and pay for all permits and licenses necessary and ordinary for the services required herein, shall comply with all lawful requirements applicable to the services, and shall give and maintain any and all notices required by applicable law pertaining to the services.
- h. **Taxes.** Contractor shall pay any applicable state sales taxes applicable to the services provided herein.
- i. **Subcontracting.** Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of City. Contractor shall be responsible for the performance of all subcontractors and/or sub-consultants.
- j. **Assignment.** This Contract shall be binding upon the parties hereto, their successors and assigns. This Contract may not be assigned by either Party without the written consent of the other Party.
- k. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and Contractor.
- l. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, Contractor agrees that City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Contract. Contractor agrees to maintain these records for a period of six years from the date of termination of this Contract.
- m. **Force Majeure.** The Parties shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the party affected by force majeure shall give written notice with explanation to the other party immediately.

- n. **Compliance with Laws.** Contractor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible.
- o. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- p. **Interest by City Officials.** No elected official, officer, or employee of City shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- q. **Governing Law.** This Contract shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
- r. **Data Practices.** The Parties acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- s. **Cybersecurity Incident Reporting.** Contractor acknowledges that Contractor by virtue of this Contract is subject to the requirements of Minn. Stat. § 16E.36 for reporting cybersecurity incidents impacting the City.
- t. **No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- u. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- v. **Entire Contract.** These terms and conditions constitute the entire Contract between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- w. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- x. **Survivability.** All covenants, indemnities, guarantees, releases, representations and

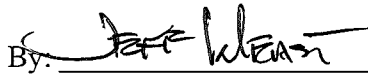
warranties by any Party or Parties, and any undischarged obligations of City and Contractor arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the Parties have hereunto executed this document the day and year first above written.

CONTRACTOR:

DICK'S SANITATION SERVICE, INC.

By: 
DSE, Its MANAGER

Date: 11/18/2025

CITY OF NORTHFIELD, MINNESOTA

By: _____
Erica Zweifel, Its Mayor

Date: _____

By: _____
Lynette Peterson, Its City Clerk

Date: _____

EXHIBIT 1

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[Certificates of Insurance attached hereto]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Prop & Casualty Serv Inc. 3620 American River Drive Suite 125 Sacramento CA 95864	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: wcnuscoirequest@nfp.com	FAX (A/C, No):
INSURED Dick's Sanitation Service, Inc. 3 Waterway Square Place, Suite #110 The Woodlands, TX 77380	WASTCON-03	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE American Insurance Company		22667
INSURER B : ACE Property & Casualty Insurance Company		20699
INSURER C : Chubb Indemnity Insurance Company		12777
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 2007285390**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		HDO G49353066	8/1/2025	8/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISAH10755517	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ Per Policy			XEU G27614620 011	8/1/2025	8/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Prod/Comp Opp Agg \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WLR C72796573	8/1/2025	8/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,500,000 E.L. DISEASE - EA EMPLOYEE \$1,500,000 E.L. DISEASE - POLICY LIMIT \$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Northfield is included as an additional insured with regard to the general liability if required by written contract, on a primary non-contributory basis. 30 days notice of cancellation, except 10 days for non-payment of premium, applies on the General Liability, Auto Liability, Umbrella Liability, and Workers Compensation.

CERTIFICATE HOLDER**CANCELLATION**

City of Northfield
801 Washington St
Northfield MN 55057

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we

will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

EXHIBIT 2

CITY OF NORTHFELD REQUEST FOR PROPOSALS



**SOLICITATION OF PROPOSALS -
RESIDENTIAL REFUSE COLLECTION
FOR CITY OF NORTHFIELD
January 1, 2026 through December 31, 2030**

The City of Northfield ("City") located in Rice County, Minnesota, and has previously established residential refuse organized collection pursuant to Minnesota Statutes, section 115A.94. The City is now accepting proposals for residential refuse organized collection.

BASIC PROPOSAL SUBMISSION REQUIREMENTS.

All proposals should be submitted in writing mail or courier service to: **City Engineer's Office, Northfield City Hall, 2nd Floor, 801 Washington Street, Northfield, Minnesota, 55057, for receipt by the City no later than 2:00 PM, October 16, 2025, to be considered eligible.**

Three (3) copies of the proposal shall be submitted with the name of the proposing company on the outside and addressed as follows:

Residential Refuse Organized Collection Proposal
Office of the City Engineer
801 Washington Street
Northfield, MN 55057

All proposals submitted must provide information as indicated in this request for proposals ("RFP").

The City reserves the right to reject any or all proposals, to waive irregularities, informalities or technicalities, to request additional information from all proposers/responders, to negotiate with contractors, and to select a contractor based upon the best interests of the City in the City's sole judgment and discretion. The approval of the proposal selected will be made by the City Council. Proposal pricing must be valid for a period of 45 days after the proposal due date.

Proposals received after the deadline stated herein will not be accepted. It is neither the City's responsibility nor practice to acknowledge receipt of any proposal. It is the proposer's/responder's responsibility to assure that a proposal is received in a timely manner by the City. The City will not reimburse any expenses incurred by the proposer/responder including, but not limited to, expenses associated with the preparation and submission of the proposal/response and/or attendance at any interviews, if required.

The City reserves the right to negotiate the final terms and conditions of the contract to be executed. Should the City and a proposer/responder be unable to mutually agree upon the entire contract, the City reserves the right to discontinue negotiations, select another proposer/responder or reject all of the proposals.

Upon completion of negotiations agreeable to the City and the proposer/responder selected, a contract shall be executed. The form of the contract for services with the City shall be the City's services contract form; a copy of which may be requested from the City Engineer. By submitting a proposal, all proposers/responders hereby agree to the terms and conditions contained in the City's services contract form.

DEFINITIONS.

CITY - The City of Northfield, a political subdivision of the State of Minnesota.

CONTRACT - The written agreement between the City and the Contractor covering the performance of the services.

SELECTED CONTRACTOR or CONTRACTOR - The qualified and City selected vendor that is awarded a contract to provide the services.

PROPOSAL – A complete and properly signed proposal to provide the services containing all information required in this RFP.

PROPOSER - The person, Contractor, corporation or other business entity submitting a proposal on items listed in this RFP and thereby agreeing to meet the terms and conditions of the City's required contract form.

RFP - This document, entitled "SOLICITATION OF PROPOSALS - RESIDENTIAL REFUSE COLLECTION FOR CITY OF NORTHFIELD.

SERVICES – The services required in this RFP for residential refuse organized collection within the City's corporate limits pursuant to the City's required contract.

1. STANDARDS FOR COLLECTION.

a. The City of Northfield currently is contracted with Dicks Sanitation Inc. for residential refuse organized collection. The current contract will expire December 31, 2025. The term of this new contract is five years, commencing on January 2, 2026 and continuing through December 31, 2030, unless sooner terminated as provided in the contract between the City and the selected proposer(s).

b. The successful, City Council selected proposer / contractor (hereinafter referred to as the "selected Contractor" or "Contractor") shall begin refuse collection service on Friday, January 2, 2026. Refuse is currently picked up weekly and recycling is collected on the same day as refuse collection bi-weekly. The City requires the selected Contractor to continue same day collection service. As required by Rice County, all garbage is disposed of at the Rice County Landfill. The

disposal fee is a cost that the City pays directly to the Rice County Landfill and should not be included in your proposal.

c. There are approximately 5,019 residential carts in Northfield as of the date of this RFP, varying in size from 20 gallons to 96 gallons. Most of the City of Northfield is located in Rice County, but a small portion of the City of Northfield is also located in Dakota County. The City requires the entire City corporate limits to be served by the selected Contractor for residential refuse organized collection service. Consequently, there are approximately 4,553 residential service locations in Rice County and an additional approximately 466 residential service locations in Dakota County. The selected Contractor shall provide all refuse carts at the proposer's expense. Rice County provides recycling bins for residents in Rice County, the selected proposer shall coordinate the recycling bin delivery for new residents. The Contractor shall provide recycling bins for Dakota County residents, currently 466 service locations.

d. The Contractor shall collect all garbage and refuse as defined in the Ordinance Code of the City of Northfield, provided that it is put out for collection in containers and in a manner which meets the standards prescribed by the City. If garbage, refuse or yard waste is put out for collection in a manner not consistent with the standards prescribed by the City, the Contractor shall not collect such items but shall inform the household resident of the proper method of putting such items out for collection.

a. Curbside recycling collection shall take place bi-weekly on the same day and during the same hours as garbage and refuse collection. The Contractor shall be licensed in Rice County and shall provide recycling collection to all households in the City of Northfield, in a manner consistent with the standards established by Rice County. Rice County is responsible for the recycling program for all Rice County households and for providing compensation to the Contractor for recycling services. The current rate for Rice County is \$2.78/household and \$26/ton of mixed recycling. The City shall bill Dakota County residents for recycling services and pay such amounts to the Contractor. The City will pay the Contractor \$3.00/household for recycling over the contract term. As a component of bi-weekly recycling, the Contractor shall provide any resident that requests a larger cart (96 gal) for recycling vs. the standard 64 gal. cart.

2. HOUSEHOLD DEFINED.

The selected Contractor shall collect garbage, refuse, recyclables and yard waste under the terms of a contract with the City and pursuant to City Code and applicable law from all households in the City. Household shall mean a single family dwelling unit, including a house, apartment in a complex up to and including six (6) units, condominium, townhouse or other such unit, and including apartments up to and including six (6) units or other dwelling unit in a commercial or industrial building, unless the units are exempt from collection hereunder by resolution of the City Council.

3. SPECIAL PROVISIONS FOR COLLECTION SERVICE.

a. Basic Service.

The basic service for collection of garbage and refuse shall be one (1) twenty (20) gallon, (1) thirty-two (32) gallon, one (1) sixty-four (64) gallon container, or one (1) ninety-six (96) gallon container at the option of the customer. The Contractor shall supply such containers to all households and shall replace as necessary from time to time all lost, stolen, damaged or defective containers at the Contractor's expense. All containers shall remain the property of the Contractor. On the first business day of each month, the Contractor shall provide the City with a list of users for all four different container sizes for billing purposes. Current (as of July, 2025) cart distribution is as follows:

Rice County

257 - 20 gal. Containers
1,728 - 35gal. Containers
1,942 - 64 gal. Containers
588 - 96 gal. Containers

Dakota County

29 - 20 gal. Containers
163 - 35 gal. Containers
191 - 64 gal. Containers
31 - 96 gal. Containers

38 Drive By on Vacation

b. Special Pick-up Arrangements.

