

## Advertisement for Bids

### Residential Solid Waste Collection Services 2026

The City of Hagerman is requesting proposals for the curbside collection, transportation, and disposal of residential solid waste within the City of Hagerman. The City is also considering implementing recycling options for the city and each qualified firm should submit two bids: 1) Meeting the general requirements above; and (2) Meeting the general requirements above and including the implementation of a recycling option.

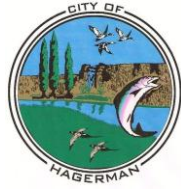
Qualified firms are invited to submit a sealed proposal in the format outlined in the Request for Proposals Residential Solid Waste Collection Services 2026 to the Hagerman City Clerk, 191 N. State Street, PO Box 158, Hagerman, Idaho, 83332, no later than **1:00 p.m., on August 18, 2025**. Proposals received by the deadline will be publicly opened at that time. City staff will review the proposals provided and prepare a recommendation for the City council to review and award a contract. The contract will be awarded to the qualified bidder submitting the proposal with the lowest price complying with the bidding procedures and meeting the specifications for the services sought.

The Request for Proposals Residential Solid Waste Collection Services 2026 may be examined and obtained at the City of Hagerman, 191 North State Street, Hagerman, Idaho at a cost of \$5.00 or printed from the City of Hagerman website, [www.hagermanidaho.us](http://www.hagermanidaho.us).

**HAGERMAN RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE ANY IRREGULARITIES IN THE PROPOSALS RECEIVED, AND TO ACCEPT THE PROPOSAL DEEMED MOST ADVANTAGEOUS TO THE BEST INTEREST OF THE CITY. ALL PROPOSALS MUST BE SIGNED BY A PERSON AUTHORIZED TO BIND THE COMPANY.**

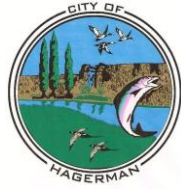
CITY OF HAGERMAN, IDAHO  
Jared Hillier, Mayor 208-837-6636

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***REQUEST FOR PROPOSALS***  
***RESIDENTIAL SOLID WASTE COLLECTION SERVICE 2026***

CITY OF HAGERMAN, IDAHO  
Jared Hillier  
Mayor,  
208-837-6636



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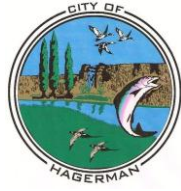
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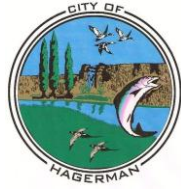
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## ***I. INTRODUCTION***

### ***A. Intent***

The City of Hagerman (“Hagerman”) intends to solicit proposals from and enter into a contract with a qualified solid waste contractor to provide solid waste collection and disposal services as described herein to the residents of Hagerman. Hagerman is considering the implementation of recycling collection services and disposal as well. Hagerman intends to enter into a contract with an initial five year term and an optional three year renewal term. Hagerman intends to execute a contract with an effective date of **February 1, 2026**, which would be the first day of residential solid waste collection under this contract. The service will include curb side collection of solid waste on a weekly basis, and potentially recycling collection services on a bi-weekly basis. As additional solid waste programs may or are needed, contractor will be required to assist in developing such programs by conducting pilot projects and collecting data as specified. Contract selection will be made on the basis of qualifications as described in this document, as well as price.

**In requiring this Request for Proposal Residential Solid Waste Collection Service 2026 (“RFP”), Hagerman reserves the right to reject any and all proposals, to waive any irregularities in the proposals received, and to accept the proposal deemed most advantageous to the best interest of the city.**

### ***B. Clarifications***

Clarifications to the RFP will be considered only if they are submitted in writing and received at the Hagerman City Hall at least five working days prior to the proposal opening. All clarifications to the requirements will be addressed as a written addendum to the proposal. No verbal clarifications will be binding upon Hagerman or the service provider.

Questions relating to the submittal requirements of this RFP or how to submit a proposal shall be directed to:

Jared Hillier, Mayor  
208-837-6636

### ***C. Exclusive Contract***

Hagerman will enter into an exclusive contract for solid waste collection and disposal service for all residential dwellings within the City of Hagerman’s incorporated limits.

### ***D. Service Area and Customer Base***



The service area for this contract shall be the incorporated City of Hagerman, plus any additional areas annexed to Hagerman during the initial and renewal contract terms. The current service consists of approximately 449 residential accounts. Hagerman's current provider hauls an average of approximately 1-1.5 trucks weekly of residential waste.

## **II. SCOPE OF SERVICE**

Any bidder who wishes to propose modifications to improve the following may submit such additional information, clearly identifying it as a modification.

### **A. Residential Solid Waste Disposal Service**

The contractor shall provide weekly curbside solid waste collection to all single-family homes and individual units of residential complexes of four or less units within the Hagerman city limits ("Residential Accounts") utilizing 95-gallon carts. The contractor shall provide a 95-gallon cart to each Residential Account at the contractor's expense and additional 95-gallon carts shall be provided to Hagerman residents for an additional charge. The contractor shall also collect branches and brush which is not longer than four (4) feet that are securely tied in bundles which do not exceed sixty-five (65) pounds in weight.

The contractor shall be responsible for the safe and legal transportation and disposal of the collected solid waste at the Gooding County Landfill or other facility pre-approved by Hagerman. Hagerman shall reimburse the contractor for the actual cost of the landfill charges or tipping fees associated with the solid waste collected from the Residential Accounts. The Contractor shall segregate the solid waste collected from the Residential Accounts from solid waste collected from other sources and shall provide landfill charge or tipping fee invoices to Hagerman prior to reimbursement. Hagerman will continue to conduct the billing and collection of service fees for residential solid waste disposal service.

