

**DOWNERS GROVE TOWNSHIP
RFP QUESTIONS/ANSWERS**

Please find below Downers Grove Township's (Township) answers to the comprehensive list of questions from all parties interested in submitting a proposal in response to the Township's Request for Proposal (RFP) from qualified companies seeking to be the exclusive provider of curbside solid waste, yard waste, and recyclable hauling services to residents of the unincorporated areas of the Township.

1. Can you provide a map detailing the Township and the locations of the HOA's and subdivisions?

Answer: Color maps of the Residential Areas of the Township have been added to the RFP packages and are available on the Township website for download. The color maps provided do not show the locations of *all* the Homeowner Associations (HOAs) located in the Township. A complete list of HOAs is listed in Exhibit B to the RFP, and you may contact the HOAs not identified on the color maps to determine locations.

2. Can you please provide a list of zip codes for the Township?

Answer: The zip codes included within Downers Grove Township boundaries are: 60515, 60516, 60517, 60559, 60527, 60439, 60514, 60521, and 60561. See also the color maps for the Residential Areas of the Township referenced in Question 1.

3. (a) Is the term one-year with (2) one-year automatic renewals for a total of (3) years? (b) How are automatic renewals determined? (c) Is the Township open to longer bids?

Answer:

(a) The contract term is for one-year with (2) one-year automatic renewals for a total of three years. The term meets the minimum length for new contracts and will be for a total of three years provided all terms and conditions of the Contract are met. See below for the language set forth in the RFP on page 7, Section O.

“Term: The Contract shall have a one-year term with automatic annual renewal, subject to the terms and conditions set forth herein, for a total of three (3) years.”

(b) Prices will be negotiated and fixed for year (1) and for each automatic renewal at the time of execution of the contract. The negotiated prices shall remain fixed for the duration of the Term. Automatic renewals will be determined by the Township annually in advance and will occur provided that the refuse service provider has met the terms and conditions of the contract. The Township can terminate the Contract for non-performance at any time. See below for the language set forth in the RFP on page 7 and page 8, Section O.

“Default/Penalties: The Contract shall contain detailed service requirements. Contractor's failure to meet these requirements will result in remediation, penalties, and/or termination.”

“Fixed Prices: All prices proposed, including any adjustments, will be determined and finalized prior to the inception of the Contract and shall remain fixed for the duration of Term.”

(c) The bid specifications require a bid for a contract term of one-year with (2) automatic renewals. Bid packages including the responsive bid for one-year with (2) automatic renewals may also include a supplemental bid for a longer term of service attached to the primary bid as a supplemental addendum.

4. Is the Opt Out option included only under Category 2 or is it included in both Categories?

Answer: The Opt Out option is included only under Category 2. See the language set forth in the RFP, page 9, Section 4A(1).

(1) **“Category 1 – Mandatory Participation.** All residents of the unincorporated areas of the township shall participate in one of the following plans:

- (a) a flat fee for unlimited hauling;
- (b) a flat fee for limited hauling; and
- (c) a fee-based sticker program.
- (d) a two cubic yard roll off dumpster

(2) **Category 2 – Individual Opt-Out Participation.** Residents of the unincorporated areas of the township may opt-out of the following plans:

- (a) a flat fee for unlimited hauling;
- (b) a flat fee for limited hauling; and
- (c) a fee-based sticker program.
- (d) a two cubic yard roll off dumpster”

5. Is the Opt Out option included only to individuals or can the entire HOA or subdivisions Opt Out?

Answer: The Opt Out provisions of the contract are only available to individual residents of the unincorporated areas of the Township. The provisions do not apply to HOAs or subdivisions. The Contractor will contract with each individual homeowner.

6. Contractor carts are required for the Limited Program, is that accurate?

Answer: Yes, 65 or 95 gallon wheeled-totes/contractor carts are required for the Limited Program. For the purposes of this RFP, “wheeled-tote” and “contractor cart” shall mean the same. See below for language set forth in the RFP on page 32.

“Mandatory Limited Volume Program. The Fixed or Limited Volume option allows the residents a choice of a 65 or 95-gallon wheeled-tote rented to them by the Contractor. The rental rate shall be included in the billed waste-hauling fee and will be fixed as per the Contract terms, with a pre-determined annual adjustment allowed. Each size should be addressed on the pricing chart. The Contractor shall contract directly with each resident that elects the fixed volume option.”