Persons with physical disabilities, which prohibit the placement of garbage and refuse containers curbside, must be allowed to make special pick-up arrangements with the Contractor at no added cost to the customer, provided they have a signed statement of need from their physician.

c. Christmas Tree Collection.

In January of each year, the Contractor shall collect all Christmas trees set out at curbside for collection. Public relations and notification work and advertising related to this service shall be the responsibility of the Contractor. This public relations and notification work shall include providing the City with a one page advertisement by December 1st of each year explaining the Christmas Tree collection dates and process, and placing an advertisement in the Northfield News describing the collection process. The Contractor shall deliver the Christmas trees to the City of Northfield yard waste site or a site that has been approved by the Minnesota Pollution Control Agency and the City. There shall be no charge for this service.

d. Brush Collection.

When contacted by residents, the Contractor shall provide brush collection service when resident requested. This service must be provided and available all year. Brush is hereby defined as hedge clippings, tree trimmings and branches. The contractor must bill the cost of such service directly to the customer. Limb size must be less than six (6) inches in circumference. All bundles shall be no more than 4 ft. long and 3 ft. in diameter, and tied so that it can be handled easily by one person. The Contractor shall deliver the brush materials to the City of Northfield yard waste site, or a site that has been approved by the Minnesota Pollution Control Agency and the City of Northfield.

e. Yard Waste Collection.

For an additional fee, the Contractor shall provide to all residents a grass clippings and leaves collection service option. The yard waste collection shall occur weekly on Mondays and shall run spring through fall approximate dates April 15 – November 30. The City currently has 650 yard waste accounts. The program shall include:

- 96 Gallon Yard Waste Cart and up to 10-compostable bags to be collected weekly.
- The use of paper compostable bags.
- The Contractor shall deliver the yard waste materials to the City of Northfield yard waste site 1801 Armstrong Road, or a site that has been approved by the Minnesota Pollution Control Agency and the City.
- In addition to residents signed up for weekly carted yard waste, the Contractor shall provide an on-call curbside service of collection of yard waste materials shall take place between April 15 and May 15 (spring collection) and October 1 and November 15 (fall collection) each year.
- The Contractor shall provide yard waste collection only when residents request this service by contacting the Contractor during the above dates. Yard waste bags shall be collected on Monday with the carted yard waste service.
- The cost for this service shall be on a per bag charge. The Contractor shall bill the customer directly for this charge or provide stickers at a retail outlet in the City for residents to purchase. The retailer may markup the cost from time to time.

g. White Goods Collection.

Provided that a household resident makes special arrangements with the Contractor, the Contractor shall collect and dispose of large items commonly known as white goods, including but not limited to refrigerators, stoves, dishwashers, washers, dryers and mattresses. The cost for these services will be specifically stated in the proposal form. Included in this pricing shall be the cost associated with complying with all Freon removal/handling requirements. The aforementioned special arrangements shall include the payment by the resident directly to the Contractor. The prices for this service initially established in this proposal may be modified from time to time with City approval. The Contractor shall bill the customer directly for this charge.

h. Additional Collection of Large and Bulky Items.

The Contractor shall provide an additional collection service for large and bulky items on two consecutive Saturdays in the spring of each year on dates to be determined mutually by the City and the Contractor. The Contractor shall provide the equipment and the labor for the collection. The City shall pay all disposal costs generated by the collection. The City will also provide staffing for this service to verify City of Northfield residence for participants. Residents shall be charged a fee for the drop off and disposal of white goods, as identified above, in item g herein above.

i. Hazardous Waste.

Garbage and refuse collection related to any program under the contract between the selected Contractor and the City as provided in this RFP shall not include toxic or hazardous waste, or other materials prohibited by City Code or applicable law, or considered unacceptable by the receiving disposal facility.

j. Rice County Sanitary Landfill.

Unless the Northfield City Council directs the Contractor to haul to another MPCA-approved landfill, all garbage and refuse collected in the City of Northfield by the Contractor shall be hauled to the Rice County Sanitary Landfill. The City will pay directly to the Landfill all disposal costs for garbage and refuse collected under the required contract. The Contractor may not co-mingle garbage and refuse collected under the contract with the City with garbage and refuse collected under any other contract.

k. Spring Cleanup.

The selected Contractor shall provide a coordinated spring cleanup held the first two Saturday in May for the collection of trash, electronic, appliances, and other non-hazardous items from City residents at the City Street Maintenance Facility at 1710 Riverview Drive. The Contractor shall provide staffing for the collection of the items along with staff to collect money from residents for such service. Fees collected at spring cleanup shall match fees in this proposal. The Contractor may also bill the customer directly for this charge.

In addition, the Contractor shall contract with a reuse vendor to be at the spring cleanup days to identify and collect items that could be repurposed and diverted from the landfill.

l. Community Recycling and Cardboard Collection.

The selected Contractor shall provide roll-off drop-off containers for recycling materials. These roll-off drop-off containers are currently located at Family Fare and Cub Foods. Recycling material shall be delivered to Rice County Landfill.

4. MINIMUM CONDITIONS OF COLLECTION SERVICE.

a. Collection Service Schedule.

The selected Contractor shall collect garbage, refuse, bi-weekly recyclables, and yard waste from each household in accordance with a schedule established by Contractor, subject to approval by the City. The Contractor shall divide the City into five collection routes of approximately equal size and shall service each route once each week. All household collection services shall be conducted between the hours of 7:00 A.M. and 6:00 P.M., Monday through Saturday. Household collection shall not be done on Sundays or on New Years Day, Memorial Day, Juneteenth, the 4th of July, Labor Day, Thanksgiving Day or Christmas Day.

b. Collection Vehicles and Equipment.

The selected Contractor shall make all collection of garbage, refuse, yard waste and recyclables in water-tight metal receptacles or closed-top vehicles so constructed that their contents will not leak, spill, or scatter therefrom. The Contractor shall IMMEDIATELY clean up any garbage, refuse, compost, or recyclables that are dumped or spilled in collection or transporting. For this purpose, a broom and shovel in good useable condition shall be placed and maintained on each vehicle. Receptacles and vehicles shall be kept clean and as free as possible from all offensive odors, and shall not be allowed to stand in any street, alley or other place longer than is reasonably necessary to collect garbage and refuse.

All vehicles shall be painted and marked uniformly and shall have the Contractor's name and telephone number prominently displayed in letters of a contrasting color, at least three (3) inches high, on each side of the vehicle.

The Contractor shall keep all equipment used in the performance of the work in good operating condition and in a clean, sanitary condition. All equipment shall meet all federal, state, county and municipal regulations concerning vehicles used on public roads.

The Contractor shall furnish the City with a written description of all vehicles and equipment to be used within the City of Northfield and in the performance of collection services. Included with each vehicle description shall be digital photos of the front, rear, and both sides of that particular vehicle. Each collection vehicle shall be equipped with standard warning flashers, warning alarms to indicate movement in reverse, fire extinguishers, and signs on the rear of vehicle stating "This Vehicle Makes Frequent Stops"

c. License Required.

The selected Contractor shall not collect garbage, refuse, yard waste or recyclables without a license to do so. Licenses shall be applied for and issued pursuant to the City of Northfield Ordinance Section 62-66, AND Rice County Waste Management Ordinance, Section 606.

d. Collection Operations.

The selected Contractor shall provide sufficient equipment and personnel to ensure efficient performance of the City's required contract during the established hours of operation.

Contractor's employees shall handle all containers with reasonable care to avoid damage, once emptied shall place the containers in an upright position on the boulevard adjoining the curb, and in a good workmanlike manner shall collect and dispose of any contents which may be spilled during collection activity.

The Contractor shall instruct all employees that they shall generally NOT operate any equipment in reverse, unless reverse operation is absolutely necessary for safe entrance to or egress from a driveway.

A full-time superintendent of collections shall be employed by the Contractor, and shall be the representative of the Contractor for communication with the City Administrator, or the City Administrator's authorized representative. The superintendent shall be on the job within the City during normal hours of collection operations, and shall maintain proper schedules for collection. The superintendent shall have supervisory duties, which shall include servicing of complaints.

The Contractor shall establish and maintain with continuous supervision in a location approved by the City, an office for accepting complaints and resident calls. City residents shall not be expected to make long distance calls for services or to register complaints. The office shall be in service between the hours of 8:00 A.M. and 4:30 P.M. Monday through Friday, except legal

holidays. The address and telephone number of such office and any changes shall be given to the City in writing, and shall be painted on each side of each collection vehicle.

Whenever the City or a resident notifies the Contractor of a location which has not received scheduled service, the Contractor shall provide service to such location no later than the following working day from the time of the complaint. The Contractor shall keep a record of all complaints and action taken thereon shall provide a monthly report of same to the City. The Contractor shall answer all complaints courteously and promptly.

The Contractor shall comply with Ordinances of the City and the laws and regulations of Rice County, Dakota County, the State of Minnesota and its agencies relating to sanitation and collection of garbage, refuse, yard waste and recyclables.

The Contractor shall provide and maintain all necessary sanitary and safety accommodations for the use and protection of its employees to provide for their health and welfare, and shall comply with federal, state and local codes and regulations, as well as those of other bodies and tribunals having jurisdiction.

The Contractor shall keep complete and accurate financial records in accordance with generally accepted accounting practices.

Contractor shall provide such information as the City Administrator or authorized representative shall request from time to time regarding Contractor's actual costs incurred in performance of the required City contract with Contractor, including labor, equipment, fuel, insurance, administrative costs, tipping fees and other costs.

5. CONTRACT FORM.

This RFP is not and shall not be deemed, construed or interpreted as the City required contract form. The selected Contractor shall be required to execute a contract with the City on a form required by the City containing those terms, among others, consistent with this RFP.