### **B. Recycling Collection and Disposal Service**

Hagerman is contemplating the implementation of recycling collection services. Accordingly, the contractor shall provide a proposal for the curbside collection and disposal of recyclable materials on a bi-weekly basis for the Residential Accounts. The recycling collection and disposal service portion of the bid will be left to the discretion of the bidder, but must include the provision of one recycling cart for each Residential Account, a schedule that includes at least bi-weekly collection of recyclable materials, and information pertaining to the disposal of those materials. Hagerman will ultimately decide whether it will contract for the provision of recycling collection when it awards the contract.

### **C. Data Collection and Reporting**



The contractor will be expected to provide data regarding service problems, landfill charges and tipping fees, Residential Accounts receiving service, Residential Accounts which have been provided additional 95-gallon carts, refusals to collect solid waste, and any other information Hagerman deems necessary for residential billing purposes on a monthly basis.

#### ***d. Additional Services***

The contractor shall provide eleven (12) 95-gallon carts and one (1) 10-yard roll around metal dumpsters at no cost to Hagerman. These carts and dumpsters will be placed at the City maintenance shop, City Hall, the Hagerman City Park, and the Hagerman Waste Water Treatment Plant and will be serviced by contractor at no cost to Hagerman. In addition, between the first day of April and the last day of September, which dates are subject to change upon thirty days written request by Hagerman, the Contractor shall provide and service two 30-yard steel construction roll off containers for use by Hagerman at no cost to Hagerman when needed. Contractor shall also provide two handicap and/or two regular port-a-potty restrooms for use upon request by the City of Hagerman between the first day of October and the last day of May at no charge to Hagerman.

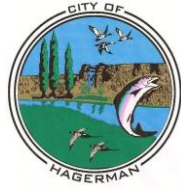
### ***III. SUBMITTAL REQUIREMENTS***

#### ***A. Format***

The following outline should be used for proposals. Submit seven (7) Copies of the entire proposal, clearly marked "RFP Solid Waste Collection services." Include name, title, address, telephone and fax numbers for proposers contact person for this proposal.

#### ***B. Statement of Qualifications***

1. Provide information on the company's qualifications: management, operational, financial, long term plans and goals.
2. List names, roles and experiences of key personnel who will take responsibility for Hagerman's account.
3. List the number and positions of employees who will carry out this contract, including office personnel as well as operations personnel.
4. Describe the collection equipment which will be used in Hagerman. Include the make, model and year as well as available backup equipment in the event of breakdowns.



5. Provide a description of employee training programs, safety programs and how they are implemented.
6. Describe company policies and programs on customer service, public information, community involvement and related programs.
7. Indicate any unusual issues or problems that may be anticipated in providing the service and how you propose to respond.
8. Provide a description of the ability of the contractor to provide clear, concise, and detailed billing information to Hagerman, for Hagerman to continue billing services in house.

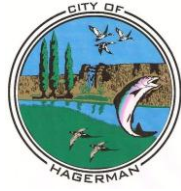
### ***C. Description of Proposed Services***

1. Describe the services you would provide to meet Hagerman's solid waste management needs. Address each element listed in the Scope of Service. Proposers may submit descriptions of more than one approach, provided cost are given for each approach.
2. How will your company familiarize itself with Hagerman and its customers, staff and elected officials?
3. If needed, how will your company implement a smooth transition and minimize disruption to Hagerman residents and businesses when the new service begins.

### ***D. Related Experience***

1. List at least two other communities in Idaho in which your company has carried out successful solid waste management programs.
2. For each community listed:
  - a. Give a brief (1 paragraph) description of the service.
  - b. Identify which elements were included in your service, trash, recycling, public information, customer service, etc.
  - c. List your company's local manager for the program.
  - d. List at least one client reference, with address, telephone number and contact.
  - e. What are the major similarities and differences between this program and the one you have proposed for Hagerman.





- f. What objective evidence shows a level of public satisfaction with your company's service program.
- g. List any community involvement practices your company has demonstrated.
- h. Identify any serious service reliability issues that occurred (disruptions in service for more than two consecutive days) and explain how those issues were addressed and resolved.

#### ***E. Service Price***

Identify the price per month per Residential Account for the collection, transportation, and disposal of solid waste as described in the Bidding Documents on the Bid Form for each year of the initial and renewal contract terms. Identify the price per month per Residential Account for the collection, transportation, and disposal of recyclable materials as described in the Bidding Documents on the Bid Form for each year of the initial and renewal contract terms. Specify any additional charges for special services, discounts which may be included for certain customer groups, or any incentives which may be applied for conservation efforts, if applicable, on the Bid Form.

Any adjustments other than those described in the proposal forms will be made only for uncontrollable costs such as revised laws, ordinances, or regulations, extraordinary fuel price increases and shall require the prior approval from the Hagerman City Council.

#### ***F. Additional Information***

Complete and provide the following:

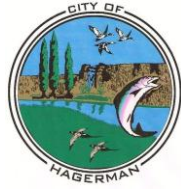
- Bid Form
- Non-Collusion Affidavit
- Drug Free Workplace and Equal Opportunity Employer Statement

Proposers may include any additional information which will help in evaluating proposer's qualifications or experience, including items such as letters of reference, newspaper clippings, photographs or video tapes of operations, sample educational materials, etc.

### ***IV.Submission, Evaluation, and Award of Proposals***

#### ***A. Submitting Proposals***

Sealed proposals will be accepted until **1:00 p.m., August 18, 2025**. The proposal must be received (not postmarked) and any proposals received after that time will be rejected.



**REQUEST FOR PROPOSALS  
SOLID WASTE COLLECTION SERVICES  
CITY OF HAGERMAN, IDAHO**

and delivered to:

City Clerk's office  
City of Hagerman  
P.O. Box 158  
191 N. State Street  
Hagerman, ID 83332

Proposals will be publicly opened and read aloud at the Hagerman City Hall, 191 N. State Street Hagerman, ID 83332 at **1:00 p.m., on August 18, 2025**. All proposals shall remain subject to acceptance for 60 days after opening.

