



WASTE TIRES REMOVAL AND RECYCLING SERVICES
FOR CITY OF KENOSHA DEPARTMENT OF PUBLIC WORKS - WASTE
LOCATED AT THE BULK & RECYCLING DROP-OFF SITE,
1001 50TH STREET, KENOSHA, WI. 53140.
PROPOSAL NO. 10-21

City of Kenosha
Finance Department
625- 52nd Street, Room 208
Kenosha, WI. 53140-4186

Work Defined: Furnish all labor, supervision, and equipment to provide to the City of Kenosha, WASTE TIRES REMOVAL AND RECYCLING SERVICES at its Bulk & Recycling Drop-Off Site (Site) located at 1001 50th Street, Kenosha, Wisconsin, 53140 for the time period described and per the specifications that follow.

Fully completed Proposals shall be sealed and will be accepted by the City of Kenosha, Wisconsin, in the Finance, Municipal Office Building, Room 208 625- 52nd Street, Kenosha, Wisconsin until 2:30pm. on Tuesday, November 23, 2021.

Proposal and ancillary information must be submitted on required form(s) and returned in a sealed envelope marked with the project name. Response received after deadline will not be considered.

Signatures and dates will be required where indicated on said forms.

Any faxed proposals or other electronically communicated submission will not be accepted or considered.

The City reserves the right to accept or reject any or all quotations or to accept the response considered to be the most advantageous to the City.

The City is exempt from Federal Excise Tax and State Sales Tax and therefore, submitted quotations should be made exclusive of any tax. If Vendor assesses a fuel surcharge or any other charge exclusive of the unit prices quoted, those charges need to be stipulated on the quotation form.

Insurances: Vendors shall carry insurance policies that meet the following minimum requirements:

1. Commercial General Liability: General Aggregate- Two Million (\$2,000,000) Dollars; Each Occurrence- One Million (\$1,000,000) Dollars.
2. Automotive Liability: Single-Limit Coverage- One Million (\$1,000,000) Dollars.
3. Worker's Compensation: Statutory Limits.

4.Umbrella Liability: One Million (\$1,000,000) dollars over primary coverage (policy shall not contain exclusions differing from those set forth in the Commercial General liability policy).

5.Contractor's Pollution Legal Liability: One Million (\$1,000,000) Dollars.

A copy of the Certificate of Insurance in force must be provided with quotation.

Coverages shall be verified by a Certificate of Insurance from successful Vendor issued to the City as a Certificate Holder and shall provide endorsement that should any policy(ies) be canceled prior to expiration date, the issuing insurer will mail thirty (30) days written notice to the Certificate Holder.

City shall be named as an Additional Insured with respect to coverages and shall be provided with an endorsement, in a form satisfactory to City, certifying the City as an Additional Insured by successful Vendor. Vendor's policy is to be primary and non-contributory.

Site inspections prior to submittal of the quotation can be made by coordinating with Keir Powell, at 1001 50TH STREET, KENOSHA, WI. 53140. Please schedule by calling or emailing Keir at the following.

Questions regarding this solicitation can be directed to Keir Powell, Superintendent of the Waste Division at 262-653-4050 or KPOWELL@KENOSHA.ORG.

Questions regarding the proposal process should be directed to Lemuel Gomez, Purchasing Coordinator at (262) 653-4186 or KENOSHA.PURCHASING@KENOSHA.ORG.

CITY OF KENOSHA
WASTE TIRES REMOVAL AND RECYCLING SERVICES
PROPOSAL NO. 10-21

1.1 Notice & Background

The City of Kenosha seeks proposals to continue its existing program for the removal, hauling, processing and marketing / recycling of waste tires collected at the City's Waste Division Bulk and Recycling drop off site location, 1001 50TH Street, Kenosha, Wisconsin. In 2020, the City collected approximately **204** tons of tires. (YTD FOR 2021 – **168** TONS)

The City wishes to enter into contract with a firm willing to provide a collection storage trailer, transport, process, and market / recycle collected waste tires. The services being sought are for a one (1)– year period. The contract period may be extended or renewed for subsequent and multiple one-year periods upon written agreement of both parties up to an additional five (5) years.

The requested services is projected to begin January 1, 2022.

No proposal bond or performance bond is required for this project.

The City of Kenosha reserves the right to reject without cause any and all proposals, and waive any informality relative to proposals and accept any proposal deemed advantageous to the City of Kenosha.

1.2 Instructions

The City of Kenosha will be accepting proposals through 2:30 pm CST November 23, 2021.

