

## **CONTRACT FOR COLLECTION OF RESIDENTIAL GARBAGE AND REFUSE**

This Contract ("Contract"), made this 18th day of December, 2012, by and between the CITY OF NORTHFIELD, MINNESOTA, a Minnesota municipal corporation (the "City"), and Dick's Sanitation Service, Inc., a Minnesota corporation (the "Contractor"), (collectively the "Parties").

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

WHEREAS, the Contractor agrees to provide said services required by the City according to the following terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter stated and for other good and valuable consideration, that the Parties agree as follows:

### **1. SCOPE OF SERVICES.**

The Contractor does hereby agree to perform collection of garbage, refuse, recyclables, organic food/wet waste, and yard waste services in the City and to provide all labor, equipment and materials required in connection therewith. Contractor's services shall be in accordance with the City's request for proposal (RFP) covering the same, dated August 3, 2012, prepared by Joseph L. Stapf, P.E., the City's Engineer, and which is on file with the City Clerk. 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:

- a. Aforesaid City RFP;
- b. Contractor's Proposal dated September 5, 2012, which is attached hereto as Exhibit 1 and incorporated herein by reference;
- c. As amended by an attachment to an email to Joseph L. Stapf, P.E. dated September 5, 2012, both of which are hereby attached as Exhibit 2, and;
- d. This Contract.

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.

This Contract shall be limited to collection of garbage, refuse, recyclables, organic food/wet waste, and yard waste from households as defined herein and shall not grant to Contractor any other special rights or privileges concerning collection of garbage, refuse, recyclables, organic food/wet waste, and yard waste within the City.

## 2. STANDARDS FOR COLLECTION.

Contractor shall collect all garbage, refuse, recyclables, organic food/wet waste, 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 meet the standards prescribed by the City. Bagged yard waste shall be hauled if it is placed in compostable bags and put at curbside. If garbage, refuse, recyclables, organic food/wet waste, 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.

It is the City's desire that residential curbside recycling collection takes place bi-weekly on the same day and during the same hours as collection of garbage, refuse, organic food/wet waste, and yard waste. 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 City shall bill Dakota County residents for recycling services and pay such amounts to the Contractor providing the curbside recycling service as established by City Council Resolution #94-64.

Garbage, refuse, recyclables, organic food/wet waste, 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.

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. Organic food/wet waste and yard waste collected under this contract shall be hauled to an approved facility mutually agreeable to the City and the Contractor.

## 3. HOUSEHOLD DEFINED.

Contractor shall collect garbage, refuse, organic food/wet waste, recyclables and yard waste under the terms hereof 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) 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. Should the City of Northfield by December 31, 2013 exercise the option to initiate the service for collection of organic food/wet waste (OFWW) and yard waste, the Contractor shall supply to each household one sixty-four (64) gallon container for that purpose. 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. All containers shall remain the property of the Contractor. The Contractor shall provide the City with a list of users for all three 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, organic food/wet waste, 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 work and advertising related to this service shall be the responsibility of the Contractor. This public relations work shall include providing the City with an advertisement by December 1<sup>st</sup> of each year explaining the Christmas Tree collection dates and process, and placing an advertisement in the Northfield News/Northfield Shopper 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 \$2.00 per bundle and will be billed to the customer directly for the service. 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.** Until or unless the City exercises the option to initiate organic food/wet waste (OFWW) and yard waste per the Contractor's Proposal dated September 6,

2012, and attached hereto as Exhibit 1, yard waste collection service shall be provided for the collection of grass clippings and leaves by the Contractor. Paper compostable bags for this purpose shall be provided by the Contractor. The point of sale within the City shall be at the EconoFoods Store located at 601 Division, Northfield MN. The Contractor shall be responsible for the sale of the bags and the cost of the bags shall be payment for the Contractor's collection services. Contractor shall notify the City in the event of a change in point of sale location. 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. For disposal of yard waste at the City of Northfield yard waste disposal site, which has 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. Collection of yard waste materials shall take place between April 1 and May 15 (spring collection) and October 1 and November 15 (fall collection) each year. The compostable bags shall be collected on the same day as garbage service is provided if set out at curbside by 7:00 A.M. the day of collection. Yard waste collection shall be provided by the Contractor only when residents request this service by contacting the Contractor during the above dates. The Contractor may also sell bags to other local retail outlets and in that event shall charge such outlets \$2.00 per bag, provided that an outlet may mark up the cost from time to time.

- f. **Organic Food/Wet Waste (OFWW).** At any time during the life of this Contract, and at a time mutually agreeable to the City and the Contractor, the City may exercise an option to initiate either a pilot program leading to city-wide full scale collection of OFWW, or full scale city-wide collection of OFWW without a pilot program. The OFWW shall include the collection of yard waste and OFWW in a single container as detailed in the Contractor's proposal dated September 6, 2012, Exhibit 1. In the event the City decides to implement this program the Contractor's pricing indicated in the table included in Paragraph 9, below shall apply. The Contractor agrees to hold this pricing offer valid through the life of the Contract, or a date beyond that which is mutually agreeable to the Parties.
- g. **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.