***B. Withdrawal of Proposals***

Any proposal may be withdrawn upon written request prior to the above scheduled time for the opening of the proposals or any authorized postponement. Proposals may not be withdrawn after the above scheduled time for the opening of the proposals or any authorized postponement.

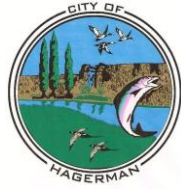
***C. Acceptance of Proposal***

Hagerman will evaluate proposals and accept a proposal within sixty (60) days of the date set for opening proposals.

***D. Notice of Award, Signing of Contract, Performance Bond, Certificates of Insurance***

Hagerman will issue a Notice of Award to the successful bidder following acceptance of the proposal. The successful bidder agrees to execute a contract, in the form included in the Bidding Documents, with Hagerman and provide certificates for the required insurance to Hagerman within ten (10) days of the issuance of the Notice of Award. The successful bidder also agrees to obtain and maintain security in the form of a performance bond or irrevocable letter of credit for the use and benefit of Hagerman and in a form acceptable to Hagerman throughout the contemplated renewal period in the Amount of \$100,000.00 within ten (10) days of the issuance of the Notice of Award. Failure to execute a contract, provide the required certificates of insurance, or obtain the required security within that ten (10) day time period may result in the loss of the award of the contract.

***E. Award of Contract***



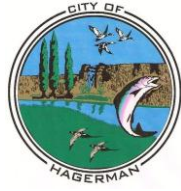
Hagerman will award a contract to the qualified bidder submitting the proposal with the lowest price complying with the bidding procedures and meeting the specifications for the services sought. Hagerman reserves the right to reject any bid if the evidence submitted by the bidder or an investigation of such bidder fails to satisfy Hagerman that such bidder is properly qualified to carry out the obligations of the contract. Hagerman also reserves the right to accept or reject the recycling collection services portion of the bid. The following pass/fail criteria will be used to determine whether a bidder is qualified:

1. Adequacy of existing and proposed equipment to meet Hagerman's residential solid waste disposal needs.
2. Adequacy of existing and proposed staffing levels to meet Hagerman's residential solid waste disposal needs.
3. Ability to provide clear, concise, and detailed billing information to Hagerman in order to allow Hagerman to collect user fees.
4. No unexplained serious service reliability issues reported by references. (The bidder will receive a pass if it identifies serious service reliability issues that occurred and addresses why those issues have been resolved.)
5. Experience necessary and/or current ability to meet Hagerman's residential solid waste disposal needs.
6. Adequacy of existing or proposed safety training programs to ensure safe operation within Hagerman.
7. Ability to implement a smooth transition and minimize disruption when service begins.

## **V. *Bidding Documents***

The Bidding Documents shall consist of the following and are hereby incorporated in the Request for Proposals Residential Solid Waste Collection Service 2026:

- Request for Proposals Residential Solid Waste Collection Service 2026
- Bid Form
- Non-Collusion Affidavit
- Drug Free Workplace and Equal Opportunity Employer Statement
- Proposal Evaluation Form
- Proposed Residential Solid Waste Collection Service Contract



## Bid Form

1. The undersigned proposes and agrees, if the undersigned's proposal is accepted, to enter into a contract with the City of Hagerman, in the form included in the Bidding Documents for the collection, transportation, and disposal of residential solid waste for the prices listed herein.
2. Set forth the price per month per Residential Account for each year of the initial and renewal contract terms.

Year	Price per month per Residential Account—Solid Waste	Price per month per Residential Account—Recyclables
1	\$	\$
2	\$	\$
3	\$	\$
4	\$	\$
5	\$	\$
6	\$	\$
7	\$	\$
8	\$	\$

3. Specify any additional charges for special services, discounts which may be included for certain customer groups, or any incentives which may be applied for conservation efforts, if applicable. (Attach supplement if necessary)

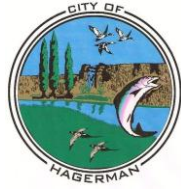
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4. The undersigned accepts all of the terms and conditions of the Request for Proposals Residential Solid Waste Collection Service 2026.
5. The undersigned understands that the undersigned's proposal will remain subject to acceptance for 60 days after the proposal is opened.



6. The undersigned has examined the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged, and fully understands the terms and specifications of the Bidding Documents.

Addendum No.

Addendum Date

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

7. The undersigned is familiar with and is satisfied as to all applicable federal, state, and local laws, regulations, standards, ordinances, orders and decrees applicable to the undersigned bidder's business and activities that may affect the undersigned's collection, transportation, and disposal of residential solid waste.
8. The undersigned is familiar with the City of Hagerman and the surrounding area and is satisfied as to the conditions that may affect the undersigned bidder's collection, transportation, and disposal of residential solid waste.
9. The undersigned understands that the terms used in this Bidder's Representations have the meaning stated in the Request for Proposals Residential Solid Waste Collection Service 2026.

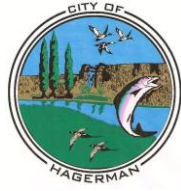
Bidder: \_\_\_\_\_  
Type/Print Name of Firm

Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip Code \_\_\_\_\_

By: \_\_\_\_\_ Signature of Person Authorized to Sign Bid

\_\_\_\_\_ Type/Print Name and Title of Person Authorized to Sign Bid



## NON-COLLUSION AFFIDAVIT

The bidder represents, and it is a condition of the acceptance of the bidder's proposal, that the bidder has not been a party with other bidders to any agreement to bid a fixed or uniform price.