Proposals submitted in response to this RFP shall be mailed to the following:

City of Kenosha
Finance Department
625- 52nd Street, Room 208
Kenosha, WI. 53140-4186

Proposals must be clearly marked with the following notations Waste Tire Removal and Recycling Proposal NO. 10-21. If mailing bids, Please mark the envelope with this notation.

CITY OF KENOSHA
WASTE TIRES REMOVAL AND RECYCLING SERVICES
PROPOSAL NO. 10-21

SPECIFICATIONS

The City of Kenosha Department of Public Works- Waste Division seeks to contract with a qualified bidder for WASTE TIRE REMOVAL AND RECYCLING SERVICES. Qualified bidder shall have no less than three (3) years experience in the business of used tire collection, transport, and processing/recycling. The following services are required:

General Specifications

2.1 Waste tires as used in this request includes, but is not limited to, compact tires, passenger tires, light truck tires, Municipally-Generated off-road, semi and heavy duty, vehicle tires and tires with rim. The contractor shall agree to accept the various tires as collected by the City.

The Contractor shall provide all equipment necessary to collect, transport, and process/recycle waste tires from the City of Kenosha, located at 1001 50th street, Kenosha, WI. 53140 on an “as needed” basis. There are approximately 200 tons of tires collected annually. The City personnel will load the Contractor’s trailer in advance and accept delivery of contractor’s empty trailer.

2.2 Requirements of Contractor

The Contractor agrees to the following requirements:

- Provided all the necessary personnel and equipment to transport waste tires.
- Provide trailer sizes ranging between forty-five (45’) to fifty-three feet (53’) in length and left on-site until full.
- Guarantee a collection time of no longer then two (2) business days after receiving a request from the City for collection.
- Pick up waste tires on the following days and times:
Monday through Friday between 8:00AM and 2:00PM.
Exceptions include the following holidays: New Year’s Day; ML King Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve Day; Christmas Day, and New Year’s Eve Day.
- Prepare and send to the city a monthly invoice or payment that clearly lists the loads of waste tires collected, date and time, the cost per load, tonnage of each load, and the total cost to the city.
- Maintain an annual State of Wisconsin license for the transport of waste tires.
- Manage the facility or facilities where waste tires will be transferred, stored and/or processed in accordance with all applicable state and federal laws that regulate waste tire recycling.
- Maintain end markets for tires processed by the contractor for the duration of the contract with the City.
- Contractor shall have a weighing system to measure and record all incoming waste tires. Contractor’s scale should be certified annually.

- Guarantee that no portion of the processed tires will be disposed of in any landfill or other waste facility, or used as daily cover at any landfill. This excludes the portion of the tire not being utilized by end market users.

2.3 Requirements of the City

The City shall agree to the following requirements:

- Provide a suitable storage area at the site listed for Contractor's trailer.
- Contact the selected contractor when waste tires are ready for collection: or Set up a regular collection schedule, whichever is agreed upon between the City and the Contractor.
- Pay contractor within 30 days of approved invoice.

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SECTION 3 – PROPOSAL SUBMITTAL

No certified or cashiers check or applicant's bond will be required, but applicant must submit satisfactory evidence of the ability to provide specified services. Omission of any standard information shall not alleviate the proposing firm from the responsibility of furnishing complete and satisfactory services that are currently offered in commercial trade.

Proposal must contain the following minimum specifications and requirements arranged in order. Proposals may include additional information deemed pertinent by the applicant. The City will not evaluate or consider proposals missing one or more of the following submission materials.

3.1 Professional Qualifications

- Applicant name, address, phone, contact person, and email.
- Documentation of applicant's experience and capabilities in waste tire removal and recycling services. A list of area or Municipalities in the state of Wisconsin for which the contractor provided services for a period of at least one year within the last three years. References from similar projects or contracts with other clients. Include the client name, contact person, address, phone number, and email address.
- Indication of any services the contractor intends to subcontract. A "Letter of Commitment" to perform such services, for the length of the contract with the City, must be submitted by any and all subcontractors. As part of this "Letter of Commitment", the subcontractor must indicate any and all fees to be charged the contractor for services performed.