- a. The selected Contractor shall be required to be a party to the City's contract form.
- b. By submitting a proposal to this RFP, the proposer agrees to the City's required contract form and the terms and conditions contained therein.
- c. A copy of the City required contract form is available upon request.
- d. Should the City and a selected Contractor be unable to mutually agree upon the entire contract, the City reserves the right to discontinue negotiations with the selected Contractor, select another proposer, utilize another option as determined by the City Council, or reject all of proposals.
- e. Upon completion of negotiations agreeable to the City, a contract shall be executed following approval thereof by the City Council in the City Council's sole judgment and discretion.
- f. Insurance. The contract negotiated with the successful proposer may contain, in the City's sole judgment and discretion, other or amended provisions with regard to

insurance considering the types of insurance and coverage limits of the selected Contractor provided that the requirements herein are satisfied and all indemnification obligations required fully cover the City's risk to the maximum extent provided in the Minnesota Tort Claims Act.

The term of the required City contract with the selected Contractor shall commence on January 2, 2026 and end on December 31, 2030, unless sooner terminated as provided in the contract.

The City and the Contractor may agree to extend the term of the City required contract beyond the original termination date, upon such terms and conditions as the parties shall mutually agree, subject to the requirements of Minnesota law.

6. INDEMNIFICATION.

The selected Contractor agrees to indemnify and hold harmless the City, its agents, officers and employees from any and all claims, causes of action, liabilities, losses, damages, costs, expenses including reasonable attorneys' fees, suits, demands and judgments of any nature, because of bodily injury to, or death of, any person or persons and/or because of damages to property of the Contractor or others, including loss of use from any cause whatsoever, which may be asserted against the City on account of any act or omission, including negligence, of the Contractor, or the Contractor's employees or agents in connection with the Contractor's performance of the contract or any renewal thereof.

The Contractor agrees to defend any action brought against the City on any such matters, and to pay and satisfy any judgment entered thereon together with all costs and expenses incurred in connection therewith.

The Contractor agrees to have and maintain insurance covering its indemnification obligations as provided in the contract and meeting the requirements specified herein below.

7. I INSURANCE.

The selected Contractor shall purchase and maintain such insurance as will protect the Contractor and City from claims including but not limited to the claims set forth below, which may arise out of or result from Contractor's execution of the services, whether such execution be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Claims under workers' compensation, disability benefit and other similar employee benefit acts;
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employee(s);
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person

other than the contractor's employee(s)

- d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the contractor, or (2) by any other person; and
- e. Claims for damages because of injury to or destruction of tangible property, including loss or use resulting therefrom.

The Contractor shall meet the following insurance requirements as the same are specified or as modified or amended by the City in the contract:

- a. The selected Contractor shall not commence work under the contract until Contractor has obtained all insurance required herein and such insurance amounts specified herein have been verified by the City, nor shall Contractor allow any subcontractor to commence services or work on a subcontract until such subcontractor has obtained like insurance covering as to worker's compensation, liability, and automobile insurance. All such insurance coverage shall be maintained at all times while this contract is in effect.
- b. The selected Contractor agrees to procure and maintain, at Contractor's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as otherwise required by law, whichever is greater (coverages under umbrella or excess policies may be combined with primary policies to meet the below stated insurance coverage requirements):

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 bodily injury by accident \$500,000 bodily injury by disease aggregate \$500,000 bodily injury by disease per employee
Commercial General Liability	\$2,000,000 property damage and bodily injury per occurrence \$4,000,000 annual aggregate \$2,000,000 annual aggregate Products – Completed Operations
Automobile Liability	\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include coverage for all owned, hired and non-owned vehicles

Umbrella or Excess Liability \$_____ to meet
minimum requirement above.

- c. Except as provided below, Contractor's Workers' Compensation insurance must provide coverage for all its employees. Contractor must comply with the Workers' Compensation insurance requirements herein and in applicable law and provide the City with a certificate of insurance documenting such coverage.
- d. Contractor's Commercial General Liability ("CGL") and business automobile liability insurance coverages shall insure Contractor against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by Contractor or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Ongoing and Completed Operations Liability. The required automobile liability coverage must include coverage for "any auto," which shall include all refuse hauling vehicles and equipment to provide the services hereunder and extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or as otherwise required by law. The City shall have additional insured status and be listed by name on an endorsement attached to such policy(ies) for the services provided under the contract and shall provide that Contractor's coverage shall be primary and noncontributory in the event of a loss.
- e. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages shall be provided by Contractor and attached to the contract.
- f. Any insurance limits in excess of the minimum limits specified herein above shall be available to the City in the event of claims.
- g. Contractor's insurance policies and certificate(s) shall not be cancelled without at least Thirty (30) days' advance written notice to the City or Ten (10) days' prior written notice to the City for nonpayment of premium.
- h. Contractor's policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under the contract.
- i. Contractor is responsible for payment of contract related insurance premiums and deductibles. If Contractor is self-insured, a Certificate of Self-Insurance must be attached to the contract. Any program of self-insurance shall be subject to the City's approval, which shall not be unreasonably withheld, conditioned or delayed.
- j. Contractor shall ensure that all subcontractors comply with the insurance provisions contained in the contract and such insurance is maintained as specified.

- k. Contractor's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance and technology errors and omissions insurance, if applicable.
- l. All policies listed above (except professional liability insurance or other coverage not reasonably available on an occurrence basis, if required in the contract), shall be written on a per "occurrence" basis ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.
- m. Contractor shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by the City.
- n. The City reserves the right to immediately terminate the contract if Contractor is not in compliance with the insurance requirements contained in the contract and retains all rights to pursue any legal remedies against Contractor.

8. PERFORMANCE BOND.

The Contractor shall furnish a performance bond in the amount of \$100,000.00 dollars conditioned upon Contractor's faithful performance of the services specified herein. Failure of the Contractor to perform the contract which endangers the health, safety, or welfare of the residents of the City of Northfield shall be just cause for immediate termination of the contract by the City, and the surety on the Contractor's performance bond shall be bound by the terms of such bond to obtain and provide garbage and refuse collection and disposal services as contemplated by the contract until another contract can be let and executed according to law. Determination that such conditions exist shall be within the sole discretion of the City Council of the City of Northfield.

9. PROTECTION OF WORK, PROPERTY AND PERSONS.

- a. The selected Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services. The Contractor shall take all necessary precautions and protections to prevent damage, injury or loss to all employees and other persons who may be affected thereby, and other property, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body jurisdiction. The Contractor shall remedy, at Contractor's expense, all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

10. CONTRACTOR SELECTION PROCESS.

a. Contractor selection process.

To the best of its ability, the City will use the following process for its decision-making to select a Contractor to enter into a contract with to perform the services:

City staff will review and analyze the details of the qualified submitted proposals. The City reserves the right to ask submitters for additional information/clarification to better understand proposals.

Once a draft contract has been successfully negotiated, City staff will present its recommendations to the City Council. The City Council may then approve the contract and authorize staff to execute it, or take other such actions as are in the City Council's judgment and discretion.

b. Evaluation Criteria.

The City will objectively evaluate the proposals submitted to determine the proposal that is the best value in terms of meeting the service requirements specified in this RFP and which is in the best interest of the City and its residents. A comprehensive set of criteria will be used to quantify the merits of each proposal package, including (but not limited to):

- Strength of qualifications of the Contractor (together with any proposed subcontractor, if any), especially related to the particular needs of the City of Northfield. Qualifications will include (but not be limited to) the proven capacities of the Contractor (and any subcontractor) to meet the operational requirements of the City.
- Comments from the Contractor's reference clients.
- Price of Services
- Responsiveness of the Contractor to all other provisions of this RFP.
- Price of services.

Requests for additional information regarding the submission of proposals for this RFP should be addressed to David Bennett, Director of Public Works, 507-645-3006.

11. REQUIREMENTS AND AUTHORITY OF THE CITY OF NORTHFIELD.

This RFP does not commit the City of Northfield to pay any costs incurred by a proposer in the preparation of their proposal submission, or to approve a contract for services with a selected proposer. The City will not reimburse any expenses incurred by any proposer including, but not limited to, expenses associated with the preparation and submission of the response, proposal, and/or attendance at any interviews or meetings, if required by the City. The City reserves the right to accept, modify, negotiate or reject any or all proposals received as a result of this RFP, to negotiate with any qualified proposer or cancel, in part or entirely, this RFP, if it is in the best interest of the City, in its sole judgment and discretion.

The City may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by any proposer, require proof of insurance, and require additional evidence of qualifications requested in this RFP.

The City reserves the right, in the City's sole judgment and discretion, to:

- a. Reject any or all RFP proposals submitted by proposers in response to this RFP if such action is in the public interest;
- b. Request additional information from all proposers/responders;
- c. Select a Contractor based upon the best interests of the City in the City's sole judgment and discretion;
- d. Cancel the entire RFP process;
- e. Issue a subsequent RFP or amend or modify the RFP;
- f. Remedy or ignore technical errors in the RFP process;
- g. Appoint an evaluation committee to review submitted proposals;
- h. Establish a short list of proposers eligible for interview after evaluation of written proposals;
- i. Extend the deadline or accept late RFP proposal submissions under extenuating circumstances at its discretion;
- j. Negotiate with any, all, or none of the proposers or request information or ask questions of any proposer; and
- k. Reject and replace one or more proposer(s) as applicable

The approval of the proposal selected will be made by the City Council. Proposal pricing must be valid for a period of 45 days after the proposal due date.

**SOLICITATION OF PROPOSALS -
RESIDENTIAL REFUSE COLLECTION
FOR CITY OF NORTHFIELD
January 2, 2026 through December 31, 2030**

NOTICE TO PROPOSERS / RESPONDENTS

Invitation for Proposals:

Proposals will be received at Northfield City Hall, Office of the City Engineer, 801 Washington Street, Northfield, MN 55057, until 2:00 p.m. on October 16, 2025 for residential refuse organized collection services for the City of Northfield for the period from January 2, 2026 through December 31, 2030.