ATTEST/WITNESS \_\_\_\_\_

Name of Bidder-Type/Print

\_\_\_\_\_ By: \_\_\_\_\_

Signature of Person Authorized to Sign

\_\_\_\_\_  
Name and Title of Signatory (Type or Print)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, TO WIT:

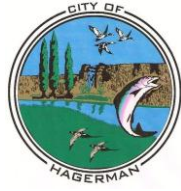
On this \_\_\_\_\_ day of \_\_\_\_\_ 2025, before the undersigned officer,

personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed on the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



## Drug Free Workplace and Equal Opportunity Employer Statement

### I. Non-Discrimination and Equal Opportunity Employer

The undersigned hereby affirms that the undersigned does not discriminate in any manner against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability, which if needing accommodation, may be reasonably accommodated as required by law.

### II. Drug Free Work Place Policy

The undersigned hereby affirms that the undersigned has established a drug free work place policy and will continue to maintain the policy throughout the term and contemplated renewal period of the Residential Solid Waste Collection Service Contract.

Bidder: \_\_\_\_\_

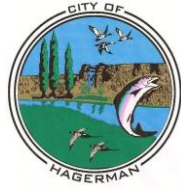
Type/Print Name of Firm

Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip Code \_\_\_\_\_

By: \_\_\_\_\_ Signature of Person Authorized to Sign Bid

\_\_\_\_\_ Type/Print Name and Title of Person Authorized to Sign Bid



## Proposal Evaluation Form

Bidder: \_\_\_\_\_

Criteria	Pass	Fail
Adequacy of existing and proposed equipment to meet Hagerman's residential solid waste disposal needs.		
Adequacy of existing and proposed staffing levels to meet Hagerman's residential solid waste disposal needs.		
Ability to provide clear, concise, and detailed billing information to Hagerman in order to allow Hagerman to collect user fees.		
No unexplained serious service reliability issues reported by references. (The bidder will receive a pass if identifies serious service reliability issues that occurred and addresses why those issues have been resolved.)		
Experience necessary and/or current ability to meet Hagerman's residential solid waste disposal needs		
Adequacy of existing or proposed safety training programs to ensure safe operation within Hagerman.		
Ability to implement a smooth transition and minimize disruption when service begins		





## Proposed Residential Solid Waste Collection Service Contract

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the City of Hagerman, a municipal corporation of the State of Idaho ("City") and \_\_\_\_\_ ("Contractor"), for the purpose of accomplishing the collection, transportation, and disposal of residential solid waste within the City of Hagerman.

WHEREAS, Idaho Code Section 50-344 authorizes the City to maintain and operate solid waste collection systems; and

WHEREAS, the City's current contract for the collection, transportation, and disposal of residential solid waste within the City of Hagerman with \_\_\_\_\_ terminates on \_\_\_\_\_, **2025**; and

WHEREAS, the City issued the Request for Proposals Residential Solid Waste Collection Service 2026 ("RFP") which requested proposals from qualified contractors to provide collection, transportation, and disposal of residential solid waste within the City of Hagerman. Contractor submitted a proposal to provide such services in response to the RFP. After evaluating the submitted proposals, the City has found Contractor's proposal to be the proposal with the lowest price submitted by a qualified bidder which complied with the requirements of the RFP and met the specifications for the services sought; and

In consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the City and Contractor hereby agree as follows:

**1. Contract Documents.** This Agreement consists of the following:

- a. This Agreement
- b. Exhibit A – Request for Proposals Residential Solid Waste Collection Service 2026
- c. Exhibit B – Contractor's Proposal
- d. Exhibit B – Residential Account Rate Schedule

**2. Term.** The term of this contract shall consist of a five year term that may be renewed for an additional three year term (collectively "Contract Renewal Period").

- a. **Initial Term.** This Agreement shall cover a five (5) year period beginning \_\_\_\_\_, 2025 and ending on \_\_\_\_\_, 2030.
- b. **Renewal.** Upon the completion of the initial term of this Agreement, the City shall have the sole right to renew this Agreement for an additional three (3) year term. The City shall give Contractor written notice of its intention to exercise this option to renew this Agreement by \_\_\_\_\_, 2030.



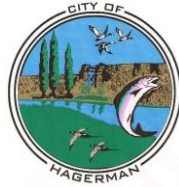
Renewal of this Agreement shall be under the same terms and conditions in effect at the time of renewal, provided that this Agreement may be amended by the parties pursuant to the provisions herein.

3. **Exclusive Agreement.** The City shall not enter into any contract with a service provider other than Contractor for residential Solid Waste collection, transportation, and disposal within the City of Hagerman's incorporated limits during the term of this Agreement.
4. **Services Provided.** Contractor shall provide the following services for the City ("Services"):
  - a. **Service Area.** The service area for this Agreement shall be the incorporated City of Hagerman, plus any additional areas annexed to the City of Hagerman during the Contract Renewal Period
  - b. **Commencement Date.** Contractor shall commence performing the services required by this Agreement on \_\_\_\_\_, 2025.
  - c. **Solid Waste.** Solid Waste shall mean all materials within the definition of Solid Waste in Idaho code Section 39-7403, excluding items that are Hazardous Waste. Hazardous Waste shall mean all materials within the definition of Hazardous Waste in Idaho Code Section 39-4403.
  - d. **Residential Accounts.** Residential Accounts shall mean single-family homes and individual units of residential complexes of four or less units within the Hagerman city limits required to use the City's Solid Waste collection system pursuant to Section 8-3-5 of the Hagerman City Code. Residential Accounts shall be identified by the City and provided to the Contractor prior to the commencement of the initial term of this Agreement. New Residential Accounts shall be entitled to service pursuant to the terms of this Agreement immediately.
  - e. **Residential Account List.** A list of Residential Accounts shall be maintained by the City and updated when a new Residential Account begins to receive service.
  - f. **Residential Solid Waste Collection.** Contractor shall provide weekly curbside collection of Solid Waste for Residential Accounts using 95-gallon carts. Contractor shall also collect branches and brush no longer than four (4) feet in length which are securely tied in bundles, which do not exceed sixty-five (65) pounds in weigh, and placed next to the 95-gallon cart from Residential Accounts.
  - i. **Schedule.** Contractor shall coordinate with the City Clerk or authorized designee to minimize the number of days per week curbside collection is conducted and develop scheduled collection routes prior to commencing collection services. Once



established scheduled collection routes shall not be modified without pre-approval by the Hagerman City Council. Curbside collection shall not begin prior to 7:00 a.m. or continue after 9:00 p.m. without the notification and approval of the City Clerk or the authorized designee. Contractor shall make all collections in a quiet and orderly manner and shall refrain from making unnecessary disturbances and noise. In the case of a holiday the collection schedule will resume on the next day immediately following the holidays occurrence.