<b>White Goods</b>			
<b>Item</b>	<b>Charge</b>	<b>Item</b>	<b>Charge</b>
Air Conditioner	\$35.00	Freezer	\$35.00
Brush (per bundle)	\$2.00	Mattress/Box Spring	\$20.00
Car Tire	\$2.00	Microwave Oven	\$25.00
Dishwasher	\$25.00	Refrigerator	\$25.00
Dryer	\$25.00	Stove	\$25.00
Washer	\$25.00		

<b>Electronics</b>	
Price Per Item	\$25.00
Bulk (Price per Pound)	\$0.29

- h. **Additional Collection of Large and Bulky Items (Spring Clean-up Days).** 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, including any landfill tipping fees. The City will also provide staffing for this service and will verify City of Northfield residence for participants.

Public relations work and advertising related to this event shall be the responsibility of the Contractor. This public relations 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/Northfield Shopper describing the collection process.

## 5. SERVICE SCHEDULE.

Contractor shall collect garbage, refuse, recyclables, organic food/wet waste, 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, the 4th of July, Labor Day, Thanksgiving Day or Christmas Day.

## 6. COLLECTION EQUIPMENT.

The Contractor shall make all collection of garbage, refuse, recyclables, organic food/wet waste, 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. Vehicles used for collection shall be powered by Compressed Natural Gas (CNG), as described in the Contractor's proposal dated September 5, 2012, and attached as Exhibit 1. The use of alternate vehicles fueled by diesel will be permitted during regular, routine maintenance of the CNG vehicles. The use of non-CNG fueled vehicles shall be promptly reported to the

Public Works Director. Should any garbage, refuse, recyclables, organic food/wet waste, 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, organic food/wet waste, and yard waste. The Contractor shall not collect garbage, refuse, recyclables, organic food/wet waste, 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.

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.

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.

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.

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.

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.

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.

The Contractor shall establish and maintain, in a location approved by the City, 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.

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.

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

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.

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

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.

#### 8. TERM AND TERMINATION.

- a. **Term.** This Contract shall remain in force and effect for the period commencing January 1, 2013 and ending March 31, 2019, unless otherwise terminated sooner as provided herein. 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, 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:
  1. By either party for any reason or for convenience by either party upon one hundred twenty (120) days written notice.
  2. 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.**

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

<b>Collection Fee Per Month Per Household</b>							
<b>Year</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
Refuse	\$6.80	\$6.80	\$7.10	\$7.10	\$7.40	\$7.40	\$7.70
OF/WW	\$4.00	\$4.00	\$4.20	\$4.20	\$4.40	\$4.40	\$4.60
Alt. OFF/WW	\$5.20	\$5.20	\$5.45	\$5.45	\$5.65	\$5.65	\$5.90

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.**

There will be NO fuel surcharge paid by the City under the terms of this contract, as provided in the Contractor's proposal dated September 5, 2012, and attached as Exhibit 1.

11. **INDEMNIFICATION AND HOLD HARMLESS.**

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. 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. 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. **Worker's Compensation.** Contractor agrees to maintain at all times during the term of this Contract, at Contractor's expense, statutory worker's compensation.
- b. **Liability and Automobile.** Contractor agrees to maintain at all times during the term of this Contract, at Contractor's expense, commercial general liability and automobile insurance coverage insuring Contractor against claims for bodily injury, death or property damage arising out of Contractor's general business activities (including any automobile/vehicle use) with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04. The liability and automobile insurance policy(ies) shall provide coverage in the minimum amount of \$1,500,000 per occurrence and \$4,000,000 general aggregate.
- c. **Certificates.** The Contractor shall name the City as an additional insured on all such policies of insurance and shall provide the City with certificates of insurance for all such policies, which shall evidence continuous coverage. The Contractor's insurance policy(ies) and certificates shall not be cancelled or its conditions altered in any manner without Ten (10) days prior written notice to the City. Any lapse of required insurance coverage shall be cause for the City to immediately terminate this Contract. All policies evidencing insurance required by this paragraph shall insure the City and the Contractor by reasons of any act or omission, including negligence, of the Contractor or of the Contractor's employees or agents in connection with the performance of collection services, including claims arising out of the use of or operation of any vehicles used by the Contractor or the Contractor's employees or agents in performing collection or any other services under this Contract. The City reserves the right to rescind any agreement not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies.