3.2 Licenses & End Markets

- Contractor and/or subcontractor must submit a copy of the State of Wisconsin Solid Waste Facility Operation License, or a "Letter of Intent" to obtain a license for the facility at which waste tires will be transferred, stored and/or processed. If the City selects a contractor who has submitted documentation of intent to obtain a license, contractor must submit official State of Wisconsin license on or before the date that services begin. Contractor must maintain annual State of Wisconsin facility license.
- Contractor and/or subcontractor must submit a copy of the State of Wisconsin Transportation Service License, or a "Letter of Intent" to obtain a license for the transportation of waste tires collected. If the City selects a contractor who has submitted documentation of intent to obtain a license, contractor must submit official State of Wisconsin license for waste tire transport on or before the date that services begin. Contractor must maintain annual State of Wisconsin transportation service license.
- Contractor must provide information regarding end markets for tires processed by contractor, including a "Letter of Commitment" from all potential end-users indicating a willingness to accept processed tires from the contractor and how the processed tires will be utilized. Included should be information regarding the approximate percentage or specific parts of each tire processed that will be utilized.

3.3 Cost Proposal

- Complete Cost of Service form, attached.
- Provide a cost per load waste tires.
- Note any limitations on tire sizes which will be accepted.
- Note any limitations on acceptance of tire with rim. Must accept per proposal.
- The City of Kenosha is exempt from Federal and State sales tax and will furnish a statement of exemption upon request.

3.4 Proposed Service Agreement

Successful applicant will be required to enter into contract for the services identified in the RFP. Applicant agrees that all information submitted, including price information, is guaranteed through the term of any contract resulting from this proposal process.

A sample contract is provided for applicant's review. Modifications to the sample contract should be noted with submittal. If no modifications to the sample contract are submitted, successful applicant will be expected to accept sample contract language verbatim.

3.5 Declaration of Proposal Terms and Agreement

Completion of Declaration of Proposal Terms and Agreement, attached.

3.6 Insurance

Applicant must submit proof insurance to be maintained for the duration of any contract entered into with the City. The City requires the insurance coverage:

1. Commercial General Liability: General Aggregate- Two Million (\$2,000,000) Dollars; Each Occurrence- One Million (\$1,000,000) Dollars.

2. Automotive Liability: Single-Limit Coverage- One Million (\$1,000,000) Dollars.

3. Worker's Compensation: Statutory Limits.

4. Umbrella Liability: One Million (\$1,000,000) dollars over primary coverage (policy shall not contain exclusions differing from those set forth in the Commercial General liability policy).

5. Contractor's Pollution Legal Liability: One Million (\$1,000,000) Dollars.

The City of Kenosha requires that the City shall be named as a certificate holder for such insurance and shall be notified within 5 days if such insurance lapses or becomes inoperative or is canceled for any reason whatsoever.

3.7 Questions and Additional Information

Questions regarding this Request for Proposal can be directed to:

Keir Powell, Superintendent
Waste Division
625 52nd Street Room 305
Kenosha, WI 53140

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COST OF SERVICE

1. Contractor should state the price to be charged to the City for each trailer load of tires by the categories below. In addition, Contractor must state any price credits or revenues to be received by the City for each load of tires collected by the contractor.
Contractor must accept tire with rim.

Base Cost \$ _____

Revenues or Credits \$ _____

Net Cost \$ _____

2. Contractor should list below any and all tires he/she is unwilling to accept:

Type of Tires	Willing to Accept?
Example: Tractor Tires	Yes(note: extra charge will be applied)

3. Contractor must indicate approximate percentage of each processed tire to be beneficially reused, the specific type of beneficial reused, and list the percentage of tires which will not be beneficially reused (if applicable) in the table below.

Beneficially Reused	Percentage
Example: Playground Material	10%
Not Beneficial Reused	Percentage

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DECLARATION OF PROPOSAL TERMS AND AGREEMENT

The undersigned applicant, submitting this proposal, hereby declares and agrees with all the terms, conditions and requirements of the within and foregoing proposal, and the printed specifications attached hereto:

SUBMITTED BY _____, APPLICANT

ADDRESS _____

City _____ State _____ Zip _____

BY _____

DATE _____

The undersigned applicant, having full authority submitting this proposal, hereby declares and agrees to address all aspects of necessary components as listed here in accordance with all terms, conditions and requirements of the within and foregoing proposal.

NAME

ADDRESS

City _____ State _____ Zip _____

DATE _____

AUTHORIZED SIGNATURE _____

AGREEMENT

By and Between

CITY OF KENOSHA

And

FOR WASTE TIRE REMOVAL AND RECYCLING SERVICES

THIS Agreement, made and entered into this _____ day of _____, 20__ by and between the City of Kenosha (hereafter referred to as the “City”) and _____, (hereafter, the “Contractor”).