- ii. **Refusal.** If for any reason the contents of a 95-gallon cart are not collected, Contractor shall attach a tag to the 95-gallon cart explaining the reason therefore and Contractor shall maintain a log or record of such refusals.
- iii. **Interruption of Service.** In cases of interruption of service the City Clerk or authorized designee shall be notified immediately of cause and corrective action.
- iv. **95-Gallon Carts.** Contractor shall provide a 95-gallon cart to each Residential Account at the contractor's expense. The 95-gallon carts shall be uniform in color, equipped with lids, and be in good operable condition. Contractor shall replace any 95-gallon cart damaged by Contractor at Contractor's expense.
- v. **Additional 95-Gallon Carts.** Additional 95-gallon carts shall be provided to Residential Accounts for an additional charge. Any additional 95-gallon carts provided to Residential Accounts shall be maintained as a separate contract between Contractor and the Residential Account and the City is not required to bill Residential Accounts for the additional 95-gallon carts.
- g. **Residential Recycling Collection** (Optional). Contractor shall provide bi-weekly curbside collection of recyclable materials using carts provided by Contractor.
- h. **Additional Services.** Contractor shall provide twelve (12) 95-gallon carts and one (1) 10-yard roll around metal dumpsters at no cost to the City. These carts and dumpsters will be placed at the City Maintenance Shop, the City Hall, the Hagerman City Park, and Hagerman Waste Water Treatment Plant as directed by the City and Contractor shall collect Solid Waste from these carts and dumpsters on a weekly basis at no cost to the City. In addition, between the first day of May and the last day of September, which dates are subject to change upon thirty (30) days written request by the City, Contractor shall provide two (2) 30-yard steel construction roll off containers for use by the City and Contractor shall collect Solid Waste from these roll off containers on as needed basis at no cost to the City. Contractor shall replace any 95-gallon, 10-yard dumpster, or 30-yard roll off container damaged by Contractor at Contractor's expense. Contractor shall also provide and service two (2) handicap and/or two (2) regular port-a-potty restrooms for



use by the City upon request between the first day of October and the last day of May at no charge to the City.

5. **Transportation.** Contractor shall be solely responsible for all sorting, handling, processing, and transportation of Solid Waste and recyclables (optional) collected under the terms of this Agreement. All Solid Waste hauled by Contractor shall be so contained that leaking, spilling, or blowing contents from the vehicle or container is prevented. In the event of any spillage, Contractor shall immediately clean up litter or other deposits. In addition, Contractor may be subject to prosecution for any violations of Idaho Code Section 18-3906. The City shall not be held liable for any instances of fires under any circumstance.
6. **Place of Disposal and Disposal Fees.** Contractor shall haul and dispose, in accordance with applicable federal, state, and local laws, all legally acceptable Solid Waste collected under the terms of this Agreement to the Gooding County Landfill or other facility pre-approved by the City. The landfill charges and tipping fees from the Gooding County Landfill or other approved facility shall be paid by Contractor. Contractor shall segregate the Solid Waste collected under this Agreement from Solid Waste collected from other sources. Following submission of the actual landfill charge and tipping fee invoices to the City, the City will reimburse Contractor for the landfill charges and tipping fees related to the Solid Waste disposed of pursuant to the terms of this Agreement. The City shall reimburse Contractor within 60 days of submission of the invoices. The City is only required to reimburse Contractor for the actual cost of the landfill charges or tipping fees associated with the Solid Waste disposed of under this Agreement and Contractor is not entitled to a mark-up of any kind. In addition, the amount the City is required to reimburse Contractor shall be reduced by the following credits:
  - a. **Credit for Integration of other Solid Waste.** Any integration of Solid Waste collected from other sources with Solid Waste collected under the terms of this Agreement shall result in the City receiving a credit in the amount of the landfill charges and tipping fees associated with the largest load weight reported on that day plus an additional \$250.00.
  - b. **Credit for Additional 95-Gallon Carts.** City shall receive a credit in the amount of the landfill charges or tipping fees related to Solid Waste collected from additional 95-Gallon carts provided to Residential Accounts, which shall be calculated as follows:
    - i. A credit of 230 lbs. per month per each additional cart.
7. **Ownership of Solid Waste and Recyclables (Optional).** Title to Solid Waste and recyclables shall pass to Contractor when placed in Contractor's collection vehicles. The City shall never have title to the Solid Waste, other than Solid Waste generated by the City that is collected under the terms of this Agreement. In accordance with Subtitle C of the Resource Conservation and Recovery Act of 1976, as amended, title to all Hazardous Materials and otherwise prohibited waste remains with the generator. Nothing provided herein limits any recourse Contractor or



the City may have against any generator for disposal of any Hazardous Material or prohibited waste.