## 13. PERFORMANCE BOND.

Contractor shall furnish a performance bond in the amount of \$100,000.00 dollars conditioned upon Contractor's faithful performance of the work specified herein. 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, organic food/wet waste, 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. **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. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation utilizing the Minnesota District Court Rule 114 Roster. Contractor and City agree to require an equivalent dispute resolution process governing all contractors, subcontractors, sub-consultants, suppliers, consultants, and fabricators concerned with the Project.
- d. **Notices.** The Parties' representatives for notification for all purposes are:

City of Northfield:

Joseph L. Stapf, P.E.  
Public Works Director/City Engineer  
801 Washington Street  
Northfield, MN 55057

Tim Madigan  
City Administrator  
801 Washington Street  
Northfield, MN 55057

Contractor:

David Domack  
Vice President Sales & Marketing  
Dick's Sanitation Service, Inc.  
8984 215<sup>th</sup> Street West  
Lakeville, MN 55044

Brett Anderson  
Vice President of Operations  
Dick's Sanitation Service, Inc.  
8984 215<sup>th</sup> Street West  
Lakeville, MN 55044

- 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 Project. 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 Project.
- 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. **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.
- t. **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.

- u. **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.
- v. **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.
- w. **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.

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

**CONTRACTOR:**  
**DICK'S SANITATION SERVICE, INC.**

By: Brett A. Anderson  
(Signature)  
Title: V.P. Operations  
Print Name: BRETT ANDERSON

Date: 12-18-12

By: David Domack  
(Signature)  
Title: V.P. Sales + Marketing  
Print Name: David Domack

Date: 12-18-12

**CITY:**  
**CITY OF NORTHFIELD, MINNESOTA**

By: Mary Rossing  
Mary Rossing, Its Mayor

Date: 12/18/12

By: Deb A. Little  
Deb Little, Its City Clerk

Date: 12/18/12

**EXHIBIT 1**

**DICK'S SANITATION, Inc. Proposal dated September 5, 2012**



September 5th, 2012

City of Northfield  
801 Washington Street  
Northfield, MN 55057

Dear Office of the City Engineer, Mayor and Members of the City Council,

Dick's Sanitation, Inc. would like to thank you for providing us this opportunity to propose the attached RFP for the City of Northfield.

DSI has been providing quality trash, recycling and yard waste services in the Metropolitan area for over 46 years.

We have been providing quality solid waste services to over 45,000 customers throughout the Metro area. These include two city contracts (Shakopee and Farmington) which we have been servicing for over ten years.

As a part of our commitment to your community, DSI will be utilizing new equipment as well as developing environmental initiatives to help save the environment. These are detailed in the RFP.

Thank you for considering DSI. Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "David Domack". The signature is fluid and cursive, with the first and last names clearly legible.

David Domack  
VP Sales & Marketing  
Dick's Sanitation, Inc.  
952-469-9870 david@dickssanitation.com

# INDEX



<u>Description of Information</u>	<u>Section</u>
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Equipment Specifications (Trucks and Carts).....	Equipment
Organics Food/Wet Waste collection (Options 1 & 2).....	OFWW
References, Statement of qualifications, List of Officers..	References
Additional Programs (Reduction, recycling and education) and Customer Service Program	Education
Public Outreach/Public Education Campaign.....	Outreach
Service Plan of Transition timeline.....	Timeline
Proposal Summary.....	Summary



### **Service Specifications and Rates:**

Attached in this section - you will find the service levels and rates as detailed in the RFP. DSI agrees to comply with all terms and conditions as detailed in the RFP (pages 1 thru 10).

This section includes:

1. Solicitation Proposal Forms
2. Proposal Rates for 3 options for years 2013 thru 2019
3. Fuel surcharge formula and explanation of rate adjustments
4. Extra item pricing
5. Yard waste collection fees




**SOLICITATION OF PROPOSALS -  
RESIDENTIAL REFUSE COLLECTION  
FOR CITY OF NORTHFIELD  
January 1, 2013 through March 31, 2019  
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: 3 Vehicles

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	2013	2014	2015	2016	2017	2018	2019
Fee (per Household)	\$ 6.80	\$ 6.80	\$ 7.10	\$ 7.10	\$ 7.40	\$ 7.40	\$ 7.70
OFWW per Household)	\$ 4.00	\$ 4.00	\$ 4.20	\$ 4.20	\$ 4.40	\$ 4.40	\$ 4.60
OFWW (Alternate) (per Household)	\$ 5.20	\$ 5.20	\$ 5.45	\$ 5.45	\$ 5.65	\$ 5.65	\$ 5.90

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 1, 2013 through March 31, 2019  
Proposal Form**

### **Fuel Surcharge Continued:**

Contractor fuel adjustment shall not apply since the vehicles that we are utilizing are fueled with compressed natural gas (CNG). Since DSI is utilizing an alternative fuel, the formula for identifying base fuel price range and activation costs are not applicable. As a result of DSI using CNG in our trucks for the City of Northfield - the rates per unit will not be assessed any additional fuel adjustments.

In the event DSI has to utilize an alternate vehicle fueled with diesel fuel during regular maintenance of the CNG vehicle(s) - there will not be any fuel adjustment assessed.