Submission of Proposals:

Proposals must be submitted and received by the City of Northfield no later than 2:00 p.m. on October 16, 2025 at:

Northfield City Hall
Office of the City Engineer
801 Washington Street
Northfield, MN 55057

The City of Northfield reserves the right to reject any or all proposals, to waive technical irregularities, and to award the proposal in the best interests of the City. Price will not be the sole consideration in determining the best interest in the selected Contractor for the City. No proposals may be withdrawn for a period of forty five (45) days after the date and time set for the proposal submission time. By submitting a proposal, the proposer agrees to the City's contract form. The Request for Proposal and contract form are available online at _____ and by request to _____ at _____.

City of Northfield
801 Washington, Northfield, MN

**SOLICITATION OF PROPOSALS -
RESIDENTIAL REFUSE COLLECTION
FOR CITY OF NORTHFIELD
January 2, 2026 through December 31, 2030
Proposal Form**

TO: David E. Bennett, P.E.
Director of Public Works/City Engineer
801 Washington Street
Northfield, MN 55057

Dear Sir:

1. The following proposal is made for the organized collection of residential refuse in and for the City of Northfield from January 2, 2026 through December 31, 2030. The Proposal Documents include the Solicitation of Proposals, Notice to Proposers, Proposal Form, Affidavit and Information Required of the Proposers, and any other documents issued by the City of Northfield in connection with the proposal process, all of which are the basis for this proposal.
2. The undersigned certifies that the Proposal Documents have been carefully examined and understood by the proposer, and that at no time will any misunderstanding of the Proposal Documents be pleaded.
3. The undersigned understands that the right is reserved by the City to reject any or all Proposals, to waive technical irregularities, and to award the contract in the best interests of the City, and understands further that price will not be the sole consideration in determining the selected Contractor and the best interests of the City.
4. The proposer is a [circle one] sole proprietor/corporation/partnership/limited liability company/other: _____.
5. If the proposer is a corporation or limited liability company, the state of incorporation/registration is: _____.
6. If the proposer is a partnership, the full names and addresses of all partners are: _____

**SOLICITATION OF PROPOSALS -
RESIDENTIAL REFUSE COLLECTION
FOR CITY OF NORTHFIELD
January 2, 2026 through December 31, 2030
Proposal Form**

Minimum Conditions for Vendors:

Proposer is able to meet all Minimum Collection Standards: _____ YES _____ NO

Number of licensed fleet vehicles meeting minimum standards: _____

Signature of Proposer: _____

Guaranteed Contract Pricing:

RATES AND PAYMENT.

The following shall be the maximum monthly rates for garbage and refuse collection per household unit **regardless of container size:**

Year	2026	2027	2028	2029	2030
Fee (per Household)					

The City shall collect the basic charges from residents and shall pay such compensation to Contractor on or before the 10th day of each month for the collection service billed during the preceding calendar month.

FUEL SURCHARGE (Option)

The City will be open to discussions on including a fuel surcharge option and inclusion in contract language. Fuel surcharge option must identify a base fuel price range and activation fuel costs points for fuel surcharge. In connection with a fuel surcharge, fuel cost savings should also be identified in the event of a decrease in fuel pricing. Additionally, contractor should identify efforts made to reduce fuel consumption, formula for identifying base fuel price range and activation costs.

**SOLICITATION OF PROPOSALS -
RESIDENTIAL REFUSE COLLECTION
FOR CITY OF NORTHFIELD
January 2, 2026 through December 31, 2030**

Proposal Form

Fuel Surcharge Continued:

EXTRA ITEM PRICING

Provided that a household resident makes special arrangements with the Contractor, the Contractor shall collect and dispose of large items commonly known as white goods, including but not limited to refrigerators, stoves, dishwashers, washers, dryers and mattresses. The costs for these services are outlined in the table below. Costs for extra items may be adjusted from time to time with approval of the City. These costs will also be charged on regular collection days, and will be collected directly by the Contractor.

Item	Charge	Item	Charge
Air Conditioner	\$	Freezer	\$
Brush (per bundle)	\$	Mattress/Box Spring	\$
Car tire	\$	Microwave Oven	\$
Dishwasher	\$	Refrigerator	\$
Dryer	\$	Stove	\$

Cost for Disposal of Electronics: _____

**SOLICITATION OF PROPOSALS -
RESIDENTIAL REFUSE COLLECTION
FOR CITY OF NORTHFIELD
January 2, 2026 through December 31, 2030
Proposal Form**

YARD WASTE COLLECTION

The contractor shall provide a collection service option for the collection of grass clippings, branches and leaves available to residents at an additional fee. The program shall items identified in 3(e) above. The cost for this service shall be on a per bag charge.

Year	2026	2027	2028	2029	2030
Fee Yard Waste (per Household)					

Per Bag Costs for Yard Waste Collection; \$_____

ADDITIONAL ITEMS FOR PROPOSAL

- Required - Statement of Contractor qualifications, including at least three references (contact names and phone numbers) of other municipal clients in the Twin Cities metropolitan region receiving similar services.
- Required - List of Principal Officers' names, addresses and contact numbers (telephone, e-mail, fax).
- Required - Statement as to any litigation in the past five years within the State of Minnesota and the current status of that litigation.
- Additional programs the contractor will employ to focus on waste reduction, improved recycling, or resident education. These additional services should focus on improving customer service and resident relationships.

Additional pages may be added. No proposal may be withdrawn for a period of 45 days after the proposals are due.

**SOLICITATION OF PROPOSALS -
RESIDENTIAL REFUSE COLLECTION
FOR CITY OF NORTHFIELD
January 2, 2026 through December 31, 2030**

AFFIDAVIT AND INFORMATION REQUIRED OF PROPOSALS

Affidavit of Non-Collusion

I hereby swear or affirm under the penalty for perjury:

1. That I am the proposer (if the proposer is an individual), a partner in the proposer (if the proposer is a partnership), or an officer or employee of the proposer having authority to sign on the proposers behalf (if the proposer is a corporation, limited liability company, or other entity);
2. That the attached proposal or proposals have been arrived at by the proposer independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the solicitation of proposal;
3. That the contents of the proposal or proposals have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety of any bond furnished with the proposal; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed _____
Printed Name _____
Firm Name _____

Subscribed and sworn to before me this _____ day of _____, 2025.

Notary Public
My Commission Expires _____.

Proposer's employer identification number: _____

CONTRACT FOR ORGANIZED COLLECTION OF RESIDENTIAL GARBAGE AND REFUSE

This Contract ("Contract"), made this _____ day of _____, 2025, by and between the CITY OF NORTHFIELD, MINNESOTA, a Minnesota municipal corporation 801 Washington Street, Northfield, MN 55057 (the "City"), and [name of service provider], a [insert type of entity - corporation, limited liability company, etc.] under the laws of the State of [insert state of registration/incorporation], [insert address] (the "Contractor"); (collectively the "Parties").

WHEREAS, the City requires organized collection of garbage, refuse, recyclables, and yard waste services for most residential properties in the City; and

WHEREAS, the Contractor agrees to provide the services defined herein as required by the City.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. SCOPE OF SERVICES.

- a. The Contractor does hereby agree to perform collection of garbage, refuse, recyclables, and yard waste services in the City and to provide all labor, equipment and materials required in connection therewith in accordance with this Contract and the City's request for proposals ("RFP") covering the same, dated September 25, 2025, prepared by David E. Bennett P.E., the Public Works Director/City Engineer, which is on file with the City Clerk (collectively the "services"). This Contract consists of the following component parts, all of which are fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached, to-wit:
 - i. This Contract;
 - ii. Aforesaid City RFP; and
 - iii. Contractor's Proposal dated _____, 2025.
- b. In the event that any of the provisions in any of the above component parts of this Contract conflict with any provisions in any of the other component parts, the provisions in this Contract shall govern over any other component part.
- c. This Contract shall be limited to the services defined herein and shall not grant to Contractor any other special rights or privileges concerning collection of garbage, refuse, recyclables, and yard waste within the City.

2. STANDARDS FOR COLLECTION.

- a. Contractor shall collect all garbage, refuse, recyclables, and yard waste as defined in the

Code of Ordinances of the City, provided that it is put out for collection in containers and in a manner that meets the standards prescribed by the City. Carted and Bagged yard waste shall be hauled if it is placed in compostable bags and put at curbside. If garbage, refuse, recyclables, and yard waste is put out for collection in a manner not consistent with the standards prescribed by the City, Contractor shall not be obligated to collect such items but shall inform the household resident of the proper method of putting such items out for collection.

- b. Curbside recycling collection shall takes place bi-weekly on the same day and during the same hours as collection of garbage and refuse. Yard Waste shall be collected weekly on Mondays. Rice County is responsible for the recycling program for all Rice County households and for providing compensation to the Contractor for recycling services. If the Contractor (under this Contract) is also the contractor for collection of recyclables under a contract with Rice County, then Collection service under this Contract shall be on the same day that recyclables are collected within the City of Northfield. If another contractor begins providing collection services for recyclables under a contract with Rice County, then the Contractor shall make available to that county contractor its route information to enable that contractor to collect recyclables on the same day refuse is collected. The current rate for Rice County is \$2.78/household and \$26/ton of mixed recycling. The City shall bill Dakota County residents for recycling services and pay such amounts to the Contractor. The City will pay the Contractor \$3.00/household for recycling over the Contract term. As a component of bi-weeekly recycling, the Contractor shall provide any resident that requests a larger cart (96 gal) for recycling vs. the standard 64 gal. cart.
- c. Garbage, refuse, recyclables, and yard waste collection related to any program under this Contract shall not include toxic or hazardous waste, or other materials prohibited by law, or considered unacceptable by the receiving disposal facility.
- d. Contractor shall haul all garbage and refuse collected in the City to the Rice County Sanitary Landfill, unless directed to haul to another Minnesota Pollution Control Agency (MPCA) approved landfill by the City Council. If the Rice County Landfill is unexpectedly closed from time to time because of weather conditions (such as excessive wind), the Contractor shall haul refuse to another MPCA-approved facility mutually agreeable to the Contractor and the City's Public Works Director. The City will pay directly to the landfill or disposal facility the disposal costs (tipping fee) for garbage and refuse collected under this contract. The Contractor may not co-mingle garbage and refuse collected under this Contract with garbage and refuse collected under any other contract or from any other customer(s) under a subscription service.