7. Are residents allowed to switch programs? If so, when and how often?

Answer: Residents of the unincorporated areas of the Township can opt out or opt in the program with at least 30 days written notice prior to the effective date of the termination or start of service. Nothing precludes residents from opting in or opting out of the program, however, they can only opt out or opt in within the selected category. Individual residents can opt out or opt in within the selected category as often as they want, and no fees will be charged by the Contractor when they elect to do so. See below for language set forth in the RFP on page 33.

“Opt Out/Opt In. Residents that choose to Opt Out of any of the above mentioned programs, may “opt out” of the selected refuse and recyclable collection program by serving written notice of their decision to “opt out” at least thirty (30) days prior to the effective date of “opt out.” A resident may “opt in” to the program by serving the Contractor written notice of their decision to participate in the program at least thirty (30) days prior to the date the service shall begin. If a resident “opts in” after the beginning of the Contract, they will be charged the same rates as the other residents pursuant to the Contract. The Contractor may not charge any additional fees, including, but not limited to termination or new customer fees, to those residents who choose to “opt in” or “opt out” of the program.”

8. How many residents have 2 cubic yard containers?

Answer: The Township does not have the information necessary to answer this question.

9. Change in Service. There would need to be a mutual agreement to any service requested change and if there is a change in the method and material collected, more than 30 days would be required for education and equipment.

Answer: The Township understands that all changes to the Contract need to be agreed to by all parties, but if the hauler is unable to make the change within 30 days, the hauler cannot meet the bid specifications. The RFP language is general and requires “at least 30 days” and good faith negotiation. See below for language set forth in the RFP on page 5, Section I.

“If the Township should wish to change the type of service provided during the term of the Contract, including, but not limited to, the type of materials collected, method of collection, variety of recyclable materials collected, etc., the Township shall have the option to initiate the change in service by notifying the Contractor in writing at least 30 days prior to when such service is to begin. The Township and Contractor shall agree to negotiate the terms, frequency, and price of such change in service after proper notice has been given.”

10. Penalties and Fines. Would these fines occur due to a force majeure event or labor strike (sanctioned or unsanctioned)?

Answer: Fines would not occur during a “force majeure event,” but would occur during a labor strike (sanctioned or unsanctioned).

11. Disasters. Definition of additional services. Catastrophic events will require refuse collection services that require a charge and, may also be subject to FEMA reimbursement and disaster relief.

Answer: “Additional Services” are purposefully undefined to accommodate real, undefined disasters that require more from our waste haulers in methods and processes that are subject directly to the disaster. The charges for these additional services should be reasonable. The Township agrees that such additional services require a charge and may also be subject to FEMA reimbursement and disaster relief. The Township does not agree to pay these charges, if any.

12. Opt Out. The provision for household to “opt out” of the program deviates from the entire bid process and franchise agreement. Please define the parameters of “opting out” of the program. Will other haulers be permitted to then collect from households that “opt out” of the program?

In order to obtain the most cost saving for collection, Downers Grove Township needs to consider only allowing the Mandatory Participation options. Allowing residents to opt out of the entire franchise sets the program to where it is today with each household having a choice on who may collect their refuse, recycling, and yard waste.

Opt Out Sticker Program. Please explain how this program works. Residents that opt out of the unlimited and limited program then required to be in the sticker program?

Answer: The Opt Out program has been carefully considered by the Township. All residents of the unincorporated areas of the Township shall be part of the program unless they notify the hauler of their intention to opt out of the program in writing at least thirty (30) days prior to the effective date of the termination of service. Residents who have opted out of the program may opt in any time thereafter by providing thirty (30) days advance notice to the Contractor prior to the effective date of service.

In the event that a resident opts out of the program, that resident is free to negotiate hauling services with any other hauler the resident selects.

No, residents who opt out of the unlimited or limited programs are not then required to participate in the sticker program. Residents who opt out are free to negotiate services with any other hauler of their choice.

13. Robo Calls. Does the Township have the robo call list that the hauler may use? The Township covers a large area in many jurisdictions. May this be done for households who have “opted out” which will also receive these calls?