### **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	\$ 35.00	Freezer	\$ 35.00
Brush (per bundle)	\$ 2.00	Mattress/Box Spring	\$ 20.00
Car tire	\$ 2.00	Microwave Oven	\$ 25.00
Dishwasher	\$ 25.00	Refrigerator	\$ 25.00

Dryer	\$ 25.00	Stove	\$ 25.00
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**Cost for Disposal of Electronics:** \$25.00 per unit or in bulk \$ .29/pound

**SOLICITATION OF PROPOSALS -  
RESIDENTIAL REFUSE COLLECTION  
FOR CITY OF NORTHFIELD  
January 1, 2013 through March 31, 2019  
Proposal Form**

**YARD WASTE COLLECTION**

The contractor shall provide a collection service option for the collection of grass clippings 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.

**Per Bag Costs for Yard Waste Collection;** \$ 2.00 per bag

**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 bid may be withdrawn for a period of 10 days after the bid opening.

**SOLICITATION OF PROPOSALS -  
RESIDENTIAL REFUSE COLLECTION  
FOR CITY OF NORTHFIELD  
January 1, 2013 through March 31, 2019**

**AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS**

**Affidavit of Non-Collusion**

I hereby swear or affirm under the penalty for perjury:

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidder having authority to sign on the bidder's behalf (if the bidder is a corporation or other entity);
2. That the attached bid or bids have been arrived at by the bidder 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 bids, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety of any bond furnished with the bid; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed

Printed Name David Domack

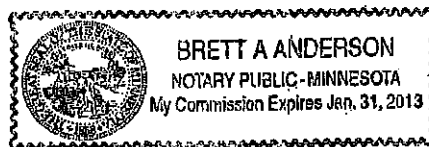
Firm Name Dick's Sanitation, Inc. (DSI)

Subscribed and sworn to before me this 5<sup>th</sup> day of Sept., 2012.

Brett Anderson  
Notary Public

My Commission Expires 1-31-2013

Bidder's employer identification number: 41-1366581



### **Equipment Specifications (Trucks and Carts):**

Attached in this section - you will find the equipment DSI will utilize to service the residents of Northfield. DSI agrees to comply with all terms and conditions as detailed in the RFP that applies to equipment provided.

This section includes:

1. Truck specifications
2. Cart specifications





## Put the power of ZERO at your side with the McNeilus ZR-Series full-eject ASL.

You've got a lot to deal with on your collection routes – from narrow streets and alleyways to clearance issues around containers, not to mention constant equipment maintenance. You can trash these hassles with the new McNeilus ZR-Series full-eject automated side loader, which is a result of a partnership formed between McNeilus® and Pendpac®. With its advanced-yet-simple zero-radius operation, field-proven arm, and simple, reliable electronic controls, a ZR-Series side loader enables you to handle up to 1500 containers daily, no matter how close they are to fences, walls, or other structures. They're also easily maintained and are backed by the strongest nationwide service and support network in the industry.

McNeilus ZR-Series automated side loader has a true zero-radius motion, eliminating arm kick-out. The simple arm reduces total cost of ownership by lowering maintenance costs and increasing efficiency and driver productivity.

### Features

- Full-eject body keeps the driver in the cab at the transfer station or landfill, increasing safety, reducing chassis wear and simplifying operations.
- Load-sensing hydraulics can save 15 to 18 percent on fuel costs. System also provides automatic leak detection and shut-off.
- Smooth arm operation improves driver comfort and dramatically reduces body sway and noise.
- Pack cycle time of 10 seconds saves time during dense route collection.
- Arm operates continuously at idle speed.
- Arm can handle 30-, 60-, 96-gallon containers.



Approximately 6-second cycle time increases productivity.