8. **Billing.** The City shall continue to conduct the billing and collection of services fees from Residential Accounts. The City shall not be responsible for the billing and collection of service fees related to additional 95-gallon carts provided to Residential Accounts or services other than those provided under the terms of this agreement.
9. **Data Collection and Reporting.** On a monthly basis, Contractor shall provide the following information:
  - a. **Service Problems.** Contractor shall provide a report of any problems reported with regard to the services provided under the terms of this Agreement and any corrective action taken which will include but not be limited to the following information:
    1. Problem, location, time, date and
    2. Cause of problem, corrective action taken, time and date.
  - b. **Landfill Charges and Tipping Fees.** Contractor shall provide landfill charge and tipping fee invoices for all Solid Waste disposed of under the terms of this Agreement.
  - c. **Residential Accounts.** Contractor shall provide a list of Residential Accounts which have received a 95-gallon cart pursuant to this Agreement and are receiving Solid Waste collection service.
  - d. **Additional Carts.** Contractor shall provide a list of all Residential Accounts which have been provided an additional 95-gallon cart.
  - e. **Refusals.** Contractor shall provide a list of Residential Accounts it refused to collect Solid Waste from which shall include the date of refusal and the reason for refusal.
  - f. **Other Information.** Contractor shall provide any other information Hagerman deems necessary for residential billing purposes.
10. **Public Information.** Contractor shall coordinate with the City Clerk or authorized designee to provide and disseminate educational and outreach information regarding Solid Waste collection to the residents of Hagerman. Contractor shall supply the City with printed information regarding Solid Waste collection schedules and requirements.
11. **Personnel and Equipment.**



- a. **Equipment.** Contractor shall furnish a sufficient quantity and quality of vehicles and equipment to collect, transport, and dispose of Solid Waste pursuant to the terms of this Agreement, as well as recyclables at the option of the City. The vehicles shall 1) be clean and uniformly painted, 2) be equipped with warning devices, 3) prevent littering, 4) be sealed to prevent leakage, 5) lawfully registered, and 6) be in good safe running order. Contractor hereby agrees to furnish any and all equipment.
- i. At no time shall Contractor's vehicles or equipment be permitted to leak oils or fuels of any type. Contractor shall immediately clean up any oil or fuel leaks. In the event that Contractor fails to clean-up a spill or leakage within twenty four hours of notice from the City, the City may arrange for and pay the cost of cleaning up said spill or leakage and offset the amount so paid plus an additional \$500.00 against the next scheduled payment to Contractor.
- b. **Personnel.** Contractor shall employ a sufficient number of skilled, trained, and competent personnel to collect, transport, and dispose of Solid Waste pursuant to the terms of this Agreement. Contractor shall also employ a sufficient number of managerial and officer personnel to provide the necessary services described in this Agreement.
- i. **Uniforms.** All of Contractor's employees shall wear uniforms that display the name of the Contractor and identify the individual as an employee of the Contractor.
- ii. **Licenses.** Each of Contractor's employees shall carry a valid operator's license for the type of vehicle they are required to operate.
- iii. **Safety.** Contractor shall provide operation and safety training for all operational personnel.
- iv. **Non-Discrimination and Fair Labor Practices.** Contractor agrees that it has adopted and will maintain and enforce a policy of fair labor and non-discrimination in accordance with applicable federal and state laws including but not limited to the Fair Labor Standards Act and Americans with Disabilities Act, as such laws may be amended, and shall be responsible for the public conduct of all of Contractor's personnel when acting within the scope of their employment. Contractor shall not discriminate in any manner against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability, which if needing accommodation, may be reasonably accommodated as required by law.
- v. **Drug Free Workplace.** Contractor shall maintain a drug free workplace policy.



- vi. **Public Service.** Contractor acknowledges that it is performing a public service and shall require its employees and agents to act in a respectful manner while providing services pursuant to the terms of this Agreement.
- vii. **Independent Contractor.** It is expressly understood and agreed that Contractor and any of its employees, agents, or approved subcontractors shall perform all work and service described herein as an independent contractor and not as an officer, agent, servant, or employee of the City. Contractor shall have exclusive control of and exclusive right to control the details of the services and work performed hereunder, and all persons performing the same. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and approved subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and Contractor.

**12. Payment to Contractor.** On a monthly basis, the City shall pay Contractor a sum equal to the number of Residential Accounts found on the Residential Account List at the end of the previous month multiplied by the applicable price per month identified on Exhibit B – Residential Account Rate Schedule.

- a. **Price adjustment.** Any price adjustments other than those described in Exhibit B – Residential Account Rate Schedule will be made only for uncontrollable costs such as revised laws, ordinances, or regulations or extraordinary fuel price increases and shall require pre-approval from the Hagerman City Council and written amendment to this Agreement.

**13. Legal Requirements.** The Contractor shall comply with the applicable laws of the State of Idaho, the rules and regulations promulgated there under; the ordinances, rules and regulations of the City; and with all other federal, state and local laws, regulations, standards, ordinances, orders and decrees applicable to the business and activities of the Contractor, including but not limited to those concerning the collection, transportation, manifesting, storage, treatment, recycling, and/or disposal of solid, toxic or hazardous materials to the extent the same are applicable to the business and activities of Contractor under the terms of this Agreement. Contractor shall indemnify and defend the City for any loss, expense or damage of any type experienced by the City as a result of Contractor's failure to comply with applicable laws.

**14. Licenses.** Contractor shall be responsible for obtaining all federal, state, and local permits or licenses required for the operation of its business in the City of Hagerman and in the State of Idaho, including but not limited to permits required under any federal, state or local law, regulations, standards, ordinances, orders and decrees concerning the collection, transportation, manifesting, storage, treatment, recycling, and/or disposal of solid, toxic or hazardous materials to the extent applicable to the business and activities of Contractor under





the terms of this Agreement. Contractor shall obtain all such permits and licenses prior to the commencement of the initial term hereof.

**15. Insurance.** Contractor shall maintain all applicable insurance in such amounts and form as provide in this section. Contractor further agrees to provide evidence of such insurance within ten (10) days from notice of award. Contractor must provide Certificates of Insurance to the City before commencing any work pursuant to this Agreement.