WITNESSETH

WHEREAS the City collects waste tires from residents and wishes to dispose of those tires and waste tires from City owned vehicles in an environmentally appropriate manner; and

WHEREAS, City provides its residents with a program for the recycling of certain materials; and

WHEREAS, Contractor has the means and facilities to collect and properly dispose of waste tires.

NOW, THEREFORE, in consideration of the promises, agreement, undertakings and understandings hereinafter set forth, the City and the Contractor do agree as follows:

1. Requirements/Obligations of Contractor.

Contractor agrees to:

- a. Provide all necessary personnel and equipment to transport waste tires collected by City.
- b. Provide a trailer between 45 feet and 53 feet in length to City’s Bulk and Recycling Site at 1001 50th Street, Kenosha (“Site”) for the collection of waste tires.
- c. Collect waste tires within two (2) business days of City’s request to collect the tires or pursuant to an agreed upon schedule. Contractor will collect the waste tires Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. Notwithstanding the forgoing, no collection will occur on the following holidays: New Year’s Day, ML King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day, Christmas Day, and New Year’s Eve Day.
- d. Invoice the City monthly. The invoice is to include for each load collected (i) the date and time of collection, (ii) tonnage per load, (iii) and total cost.

- e. Maintain an annual State of Wisconsin license for the transport of waste tires. Contractor agrees to provide City a copy of the license upon request by the City.
- f. Maintain a facility or facilities where waste tires will be transferred, stored and/or processed in accordance with all applicable state and federal laws and regulations.
- g. Contractor will not dispose of any processed tires in any landfill or waste facility nor will it provide tires for use as daily cover at any landfill. Any portions of tires not utilized by end market users are exempt from the forgoing prohibition.

2. Requirements/Obligations of City.

City agrees to:

- a. Provide a suitable storage at its Site for Contractor's trailer.
- b. Pay Contractor within thirty (30) days of receipt of Contractor's invoice.

3. Term.

The term of this Agreement shall be for a period of one (1) year commencing January 1, 2022, and ending December 31, 2022. Upon written agreement of the parties executed no later than 90 days prior to the end of the term or additional term, as the case may be, the Agreement may be extended for an additional one-year term up to an additional five (5) years. In no case shall this Agreement extend beyond December 31, 2027.

4. Compensation.

City agrees to pay Contractor _____. City may withhold any payments to Contractor for the purpose of set-off of such payments, against unsatisfied obligations of Contractor or damages sustained by City.

5. Independent Contractors, Workers', and Unemployment Compensation.

Contractor acknowledges that it is an independent contractor and that its employees and agents are not the employees of the City for purposes of Worker's and Unemployment Compensation or any other purpose. The Contractor is responsible for Worker's and Unemployment Compensation with respect to its employees.

6. Assignment and Subletting.

Except for assignment to an affiliate ("affiliate" means another legal entity with 100% common ownership with Contractor), the Contractor shall not assign, sublet or transfer any interest or obligation in this Agreement without the prior written consent of City.

7. Breach and Termination.

If through any cause either party shall fail to fulfill in timely and proper manner its material obligations under this Agreement the non-defaulting party shall give written Notice of Breach to the defaulting party, identifying the breach and specifying the corrective action to be taken within a reasonable specific time. If the defaulting party fails to take such corrective action the non-defaulting party shall have the right to terminate this Agreement by giving a thirty (30) day written Notice to the defaulting party of such termination and specifying the effective date thereof. Should the non-defaulting party waive its right to terminate this agreement for cause on one or more occasions, such waiver shall not preclude the non-defaulting party from exercising such right at any time in the future. There shall be no other termination or cancellation of this Agreement during its term, without the prior written consent of both parties unless specifically permitted otherwise herein.

8. Indemnification.

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the City, its boards, commissions, agencies, officers, employees and representatives from and against any and all liability, judgments or claims for damages, losses, expenses, death or injury to persons, or property, relating to, or resulting from: (i) Any violation of any provision of this Agreement by the Contractor or its agents, employees, officers, directors, consultants and shareholders; or (ii) any act, neglect, omission, conduct, event or occurrence whether negligent, willful or otherwise, of the Contractor or its agents, employees, officers, consultants, directors and shareholders in connection with the Contractor's services required under this Agreement. The provisions of this section shall not apply to any liabilities, losses, charges, costs, or expenses to the extent caused by or resulting from the willful acts or willful omissions or neglect of the City, its agencies, boards, commissions, officers, employees or representatives. The expenses recoverable as a part of the Contractor's indemnity obligations under this section shall include, without limitation, all reasonable attorneys fees and any cost incurred by the City in the enforcement of the provisions of the Contractor's indemnity obligations. All of Contractor's indemnity obligations in this agreement shall survive the expiration or earlier termination of this Agreement.