**CNG**

**Fuel-Saving  
Solutions**

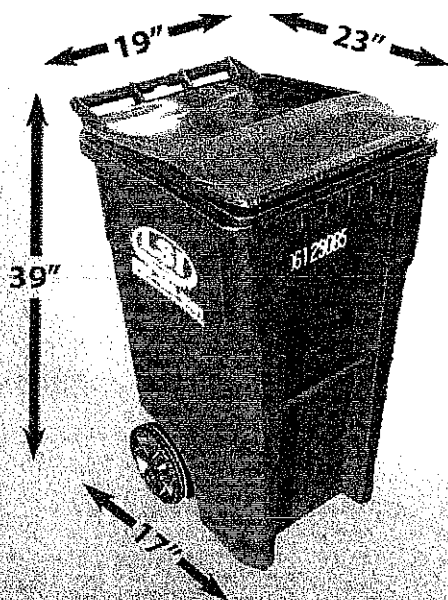




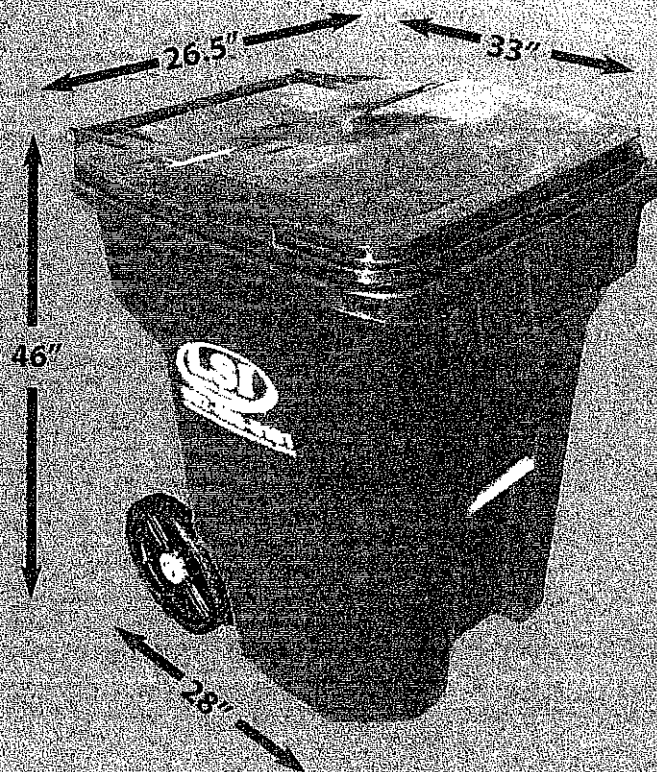
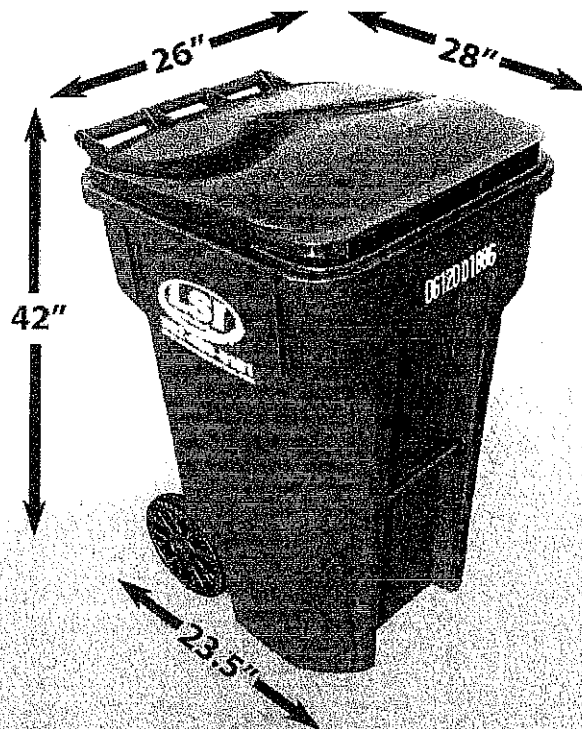
# Standard Cart Dimensions



## 35 Gallon



## 65 Gallon



## 95 Gallon



### **Organics Food/Wet Waste collection (OFWW):**

DSI agrees to comply with all terms and conditions as detailed in the RFP that applies to OFWW. Please note that because this program is new to the residents of Northfield - DSI would request the opportunity to work closely with City Staff and/or their environmental committee to make on-going improvements.

This section includes:

1. OFWW (City-wide program) - Rate per household: \$4.00 per month
2. OFWW (Alternate program) - Rate per household: \$5.20 per month
3. Educational organics pamphlet

With both programs - DSI is recommending to implement the usage of an 18 gallon recycling organics cart for collection of organics material to be collected on route. The type of cart DSI is recommending for the OFWW program is located is on the educational pamphlet attached to this section.

Also, the rates associated with each level of service are detailed in the "rates and services" specs of this RFP.



### **Organics Food/Wet Waste collection (OFWW) - Main Program:**

If the City of Northfield chooses to implement the City-wide OFWW program - DSI along with input from the City of Northfield will implement the following City-wide OFWW program:

November, 2013.....	Determine the number of units to collect, the route or area of pick-up, service levels, communication and implementation
January, 2014.....	Order equipment for OFFWW pilot project and develop reports to monitor results of data
April, 2014.....	Provide educational materials to the residents and deliver equipment
May, 2014.....	Begin organics collection
October, 2014.....	Evaluate overall data and determine it's success and what improvements could be made

\*Please note: the above timeline is subject to change based on availability of equipment, changes or recommendations from the City of Northfield and/or success of the overall organics program.