Answer: Yes, the Township has a robo-call list which will be provided to the hauler upon execution of the Contract. The hauler will manage the robo-call list during the term of the contract so that residents or households who opt out of the program will not be included on the robo-call list. The hauler will need to place residents or households back on the robo-call list if they opt in to the program.

14. Contract Term. Will the township consider a longer term agreement than a one year with two one year options? Please understand that capital expenditures in vehicles, carts and labor. Standard practice in the municipal arena is a five year agreement. The minimum length for a new start up agreement is three years.

Answer: Please see the answer to question 3(c) above. The bid specifications require a bid for a contract term of one-year with (2) automatic renewals. Bidders wishing to include a supplemental bid (in addition to the primary, responsive bid) for a longer term of service may attach the alternate bid for a longer term as a supplemental addendum.

15. Exhibit B. In order to better understand the service area, bidder would need to know where Hinsdale Lake Terrace, South East and South DuPage areas are. Note in Exhibit as “have no idea where this is.” Please clarify if these areas exist and how many households reside in them.

Answer: The Township does not have maps identifying the locations of these areas. Please call or visit websites for the areas you wish to locate.

16. Maps. May colored maps be made available of the service areas? The maps online are very difficult to read and understand where each subdivision/service area is.

Answer: The Township has posted color maps of the service areas on the Township website. The maps of the service areas as provided by DuPage County are included in the RFP package, and can be downloaded on the Township website.

17. Carts. Carts are required for the limited program. May proposals be submitted to include carts for the unlimited option?

Answer: Yes, 65 and 95 gallon totes/contractor carts may be included in the submittal related to the unlimited option.

18. Will proposals be opened publicly on November 30th?

Answer: Yes. Proposals will be opened publically at the Township offices on November 30, 2015, at 10:05 a.m., however, the Downers Grove Township Board will require time (possibly several weeks or more) to fully review each of the submittals and discuss them at the next regular board meeting or meetings, before the Board will make a decision as to whether or not to proceed with the proposed refuse disposal program, and if it is to proceed, which bidder if any, will be selected to provide refuse hauling services in the Township's unincorporated areas.

19. Could the Township provide a copy of Exhibit D in an electronic format?

Answer: Yes, electronic versions of Exhibit D will be made available for download on the Township website.

20. Term. What is the commencement date of the program.

Answer: The commencement date of the program, if the Board should decide to proceed with a program, is tentatively set for February 1, 2016. This target date, however, is subject to many variables, including contract negotiations and the hauler having sufficient time to prepare equipment, resources and staff for servicing of the Contract.

21. Quote Requirements. When would the Township provide the contractor with an address list? If the resident is a tenant, who would be responsible for service? Is the responsible party for payment the property owner or the tenant?

Answer: The Township, if it decides to proceed with a refuse hauler program, will supply the contractor with an address list upon execution of the Contract. Property owners are the responsible parties and the contractor shall negotiate with and provide services to each individual property owner. If a property owner has transferred its rights to a tenant pursuant to a lease, the property owner will be responsible to notify contractor in writing of such transfer within ten (10) days of receiving notice of the availability of hauling services. The tenant would be responsible to pay the contractor, unless the contractor determines that the lease provides that the owner must pay the contractor.

22. Opt Out. Our understanding is that this provision allows residents to opt out thirty days prior to the termination of service and opt in thirty days prior to the commencement of service by written notice. (a) What would the default be under the contract? (b) Would it be the default be a written notice to participate in the program or would the contractual default be a written notice not to participate? (c) What does the "termination of service" mean? (d) Will associations be authorized to "opt out?"(e) If so, will documentation be required to determine who is authorized to make decisions on the part of the associations?

Answer:

(a) The default of the contract is in favor of service. All residents of the unincorporated areas of the Township shall participate in the program unless a resident provides advance

written notice of his or her intention to opt out of the program at least 30 days prior to the effective date of the termination of service.

(b) The default would be written notice to not participate or to opt out of the program.

(c) “Termination of Service” shall mean the termination of curbside solid waste, yard waste, and recyclable hauling services by the contractor.

(d) No, Homeowner’s Associations will not be allowed to opt out. The contractor will negotiate with each individual home or property owner for hauling services. Individual home or property owners may opt out.

(e) This does not apply, as Homeowner’s Associations are not allowed to opt out.