3. HOUSEHOLD DEFINED.

- a. Contractor shall collect garbage, refuse, recyclables and yard waste under the terms hereof and pursuant to City Code and applicable law from all households in the City. Household shall mean a single-family dwelling unit, including a house, apartment in a complex up to and including six (6) units, condominium, townhouse or other such unit, and including apartments up to and including six (6) units or other dwelling unit in a commercial or industrial building, unless the units are exempt from collection hereunder by resolution of

the City Council.

4. SPECIAL PROVISIONS FOR COLLECTION SERVICE.

- a. **Basic Service.** The basic service for collection of garbage and refuse shall be (1) twenty-gallon, (1) thirty-five (35) gallon, one (1) sixty-four (64) gallon container, or one (1) ninety-six (96) gallon container, at the option of the customer. The Contractor shall supply such containers for the collection of garbage, refuse, recyclables and yard waste to all households and shall replace all lost, stolen, damaged or defective containers at the Contractor's expense. All containers shall remain the property of the Contractor. The Contractor shall provide the City with a list of users for all four different container sizes for billing purposes on the first business day of each month.
- b. **Special Pick-up Arrangements.** Persons with physical disabilities, which prohibit the placement of garbage, refuse, recyclables, and yard waste containers curbside must be allowed to make special pick-up arrangements with the Contractor at no added cost to the customer, provided they have a signed statement of need from their physician.
- c. **Christmas Tree Collection.** In January of each year, the Contractor shall collect all Christmas trees set out at curbside for collection. Public relations and notification work and advertising related to this service shall be the responsibility of the Contractor. This public relations and notification work shall include providing the City with an advertisement by December 1st of each year explaining the Christmas Tree collection dates and process, and placing an advertisement in the Northfield News/KYMN Radio describing the collection process. The Contractor shall deliver the Christmas trees to the City of Northfield yard waste site, or a site that has been approved by the Minnesota Pollution Control Agency and the City. There shall be no charge for this service, by Contractor. For disposal of Christmas trees at the City of Northfield yard waste disposal site, which have been collected from residential customers covered by this Contract and from within the corporate limits of the City, there will be no charge to the Contractor.
- d. **Brush Collection.** Brush collection service must be provided by the Contractor when residents request this service by contacting the Contractor. This service must be provided all year. Brush is defined as hedge clippings, tree trimmings and branches. Limb size must be less than six (6) inches in circumference. The cost for this service shall be **\$\$\$** per bundle and will be billed to the customer directly for the service by the Contractor. All bundles shall be no more than 4 ft. long and 3 ft. in diameter and tied so that one person can easily handle it. The Contractor shall deliver the brush materials to the City of Northfield yard waste site or a site that has been approved by the Minnesota Pollution Control Agency and the City. For disposal of brush materials at the City of Northfield yard waste disposal site, which have been collected from residential customers covered by this Contract and from within the corporate limits of the City, there will be no charge to the Contractor.
- e. **Yard Waste Collection.** The contractor shall provide to all residents a grass clippings and leaves collection service option. The yard waste collection shall occur weekly on Mondays and shall run spring through fall approximate dates April 15 – November 30. The program shall consist of a 96 gallon yard waste card and up to 10-compostable bags collected

weekly.

- i. In addition to carted yard waste, the Contractor shall provide an on-call curbside service of collection of yard waste materials shall take place between April 15 and May 15 (spring collection) and October 1 and November 15 (fall collection) each year. The Contractor shall provide yard waste collection only when residents request this service by contacting the Contractor during the above dates. Yard waste bags shall be collected on Monday with the carted yard waste service. The cost for this service shall be on a per bag charge. The Contractor shall bill the customer directly for this charge or provide stickers at a retail outlet in the City for residents to purchase. The retailer may markup the cost from time to time.
 - ii. The Contractor shall deliver the yard waste materials to the City yard waste site or a site that has been approved by the Minnesota Pollution Control Agency and the City.
- f. **White Goods and Electronics Collection.** Provided that a household resident makes special arrangements with the Contractor, the Contractor shall collect and dispose of large items commonly known as white goods, including but not limited to refrigerators, stoves, dishwashers, washers, dryers and mattresses. With prior notice by the Homeowner, the Contractor shall also collect and dispose of electronics devices including computers, keyboards, copiers, scanners, printers, fax machines, televisions, console televisions, video players/recorders, video cassette players/recorders, and other similar devices. The Contractor shall bill and collect from the householder directly. The costs for these services are outlined in the tables, below. These prices may be modified from time to time with City approval. These charges will also be charges on “Spring Clean-up Days.” Described in sub paragraph h, below.

White Goods			
Item	Charge	Item	Charge
Air Conditioner	\$	Freezer	\$
Brush (per bundle)	\$	Mattress/Box Spring	\$
Car Tire	\$	Microwave Oven	\$
Dishwasher	\$	Refrigerator	\$
Dryer	\$	Stove	\$
Washer	\$		

Electronics	
Price Per Item	\$
Bulk (Price per Pound)	\$

- g. **Additional Collection of Large and Bulky Items (Spring Clean-up Days) and Reuse.** The Contractor shall provide an additional collection service for large and bulky items on two consecutive Saturdays in the spring (May) of each year on dates to be determined mutually by the City and the Contractor for the collection of trash, electronic, appliances,

and other non-hazardous items from City residents at the City Street Maintenance Facility at 1710 Riverview Drive. The Contractor shall provide the equipment and the labor for the collection. The City shall pay all disposal costs generated by the collection, including any landfill tipping fees. The Contractor shall provide staffing for this service and the City will also provide some staffing for this service and will verify City of Northfield residence for participants. Residents shall be charged a fee for the drop off and disposal of white goods, as identified above, in item f herein above.

- i. In addition, the Contractor shall contract with a reuse vendor to be at the spring cleanup days to identify and collect items that could be repurposed and diverted from the landfill.
- ii. Public relations and notification work and advertising related to this event shall be the responsibility of the Contractor. This public relations and notification work shall include providing the City with an advertisement three weeks prior to the event each year explaining the Spring Clean-up Days dates and process, and placing an advertisement in the Northfield News and KYMN Radio describing the collection process.
- iii. The Contractor shall provide roll-off drop-off containers for recycling materials. These roll-off drop-off containers are currently located at Family Fare and Cub Foods. Recycling material shall be delivered to Rice County Landfill.

5. SERVICE SCHEDULE.

- a. Contractor shall collect garbage, refuse, recyclables, and yard waste from each household in accordance with a schedule established by Contractor subject to approval of the City. The Contractor shall divide the City into five collection routes of approximately equal size and shall service each route once each week. All household collection services shall be conducted between the hours of 7:00 A.M. and 6:00 P.M., Monday through Saturday. Household collection shall not be done on Sundays or on New Year's Day, Memorial Day, Juneteenth, the 4th of July, Labor Day, Thanksgiving Day or Christmas Day.

6. COLLECTION EQUIPMENT.

- a. The Contractor shall make all collection of garbage, refuse, recyclables, and yard waste in water-tight metal or plastic receptacles or vehicles with closed tops so constructed that their contents will not leak, spill, or scatter therefrom. Should any garbage, refuse, recyclables, and yard waste be dumped or spilled in collection or transporting, it shall be immediately cleaned up at Contractor's expense. A broom and shovel in good useable condition shall be placed and maintained on each vehicle for this purpose. Receptacles and vehicles shall be kept clean and as free from all offensive odors as possible and shall not be allowed to stand in any street, alley or other place longer than is reasonably necessary to collect garbage, refuse, recyclables, and yard waste.
- b. The Contractor shall not collect garbage, refuse, recyclables, and yard waste without a license to do so. Licenses shall be applied for and issued pursuant to the City of Northfield Ordinance Section 62-66 and Rice County Waste Management Ordinance Section 606.

- c. All vehicles shall be properly licensed, painted and marked uniformly and shall have the Contractor's name and telephone number prominently displayed in letters of a contrasting color, at least three (3) inches high, on each side of the vehicle.
- d. The Contractor shall supply provide all equipment and vehicles to perform the services under this Contract. The Contractor shall keep all equipment and vehicles used in the performance of the services provided under this Contract in good operating condition and in a clean, sanitary condition. All equipment and vehicles shall meet all federal, state, county and municipal regulations concerning vehicles used on public roads.
- e. The Contractor shall furnish the City with a written description of all vehicles and equipment to be used within the City and in the performance of all services under this Contract. Each collection vehicle shall be equipped with standard warning flashers, warning alarms to indicate movement in reverse, fire extinguishers and signs on the rear of vehicle stating "This Vehicle Makes Frequent Stops"

7. COLLECTION OPERATIONS.

- a. The Contractor shall provide sufficient vehicles, equipment and personnel to ensure efficient performance of this Contract to the satisfaction of the City during the established hours of operation during the term hereof.
- b. Contractor's employees shall handle all containers with reasonable care to avoid damage, replace the containers in an upright position on the boulevard adjoining the curb, and dispose of any contents which may be spilled in a workmanlike manner.
- c. The Contractor shall instruct all employees that they shall not operate any equipment in reverse unless reverse operation is necessary for safe entrance to or egress from a driveway. A full-time superintendent of collections shall be employed by the Contractor, and shall be the representative of the Contractor. The superintendent shall be on the job within the City during normal hours of collection operations and shall maintain proper schedules for collection. The superintendent shall have supervisory duties, which shall include servicing of complaints.
- d. The Contractor shall establish and maintain, an office with continuous supervision, for accepting complaints and resident calls. City residents shall not be expected to make long distance calls for services or to register complaints. The office shall be in service between the hours of 8:00 A.M. and 4:30 P.M. Monday through Friday, except legal holidays. The address and telephone number of such office and any changes shall be given to the City in writing and will be posted on the City's website.
- e. Whenever the City or a resident notifies the Contractor of a location, which has not received scheduled service, the Contractor shall provide service to such location no later than the following working day from the time of complaint. A record of all complaints and action taken thereon shall be kept by the Contractor and reported monthly to the City. All

complaints shall be answered by the Contractor courteously and promptly.