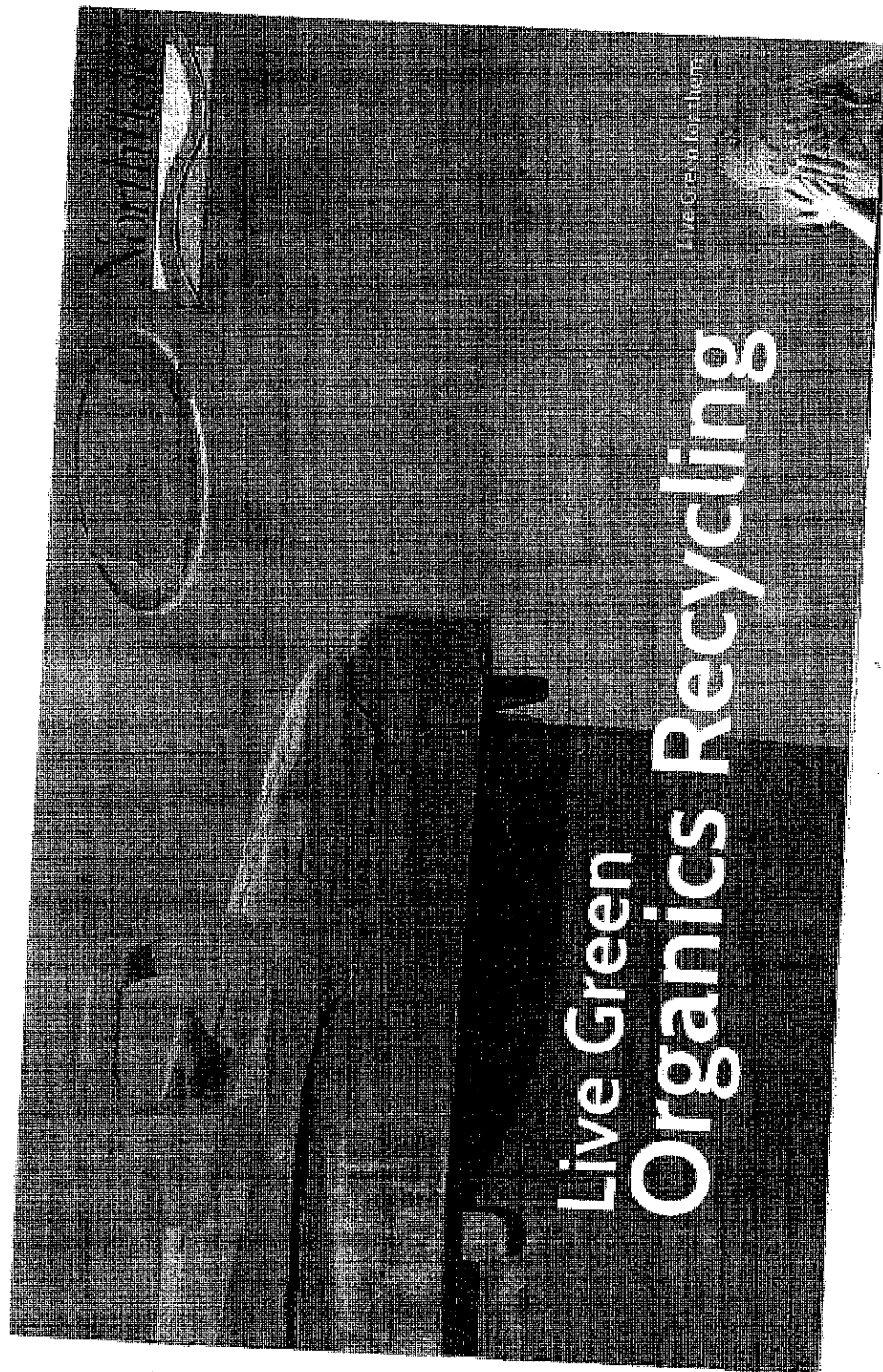
**Organics Food/Wet Waste collection (OFFWW) - Alternate program (PILOT):**

DSI along with input from the City of Northfield will implement the following PILOT program:

February, 2013.....	Determine the number of units to collect, the route or area of pick-up, service levels, communication and implementation
March, 2013.....	Order equipment for OFFWW pilot project and develop reports to monitor results of data
April, 2013.....	Provide educational materials to the Pilot residents and deliver equipment
May 1st, 2013.....	Begin organics collection
June, 2013.....	Evaluate the program
October, 2013.....	Evaluate overall data and determine long-term plan

\*Please note: the above timeline is subject to change based on availability of equipment, changes or recommendations from the City of Northfield and/or success of the overall organics program.





# Live Green Organics Recycling

Live Green for them

## DSI References

<u>Customer</u>	<u>Contact</u>	<u>Phone number</u>	<u>History</u>
City of Shakopee	Mark McNeill	952-233-9300	10 Years
City of Farmington	Lena Larson	952-280-6905	10 Years
City of Rosemount	Tom Schuster	651-322-6005	9 Years
Elko/New Market	Mark Nagel	952-461-2711	4 Years
Carleton College	Lynn Nicols	507-222-5834	2 Years
Burnsville Center	Dick Clark	952-435-8182	10 Years
Valleyfair Park	Dave Vosepka	952-445-7600	14 Years

We encourage you to contact our references as detailed above.