**a. Required Insurance Levels.** Contractor shall maintain in full force and effect at its sole expense the following insurance, with limits on an occurrence basis no less than those shown below:

i. Comprehensive General Liability and Property Damage Insurance:

Minimum Limits

Bodily Injury	\$2,000,000.00
Property Damage	\$2,000,000.00

ii. Automobile Liability:

Minimum Limits

Bodily Injury	\$2,000,000.00
Property Damage	\$2,000,000.00

iii. Employer's Liability Insurance covering each employee in the execution of the work to the extent such employee is not covered by worker's compensation:

Minimum Limits

Per Accident	\$2,000,000.00
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**b. All Operations.** The insurance requirements stated in Subsection 15(a) shall cover all services provided by Contractor including but not limited to all Solid Waste collection and trash receptacle emptying and maintenance.

**c. Additional Insured.** Contractor's certificates of insurance shall name the City of Hagerman, its officials, employees and agents as additional named insured and shall be endorsed to specify such policies cover the liability assumed by Contractor under the terms of this Agreement. Such insurance shall provide at least thirty (30) days written notice to the City before such policy is suspended, cancelled, amended, or terminated.

**d. Notification.** Each policy of insurance shall contain an endorsement stating that such policy shall not be altered or canceled by the insurance company or Contractor without thirty (30) days written notice of such intended alteration or cancellation to the City.

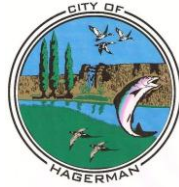




- e. **Worker's Compensation.** Contractor shall secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho. Contractor shall certify that it's aware of the provisions of the labor laws of the State of Idaho requiring every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of such law, and Contractor will comply with such provisions before commencing the performance of services under the terms of this Agreement.

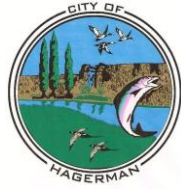
**PROVISION OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE CONTRACTOR IN THE CONTRACT AWARDED, OR FOR WHICH THE CONTRACTOR MAY BE LIABLE BY LAW OR OTHERWISE.**

- 16. **Other Payments, Taxes, Expenses.** Except as may be specifically agreed upon by the City and Contractor in writing, Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided under the terms of this Agreement. The City and Contractor further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees, with the exception of reimbursement of landfill charges and tipping fees addressed in Section 6. It is expressly understood and acknowledged by the City and Contractor that the fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The City and Contractor further recognize that the Contractor is an independent contractor of the City and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expenses whatsoever. In the event that Contractor is deemed not to be an independent contractor by any local, state or federal government agency, Contractor agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including but not limited to, attorneys' fees, incurred thereby.
- 17. **Indemnification.** The Contractor and its employees are independent contractors and are not, under this Agreement, employees or agents of the City. Contractor hereby acknowledges and agrees that Contractor shall be responsible for and indemnify, defend and hold the City, its agents, employees, and insurers harmless against any and all claims, demands, causes of actions, suits, losses, liabilities, damages, costs and expenses, including attorney fees and any cost incurred by the City in defending any such claim, that may accrue, directly or indirectly, by reason of any act or omission on the part of Contractor, its agents, employees, assigns or anyone subcontracting with Contractor related to the collection, transportation, and disposal of Solid Waste as provided under this Agreement, the provision of any service or duty under this Agreement, or for any failure of the materials supplied by Contractor under this Agreement.



Contractor hereby acknowledges and agrees that Contractor shall be responsible for and indemnify, defend and hold the City, its agents, employees, and insurers harmless against any and all claims, demands, causes of actions, suits, losses, liabilities, damages, costs and expenses, including attorney fees and any cost incurred by the City in defending any such claim, however arising or incurred, for damage that may occur to Contractor's property or property of third parties that is being stored and/or maintained and/or used by the Contractor in the provision of any service or duty under this Agreement.

- 18. Equitable Relief.** In the event of a breach or a threatened breach by Contractor of any provision of this Agreement, Contractor recognizes the substantial and immediate harm that a breach or threatened breach will impose upon the City of Hagerman, and further recognizes that in such event monetary damages will be inadequate to fully protect the City of Hagerman. Accordingly, in the event of a breach or threatened breach of this Agreement, the Contractor consents to the City's entitlement to such ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Contractor from further breaching any of his obligations set forth herein. The Contractor expressly waives any requirement based on any statute, rule of procedure, or other source, that the City of Hagerman posts a bond as a condition of obtaining any of the above-described remedies. Nothing herein shall be construed as prohibiting the City of Hagerman from pursuing any other remedies available to the City of Hagerman at law or in equity for such breach or threatened breach, including the recovery of damages from the Contractor.
- 19. Liquidated Damages.** In view of the difficulty of ascertaining a loss, which the City will suffer by reason of breach in the performance of the requirements stated in this Agreement, the City may assess liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day for discontinuance of the collection, transportation, and disposal of Solid Waste under the terms of this Agreement for more than seventy-two (72) hours beyond the scheduled day, after written notice, for any reason, except for causes beyond the control of Contractor, and except for situations covered by Section 20.
- 20. Emergency Declaration.** The City and Contractor recognize that the public health, safety and welfare may be endangered by any disruption of the Solid Waste collection system. Therefore, the City and Contractor agree in the event Solid Waste collection is interrupted for more than ninety six (96) hours, the City shall have the authority and be entitled to declare a public emergency, and shall have the right to take temporary possession of Contractor's equipment and facilities for the purpose of continuing the service that the Contractor has agreed to provide, in which case the City shall notify the Contractor and schedule a hearing at least twenty four (24) hours before taking temporary possession of Contractor's equipment and facilities. The City shall have the right to retain possession of Contractor's equipment and facilities until Contractor can demonstrate to the reasonable satisfaction of the City that the service required under this Agreement can be resumed. During any period that the City has temporarily assumed



the obligations of Contractor, the City shall be entitled to all revenue. The City shall pay to Contractor reasonable rental for the facilities and equipment, and other property used by the City in the performance of Contractor's obligations.