- f. The Contractor shall comply with Ordinances of the City and the laws and regulations of Rice County, Dakota County, the State of Minnesota and its agencies relating to sanitation and collection of garbage, refuse, recyclables, and yard waste.
- g. The Contractor shall provide and maintain as may be necessary all sanitary and safety accommodations for the use and protection of its employees to provide for their health, safety and welfare and comply with federal, state and local codes and regulations, as well as those of other bodies and tribunals having jurisdiction.
- h. The Contractor shall keep complete and accurate records in accordance with generally accepted accounting practices.
- i. Contractor shall provide such information as the City Administrator or his/her representative shall request from time to time regarding Contractor's actual costs incurred in performance of this Contract, including labor, equipment, fuel, insurance, administrative costs, tipping fees and other costs.
- j. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services. The Contractor shall take all necessary precautions and protections to prevent damage, injury or loss to all employees and other persons who may be affected thereby, and other property, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.
- k. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor shall remedy, at Contractor's expense, all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

8. TERM AND TERMINATION.

- a. **Term.** This Contract shall remain in force and effect for a period of five years commencing January 2, 2026 and ending December 31, 2030, unless otherwise terminated sooner as provided herein (the "term"). The City and the Contractor may agree to extend the term of this Contract beyond the original termination date, upon such terms and conditions as the Parties shall mutually agree in writing, subject to the requirements of Minnesota law.
- b. **Termination.** Notwithstanding anything to the contrary herein, this Contract may be terminated under any of the following circumstances:
 - i. By either Party for any reason or for convenience by either Party upon one hundred twenty (120) days written notice.

- ii. By the City upon thirty (30) days written notice to Contractor if the legality of this Contract under Minnesota Statutes is challenged in a formal lawsuit.

In the event of termination pursuant to this paragraph, the City shall be obligated to Contractor for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination.

- c. **Default.** Notwithstanding any other provision of this Contract, if in the City's judgment Contractor: 1) fails to perform any of the provisions of this Contract; 2) causes an immediate hazard or threat to public health or safety; or 3) fails to administer the services provided herein in such a manner as to endanger the performance of this Contract, this shall constitute an event of default. Unless Contractor's default is excused by the City within 7 days of written notice by the City to Contractor of default, the City may immediately cancel this Contract or exercise any other rights or remedies available to the City under this Contract or law.

9. RATES AND PAYMENT.

- a. The following shall be the maximum monthly rates for garbage and refuse collection per household unit:

Collection Fee Per Month Per Household					
Year	2026	2027	2028	2029	2030
Refuse	\$	\$	\$	\$	\$

- b. The City shall collect the basic charges from residents and shall pay such compensation to Contractor on or before the 10th day of each month for the collection service billed during the preceding calendar month.

10. FUEL SURCHARGE.

- a. The fuel surcharge shall be calculated as follows:

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11. INDEMNIFICATION AND HOLD HARMLESS.

- a. The Contractor agrees to indemnify, protect, save, insure and hold harmless the City, its agents, officers and employees from and against any and all claims, causes of action, liabilities, losses, damages, costs, expenses including reasonable attorneys' fees, suits, demands and judgments of any nature, because of bodily injury to, or death of, any person or persons and/or because of damages to property of the Contractor or others, including loss of use from any cause whatsoever, which may be asserted against the City on account of any act or omission, including negligence, of the Contractor, or the Contractor's

employees or agents in connection with the Contractor's performance of this Contract or any renewal hereof. The Contractor agrees to defend any action brought against the City on any such matters, and to pay and satisfy any judgment entered thereon together with all costs and expenses incurred in connection therewith.

- b. The indemnification provisions of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- c. Contractor agrees, that in order to protect itself and the City under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force policies of insurances indicated in paragraph entitled, "Insurance." Nothing in this Contract shall be construed to waive any immunities or limitations to which the City is entitled under Minn. Stat. Chapter 466 or otherwise.

12. INSURANCE

- a. The Contractor shall not commence services or work under this Contract until Contractor has obtained all insurance required herein and such insurance amounts specified herein have been verified by the City, nor shall Contractor allow any subcontractor to commence services or work on a subcontract until such subcontractor has obtained like insurance covering as to worker's compensation, liability, and automobile insurance. All such insurance coverage shall be maintained at all times while this Contract is in effect.
- b. The Contractor agrees to procure and maintain, at Contractor's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as otherwise required by law, whichever is greater (coverages under umbrella or excess policies may be combined with primary policies to meet the below stated insurance coverage requirements):

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 bodily injury by accident \$500,000 bodily injury by disease aggregate \$500,000 bodily injury by disease per employee
Commercial General Liability	\$2,000,000 property damage and bodily injury per occurrence \$4,000,000 annual aggregate \$2,000,000 annual aggregate Products – Completed Operations

Automobile Liability

\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include coverage for all owned, hired and non-owned vehicles

Umbrella or Excess Liability

\$ _____ *[or insert*
Meets minimum requirements above
without umbrella or excess liability
policy/

- c. Except as provided below, Contractor's Workers' Compensation insurance must provide coverage for all its employees. If Minnesota Statutes, section 176.041 exempts Contractor from Workers' Compensation insurance, or if Contractor has no employees in the City, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If at any time while this Contract is in effect Contractor ceases to be exempt from the requirement to maintain Workers' Compensation coverage, Contractor must comply with the Workers' Compensation insurance requirements herein and provide the City with a certificate of insurance documenting such coverage.
- d. Contractor's Commercial General Liability ("CGL") and business automobile liability insurance coverages shall insure Contractor against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by Contractor or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Ongoing and Completed Operations Liability. The required automobile liability coverage must include coverage for "any auto," which shall include all refuse hauling vehicles and equipment to provide the services hereunder and extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or as otherwise required by law. The City shall have additional insured status and be listed by name on an endorsement attached to such policy(ies) for the services provided under the contract and shall provide that Contractor's coverage shall be primary and noncontributory in the event of a loss.
- e. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to the City by Contractor and are attached hereto and incorporated herein by reference as Exhibit 1.
- f. Any insurance limits in excess of the minimum limits specified herein above shall be available to the City in the event of claims.

- g. Contractor's insurance policies and certificate(s) shall not be cancelled without at least Thirty (30) days' advance written notice to the City or Ten (10) days' prior written notice to the City for nonpayment of premium.
- h. Contractor's policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under the contract.
- i. Contractor is responsible for payment of contract related insurance premiums and deductibles. If Contractor is self-insured, a Certificate of Self-Insurance must be attached to the contract. Any program of self-insurance shall be subject to the City's approval, which shall not be unreasonably withheld, conditioned or delayed.
- j. Contractor shall ensure that all subcontractors comply with the insurance provisions contained in the contract and such insurance is maintained as specified.
- k. Contractor's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance and technology errors and omissions insurance, if applicable.
- l. All policies listed above (except professional liability insurance or other coverage not reasonably available on an occurrence basis, if required in the contract), shall be written on a per "occurrence" basis ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.
- m. Contractor shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by the City.
- n. The City reserves the right to immediately terminate this Contract if Contractor is not in compliance with the insurance requirements contained in this Contract and retains all rights to pursue any legal remedies against Contractor.

13. PERFORMANCE BOND.

- a. Contractor shall furnish a performance bond in the amount of \$100,000.00 dollars conditioned upon Contractor's faithful performance of the services/work specified herein.
- b. Failure of the Contractor to perform this Contract which endangers the health, safety, or welfare of the residents of the City shall be just cause for immediate termination of this Contract by the City, and the surety on Contractor's performance bond shall be bound by the terms of such bond to obtain and provide garbage, refuse, recyclables, and yard waste collection and disposal services as contemplated by this Contract until another contract can be let and executed according to law. Determination that such conditions exist shall be within the discretion of the City Council of the City. The performance bond provided to the City shall be in a form acceptable to the City and be provided by a surety licensed in

Minnesota.

14. GENERAL TERMS.

- a. **Voluntary and Knowing Action.** The Parties, by executing this Contract, state that they have carefully read this Contract and understand fully the contents thereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- b. **Authorized Signatories.** The Parties each represent and warrant to the other that; (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it. Each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- c. **Notices.** All notices and other communications required or permitted under this Contract shall be in writing, and hand delivered or sent by registered or certified mail, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either Party shall have notified the other Party. The Parties' representatives for notification for all purposes are:

If to City of Northfield:

David E. Bennett, P.E.
Public Works Director/City Engineer
801 Washington Street
Northfield, MN 55057

Ben Martig, City Administrator
801 Washington Street
Northfield, MN 55057

If to Contractor:

Name _____, Title _____
Company _____
Address _____

- d. **Dispute Resolution.** City and Contractor agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.
- e. **Independent Contractor Status.** Contractor, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of City for any purpose. No

statement contained in this Contract shall be construed so as to find Contractor to be an employee of City, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. Contractor acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor, and that it is Contractor's sole obligation to comply with the applicable provisions of all Federal and State tax laws. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. Contractor is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

- f. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by City to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on City's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract and the services. If any deliverable is not acceptable, City will notify Contractor specifying reasons in reasonable detail, and Contractor will, at no additional cost, conform the deliverable to stated requirements of this Contract and the services.
- g. **Permits/Licenses.** Contractor shall obtain and pay for all permits and licenses necessary and ordinary for the services required herein, shall comply with all lawful requirements applicable to the services, and shall give and maintain any and all notices required by applicable law pertaining to the services.
- h. **Taxes.** Contractor shall pay any applicable state sales taxes applicable to the services provided herein.
- i. **Subcontracting.** Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of City. Contractor shall be responsible for the performance of all subcontractors and/or sub-consultants.
- j. **Assignment.** This Contract shall be binding upon the parties hereto, their successors and assigns. This Contract may not be assigned by either Party without the written consent of the other Party.
- k. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and Contractor.
- l. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, Contractor agrees that City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt,

and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Contract. Contractor agrees to maintain these records for a period of six years from the date of termination of this Contract.

- m. **Force Majeure.** The Parties shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the party affected by force majeure shall give written notice with explanation to the other party immediately.
- n. **Compliance with Laws.** Contractor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible.
- o. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- p. **Interest by City Officials.** No elected official, officer, or employee of City shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- q. **Governing Law.** This Contract shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
- r. **Data Practices.** The Parties acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- s. **Cybersecurity Incident Reporting.** Contractor acknowledges that Contractor by virtue of this Contract is subject to the requirements of Minn. Stat. § 16E.36 for reporting cybersecurity incidents impacting the City.
- t. **No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- u. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable

provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.