**Statement of qualifications:** Dick's Sanitation, Inc. provides service to over 45,000 customers throughout the South Metro area which include Dakota, Scott and Rice Counties. We maintain a fleet of 90 solid waste collection trucks and employ over 100 drivers and office staff. We take pride in being the largest independent family-owned hauler in the South Metro area. We follow and comply with all insurance, financial, safety and environmental laws and regulations set forth by City, State and Federal regulations. Most importantly - We have been a successful solid waste hauling company since 1966. Our mission statement: Safety, Service and Satisfaction.



## Principal Officers

<u>Name</u>	<u>Title</u>	<u>Phone number</u>	<u>Years with DSI</u>
Dick Clemmer	President	952-469-9877	46 Years
MaryAnn Clemmer maryann@dickssanitation.com	Vice President	952-469-9867	46 Years
Debbie Nielsen debbie@dickssanitation.com	VP of Finance	952-469-9864	26 Years
Brett Anderson brett@dickssanitation.com	VP of Operations	952-469-9898	25 Years
David Domack david@dickssanitation.com	VP of Sales/Mktg	952-469-9870	15 Years

Fax number for all contacts listed above: 952-469-1146

Banking relationship - New Market Bank - 20 Year banking relationship

\*\*Credit references and financial reports available upon request.



### **Additional Programs (Reduction, recycling and education):**

DSI will implement the following additional programs:

ENVIRO EDUCATION CENTER - DSI will provide a website link for solid waste information devoted to the residents of the Northfield. Information will include: Trash, recycling, yard waste, organics, clean-up days, community events and programs, schedules and links to additional resources for waste and reuse opportunities. Please check-out our website at [www.dickssanitation.com](http://www.dickssanitation.com).

SCHEDULE REMINDER CENTER - DSI will provide an automated dialer system that will automatically call and remind residents of holiday schedules, special events and more.

REDUCTION TACTICS INITIATIVE - DSI is committed to waste reduction by developing a RTI program. This includes the following initiatives that greatly impact our environment:

1. Paperless routing - DSI has made a substantial investment in a routing system that no longer requires pages and pages of routes. Our paperless routing system enables us to become more efficient and saves on the trees at the same time.
2. Alternative energies - DSI has committed our fleet to a change from fossil fuels to clean natural gas or compressed natural gas CNG. The benefits are great with CNG as it burns cleaner, the noise pollution is greatly reduced and the amount of green house gases are substantially less - a spec sheet is attached to the equipment section of this RFP.
3. Paperless invoicing and communication - DSI is committed to utilizing and expanding our web and mobile email as a means to communicate to the residents of Northfield without printing a single page.

ENVIRO-FACT REPORTING - DSI will be monitoring all volumes and types of waste from the City of Northfield. This will include tracking each recycling and/or organics volumes and calculating the environmental impact of each material - see attached "Environmental Impact Report" in this section. With this data - DSI will develop a report that will provide valuable information which will be used to determine the strengths and weaknesses of the City of Northfield's overall solid waste program. In addition, the reports will be available to the residents to see first hand where their waste comes from and how they can become a part of the solution.

**\*\*Please note:** The above programs will provided for NO additional costs.



# Environmental Impact Report - EXAMPLE ONLY

## HOW DID THE CITY OF NORTHFIELD HELP THE ENVIRONMENT ??

This report is only to illustrate "format only"

Description	Total lbs	Tons Conversion	Conversion Industry Unit	Coverision Eco Saved	Total Number Saved	Type
Paper	111,980	55.99	1.1	17	865.30	TREES
Cardboard	6,010	3.005	1.1	17	46.44	TREES
Plastic	0	0	0.8	860	-	Kilowatts
Comingled	700	0.35	0.8	860	376.25	Kilowatts
Organics	303,100	151.55				CO2
CNG usage	30,920	15.45				CO2
Organics	303,100	151.55				CARBON

\*\*Please note: The above report is an example of what a environmental impact report may look like. Actual data would be compiled and converted to industry specifications. The City of Northfield and DSI would determine the data, calculations and results for future publication.





## **Public Outreach Education Campaigns:**

DSI will implement the following Outreach Education Programs :

**TREWARDS PROGRAM** - DSI will donate 1 bare root 1 - 2 inch diameter tree for every 70 tons of recycling the City of Northfield generates in recycling. The program does not include installation and tree care or maintenance.

**FUN FACTS:** Trees act as natural filters of our air. Through the process of photosynthesis trees absorb carbon dioxide (a key greenhouse gas and principle contributor to global warming) from the atmosphere and store the carbon in their trunk, branches, leaves, roots, soil and foliage, while releasing oxygen back into the atmosphere.

**HAULER FOR SCHOLARS PROGRAM**- DSI will award a \$500.00 environmental award per year to a business, individual or organization who applies as a candidate. One candidate per year will be voted on by the environmental committee to be determined later.