## 21. Termination.

- a. **Termination for Convenience of City.** The City, in its sole discretion, may terminate this Agreement at any time by giving notice in writing to Contractor, when the City determines such action to be in its best interest. If the Agreement is terminated by City has provided herein, the City's obligations under this Agreement shall cease and the City and Contractor shall each be released from further performance under the Agreement without any liability or penalty to the other. The City shall be liable to Contractor only for payment for services actually provided prior to the effective date of such termination. If this Agreement is terminated due to the fault of Contractor, Section 21(c) shall apply.
- b. **Termination upon Non-appropriation of Funds.** This Agreement shall be contingent upon the City receiving and appropriating the necessary funding to cover its financial obligation under this Agreement. In the event that such funding is not received or appropriated, this Agreement shall terminate and the City's obligations under this Agreement shall cease and the City and Contractor shall each be released from further performance under the Agreement without any liability or penalty to the other. The City shall be liable to Contractor only for payment for services actually provided prior to the effective date of such termination.
- c. **Bond Payment.** In the event of termination of this Agreement due to the failure of Contractor to perform any of the duties or responsibilities set forth in this Agreement, the surety providing the performance bond, if applicable, shall undertake or cause to be undertaken the work required to be performed pursuant to this Agreement for the remainder of the term of this Agreement and notwithstanding Subsection 2(b) this Agreement shall not renew.

- 22. **Security.** Contractor shall provide and maintain during the term of this Agreement and any subsequent renewal period security in the form a performance bond or irrevocable letter of credit ("Security") for the use and benefit of the City and in a form acceptable to the City. The Security shall cover Contractor's failure to faithfully perform all of the provisions of this Agreement. The Security shall contain appropriate recitations that it is issued pursuant to this to this Agreement and that it shall be construed to meet all requirements of this Agreement. The performance bond or irrevocable letter of credit shall be issued by a surety company or a

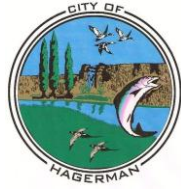


financial institution authorized to do business in the State of Idaho, acceptable to the City and in the amount of \$100,000.00. Contractor shall submit the Security to the City Clerk, City of Hagerman, 191 N. State Street, P.O. Box 158, Hagerman, Idaho 83332.

**23. Non-Assignment.** Contractor shall not assign, transfer, sublet, convey, or otherwise dispose of this Agreement or the rights, title, or interests to the same or any part thereof without the prior written consent of the City, which consent the City may withhold for any or no reason. There shall be no subcontracting without the express written consent of the City. In the event of an authorized assignment or subcontract, the assignee or subcontractor shall acknowledge in writing its assumption of all appropriate duties hereunder and agree to be bound by the terms of this Agreement.

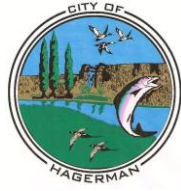
**24. Miscellaneous Provisions.**

- a. **Section Headings.** The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any of the provisions of this Agreement.
- b. **Provisions Severable.** Every provision of this Agreement is intended to be severable. If any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement. If any of the provisions of this Agreement shall be held to be unenforceable or unconstitutional, the remaining provisions shall nevertheless be enforceable.
- c. **Rights and Remedies are Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its right to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have at law, statute, ordinance, or otherwise.
- d. **Set-Off.** In the event that Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed the Contractor against any compensation due to Contractor for the provision of the services pursuant to the terms of this Agreement.
- e. **Attorney Fees.** In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney fees incurred therein, whether or not a lawsuit is actually filed and on any appeals, and in any bankruptcy proceeding.



- f. **Successors and Assigns.** This Agreement and the terms and provision hereof shall inure to the benefit of and be binding on the heirs, personal representatives, successors and assigns of the parties hereto.
- g. **Entire Agreement.** This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- h. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Idaho.
- i. **Jurisdiction and Venue.** Any suit to enforce the terms of this agreement or for remedy for breach hereof shall be brought exclusively in the courts of the State of Idaho for Gooding County and the parties expressly consent to the jurisdiction thereof and waive any right that they may otherwise have to bring, transfer or remove such suit in or to the courts of any other jurisdiction.
- j. **Preparation of Agreement.** No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this document.
- k. **No Waiver.** No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- l. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- m. **Amendment.** No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.
- n. **Notices.** All notices and demands of any kind which either party hereto may be required or desires to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal service, or by leaving a copy of such notice of demand at the address hereinafter set forth, whereupon service shall be deemed complete, or by mailing a copy thereof by certified or registered mail, airmail if the address is outside the state in which the same is mailed, postage prepaid, with return receipt requested addressed as follows:

**City:** City of Hagerman  
c/o City Clerk  
191 N. State Street  
P.O Box 158



Hagerman, Idaho 83332

**Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- o. Effective Date.** This Agreement shall be in full force and effect upon its execution by all parties hereto.

This space intentionally left blank.

**“City”**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**City of Hagerman**

By: \_\_\_\_\_  
Jared Hillier, Mayor

ATTEST:

\_\_\_\_\_  
Ashley Cook, City Clerk

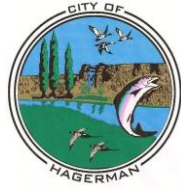
**“Contractor”**



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CONTRACTOR**

By: \_\_\_\_\_



### Exhibit B – Residential Account Rate Schedule.

Year	Beginning	Ending	Price per Residential Account Solid Waste
1			\$
2			\$
3			\$
4			\$
5			\$
6			\$
7			\$
8			\$

Year	Beginning	Ending	Price per Residential Account Recyclables
1			\$
2			\$
3			\$
4			\$
5			\$
6			\$
7			\$
8			\$