- v. **Entire Contract.** These terms and conditions constitute the entire Contract between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- w. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- x. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of City and Contractor arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the Parties have hereunto executed this document the day and year first above written.

CONTRACTOR:

[Insert NAME] _____

By: _____
(Signature)

Date: _____

Title: _____

Print Name: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public within and for said County, personally appeared _____ and _____, to me personally known, who, being by me each duly sworn, did say that they are respectively the _____ and the _____ of _____, the _____ **[corporation, limited liability company, etc.]** named in the foregoing instrument, and that said instrument was signed on behalf of said _____ **[corporation, limited liability company, etc.]** and said _____ and _____ acknowledged the said instrument to be the duly authorized, free act and deed of said _____ **[corporation, limited liability company, etc.]**.

Notary Public

CITY OF NORTHFIELD, MINNESOTA

By: _____
Erica Zweifel, Its Mayor

Date: _____

By: _____
Lynette Peterson, Its City Clerk

Date: _____



Addendum 1

October 7, 2025

**SOLICITATION OF PROPOSALS -
RESIDENTIAL REFUSE COLLECTION
FOR CITY OF NORTHFIELD
January 1, 2026 through December 31, 2030**

Northfield Residential Refuse Collection Addendum No. 1

Delete Section 3.E of the RFP and Replace with the Following.

3. SPECIAL PROVISIONS FOR COLLECTION SERVICE.

e. Yard Waste Collection.

For an additional fee, the Contractor shall provide to all residents a grass clippings and leaves collection service option. The yard waste collection shall occur weekly on Mondays and shall run spring through fall approximate dates April 15 – November 30. The City currently has 650 yard waste accounts. The program shall include:

- 96 Gallon Yard Waste Cart and up to 10-compostable bags to be collected weekly.
- The use of paper compostable bags. (Bags are responsibility of the customer to purchase)
- The Contractor shall deliver the yard waste materials to the City of Northfield yard waste site 1801 Armstrong Road, or a site that has been approved by the Minnesota Pollution Control Agency and the City.
- In addition to residents signed up for weekly carted yard waste, the Contractor shall provide an on-call curbside service of collection of yard waste materials shall take place between April 15 and May 15 (spring collection) and October 1 and November 15 (fall collection) each year.
- The Contractor shall provide yard waste collection only when residents request this service by contacting the Contractor during the above dates. Yard waste bags shall be collected on Monday with the carted yard waste service.
- On-Call curbside yard waste service: The cost for this service shall be on a per bag charge. The Contractor shall bill the customer directly for this charge or provide stickers at a retail outlet in the City for residents to purchase. The retailer may mark up the cost from time to time.

Delete Yard Waste Proposal Form and Replace with the Following Form

Proposal Form

YARD WASTE COLLECTION

The contractor shall provide a collection service option for the collection of grass clippings, branches and leaves available to residents at an additional fee (April 15 – November 30). The program shall items identified in 3(e) above. The cost for this service shall be on a per bag charge.

Year	2026	2027	2028	2029	2030
Fee Carted 96-Gal Yard Waste Service (with 10 additional bag picked per week) (per Household)					

For Residents not signed up for weekly carted yard waste. Pricing for customer per bag if arranged with hauler (April 15 and May 15 (spring collection) and October 1 and November 15 (fall collection) :

Year	2026	2027	2028	2029	2030
Fee per compostable bag for Yard Waste Collection					

EXHIBIT 3

DICK'S SANITATION SERVICE, INC. PROPOSAL

Solicitation of Proposals-Residential Refuse Collection for City of Northfield



Prepared for:
City of Northfield
801 Washington St
Northfield, MN 55057

Prepared by:
Dick's Sanitation



October 16, 2025

David E. Bennett, P.E.
Director of Public Works/City Engineer
801 Washington St.
Northfield, MN 55057

Dear Mr. Bennett,

Subject: Residential Refuse Organized Collection Proposal

We are grateful for the opportunity to submit our proposal for providing trash, recycling & yard waste services to the City of Northfield.

Dick's Sanitation is a leader in the environmental services industry with almost 60 years of experience providing waste & recycling service in the metro area. The trucks servicing Northfield are fueled by Compressed Natural Gas (CNG), reducing emissions with lower levels of Carbon Dioxide (CO₂), Nitrogen Oxides (NO_x), and Particulate Matter (PM) and significantly quieter which is highly beneficial for residents in the city of Northfield.

The City of Northfield depends on a company to collect refuse safely, efficiently on time, and with minimal service interruptions. With the help of our state-of-the-art technology and software, our DSI App and our GPS tracking program along with our 360-degree cameras connect with our local Customer Service Center. This ensures unparalleled accountability and responsiveness to the residents. This integration allows us to provide real-time updates and proactive service adjustments along with transparency to the city.

Enclosed in our response, you will find a detailed outline of our services, and the significant value Dick's Sanitation proposes to bring to the City of Northfield. Our track record of reliability and quality service in other locations stands as a testament to our dedication and operational excellence. We have also added a secondary response of processing waste to assist the city of Northfield to achieve their zero landfill waste goals by 2030.

Dick's Sanitation submits this response not as an offer but as a proposal and subject to the negotiation of mutually agreeable contractual terms and conditions that may differ from those presented in the request for proposal.

Thank you for considering our proposal.

Sincerely,

Megan Thomson
Municipal Manager
612-357-8363



Qualifications

DSI has been providing quality trash, recycling, and yard waste services in the Metropolitan area for almost 60 years. We have been in business since 1966 and located in Lakeville, Minnesota.

We provide quality solid waste and recycling services to over 70,000 customers throughout the Metro area, including five city contracts: Dundas, Farmington, Lonsdale, Northfield and Shakopee. This equates to over 18,500 services provided on average each weekday. Our compressed natural gas trucks are equipped with electronic tablets to provide service transparency and Lytx cameras to ensure safety is the first priority for everyone both within and outside of our organization. Our Recycle Minnesota and Transfer facility manages over 400 daily in and out bound loads of large collection or semi-trucks. Both make our organization the best fit given our breath of experience and knowledge.

We maintain a fleet of 100 collection trucks, and within that collection we have 71 compressed natural gas trucks and employ over 80 drivers and office staff. We follow and comply with all insurance, financial, safety and environmental laws and regulations set forth by the city, state, and federal regulations.

We have not had any litigations in the past 5 years within the State of Minnesota.

DSI has proudly served the City of Northfield for 13 years, building a long-term partnership rooted in trust, reliability, and environmental responsibility. Our track record demonstrates that we are more than a service provider, we are a partner invested in the City's success and sustainability goals.

Since assuming service, we have achieved measurable reductions in the amount of waste disposed of compared to neighboring cities. Based upon our data the City of Northfield is averaging 25 pounds per home and other contracted cities are at 37 pounds per home. Through effective recycling programs, community education, and operational efficiency, landfill tonnage has steadily declined. This outcome highlights our ability to deliver meaningful results and position the City as a leader in waste diversion and recycling.

As a sustainability-focused company, we have helped the City of Northfield advance its environmental objectives through increased diversion & reduced landfill use. Our Fleet includes compressed natural gas (CNG) trucks, which significantly reduce emissions compared to diesel vehicles. These vehicles will continue to be exclusively used in Northfield.

The trucks servicing Northfield are fueled by Compressed Natural Gas (CNG), reducing emissions with lower levels of Carbon Dioxide (CO₂), Nitrogen Oxides (NO_x), and Particulate Matter (PM) and significantly quieter which is highly beneficial for residents in the City of Northfield.

One of our strengths is our ability to adapt and provide flexible solutions as City priorities shift. We have the capacity to modify routes, collection schedules, and service offerings as needed to ensure uninterrupted



service while aligning with the City's goals. This flexibility extends to future program changes, including waste reduction initiatives to reach the cities zero waste goals, recycling program enhancements, and sustainability-driven adjustments.

As an alternative proposal Dick's Sanitation is offering a secondary pricing scenario to the Red Wing processing campus. This option would have the trash transferred to the Red Wing Waste Campus to be processed to create electricity as opposed to being landfilled. This will assist the City in achieving their goal of zero landfill waste by 2030.

Tours of the Red Wing Waste Campus are available to interested parties throughout the duration of the contract.



Contractor Team Organization

Megan Thomson – Account Manager is your direct contact for this agreement. 8984 215th St W Lakeville, MN 55044 mthomson@dickssanitation.com 612-357-8663

Eric Dahlager – Operations Manager is responsible for safe, clean, and efficient service delivery. 8984 215th St W Lakeville, MN 55033 edahlager@dickssanitation.com 952-469-9803

Jeff Weast – Director of Sales is responsible for organic growth at DSI. 8984 215th St W Lakeville, MN 55044 jweast@dickssanitation.com 612-849-8875

Randy Triplett – District Manager is responsible for our campus in Lakeville that includes Dick's Sanitation and Recycle Minnesota and Transfer Facility. 8984 215th St W Lakeville, MN 55044 763-398-1824. randyt@wcx.org

References

City of Dundas 100 Railway St N. Dundas, MN 55019 Jenelle Teppen 507-645-2852

City of Farmington 430 3rd St. Farmington, MN 55024 John Powell, PE 651-280-6841

City of Lonsdale 103 15th Ave SE Lonsdale, MN 55046 Joel Erickson 507-744-2327

City of Shakopee 485 Gorman St Shakopee, MN 55379 Bill Reynolds 952-233-9311



Additional Programs

DSI is committed to providing more than just core waste & recycling services. We offer a range of value-added programs to enhance community engagement & sustainability.