**DSICYCLEBANK PROGRAM**- DSI will share a portion of the residential recycling reimbursement values from volumes delivered to the Rice County Recycling Facility. All values are subject to change based on commodity values of monthly recyclables materials.

**ESTIMATED VALUE TO CITY OF NORTHFIELD:** Rice County estimates that the City of Northfield generates 187 tons per month of recycling at \$26.00 per ton = \$4,862.00/month.

**KEEP NORTHFIELD BEAUTIFUL YOUTH ACTIVITIES PROGRAM** - DSI would provide the Youth Organizations the following programs:

1. **Drop-off recycling roll-offs** - DSI will provide roll-off drop-off containers for recycling materials for which 100% of the proceeds from the recycling materials will be donated to local Youth Organizations and/or Programs.
2. **Programs and Activities** - DSI believes that successful recycling programs start with our children. DSI will be developing program involvement days for kids that provide them interactive activities which connect the kids to the overall results. For example: We would work with the City to organize a tree planting day - the trees would be donated from the DSI Treewards program and the compost (finished soil) to plant the trees would be donated by the organics facility where we deliver the organics materials.
3. **Activity books and educational information** - DSI will back up our programs with activity books and educational links. See attached educational activity book in this section.



# CELEBRATE EARTH DAY *Every Day*



AN EDUCATIONAL ACTIVITIES BOOK



*Supporting the  
Community  
Since 1966*



*If DSI is the chosen contractor for the trash, recycling, yardwaste and organics service, we would implement the following timeline to insure a smooth transition.*

#### TRANSITION TIMELINE SCHEDULE

October, 2012.....	City of Northfield enters into an agreement with DSI. DSI Determines the number of units to collect per volume levels respectively, the route or area of pick-up, communication and implementation of deliveries and days of pick-up. DSI places order for various cart sizes and trucks and any misc equipment.
November, 2012.....	DSI develops educational materials, reporting, and public campaigns
December, 2012.....	Provide educational materials to the residents and deliver equipment
January, 2013.....	Begin solid waste and recycling collection
October, 2014.....	Evaluate overall data and determine it's success and what improvements could be made

**\*\*In the event the new trucks ordered do not arrive by the scheduled date - DSI has sufficient back-up equipment to service the residents of Northfield.**



## **Proposal Summary -**

The City of Northfield has requested a RFP for solid waste, organics and recycling program which provides the residents of Northfield a complete program and encompasses all current service needs while developing future opportunities to reduce solid waste through enhanced recycling and organics collection.

DSI is confident that with our experience, knowledge and creativity, we will fill the shoes of the existing hauler while developing enhanced framework for future solid waste solutions for the residents of Northfield. As part of our commitment to the City of Northfield, we will provide programs that will enhance reduction by improving recycling and adding organics.

DSI will provide all this and more through our Public Outreach Education Campaigns which will include: Treewards Program, Hauler for Scholars, DSIcycling Bank and Keep Northfield Beautiful Youth Activities Program. As a hauler with over 46 years of experience - we understand that the needs of the City of Northfield solid waste service must go above and beyond just collecting your trash and recycling at the curb.



**EXHIBIT 2**

**DICK'S SANITATION, Inc. Email to Joseph L. Stapf, P.E., City Engineer, and  
Attachement dated September 5, 2012**

**Joe Stapf**

---

**From:** David Domack <David@dickssanitation.com>  
**Sent:** Thursday, September 06, 2012 1:15 PM  
**To:** Joe Stapf  
**Subject:** RFP  
**Attachments:** Scanned20120906140710.pdf

Joseph,

I don't know if you received my voicemail earlier but I just wanted to let you know that I forgot to include a page on the RFP (page 12) so I am emailing it to you. If that is not sufficient and you require me to hand deliver it - I will do so.

Also, I was wondering when the recommendation will go to Council for approval.

Thanks,

David Domack  
Dick's Sanitation, Inc.  
952-469-9870  
[david@dickssanitation.com](mailto:david@dickssanitation.com)

"The Local Choice" for ALL your solid waste needs!!

**Go BLUE... Live GREEN... Support PINK...**

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**SOLICITATION OF PROPOSALS -  
RESIDENTIAL REFUSE COLLECTION  
FOR CITY OF NORTHFIELD  
January 1, 2013 through March 31, 2019  
Proposal Form**

TO: Joseph L. Stapf, P.E.  
Director of Public Works/City Engineer  
801 Washington Street  
Northfield, MN 55057

Dear Sir:

1. The following bid is made for the collection of residential refuse in and for the City of Northfield from January 1, 2013 through March 31, 2019. 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 to the lowest responsible proposer, and in the best interests of the City, and understands further that price will not be the sole consideration in determining the lowest responsible proposer and the best interests of the City.
4. The proposer is a [circle one] sole proprietor/corporation/partnership/other: Corporation.
5. If the proposer is a corporation, the state of incorporation is: Minnesota.
6. If the proposer is a partnership, the full names and addresses of all partners are: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_