9. Insurance.

The Contractor shall procure and maintain, during the term of this Agreement the insurance policies hereinafter specified. The Client shall be named as an additional insured on the General Liability and Umbrella policies. The Contractor shall provide the Client with a copy, in a form satisfactory to Client, of the additional insured endorsement. The Contractor's policy is to be primary and non-contributory. The Service Provider, prior to executing this Agreement, shall furnish a Certificate of Insurance indicating compliance with the foregoing and proof of payment of any premium to the Director of Public Works for approval. The insurance policy or policies shall contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, the Client will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason the insurance coverage required herein lapses, the Client may declare this Agreement terminated as of the date no valid insurance policy was in effect. Certifications of policy renewals shall be

furnished to the Client throughout the term of this Agreement. The insurance requirement provided in this Section 9 shall not be construed to conflict with the obligations of the Contractor in Section 8.

The following insurance must be in effect and continue in effect during the term of this Agreement in not less than the following amounts:

- a. Commercial General Liability:
 - General Aggregate – Two Million (\$2,000,000) Dollars
 - Each Occurrence – One Million (\$1,000,000) Dollars
- b. Automotive Liability:
 - Single – Limit Coverage – One Million (\$1,000,000) Dollars
- c. Worker’s Compensation:
 - Statutory Limits
- d. Umbrella Liability:
 - One Million (\$1,000,000) Dollars over primary coverage
 - (policy shall not contain exclusions differing from those set forth in the Commercial General liability policy)
- e. Contractor’s Pollution Legal Liability:
 - One Million (\$1,000,000) Dollars

10. No Waiver.

No extension of time, forbearance, neglect or waiver with respect to anyone or more of the covenants, obligations, terms or conditions of this Agreement shall be construed as a waiver of any of the other covenants, obligations, terms or conditions of this Agreement, nor shall any extension of time, forbearance or waiver in any one of more instances is to be construed to be a waiver or estoppel in any subsequent instance.

11. Nondiscrimination.

During the term of this Agreement, the Contractor agrees not to discriminate against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment on the basis of race, religion, sex, handicap, national origin, age, cultural differences, sexual preference, marital status, or physical appearance. Nondiscrimination will include equal opportunity employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. The Contractor agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination policies of Contractor.

12. Notices.

Any notice required to be given to any party to this Agreement shall be in writing and delivered

either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail, return receipt requested.

If to City:	Director of Public Works Municipal Building, Room 305, 625 52nd Street, Kenosha, Wisconsin 53140
with copies to:	City Clerk/Treasurer, Municipal Building, Room 105, 625 52nd Street, Kenosha, Wisconsin 53140
and:	City Attorney Municipal Building, Room 201 625 52nd Street Kenosha, Wisconsin 53140
If to Contractor:	x x x

13. Law.

The interpretation of this Agreement will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.

14. Force Majeure.

Neither party shall be liable for any failure of performance hereunder (excluding the failure to make payments when due) due to causes beyond its reasonable control and despite its reasonable efforts, including, without limitation, acts of God, fire, flood, strikes, lockouts, civil disturbance, order of any government, court or regulatory body claiming jurisdiction, act of public enemy, war, riot, sabotage, blockage, embargo, or material shortage, tornado or other natural disaster. In the case of the occurrence of an event of force majeure, the dates and schedules specified hereunder shall be suspended until such event can be remedied.

15. Severability.

If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and terms of this Offer shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

16. Amend In Writing.

This Agreement and its terms, provisions, covenants and conditions may not be amended, changed, altered, modified or waived except by an express instrument in writing signed by the parties.

17. Representation of Authority to Enter into Agreement.

Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

Signature pages follow

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and approved on the date written by their authorized officers or representatives.

**CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation**

By: _____
JOHN M. ANTARAMIAN, Mayor

Date: _____

By: _____
MATT KRAUTER, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 20____, John M. Antaramian, and Matt Krauter, of the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is:_____

By: _____

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

 Personally came before me this _____ day of _____, 20____,
_____, of _____, a
_____, to me known to be such
_____ of said _____,
and acknowledged to me that he executed the foregoing instrument as such officer as the agreement of
said limited liability company, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____