- **Recycling Education Trailer** - A mobile educational resource we bring to schools, community events, and public locations to teach residents of all ages about recycling best practices & sustainability.
- **In-Person Recycling Trainings** – Our staff provides hands-on recycling education for schools, businesses, and community groups.
- **Municipal & Parks Services** – We will provide waste and recycling collection services to all city municipal buildings and parks.
- **Support for Community Events** – We donate trash and recycling services to numerous local events & community groups yearly, ensuring clean, sustainable, and successful gathering for residents.
- **Local Customer Service** – Our customer service team is based in the local area, meaning residents will always be working with people familiar with the community. In addition, residents and city staff will have direct access to local representatives for quicker response, personalized support, and stronger relationships.
- **Community Recycling and Cardboard Collection** – DSI will provide roll-off drop-off containers for recycling materials to Family Fare and Cub Foods, the materials will be delivered by DSI to Rice County. DSI has split the rebate from the community recycling and cardboard collection with a Northfield Youth group and will continue to do so.
- **DSI App** – An app that residents can use to find current information. The resident simply enters their service address, and the app provides all information and current events regarding their service including service day reminders, holiday or weather delays, collection calendar, and recycling information.



Conclusion

DSI offers unmatched qualifications through experience, partnership, flexibility, and a forward-looking approach to sustainability. Our track record of lowering waste disposal tonnage and increasing recycling participation clearly demonstrates our value to the City. We are confident in our ability to continue serving the City of Northfield with reliable and innovative trash and recycling services, and we look forward to building upon our long-term partnership. We have been a proven partner for over 13 years and value the partnership. DSI is willing to negotiate any and all competitor proposals to continue our partnership.

**SOLICITATION OF PROPOSALS -
RESIDENTIAL REFUSE COLLECTION
FOR CITY OF NORTHFIELD
January 2, 2026 through December 31, 2030
Proposal Form**

TO: David E. Bennett, P.E.
Director of Public Works/City Engineer
801 Washington Street
Northfield, MN 55057

Dear Sir:

1. The following proposal is made for the organized collection of residential refuse in and for the City of Northfield from January 2, 2026 through December 31, 2030. The Proposal Documents include the Solicitation of Proposals, Notice to Proposers, Proposal Form, Affidavit and Information Required of the Proposers, and any other documents issued by the City of Northfield in connection with the proposal process, all of which are the basis for this proposal.
2. The undersigned certifies that the Proposal Documents have been carefully examined and understood by the proposer, and that at no time will any misunderstanding of the Proposal Documents be pleaded.
3. The undersigned understands that the right is reserved by the City to reject any or all Proposals, to waive technical irregularities, and to award the contract in the best interests of the City, and understands further that price will not be the sole consideration in determining the selected Contractor and the best interests of the City.
4. The proposer is a [circle one] sole proprietor corporation/partnership/limited liability company/other: _____.
5. If the proposer is a corporation or limited liability company, the state of incorporation/registration is: Minnesota
6. If the proposer is a partnership, the full names and addresses of all partners are: _____

**SOLICITATION OF PROPOSALS -
RESIDENTIAL REFUSE COLLECTION
FOR CITY OF NORTHFIELD
January 2, 2026 through December 31, 2030
Proposal Form**

Minimum Conditions for Vendors:

Proposer is able to meet all Minimum Collection Standards: X YES _____ NO

Number of licensed fleet vehicles meeting minimum standards: 90

Signature of Proposer: Jerry A. West

Guaranteed Contract Pricing:

RATES AND PAYMENT.

The following shall be the maximum monthly rates for garbage and refuse collection per household unit **regardless of container size**:

Year	2026	2027	2028	2029	2030
Fee (per Household)	\$6.80	\$7.00	\$7.21	\$7.43	\$7.65

*****Hauling to Rice County Landfill Scenario*****

The City shall collect the basic charges from residents and shall pay such compensation to Contractor on or before the 10th day of each month for the collection service billed during the preceding calendar month.

FUEL SURCHARGE (Option)

The City will be open to discussions on including a fuel surcharge option and inclusion in contract language. Fuel surcharge option must identify a base fuel price range and activation fuel costs points for fuel surcharge. In connection with a fuel surcharge, fuel cost savings should also be identified in the event of a decrease in fuel pricing. Additionally, contractor should identify efforts made to reduce fuel consumption, formula for identifying base fuel price range and activation costs.

**SOLICITATION OF PROPOSALS -
RESIDENTIAL REFUSE COLLECTION
FOR CITY OF NORTHFIELD
January 2, 2026 through December 31, 2030
Proposal Form**

Minimum Conditions for Vendors:

Proposer is able to meet all Minimum Collection Standards: X YES _____ NO

Number of licensed fleet vehicles meeting minimum standards: 90

Signature of Proposer: Jeff A. West

Guaranteed Contract Pricing:

RATES AND PAYMENT.

The following shall be the maximum monthly rates for garbage and refuse collection per household unit regardless of container size:

Year	2026	2027	2028	2029	2030
Fee (per Household)	\$8.60	\$8.86	\$9.13	\$9.40	\$9.68

Hauling to Red Wing Waste Campus Scenario

Rice County provides a rebate for recycling tons collected each month to DSI. Rebate of \$13.00/per ton for tons collected in Northfield will be provided to the City of Northfield from DSI.

The City shall collect the basic charges from residents and shall pay such compensation to Contractor on or before the 10th day of each month for the collection service billed during the preceding calendar month.

FUEL SURCHARGE (Option)

The City will be open to discussions on including a fuel surcharge option and inclusion in contract language. Fuel surcharge option must identify a base fuel price range and activation fuel costs points for fuel surcharge. In connection with a fuel surcharge, fuel cost savings should also be identified in the event of a decrease in fuel pricing. Additionally, contractor should identify efforts

**SOLICITATION OF PROPOSALS -
RESIDENTIAL REFUSE COLLECTION
FOR CITY OF NORTFIELD
January 2, 2026 through December 31, 2030**

Proposal Form

Fuel Surcharge Continued:

Dick's Sanitation will not charge a fuel surcharge in the duration of the contract

EXTRA ITEM PRICING

Provided that a household resident makes special arrangements with the Contractor, the Contractor shall collect and dispose of large items commonly known as white goods, including but not limited to refrigerators, stoves, dishwashers, washers, dryers and mattresses. The costs for these services are outlined in the table below. Costs for extra items may be adjusted from time to time with approval of the City. These costs will also be charged on regular collection days, and will be collected directly by the Contractor.

Item	Charge	Item	Charge
Air Conditioner	\$25.00	Freezer	\$25.00
Brush (per bundle)	\$4.00	Mattress/Box Spring	\$35.00
Car tire	\$10.00	Microwave Oven	\$25.00
Dishwasher	\$25.00	Refrigerator	\$25.00
Dryer	\$25.00	Stove	\$25.00

Cost for Disposal of Electronics: \$40.00

Delete Yard Waste Proposal Form and Replace with the Following Form

Proposal Form

YARD WASTE COLLECTION

The contractor shall provide a collection service option for the collection of grass clippings, branches and leaves available to residents at an additional fee (April 15 – November 30). The program shall items identified in 3(e) above. The cost for this service shall be on a per bag charge.

Year	2026	2027	2028	2029	2030
Fee Carted 96-Gal Yard Waste Service (with 10 additional bag picked per week) (per Household)	\$100.00	\$103.00	\$106.09	\$109.27	\$112.55

For Residents not signed up for weekly carted yard waste. Pricing for customer per bag if arranged with hauler (April 15 and May 15 (spring collection) and October 1 and November 15 (fall collection) :

Year	2026	2027	2028	2029	2030
Fee per compostable bag for Yard Waste Collection	\$4.00	\$4.12	\$4.24	\$4.37	\$4.50

Yard Waste Bag Collection will be billed direct to resident from DSI

**SOLICITATION OF PROPOSALS -
RESIDENTIAL REFUSE COLLECTION
FOR CITY OF NORTHFIELD
January 2, 2026 through December 31, 2030**

AFFIDAVIT AND INFORMATION REQUIRED OF PROPOSALS

Affidavit of Non-Collusion

I hereby swear or affirm under the penalty for perjury:

1. That I am the proposer (if the proposer is an individual), a partner in the proposer (if the proposer is a partnership), or an officer or employee of the proposer having authority to sign on the proposers behalf (if the proposer is a corporation, limited liability company, or other entity);
2. That the attached proposal or proposals have been arrived at by the proposer independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the solicitation of proposal;
3. That the contents of the proposal or proposals have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety of any bond furnished with the proposal; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed _____

Printed Name _____

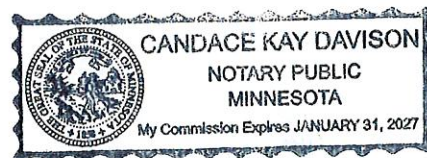
Firm Name _____

Subscribed and sworn to before me this 14th day of October, 2025.

Candace Kay Davison
Notary Public

My Commission Expires 1-31-2027.

Proposer's employer identification number: 5768920





October 1, 2025

Mayor Zweifel and Members of the Northfield City Council
City of Northfield
801 Washington St.
Northfield, MN 55057

Honorable Mayor Zweifel and Members of the Northfield City Council,

On behalf of the City of Red Wing, I am pleased to extend an invitation to the City of Northfield to learn more about our community's waste processing operations and how they may support your ambitious goal of achieving zero landfill by 2030.

Red Wing has long advocated for progressive waste management strategies that prioritize local solutions, reduce dependency on landfills, and recover valuable resources. Through our partnerships with the City of Farmington, DSI, Xcel Energy's Refuse Derived Fuel (RDF) Steam Plant and Olmsted County's Waste-to-Energy facility, the City of Red Wing reduced landfill use to just 5.1% of incoming waste in 2024 recovering over 2,000 tons of recyclables from the waste.

We would be honored to host Northfield staff and elected officials for a guided tour of our waste processing operations to see firsthand how Red Wing has developed a system that balances environmental responsibility, cost efficiency, and long-term sustainability. We believe that collaboration and shared learning between communities are critical to building a future where waste is managed as a resource rather than a burden.

We commend the City of Northfield for setting bold goals and invite you to explore how Red Wing's approach may serve as a model or partner in your efforts. Thank you for your leadership in advancing sustainable waste management practices. We look forward to the opportunity to work together in furthering our shared commitment to reducing landfill reliance and protecting the environment for future generations.

Sincerely,

Jeff Schneider | Deputy Director of Public Works

Solid Waste & Recycling Division
City of Red Wing | redwingmn.gov
Office: 651.385.3672

1873 Bench Street
Red Wing, MN 55066
Website: www.red-wing.org
Phone: 651.385.3658
Fax: 651.385.3670